

## Application for Child and Adult Care Food Program (CACFP) – Centers

Below is a list of forms and documents that must be submitted to the Texas Department of Agriculture (TDA) Food and Nutrition (F&N) to apply for the CACFP – Centers. TDA has an Internet based system, Texas Unified Nutrition Programs System (TX-UNPS), which contracting entities (CEs) will use to submit applications, file claims and manage the nutrition programs they operate.

New applicants must first obtain access to TX-UNPS to submit your application. Log on to the TX-UNPS website at <https://txunps1.texasagriculture.gov/txunps/Splash.aspx> and select “Interested in Applying” under the Links heading. Select Child and Adult Care Food Program (CACFP) and click on the link to the CACFP Decision Tool to determine if you may be eligible. If it is determined that you may be eligible for the CACFP you will be directed, within the CACFP Decision Tool, to complete and submit the CACFP Pre-Eligibility Form. The information on the CACFP Pre-Eligibility Form will be used to set up your access to TX-UNPS. Every new applicant is given a CE ID and each authorized individual is given a User ID and Password for accessing the system.

In addition to completing the online portion of the application you will be required to submit additional information identified as “Checklist Items”. Not all Checklist Items apply to all CEs. It is the CEs responsibility to determine which Checklist Items apply and to submit those items. You will use the “*Application Tracking – Centers*” form when you submit these paper checklist items, as well as any other paper documents not submitted within TX-UNPS. There is also one upload form, “*Budget Justification and Disclosure – Centers*”, that is part of the Contracting Entity Budget Detail – Centers screen in TX-UNPS.

All forms that are not submitted in TX-UNPS must be completed in ink or other non-erasable print. Keep a copy of all documents submitted to TDA. Per federal regulations, applicants may not contract with a third party for the preparation and submittal of application materials.

All new applicants must complete training prior to application approval. Applications can be submitted prior to training, but the application cannot be approved until the training is completed. You will complete Intro to CACFP for New Adult Day Care (Independent and Sponsors) and/or Intro to CACFP for New Child Care Centers (Independent and Sponsors). If you have not already completed training, go to the TDA website at <http://www.snptexas.org/>, select “Program/Nutrition Training”, then select “Training Information for Future Contractors”, and locate and register for the appropriate event.

All of the documents that are part of the application process must be updated and submitted for approval as changes occur. **Do not wait until application renewal to submit changes.**

If you need assistance, or a paper application, please contact TDA at (877) TEX-MEAL. (877-839-6325).

Note: Both new applicants and organizations already approved to participate, are referred to as “contracting entities (CEs)”.

List of Required Documents Application Process	New CE	Renewal CE	Additional Information
<a href="#">Application Tracking - Centers</a>	√	√	You will submit this form, along with all paper documents, to show the submittal status of each item.
List of Required Documents Contracting Entity Application	New CE	Renewal CE	Additional Information
<a href="#">Contracting Entity Application – Centers</a>	√	√	Those CEs that use TX-UNPS complete the Contracting Entity Application – Centers screen in TX-UNPS and do not complete this form on paper.  Those CEs that <b>do not</b> use TX-UNPS will complete and submit this paper form as part of the application process.
<a href="#">Contracting Entity Budget Detail – Centers</a>	√	√	Those CEs that use TX-UNPS complete the Contracting Entity Budget Detail – Centers screen in TX-UNPS and do not complete this form on paper.  Those CEs that <b>do not</b> use TX-UNPS will complete and submit this paper form as part of the application process.
<a href="#">Budget Justification and Disclosure– Centers (upload document)</a>	√	√	Those CEs that use TX-UNPS will complete and upload this form to the Contracting Entity Budget Detail-Centers screen in TX-UNPS.  Those CEs that <b>do not</b> use TX-UNPS will complete and submit this form as part of the application process.
<a href="#">Board of Directors – Centers</a>	√	√	Those CEs that use TX-UNPS complete the Board of Directors – Centers screen in TX-UNPS and do not complete this form on paper.  Those CEs that <b>do not</b> use TX-UNPS will complete and submit this paper form as part of the application process.  <b>Note:</b> If the contracting entity does not have a board of directors, this form/screen is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form/screen for each board member or individual that has overall responsibility for management of the CACFP. For example, a for-profit contracting entity owned by Jane and John Doe does not have a board of directors. This form is completed for both Jane and John Doe to show that they have responsibility for management of the CACFP. Jane and John will be designated as “Board Members” in this case.

<a href="#">Annual Audit</a>	√	√	<p>Those CEs that use TX-UNPS complete, if applicable, the Annual Audit screen in TX-UNPS and do not complete this form on paper.</p> <p>Those CEs that <b>do not</b> use TX-UNPS will, if applicable, complete and submit this paper form as part of the application process.</p> <p><b>Note:</b> CEs who's Type of Agency is Military Installation, Indian Tribe, Government Agency or For Profit Organization are not required to complete and submit the Annual Audit screen/form</p>
<b>List of Required Documents Checklist Items: CE Application-Centers</b>	<b>New CE</b>	<b>Renewal CE</b>	<b>Additional Information</b>
<a href="#">FND Permanent Agreement</a>	√		Each organization applying for their first Child Nutrition Program must complete and submit an FND Permanent Agreement.
<a href="#">Permanent Agreement Contracting Entity Specific Amendment</a>	√ if applicable	√ if applicable	Existing CE that is new to CACFP, must submit a Permanent Agreement Contracting Entity Specific Amendment.
<a href="#">Vendor Direct Deposit/Advance Payment Notification Authorization (74-176)</a>	√	√ if changed	Complete to receive direct deposit of your reimbursement.
<a href="#">Application for Texas Identification Number (AP-152)</a>	√		<p>Must be completed and submitted.</p> <p>If you are providing your EIN on the Application for Texas Identification Number (Form AP-152), you must provide a copy of the document from the Internal Revenue Service (IRS) that establishes your EIN. A copy of the letter from the IRS issuing your EIN, or a copy of your payment coupon with your EIN on it, is acceptable.</p>
<a href="#">Contracting Entity Management Plan – Centers</a>	√	√	<p>Along with a completed Contracting Entity Management Plan – Centers form, you must submit the following documents, if applicable:</p> <ul style="list-style-type: none"> <li>• <a href="#">Sponsoring Organization Monitoring Staff Information – Centers</a> form</li> <li>• Proof of IRS 501(c)(3) Tax Exemption (non-profit organizations only)</li> <li>• Outside Employment Policy (applies to Sponsors only)</li> <li>• Organizational Chart that includes the names and functions/titles of all officers, agents, full or part-time staff, volunteers, board of directors and consultants involved with the CACFP</li> </ul>

<a href="#">Performance Bond</a>	√ if applicable	√ if applicable	Non-governmental organizations applying to be sponsors in the CACFP that have fewer than three years of successful administrative and financial history must submit a performance bond to insure against misuse of funds.
<a href="#">Pre-Award Civil Rights Compliance Review</a>	√		<p>Must be completed and submitted.</p> <p>This form is used to provide Civil Rights information required by TDA to determine if an organization is eligible for participation.</p> <p>Note: The total ethnicity and racial breakdown must each equal the total enrollment. Example: 100 participants are enrolled; 100 participants must be categorized by ethnicity; and 100 participants must be categorized by race.</p>
Subcontract Agreements	√ if applicable	√ if applicable	<p><a href="#">Invitation for Bid and Contract for Purchased Meals (IFB)</a></p> <ul style="list-style-type: none"> <li>• Submit copies of each IFB for purchased meals for each site that contracts for meals.</li> <li>• The procurement process for purchased meals could take up to six months, so applicants should begin the process early.</li> </ul> <p><u>Contract with a Public School for Meals</u></p> <p>Submit copies of each Contract with a Public School for Meals for each site that contracts for meals.</p> <p><u>Sub-contractor and/or Consultant Agreements</u></p> <p>If applicable, submit copies of each agreement if you sub-contract any CACFP functions. Examples of sub-contracts include, but are not limited to, dieticians, CPA services, monitoring.</p>

Legal Documents	√	√	<p>Articles or Incorporation, Assumed Name Certificate, Certification of Formation (submit all that apply to your organization)</p> <p><b>The following applies to non-governmental contracting entities only:</b></p> <p>Government Issued ID and Proof of Residential Mailing Address: You must submit for each principal of the organization a form of government issued identification that contains a picture as well as proof of residential (home) mailing address. Acceptable forms of government issued identification and proof of residential mailing address include:</p> <ul style="list-style-type: none"> <li>• Drivers license of personal identification card issued by the Department of Public Safety, or a similar document issued by an agency of another state, regardless of whether the card or license has expired,</li> <li>• Military identification,</li> <li>• Valid US Passport,</li> <li>• Current, valid voter registration card,</li> <li>• Official mail addressed to the person's current address, by name, from a utility provider or government agency or bank,</li> <li>• A lease executed by the individual,</li> <li>• Any other proof approved by TDA.</li> </ul> <p>Note: A driver's license alone will not satisfy the requirement for both government issued ID with picture and proof of mailing address.</p>
<a href="#">Governing Body Awareness</a>	√	√	<p>You must submit documentation that your governing body is aware of the responsibilities and liabilities of participating in the CACFP. You may use the <i>Governing Body Awareness</i> form and submit the required documentation (reference the form for required documentation) or create your own form and submit the required documentation.</p> <p>Note: Governing body awareness does not apply to public institutions (such as Governmental, Military or Indian Reservations).</p>

<a href="#">Certificate of Authority</a>	√	√ if changed	Submit the Certificate of Authority to identify the officials designated to act on behalf of the contracting entity. These individuals will also be given access, as designated, to TX-UNPS.
List of Required Documents Site Application-Centers	New CE	Renewal CE	Additional Information
<a href="#">Site Application – Centers</a>	√	√	<p>Those CEs that use TX-UNPS, based on your organization type, do the following:</p> <p>(1) Independent Center: Complete the Site Application – Centers screen in TX-UNPS and do not complete this form on paper.</p> <p>(2) Sponsor: For each affiliated site, complete the Site Application – Centers screen in TX-UNPS and do not complete this form on paper.</p> <p>(3) Sponsor: For each <b>new</b> unaffiliated site, complete the Site Application – Centers paper form and maintain at your office. Complete the Site Application – Centers screen in TX-UNPS, based on the contents of the paper application maintained at your office. You must make the paper application available for review by TDA. Send a copy of the completed and signed application to the site.</p> <p>(4) Sponsor: For each <b>continuing</b> unaffiliated sites, complete the Site Application – Centers screen in TX-UNPS. Since this is a continuing site, you do not have to obtain the site representative's signature on the paper form. However, you do have to send the site representative a copy of the completed screen from TX-UNPS. TDA will verify that the site received copies of all revisions submitted by the sponsor on their behalf.</p> <p>Those CEs that <b>do not</b> use TX-UNPS will complete and submit this paper form for each site (e.g., center). Send a completed and signed copy to any unaffiliated sites.</p>

<p><a href="#">Permanent Agreement Between Sponsoring Organization and Child Care Facility</a>  <b>(Sponsors of Unaffiliated Sites Only)</b></p>	<p>√</p>	<p>Those CEs that use TX-UNPS complete and maintain at their office for each unaffiliated <b>child care</b> site they sponsor. You will document in TX-UNPS under the Site Application – Centers the Agreement signature dates of the Contracting Entity and Site Representative.</p> <p>Those CEs that <b>do not</b> use TX-UNPS will complete and maintain at their office for each unaffiliated <b>child care</b> site they sponsor. You will document on the Site Application – Centers form the Agreement signature dates of the Contracting Entity and Site Representative. Send a completed and signed copy to each unaffiliated site.</p>
<p><a href="#">Permanent Agreement Between Sponsoring Organization and Adult Day Care Facility</a>  <b>(Sponsors of Unaffiliated Sites Only)</b></p>	<p>√</p>	<p>Those CEs that use TX-UNPS complete and maintain at their office for each unaffiliated <b>adult day care</b> site they sponsor. You will document in TX-UNPS under the Site Application – Centers the Agreement signature dates of the Contracting Entity and Site Representative.</p> <p>Those CEs that <b>do not</b> use TX-UNPS will complete and maintain at their office for each unaffiliated <b>adult day care</b> site they sponsor. You will document on the Site Application – Centers form the Agreement signature dates of the Contracting Entity and Site Representative. Send a completed and signed copy to each unaffiliated site.</p>

List of Required Documents Checklist Items: Site Application-Centers	New CE	Renewal CE	Additional Information
License, Exemption or Other Documentation	√	√ if applicable	<p><b>New Sites/Changes:</b> Submit a copy of the current license or alternate approval for each new site you will be operating/sponsoring. Also submit if the license or alternate approval has changed or expired.</p> <p><b>Renewal Sites:</b> You do not have to submit a copy of the license or alternate approval, if the documentation has not changed or expired.</p> <p><b>All Sites:</b> Organizations operating as At-Risk Afterschool Care Centers or Outside-School-Hours-Care Centers only may be exempt from licensing. These centers must attach proof of exemption from licensing from the Texas Department of Family and Protective Services (DFPS).</p> <p>Sites that operate less than two hours per day (this means the hours of operation of the center, not meal duration) or less than three days per week may also be exempt from licensing. DFPS does not require these centers to obtain a formal exemption.</p> <p>It is the responsibility of the Contracting Entity to ensure that all participating sites remain licensed, exempted or authorized to provide care/operate.</p>
Health and Safety Documentation	√	√	All sites exempt from licensing must attach a copy of the most recently completed health inspection report, a certificate that states the center/shelter is in compliance with health and safety regulations, or other documentation from the health authority.
At-Risk: Documentation of Area Eligibility and Education/Enrichment Activities	√	√ if applicable	<p>Applies to At-Risk Afterschool Care Centers Only:</p> <p>Submit documentation that each site is located in an attendance area of an elementary, middle, or high school in which at least 50% of the children are certified eligible for free or reduced-price meals. You may use the <a href="#">PEIMS Report</a> to obtain the percentage.</p> <p>Provide information on the education or enrichment activities scheduled for children during afterschool care for each site.</p>



**Send completed applications to one of the following:**

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

*Revised September 27, 2011*

**Organizations use this form to show the submittal status of each document required in the application process for centers.**

**SECTION I – ORGANIZATION INFORMATION**

1. Name of Contracting Entity (CE):	2. CE ID:

**SECTIONS II – CONTRACTING ENTITY APPLICATION PACKET**

	Submitted in TX-UNPS	Attached
Contracting Entity Application – Centers	<input type="checkbox"/>	<input type="checkbox"/>
Contracting Entity Budget Detail - Centers	<input type="checkbox"/>	<input type="checkbox"/>
Budget Justification and Disclosure – Centers (upload document)	<input type="checkbox"/>	<input type="checkbox"/>
Board of Directors – Centers	<input type="checkbox"/>	<input type="checkbox"/>
Annual Audit	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION III – CHECKLIST ITEMS: CE APPLICATION – CENTERS**

	Attached
FND Permanent Agreement	<input type="checkbox"/>
Permanent Agreement Contracting Entity Specific Amendment	<input type="checkbox"/>
Vendor Direct Deposit/Advance Payment Notification Authorization (74-176)	<input type="checkbox"/>
Application for Texas Identification Number (AP-152)	<input type="checkbox"/>
A. Copy of document from the IRS that establishes your EIN	<input type="checkbox"/>
Contracting Entity Management Plan – Centers form, with attachments	<input type="checkbox"/>
A. Sponsoring Organization Monitoring Staff Information - Centers form	<input type="checkbox"/>
B. Proof of IRS 501(c)(3) Tax Exemption (non-profit organizations only)	<input type="checkbox"/>
C. Organizational Chart	<input type="checkbox"/>
Performance Bond	<input type="checkbox"/>
Pre-Award Civil Rights Compliance Review	<input type="checkbox"/>
Subcontractor Agreements	
A. Invitation for Bid and Contract for Purchased Meals (IFB)	<input type="checkbox"/>
B. Contract with a Public School for Meals	<input type="checkbox"/>
C. Sub-contractor and/or Consultant Agreements	<input type="checkbox"/>
Legal Documents	
A. Articles of Incorporation, Assumed Name Certificate, Certification of Formation (submit all that apply to your organization)	<input type="checkbox"/>
B. Government Issued ID for each principal of the contracting entity (applies to non-governmental contracting entities only).	<input type="checkbox"/>
C. Proof of Residential (Home) Mailing address for each principal of the contracting entity (applies to non-governmental contracting entities only)	<input type="checkbox"/>

Governing Body Awareness	<input type="checkbox"/>
Certificate of Authority	<input type="checkbox"/>
Other: Explain	<input type="checkbox"/>
Other: Explain	<input type="checkbox"/>

**SECTION IV – SITE APPLICATION – CENTERS AND CHECKLIST ITEMS**

If you have more than one Site Application and Checklist Items to submit, attach a list by Site Name and Site ID (if known), using the below categories.

	<b>Submitted in TX-UNPS</b>	<b>Attached</b>
Site Application – Centers	<input type="checkbox"/>	<input type="checkbox"/>
License, Exemption or Other Documentation		<input type="checkbox"/>
A. Health and Safety Documentation		<input type="checkbox"/>
At-Risk: Documentation of Area Eligibility and Education/Enrichment Activities		<input type="checkbox"/>

**SECTION V - SIGNATURE**

Signature – Official of Organization		Date
Name (please type or print)	Title	

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
APPLICATION TRACKING - CENTERS**

Organizations use this form to show the submittal status of each document required in the application process for centers.

**SECTION I – ORGANIZATION INFORMATION**

1. **Name of Organization** – Enter the name of the organization.
  2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
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**SECTION II – CONTRACTING ENTITY APPLICATION PACKET**

For each line item, indicate if the document was Submitted in TX-UNPS or is Attached. If neither applies, leave blank.

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**SECTION III – CHECKLIST ITEMS: CE APPLICATION – CENTERS**

For each line item, indicate if Attached.

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**SECTION IV – SITE APPLICATION – CENTERS AND CHECKLIST ITEMS**

For each line item, indicate if the document was Submitted in TX-UNPS or is Attached. If neither applies, leave blank.

If you have more than one Site Application and Checklist Items to submit, attach a list by Site Name and Site ID (if known), using the categories listed.

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**SECTION V – SIGNATURE**

An official of the organization signs, dates and prints their name and title. This official must be an authorized representative.

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**SUBMITTAL**

**Send to one of the following:**

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

Those contracting entities that do not use TX-UNPS use this form to apply and reapply to participate in the Child and Adult Care Food Program – Centers.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity		2. DBA Name		3. CE ID	4. Version
5. Texas Identification Number (TIN)		6. County	7. Congressional District		8. DUNS Number
9. Type of Agency			10. Type of CACFP – Centers Organization		

**SECTION II – CONTRACTING ENTITY DESCRIPTION**

1. Are all of your organization’s CACFP participating sites located in the same building? <input type="checkbox"/> Yes <input type="checkbox"/> No					
2. Does your organization operate the CACFP in any other state(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter the name of those state(s)					
3. Which would your organization prefer to receive? <input type="checkbox"/> Cash payment in lieu of commodities <input type="checkbox"/> USDA-donated commodities of equal value					
4. Street Address – Address Line 1		Address Line 2	5. City	6. State	Zip+4
					+
Mailing Address of Contracting Entity - Same as Street Address? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter mailing address)					
7. Mailing Address (Street or P.O. Box) – Address Line 1		Address Line 2	8. City	9. State	Zip+4
					+
10. Contracting Entity Administrator (The Contracting Entity Administrator must be an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certificate of Authority.)					
Salutation	First Name	Last Name	11. Email Address		
12. Facility Phone (include area code)		Extension	Fax (include area code)		
13. Cell/Alt Phone (include area code)		14. Title			
Claim Preparer – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Claim Preparer information)					
15. Claim Preparer					
Salutation	First Name	Last Name	16. Email Address		
17. Facility Phone (include area code)		Extension	Fax (include area code)		
18. Cell/Alt Phone (include area code)		19. Title			

Authorized Individual 1 – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Authorized Individual 1 information)			
An Authorized Individual is an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certification of Authority.			
20. Name of Authorized Individual 1			
Salutation	First Name	Last Name	21. Email Address
22. Facility Phone (include area code)		Extension	Fax (include area code)
23. Cell/Alt Phone (include area code)		24. Title	
Authorized Individual 2 – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Authorized Individual 2 information)			
An Authorized Individual is an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certification of Authority.			
25. Authorized Individual 2			
Salutation	First Name	Last Name	26. Email Address
27. Facility Phone (include area code)		Extension	Fax (include area code)
28. Cell/Alt Phone (include area code)		29. Title	

**SECTION III – UNMET NEED**

30. Are you applying as a sponsoring organization? <input type="checkbox"/> Yes <input type="checkbox"/> No
31. Are you currently participating in the CACFP as a sponsoring organization? <input type="checkbox"/> Yes <input type="checkbox"/> No
32. Indicate if the sites you sponsor are affiliated and/or unaffiliated: <input type="checkbox"/> Affiliated <input type="checkbox"/> Unaffiliated (you may check both types)
Affiliated means the sites <b>are</b> part of the Contracting Entity organization. Unaffiliated means the sites <b>are not</b> part of the Contracting Entity organization.
33. Have any of the unaffiliated sites you propose to sponsor participated in the CACFP within the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION IV – GENERAL QUESTIONS**

34. Do you engage in any business or activities not related to CACFP during normal business hours? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain:
35. Does the Contracting Entity have less than three years of Administrative and Financial history? <input type="checkbox"/> Yes <input type="checkbox"/> No
36. Do you sponsor 25 or more sites? <input type="checkbox"/> Yes <input type="checkbox"/> No
37. Will you be averaging your monitor reviews? <input type="checkbox"/> Yes <input type="checkbox"/> No

38. Do you want to receive advance payments if funds are available? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, what percentage would you like to receive? <input type="checkbox"/> 50% <input type="checkbox"/> 75% <input type="checkbox"/> 100%  If Yes, you are agreeing to the following certification statement. "I certify, by accepting advance payments, that the contracting entity and all responsible principals/individuals will comply with all applicable Federal and State laws, regulations, rules and policies related to the acceptance and use of advance payments. I understand that if advance payments are not used in compliance with all applicable Federal and State laws, regulations, and policies that the contracting entity and all responsible principals/individuals, when legally permitted, will be liable for the repayment of all advance payments that were not properly paid. If the contracting entity and responsible principals/individuals become liable for the repayment of advance payments, TDA may recover all outstanding advance payments from our current and future CACFP reimbursement or take other legal action against the contracting entity and responsible principals/individuals to recover the debt."
39. Have all sites complied with training requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No  If no, explain:
40. Do you subcontract for any CACFP functions? <input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION V - CERTIFICATION**

41. Federal regulations require an agency to certify information regarding past business participation and criminal background. Please answer the following questions: 1. Has the agency or any of the agency's principals participated in any publicly funded programs within the past seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>NOTE: Principal</b> means any individual who holds a management position within or is an officer of the contracting entity, including all members of the contracting entity's board of directors.  <b>Publicly funded</b> means money that is received from a local, state or federal governmental agency.  If Yes, as part of your management plan, submit a listing of the publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
2. Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, answer question #3.
3. Were the violations corrected and eligibility restored, including payments of debts owed? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, as part of your management plan, submit documentation of reinstatement, including proof of payment of debts, if applicable.  If No, as part of your management plan, attach a detailed explanation.
4. Has the contracting entity or any of the contracting entity's principals been convicted on any activity that occurred within the past seven years that indicated a lack of business integrity? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>NOTE: A lack of business integrity</b> includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.  If Yes, as part of your management plan, attach a detailed explanation.
42. I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.  I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.  On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.



\_\_\_\_\_  
Signature – Authorized Representative of Contracting Entity

\_\_\_\_\_  
Date

Name (please type or print)

Title

**This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.**

**For TDA Use Only**

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Signature —TDA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of the TDA Representative

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
CONTRACTING ENTITY APPLICATION - CENTERS**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the CE Application – Centers screen in TX-UNPS and do not complete this form on paper. Those CEs that **do not** use TX-UNPS will complete and submit this paper form as part of the application process. This form is also completed/submitted when requesting revisions

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity** – Enter the name of the contracting entity.
  2. **DBA Name** – If applicable, enter the “doing business as” name for this contracting entity.
  3. **CE ID** – Enter the five-digit CE ID that has been assigned to you by TX-UNPS. If you do not know your CE ID, leave blank.
  4. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
  5. **Texas Identification Number (TIN)** – Enter the 11-digit number as assigned by the Texas Comptroller of Public Accounts. This number does not include the 3-digit Mail Code. If you do not know your TIN, leave blank.
  6. **County** – Enter the name of the county in which the contracting entity is located.
  7. **Congressional District** – Enter the 3-digit Congressional District in which the contracting entity is located. For example, if the contracting entity is in 13<sup>th</sup> District in Texas, you will enter 013. If you do not know your Congressional District, leave blank.
  8. **DUNS Number** – Enter the 9-digit DUNS number issued by Dun & Bradstreet. To obtain a DUNS number, free or charge, contact Dun & Bradstreet at 1-866-705-5711 or <http://fedgov.dnb.com/webform> and indicate that you are a Federal grant applicant/prospective applicant. You must have a DUNS number to participate in the CACFP.
  9. **Type of Agency** – Enter the Type of Agency that the contracting entity is from the following list: Governmental Agency, Educational Institution, For Profit Organization, Indian Tribe, Military Installation, Private Non Profit Organization or Other. If you enter “Other”, please explain.
  10. **Type of CACFP – Centers Organization** – Enter the Type of CACFP Centers Organization that the contracting entity is from the following list: Independent Center, Sponsor of Affiliated Sites, Sponsor of Unaffiliated Sites or Sponsor of Affiliated & Unaffiliated Sites. These are the only acceptable selections.
- 

**SECTION II – CONTRACTING ENTITY DESCRIPTION**

1. **Are all of your organization’s CACFP participating sites located in the same building?** – Indicate Yes or No.
2. **Does your organization operate the CACFP in any other state(s)?** – Indicate Yes or No. If Yes, enter the name of those state(s).
3. **Which would your organization prefer to receive?** – Mark only one box. This is for reporting purposes only. Currently, in the Texas, all contracting entities receive “Cash payment in lieu of commodities”.
4. **Street Address: Address Line 1 and Address Line 2** – Enter the street address of the contracting entity. This cannot be a P.O. Box. If the contracting entity’s street address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
5. **Street Address: City** – Enter the city of the contracting entity’s street address.
6. **Street Address: State & Zip** – Enter the State and zip code of the contracting entity’s street address.  
**Mailing Address of Contracting Entity – Same as Street Address** – Indicate Yes or No. If No, enter mailing address information.

7. **Mailing Address: Address Line 1 and Address Line 2** – Enter the mailing address of the contracting entity. If the contracting entity’s mailing address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
8. **Mailing Address: City** – Enter the city of the contracting entity’s mailing address.
9. **Mailing Address: State & Zip** – Enter the State and zip code of the contracting entity’s mailing address.
10. **Name of Contracting Entity Administrator** – Enter the following for the contracting entity’s administrator: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
11. **Email Address** – Enter the email address of the contracting entity administrator.
12. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity administrator.
13. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity administrator.
14. **Title** – Enter the title of the contracting entity administrator.  
**Claim Preparer – Same as Contracting Entity Administrator?** – Indicate Yes or No. If No, enter claim preparer information.
15. **Name of Claim Preparer** – Enter the following for the contracting entity’s claim preparer: salutation, first name and last name. See #10 above for salutation options.
16. **Email Address** – Enter the email address of the contracting entity’s claim preparer.
17. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s claim preparer.
18. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s claim preparer.
19. **Title** – Enter the title of the contracting entity’s claim preparer.  
**Authorized Individual 1 – Same as Contracting Entity Administrator?** – Indicate Yes or No. If No, enter authorized individual 1 information.
20. **Name of Authorized Individual 1** – Enter the following for the contracting entity’s authorized individual 1: salutation, first name and last name. See #10 above for salutation options.
21. **Email Address** – Enter the email address of the contracting entity’s authorized individual 1.
22. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s authorized individual 1.
23. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s authorized individual 1.
24. **Title** – Enter the title of the contracting entity’s authorized individual 1.
25. **Name of Authorized Individual 2** – Enter the following for the contracting entity’s authorized individual 2: salutation, first name and last name. See #10 above for salutation options.
26. **Email Address** – Enter the email address of the contracting entity’s authorized individual 2.
27. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s authorized individual 2.
28. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s authorized individual 2.
29. **Title** – Enter the title of the contracting entity’s authorized individual 2.

### SECTION III – UNMET NEED

30. **Are you applying as a sponsoring organization?** – Indicate Yes or No.
31. **Are you currently participating in the CACFP as a sponsoring organization?** – Indicate Yes or No.
32. **Indicate if the sites you sponsor are affiliated and/or unaffiliated** – Mark the appropriate box(es).
33. **Have any of the unaffiliated sites you propose to sponsor participated in the CACFP within the past 12 months?** – Indicate Yes or No.

### SECTION III – GENERAL QUESTIONS

34. **Do you engage in any business or activities not related to CACFP during normal business hours?** – Indicate Yes or No. If Yes, explain what activities you engage in.

35. **Does the Contracting Entity have less than three years of Administrative and Financial history?** – Indicate Yes or No. Be sure you are responding to this question based on the contracting entity and not individuals that work for the contracting entity.
36. **Do you sponsor 25 or more sites?** – Indicate Yes or No. If Yes, you must submit the *Sponsoring Organization Monitoring Staff Information – Centers* form along with your *Contracting Entity Management Plan – Centers* form.
37. **Will you be averaging your monitor reviews?** – Indicate Yes or No. Applies to sponsors only.
38. **Do you want to receive advance payments if funds are available?** – Indicate Yes or No. If Yes, indicate the percentage the you wish to receive.
39. **Have all Sites complied with training requirements?** – Indicate Yes or No. If No, enter an explanation.
40. **Do you subcontract for any CACFP functions?** – Indicate Yes or No. If Yes, you must submit your subcontract agreements with your Management Plan Checklist Items.
- 

## SECTION V – CERTIFICATION

41. Federal regulations require an agency to certify information regarding past business participation and criminal background. Please answer the following questions:
1. **Has the agency or any of the agency’s principals participated in any publicly funded programs within the past seven years?** – Indicate Yes or No. If Yes, you will document on the *Contracting Entity Management Plan - Centers* form a listing of the publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
  2. **Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements?** – Indicate Yes or No. If Yes, answer question #3.
  3. **Were the violations corrected and eligibility restored, including payments or debts owed?** – Indicate Yes or No. If Yes, you will submit documentation of reinstatement, including proof of payment of debts, if applicable, with the *Contracting Entity Management Plan – Centers* form. If No, you will submit a detailed explanation with the *Contracting Entity Management Plan – Centers* form.
  4. **Has the contracting entity or any of the contracting entities principals been convicted on any activity that occurred within the past seven yeas that indicated a lack of business integrity?** – Indicate Yes or No. If Yes, you will submit a detailed explanation with the *Contracting Entity Management Plan – Centers* form.
42. **Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.
- 

## SUBMITTAL

**CEs Not Using TX-UNPS** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
 Food and Nutrition  
 Attn: F&N Business Operations – Applications  
 P.O. Box 12847  
 Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

Those contracting entities that do not use TX-UNPS use this form in conjunction with the *Budget Justification and Disclosure – Centers* form.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity (CE):	2. CE ID:	3. Budget Version:

**A. ANTICIPATED ANNUAL CACFP REIMBURSEMENT**

	CE Complete this Column	FOR STATE USE ONLY Approved
Number of sites anticipated for sponsorship		
1. Projected Total Annual Revenue	\$	\$

**B. OPERATING EXPENSES**

	CE Complete this Column	FOR STATE USE ONLY Approved
1. Total Labor Costs (Salaries, Wages, Taxes and Benefits):	\$	\$
2. Total Food Expenses:	\$	\$
3. Facilities and Space:	\$	\$
4. Supplies and Equipment:	\$	\$
5. Purchased Services:	\$	\$
6. Financial Costs:	\$	\$
7. Media Costs:	\$	\$
8. Contracting Organization Costs:	\$	\$
9. Unaffiliated Facility Costs:	\$	\$
10. Other:	\$	\$
<b>Total Operating Costs</b>	<b>\$</b>	<b>\$</b>

**C. NET OPERATING AMOUNT**

	CE Completes this Column	FOR STATE USE ONLY Approved
1. Difference (A – B)	\$	\$

**D. ADMINISTRATIVE EXPENSES**

	CE Completes this Column	FOR STATE USE ONLY Approved
1. Total Labor Costs (Salaries, Wages, Taxes and Benefits):	\$	\$
2. Facilities and Space:	\$	\$
3. Supplies and Equipment:	\$	\$
4. Purchased Services:	\$	\$
5. Financial Costs:	\$	\$
6. Media Costs:	\$	\$
7. Contracting Organization Costs:	\$	\$
8. Unaffiliated Facility Costs:	\$	\$
9. Other:	\$	\$
<b>Total Administrative Costs</b>	<b>\$</b>	<b>\$</b>

**E. SUMMARY**

	CE Complete this Column	FOR STATE USE ONLY Approved
1. Total Expenses (Operating and Administrative)	\$	\$
2. Total Anticipated CACFP Reimbursement	\$	\$
3. Total Other Income	\$	\$
Explanation of Source of Other Income		
4. Total Income (F2 + F3)	\$	\$

**F. TOTAL ADMINISTRATIVE EXPENSES**

7 CFR 226.6 limits center sponsoring organizations' administrative costs charged to CACFP to 15% of meal reimbursement.
If Total Administrative Expenses exceeds 15% of Total Anticipated CACFP Reimbursement, are you requesting a Waiver? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no, you must decrease your administrative expenses to at or below 15%)
If Yes, Source of Funds for Operating Costs (including food costs):

**SECTION II – CERTIFICATION**

I certify that the information on this form, and supporting documents, is true and correct and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of withholding of information may result in prosecution under applicable state and federal statutes.

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title - Authorized Representative

\_\_\_\_\_  
Printed Name - Authorized  
Representative

**This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.**

**For TDA Use Only**

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Signature - TDA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title - TDA Representative



**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
CONTRACTING ENTITY BUDGET DETAIL - CENTERS**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the Contracting Entity Budget Detail – Centers screen in TX-UNPS and do not complete this form on paper. Those CEs that **do not** use TX-UNPS will complete and submit this paper form, along with the *Budget Justification and Disclosure – Centers* form, as part of the application process. This form is also completed/submitted when requesting budget revisions.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
  2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
  3. **Budget Version** – Enter the budget version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
- 

**A. ANTICIPATED ANNUAL CACFP REIMBURSEMENT**

**Number of sites anticipated for sponsorship** – Under the “CE Complete This Column”, enter the number of sites that you anticipate sponsoring for this program year. This field is for sponsoring organizations only. If you are an Independent Center leave this field blank.

1. **Projected Total Annual Revenue** – Under the “CE Complete This Column”, enter the project total annual revenue, based on the number of sites, you anticipate for the nonprofit food service account for this program year. This figure must equal E.4, Total Income.

---

**B. OPERATING EXPENSES**

**List the projected Operating costs and total** – Using the *Budget Justification and Disclosure - Centers* form; under the “CE Complete This Column” enter:

1. Total Labor Costs (From Page 6, Column 1B);
2. Total Food Expenses (From Page 6, Column 2B);
3. Facilities and Space (From Page 6, Column 3B);
4. Supplies and Equipment (From Page 6, Column 4B);
5. Purchased Services (From Page 6, Column 5B);
6. Financial Costs (From Page 6, Column 6B);
7. Media Costs (From Page 6, Column 7B);
8. Contracting Organization Costs (From Page 6, Column 8B);
9. Unaffiliated Facility Costs – For Sponsoring Organizations Only (From Page 6, Column 9B)
10. Other (From Page 6, Column 10B)

**Total Operating Costs** – Add the figures under the “CE Complete This Column” for each cost category to arrive at the “Total Operation Costs”.

---

### C. NET OPERATING AMOUNT

1. **Difference (A – B = C)** – Take the “Projected Total Annual Revenue” and minus it from the “Total Operating Costs” to arrive at the “Net Operating Amount”. Enter this figure.

---

### D. ADMINISTRATIVE EXPENSES

**List the projected Administrative costs and total** – Using the *Budget Justification and Disclosure - Centers* form; under the “CE Complete This Column” enter:

1. Total Labor Costs (From Page 6, Column 1A);
2. Facilities and Space (From Page 6, Column 3A);
3. Supplies and Equipment (From Page 6, Column 4A);
4. Purchased Services (From Page 6, Column 5A);
5. Financial Costs (From Page 6, Column 6A);
6. Media Costs (From Page 6, Column 7A);
7. Contracting Organization Costs (From Page 6, Column 8A);
8. Unaffiliated Facility Costs – For Sponsoring Organizations Only (From Page 6, Column 9A)
9. Other Costs (From Page 6, Column 10A)

**Total Administrative Costs** – Add the figures under the “CE Complete This Column” for each cost category to arrive at the “Total Administrative Costs”.

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### E. SUMMARY

1. **Total Expenses (Operating and Administrative)** – Under the “CE Complete This Column”, enter the total expenses by adding together Total Operating Costs and Total Administrative Costs.
  2. **Total Anticipated Annual CACFP Reimbursement** – Under the “CE Complete This Column”, enter the total CACFP reimbursement you anticipate receiving this program year.
  3. **Total Other Income** – Under the “CE Complete this Column”, enter the source and total of other income to the nonprofit food service account, such as donations specifically designated for food service.
  4. **Total Income** – Under the “CE Complete This Column”, enter the total of lines 2 and 3. This figure must equal A.1. Projected Total Annual Revenue.
- 

### F. TOTAL ADMINISTRATIVE EXPENSES

**For sponsoring organizations only** – 7 CFR 226.6 limits center sponsoring organizations’ administrative costs charged to CACFP to 15% of meal reimbursement.

**If Total Administrative Expenses exceeds 15% of Total Anticipated CACFP Reimbursement, are you requesting a Waiver?** – Indicate Yes or No. If no, you must decrease your administrative expenses to at of below 15%).

**If Yes, Sources of Funds for Operating Costs (including food costs):** – If you are requesting a waiver, enter the source(s) of fund(s) that will be used to pay for operating costs.

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## SECTION II – CERTIFICATION

**Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.

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### SUBMITTAL

**CEs Not Using TX-UNPS** – Submit, along with the *Budget Justification and Disclosure – Centers* form, to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity (CE)	2. CE ID	3. Budget Version:

**SECTION II – BUDGET JUSTIFICATION**

Contracting entities participating in the CACFP must account for the cost of operating a nonprofit food service through the consistent use of generally accepted accounting principles. CACFP costs must be necessary, reasonable, properly classified, properly allocated, and allowable. The cost must be disclosed and must be allocated so that only the allowable share of the cost is assigned to the CACFP. Allowable costs can be either direct costs or indirect costs. You must provide the cost allocation methodology used to establish the cost allocation rates for direct costs that are prorated, as well as the cost allocation plan approved by the cognizant Federal or State agency for any indirect costs that are included in the budget. The contracting entity must specifically identify each cost item in the budget and must explain how each cost was calculated. **Include all expenses related to the organizations food service. Reference FNS Instruction 796-2, Rev. 3, Financial Management – Child and Adult Care Food Program, for additional guidance.**

1. If the contracting entity is a sponsoring organization, is the contracting entity a: <input type="checkbox"/> Sole purpose organization (exists exclusively to administer the CACFP in Centers in Texas) <input type="checkbox"/> Multipurpose organization								
2. Does the contracting entity have indirect costs to be paid from the nonprofit food service account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, these costs must be identified as indirect costs when you complete the Budget Justification Charts.								
3. Does the contracting entity have costs to be paid from the nonprofit food service account that require "Prior Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(PA)", costs requiring "Prior Approval", when you complete the Budget Justification Charts.								
4. Does the contracting entity have costs to be paid from the nonprofit food service account that require "Specific Prior Written Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(SP)", costs requiring "Specific Prior Written Approval", when you complete the Budget Justification Charts.								
5. Does the contracting entity have costs to be paid from the nonprofit food service account that require "USDA Regional Office Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(Reg)", costs requiring "USDA Regional Office Approval", when you complete the Budget Justification Charts.								
6. The contracting entity must have adequate sources of funds to continue to pay employees and suppliers during periods of temporary interruptions in CACFP payments and/or to pay debts when fiscal claims have been assessed against the contracting entity. List your sources and amount of funds to meet this requirement.								
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Source of Funds</th> <th style="width: 40%;">Amount of Funds</th> </tr> </thead> <tbody> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	Source of Funds	Amount of Funds		\$		\$		\$
Source of Funds	Amount of Funds							
	\$							
	\$							
	\$							
7. There are a number of one-time and recurring expenses for which CACFP funds may not be used, including the costs of incorporation (maintaining incorporation), the preparation of annual IRS-990 reports, fines and penalties, and some other general business costs. List your sources and amount of funds to meet these non-CACFP expenses.								
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Source of Funds</th> <th style="width: 40%;">Amount of Funds</th> </tr> </thead> <tbody> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	Source of Funds	Amount of Funds		\$		\$		\$
Source of Funds	Amount of Funds							
	\$							
	\$							
	\$							

**Budget Justification Charts**

Complete the budget justification charts. Attach additional pages as needed.

**Nonprofit Food Service Administration – Budget Justification Labor Costs (1A)** — This section is used to provide detailed information for each **administrative** position that has food service responsibilities, **whether or not it is paid from the nonprofit food service account**. Identify costs requiring “Prior Approval” as “(PA)”, “Specific Prior Written Approval as “(SP)” and “FNS Regional Office Approval” as “(Reg)”.

**Note 1: You must maintain a written compensation policy for each position. This policy, which is usually part of a larger set of personnel policies, establishes the way employees earn compensation. It must address 1) rates of pay; 2) work hours, including breaks and meal periods; and 3) payment schedules.**

**Note 2: Every position paid from the nonprofit food service account must maintain daily time reports for the entire work day to establish the portion of administrative labor that can be attributed to the nonprofit food service account.**

Administrative labor includes planning, organizing and managing the nonprofit food service. Labor costs include base salary, employment taxes, fringe benefits, overtime pay, holiday pay, compensatory leave, incentive payments and severance pay. **Only document the employer’s share in column 3.**

Position (such as director, monitor, clerical, training, etc.) AND CACFP Duties (such as planning, eligibility determination, enrollment, etc.)	1. Number of Personnel in this Position	2. Annual Base Salary	3. Additional Labor Costs and Benefits (include only the employer’s share)	4. Total Base Salary and Benefits (2 + 3)	5. Number of Hours Worked Daily	6. Number of Hours Spent in Food Service Duties	7. Portion of Total Salary and Benefits Paid from the Food Service Account Annually
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
<b>Total Base Salary and Benefits</b>				\$	<b>Total Paid form Food Service Account</b>		\$

**Nonprofit Food Service Operation – Budget Justification Labor Costs (1B)** — This section is used to provide detailed information for each **operations** position that has food service responsibilities, **whether or not it is paid from the nonprofit food service account**. Identify costs requiring “Prior Approval” as “(PA)”, “Specific Prior Written Approval as “(SP)” and “FNS Regional Office Approval” as “(Reg)”.

**Note 1: You must maintain a written compensation policy for each position. This policy, which is usually part of a larger set of personnel policies, establishes the way employees earn compensation. It must address 1) rates of pay; 2) work hours, including breaks and meal periods; and 3) payment schedules.**

**Note 2: Every position paid from the nonprofit food service account must maintain daily time reports for the entire work day to establish the portion of operational labor that can be attributed to the nonprofit food service account.**

Operating labor includes the preparation and service of meals to participants. Labor costs include base salary, employment taxes, fringe benefits, overtime pay, holiday pay, compensatory leave, incentive payments and severance pay. **Only document the employer’s share in column 3.**

Position (such as cook, caregiver, janitor, etc.) AND CACFP Duties (such as meal preparation, serving meals, cleanup, etc.)	1. Number of Personnel in this Position	2. Annual Base Salary	3. Additional Labor Costs and Benefits (Include only the employer’s share)	4. Total Base Salary and Benefits (2 + 3)	5. Number of Hours Worked Daily	6. Number of Hours Spent in Food Service Duties	7. Portion of Total Salary and Benefits Paid from the Food Service Account Annually
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
Position:  CACFP Duties:		\$	\$	\$			\$
<b>Total Base Salary and Benefits</b>				\$	<b>Total Paid from Food Service Account</b>		\$

**Nonprofit Food Service Program Requirement – Budget Justification** — This section is used to provide detailed information about each budgeted cost. Organizations Annual Food Service Budget includes all costs, **whether or not they are paid from the nonprofit food service account**. Columns A and B are the portion of the costs to be paid from the nonprofit food service account. Identify costs requiring “Prior Approval” as “(PA)”, “Specific Prior Written Approval as “(SP)” and “FNS Regional Office Approval” as “(Reg)”.

Cost Category	Organization's Annual Food Service Budget	A. Annual Cost For Nonprofit Food Service ADMINISTRATION	B. Annual Cost For Nonprofit Food Service OPERATION
<b>2. Food</b> — This category includes only the net cost of food used and the net cost of delivered meals, not the cost of all food purchased.			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Food Costs</b>	\$	2A. N/A	2B. \$
<b>3. Facilities and Space</b> — This category includes rent, utilities and other space costs.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Total Facilities and Space Costs</b>	\$	3A. \$	3B. \$
<b>4. Supplies and Equipment</b> — This category includes durable supplies, expendable material and supplies, and equipment.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Total Supplies and Equipment Costs</b>	\$	4A. \$	4B. \$
<b>5. Purchased Services</b> — This category includes security services, maintenance and janitorial services.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Total Purchased Services Costs</b>	\$	5A. \$	5B. \$

**Nonprofit Food Service Program Requirement – Budget Justification (continued)**

Cost Category	Organization's Annual Food Service Budget	A. Annual Cost For Nonprofit Food Service ADMINISTRATION	B. Annual Cost For Nonprofit Food Service OPERATION
6. Financial Costs — This category includes accounting, audits and bonding costs.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Financial Costs	\$	6A. \$	6B. \$
7. Media Costs — This category includes advertising and public relations, communications, publications, printing and reproduction costs.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Media Costs	\$	7A. \$	7B. \$
8. Contracting Organization Costs — This category includes training, travel, administrative appeal costs, legal expenses and other professional services, meetings and conferences, membership, subscriptions and other professional organization activities.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Contracting Organization Costs	\$	8A. \$	8B. \$
9. Unaffiliated Facility Costs — For Sponsoring Organizations Only - This category includes the total annual anticipated CACFP reimbursement that will go to unaffiliated sites for their CACFP costs. Sponsors of unaffiliated sites must ensure that each site maintains a nonprofit food service.	N/A	9A. N/A	9B. \$
10. Other Costs — This category includes any other costs associated with the nonprofit food service, including indirect costs.			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Other Costs	\$	10A. \$	10B. \$



**Summary of Projected Annual Nonprofit Food Service Costs**

Cost Category		A. Annual Costs for Nonprofit Food Service ADMINISTRATION	B. Annual Costs for Nonprofit Food Service OPERATION
1	Labor Costs — Salaries, Wages, Taxes and Benefits	(From Page 2, Column 7) \$	(From Page 3, Column 7) \$
2	Food	N/A	(From Page 4, Column 2B) \$
3	Facilities and Space	(From Page 4 Column 3A) \$	(From Page 4, Column 3B) \$
4	Supplies and Equipment	(From Page 4, Column 4A) \$	(From Page 4, Column 4B) \$
5	Purchased Services	(From Page 4, Column 5A) \$	(From Page 4, Column 5B) \$
6	Financial Costs	(From Page 5, Column 6A) \$	(From Page 5, Column 6B) \$
7	Media Costs	(From Page 5, Column 7A) \$	(From Page 5, Column 7B) \$
8	Contracting Organization Costs	(From Page 5, Column 8A) \$	(From Page 5, Column 8A) \$
9	Unaffiliated Facility Costs – For Sponsoring Organizations Only	N/A	(From Page 5, Column 9B) \$
10	Other Costs	(From Page 5, Column 10A) \$	(From Page 5, Column 10B) \$
<b>Total Costs for Nonprofit Food Service</b>		<b>A. \$</b>	<b>B. \$</b>

**11. Summary of Nonprofit Food Service Income**

Reimbursements under the CACFP subsidize the nonprofit food service operation but may not be sufficient to cover all nonprofit food service expenses. Any funds specifically designated as nonprofit food service account funds are restricted and may not be used to fund any other costs in your organization.

1. Enter the total annual costs of nonprofit food service (total of Columns A + B above): ..... \$
2. Enter the projected annual CACFP reimbursement for the Program Year: ..... \$
3. Enter the total of other income to the nonprofit food service:  
(Other income refers to funds specifically designated for use in food service.) ..... \$
4. Enter the total of lines 2 and 3: ..... \$

Enter the sources and amount of funds that make up line 3 above.

Source of Funds	Amount of Funds
	\$
	\$
	\$

If line 1 is greater than line 4, the contracting entity must list their sources and amount of funds that will be used to cover this shortfall.

Source of Funds	Amount of Funds
	\$
	\$
	\$

**SECTION III – BUDGET DISCLOSURE**

1. Contracting organizations applying to participate in the CACFP are required to disclose and identify related party transactions, less-than-arms-length transactions, ownership interests in equipment, supplies, vehicles and facilities, or disclose any other information that inhibits TDA from making an informed assessment of the allowability of a particular cost.

Do you have any expenses that require disclosure? .....  Yes  No

If "Yes," attach a detailed explanation.

**SECTION IV – CERTIFICATION**

I certify that the information on this form, and supporting documents, is true and correct and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of withholding of information may result in prosecution under applicable state and federal statutes.

\_\_\_\_\_

Signature - Authorized Representative                      Date                      Title - Authorized Representative

\_\_\_\_\_

Printed Name - Authorized Representative

**This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.**

**For TDA Use Only**

Effective Date: \_\_\_\_\_

\_\_\_\_\_

Signature - TDA Representative                      Date                      Title - TDA Representative

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
BUDGET JUSTIFICATION AND DISCLOSURE - CENTERS**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) will complete and upload this form to support the Contracting Entity Budget Detail – Centers screen in TX-UNPS. Those CE that **do not** use TX-UNPS will complete and submit this form, along with the *Contracting Entity Budget Detail – Centers* form, as part of the application process. This form is also uploaded/submitted when requesting budget revisions.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity (CE)** - Enter the legal name of the contracting entity.
  2. **CE ID** – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
  3. **Budget Version** – Enter the budget version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
- 

**SECTION II – BUDGET JUSTIFICATION**

Reference FNS Instruction 796-2, Rev. 3, Financial Management – Child and Adult Care Food Program, for additional guidance.

1. **If the contracting entity is a sponsoring organization, is the contracting entity a:** – Indicate if the sponsoring organization is a “Sole purpose organization” or a “Multipurpose organization”.
  2. **Does the contracting entity have indirect costs to be paid from the nonprofit food service account?** - Indicate Yes or No. If Yes, these costs must be specifically identified as indirect costs when you complete the Budget Justification Charts on pages 2-5.
  3. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “Prior Approval”?** - Indicate Yes or No. If yes, identify these costs as “(PA)”, costs requiring “Prior Approval”, when you complete the Budget Justification Charts on pages 2-5.
  4. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “Specific Prior Written Approval”?** - Indicate Yes or No. If yes, identify these costs as “(SP)”, costs requiring “Specific Prior Written Approval”, when you complete the Budget Justification Charts on pages 2-5.
  5. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “USDA Regional Office Approval”?** - Indicate Yes or No. If yes, identify these costs as “(Reg)”, costs requiring “USDA Regional Office Approval”, when you complete the Budget Justification Charts on pages 2-5.
  6. **The contracting entity must have adequate sources of funds to continue...** - Indicate the source and amount of funds that the CE has available to pay employees and suppliers during temporary interruptions in CACFP payments and/or to pay debts when fiscal claims have been assessed against the CE.
  7. **There are a number of one-time and recurring expenses for which CACFP funds may not...** - Indicate the source and amount of funds that the CE has available to pay for general business costs that are not allowable CACFP expenses.
- 

**BUDGET JUSTIFICATION CHARTS – Nonprofit Food Service Administration and Operation – Budget Justification Labor Costs 1A (Administrative) and 1B (Operation)**

**Position and CACFP Duties** – Enter the titles of the positions. These should match your organizational chart. Enter a brief description of the CACFP duties performed.

- **Column 1 – Number of Personnel in this Position** – Enter the number of staff per position, such as Director 1, Monitor 12, Clerical Support 2, Cook 1.
- **Column 2 – Annual Base Salary** – Enter the annual base salary for all staff in the designated position.
- **Column 3 – Additional Labor Costs and Benefits** – Enter the name of the benefit, such as FICA, health insurance, retirement, etc., and the detailed computations justifying the amount budgeted.
- **Column 4 – Total Base Salary and Benefits** – Add Columns 2 and 3 to arrive at this total.
- **Column 5 – Number of Hours Worked Daily** – Enter the total number of hour worked per day.
- **Column 6 – Number of Hours Spent in Food Service Duties** – Enter the number of hours spent in food service duties. For administrative labor costs, use time distribution reports as the basis for estimating the labor hours for staff who do not work in food service 100% of the time. When food service labor is documented each month, it must be actual and not an estimate.
- **Column 7 – Portion of Total Salary and Benefits Paid...** – Enter the total salary and benefits paid from the nonprofit food service account.

**Total Administrative Labor Costs** – Enter the total for all costs in Columns 4 and 7.

**Total Operation Labor Costs** – Enter the total for all costs in Columns 4 and 7.

### **BUDGET JUSTIFICATION CHARTS – Nonprofit Food Service Program Requirements – Cost Category 2-10.**

The organization must provide their entire food service budget for the current year. You will indicate in columns A and B the portion of the costs to be paid from the nonprofit food service account. You must specifically identify each item and explain how each cost was calculated. Cost category 9. Unaffiliated Facility Costs – For Sponsoring Organizations Only, is a place for sponsors of unaffiliated sites to document the total annual anticipated CACFP reimbursement that will go to unaffiliated sites for their CACFP costs. Transfer the total from Columns A and B to Page 6, Summary of Projected Annual Nonprofit Food Service Costs.

### **Summary of Projected Annual Nonprofit Food Service Costs**

Transfer the amounts listed in the cost categories from the budget justification charts into Column A (Administrative) and Column B (Operation).

#### **11. Summary of Nonprofit Food Service Income**

1. Enter the total annual costs of nonprofit food services from the budget above (Column A + Column B).
2. Enter your projected annual CACFP reimbursement for the program year.
3. Enter the total of other income to the nonprofit food service account, such as donations specifically designated for food service.
4. Enter the total of lines 2 and 3.

Enter the sources and amount of funds that make up line 3.

If line 1 is greater than line 4, the contracting entity must list their sources and amount of funds that will be used to cover this shortfall.

### **SECTION III – BUDGET DISCLOSURE**

**Contracting organizations applying to participate...** – Indicate Yes or No. If yes, attach a detailed explanation.

## SECTION IV – CERTIFICATION

**Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.

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### SUBMITTAL

**CEs Not Using TX-UNPS** – Submit, along with the *Contracting Entity Budget Detail – Centers* form, to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

Those contracting entities that do not use TX-UNPS use this form to document their board of directors. In addition, if the contracting entity does not have a board of directors, this form is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form for each board member or individual that has overall responsibility for management of the CACFP.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity (CE):	2. CE ID:	3. Version:

**SECTION II – BOARD MEMBER INFORMATION**

1. Board Member Type		2. Length of time on board		
3. Name of Board Member				
Salutation	First Name	Last Name		
4. Date of Birth		5. Email Address		
6. Phone (include area code)		Extension	Fax (include area code)	
7. Occupation:				
8. Current employer:				
<b>Employer Address</b>				
9. Address 1:	10. Address 2:	11. City	12. State	Zip+4
+				
<b>Home Address</b>				
13. Address 1:	14. Address 2:	15. City	16. State	Zip+4
+				
17. Is this member related to other board members or staff of staff of this organization? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If <b>Yes</b> , please specify name and position held:				

You must submit documentation that confirms your organization's governing body is aware of the organization's responsibilities and liabilities associated with participation in the CACFP. This is done by submitting the Checklist Item, Governing Body Awareness.

**SECTION III – SIGNATURE**

Signature – Authorized Representative of Contracting Entity	Date
Name (please type or print)	Title

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
BOARD OF DIRECTORS - CENTERS**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the Board of Directors – Centers screen in TX-UNPS and do not complete this form on paper. Those CE's that **do not** use TX-UNPS will complete and submit this paper form as part of the application process. This form is also completed/submitted when requesting revisions. In addition, if the contracting entity does not have a board of directors, this form is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form for each board member or individual that has overall responsibility for management of the CACFP. For example, a for-profit contracting entity owned by Jane and John Doe does not have a board of directors. This form is completed for both Jane and John Doe to show that they have responsibility for management of the CACFP. Jane and John will be designated as "Board Members" in this case.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
  2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
  3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter "Original". For each additional submittal, enter "Revision 1", "Revision 2", and so on.
- 

**SECTION II – BOARD MEMBER INFORMATION**

1. **Board Member Type** – Enter the board member type using the following values: Chairman of the Board, Vice Chair, Executive Director, Treasurer, Secretary, Board Member or Compensated Board Member. If one of these values is not appropriate, enter "Board Member".
2. **Length of time on board** – Enter the length of time this board member has served.
3. **Name of Board Member** – Enter the following for the board member: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
4. **Date of Birth** – Enter the date of birth for the board member.
5. **Email Address** – Enter the email address for the board member.
6. **Phone** – Enter the phone number (include area code), extension and fax number of the board member.
7. **Occupation** – Enter the occupation of the board member.
8. **Current Employer** – Enter the current employer for the board member.
9. **Employer Address: Address 1** – Enter the street address or P.O. Box for the employer of the board member.
10. **Employer Address: Address 2** – If the employers address include a suite number, apartment number or other numbering sequence, enter that information.
11. **Employer Address: City** – Enter the city of the employer's address.
12. **Employer Address: State & Zip** – Enter the State and zip code of the employer's address.
13. **Home Address: Address 1** – Enter the street address of the board member's home address. This cannot be a P.O. Box.
14. **Home Address: Address 2** – If the board member's home address includes a unit number, apartment number or other numbering sequence, enter that information.
15. **Home Address: City** – Enter the city of the board member's home address.
16. **Home Address: State & Zip** – Enter the State and zip code of the board member's home address.

17. **Is this member related to other...** – Indicate Yes or No. If Yes, specify name and position held for each person (other board member or staff person) the board member is related to.

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### **SECTION III – SIGNATURE**

The Authorized Representative of the Contracting Entity signs, dates and prints their name and title.

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### **SUBMITTAL**

**CEs Not Using TX-UNPS** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645



Those contracting entities that do not use TX-UNPS must, if applicable, complete and submit this paper form as part of the application process.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity (CE):	2. CE ID:

**NAME AND TITLE OF CONTRACTING ENTITY FINANCIAL AUDIT CONTACT**

1. Name of Financial Audit Contact			
Salutation	First Name	Last Name	2. Email Address
3. Phone (include area code)	Extension	Fax (include area code)	
4. Title			

**ORGANIZATION TYPE**

5. Type of Agency

**CONTRACTING ENTITY'S 12-MONTH FISCAL YEAR**

6. Fiscal Year:

**FEDERAL FUNDS**

7. Does the organization expend federal funds from a program other than those administered by TDA? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Identify the federal funds source and the total amount for each source that your organization projects to expend for the fiscal year.

Federal Fund Source	Amount
	\$
	\$
	\$
	\$
	\$

**SECTION II – CERTIFICATION**

I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Programs administered by the Texas Department of Agriculture Food and Nutrition Division, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

\_\_\_\_\_ Date \_\_\_\_\_ Title - Authorized Representative

Signature - Authorized Representative

\_\_\_\_\_

Printed Name - Authorized Representative

## **INSTRUCTIONS FOR FOOD & NUTRITION ANNUAL AUDIT**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete, if applicable, the Annual Audit screen in TX-UNPS and do not complete this form on paper. Those CE's that **do not** use TX-UNPS will, if applicable, complete and submit this paper form as part of the application process.

All Contracting Entities that may be subject to the Single Audit Act are required to complete the Annual Audit screen/form indicating their fiscal year and any other federal funds they receive. Non-profit Contracting Entities that expend \$500,000 or more in TOTAL federal funds during their fiscal year are required to submit an audit that meets the requirements of the Single Audit Act, as amended. For more details on Single Audit requirements, please refer to the Program Handbooks.

CEs who's Type of Agency is Military Installation, Indian Tribe, Government Agency or For Profit Organization are not required to complete and submit the Annual Audit screen/form.

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### **SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
  2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
- 

### **NAME AND TITLE OF CONTRACTING ENTITY FINANCIAL AUDIT CONTACT**

1. **Name of Financial Audit Contact** – Enter the following for the financial audit contact: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
  2. **Email Address** – Enter the email address for the financial audit contact.
  3. **Phone** – Enter the phone number (include area code), extension and fax number of the financial audit contact.
  4. **Title** – Enter the title of the financial audit contact.
- 

### **ORGANIZATION TYPE**

5. **Type of Agency** – Enter the Type of Agency that the contracting entity is from the following list: Educational Institution, Private Non Profit Organization or Other. If you enter "Other", please explain.
-

## CONTRACTING ENTITY'S 12-MONTH FISCAL YEAR

6. **Fiscal Year** – Enter the contracting entity's 12-month fiscal year. Acceptable entries are: January – December, or February – January, or March – February, or April – March, or May – April, or June – May, or July – June, or August – July, or September – August, or October – September, or November – October, or December – November
- 

## FEDERAL FUNDS

7. **Does the organization expend federal funds form a program other than those administered by TDA?** – Indicate Yes or No.
8. **Identify the federal funds source and the total amount for each source that your organization projects to expend for the fiscal year** – Enter the federal fund source and amount in the chart. Attach additional pages, if needed.
- 

## SECTION IV – CERTIFICATION

**Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.

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## SUBMITTAL

**CEs Not Using TX-UNPS** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

**TEXAS DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION DIVISION**

**PERMANENT AGREEMENT**

\_\_\_\_\_  
County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,  
Summer Food Service Program, Child and Adult Care Food Program and  
Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and \_\_\_\_\_, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.  
DEFINITIONS**

For purposes of this Agreement:

“Contractor” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

“School nutrition programs” shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

**II.  
PROGRAM DESIGNATION**

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- National School Lunch Program including:
  - Afterschool Care Program
  - Seamless Summer Option
  - Fresh Fruit and Vegetable Program
- School Breakfast Program
- Summer Food Service Program
- Child and Adult Care Food Program
  - Adult Day Care Centers
  - Child Care Centers
  - Day Care Homes
- Special Milk Program

**III.  
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT**

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
  
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
  - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
  
  - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
  
  - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
  
  - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all



elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

- D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:
1. Operate a nonprofit food service during the period specified, as follows:
    - a. From May through September for children on school vacation;
    - b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
    - c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
  2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
  3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
  4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
  5. Issue a free meal policy statement in accordance with §225.6(c);
  6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);
  7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
  8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;
  9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
  11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
  12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
  13. Have access to facilities necessary for storing, preparing, and serving food;
  14. Maintain a financial management system as prescribed by the State agency;
  15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
  16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
  17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
  18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
  19. Retain final financial and administrative responsibility for its program.
  20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.
- E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
  2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
  3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FNSRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

**IV.  
TDA CLAIMS PAYMENT**

A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.

B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

**V.  
STATE AUDITOR'S OFFICE**

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**VI.  
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.  
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.  
TERM AND TERMINATION**

- A. This Agreement shall take effect on \_\_\_\_\_, 20\_\_\_\_, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
  
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
  - 1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
  
  - 2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
  
  - 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

**IX.**  
**AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY  
MEMORANDA, AND GUIDANCE**

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

**X.**  
**SEVERABILITY**

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**XI.**  
**SIGNATURES**

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

**CONTRACTOR**

\_\_\_\_\_  
Name of Contracting Organization  
(Please print or type)

By: \_\_\_\_\_  
Signature of the  
official who has been authorized to sign  
contracts on behalf of the contracting organization.

\_\_\_\_\_  
Name of Official Signing  
(Please print or type)

\_\_\_\_\_  
Title of Official  
(Please print or type)

Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_  
TDA Representative

Date: \_\_\_\_\_

Revised January 2009



**EXHIBIT A**  
**SCHEDULES A-K**  
**(Applicable to NSLP/SBP/SMP only)**

**Schedule A:** Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

**Schedule B:** School Breakfast Pattern for Traditional Food Based Menu Planning

**Schedule C:** School Breakfast Pattern for Enhanced Food Based Menu Planning

**Schedule D:** School Lunch Pattern for Enhanced Food Based Menu Planning

**Schedule E:** School Lunch Pattern for Traditional Food Based Menu Planning

**Schedule F:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

**Schedule G:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

**Schedule H:** Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

**Schedule I:** Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule J:** Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule K:** Afterschool Care Program Meal Pattern



Texas Department of Agriculture  
Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

**Section I:**

**Column 1– Campus Number:** For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

**Column 2– Names of Schools/Sites:** Please list the name of each school/site located in your SFA.

**Column 3 – Enrollment:** Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

**Column 4 – Total Eligible:** For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

**Column 5 – Program Participation:** For each school/site listed, please indicate with an “X” which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

**Grand Totals – (Last Row):** Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

## Schedule B

### School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
<b>Milk (Fluid): As a beverage, on cereal or both.</b>	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
<b>Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.</b>	1/4 cup	1/2 cup	1/2 cup	A juice or fruit or vegetable that is a good source of Vitamin C
<i>Select one serving from each of the following components or two servings from one component:</i>				
<b>Grains/Breads:</b> One of the following or an equivalent combination: <ul style="list-style-type: none"> <li>• Whole-grain or enriched bread</li> <li>• Whole-grain or enriched biscuit, roll, muffin, etc.</li> <li>• Whole-grain, enriched or fortified cereal.</li> </ul>	1/2 slice  1/2 serving  1/4 cup or 1/3 ounce	1/2 slice  1/2 serving  1/3 cup or 1/2 ounce	1 slice  1 serving  3/4 cup or 1 ounce	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes.  (whichever is less)
<b>Meat/Meat Alternates:</b> One of the following or an equivalent combination: <ul style="list-style-type: none"> <li>• Lean meat, poultry or fish</li> <li>** Alternate protein products (APP)</li> <li>• Cheese</li> <li>• Large egg</li> <li>• Peanut butter or other nut or seed butters</li> <li>• Cooked dry beans/peas</li> <li>• Nuts and/or seeds</li> <li>• Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)</li> </ul>	1/2 ounce  1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp.  2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1/2 ounce  1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp.  2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1 ounce  1 ounce 1 ounce 1/2 egg 2 Tbsp.  4 Tbsp. 1 ounce 4 ounces or 1/2 cup	No more than 1 ounce of nuts or seeds may be served in any one meal.  Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.

\*\*Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

## Schedule C

### School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
<b>Milk (Fluid):</b> As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
<b>Juice/Fruit/Vegetable:</b> Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup
<i>Select one serving from each of the following components or two from one component:</i>			
<b>Grains/Breads*:</b> One of the following or an equivalent combination:  Whole-grain or enriched bread Whole-grain or enriched biscuit, roll, muffin, etc. Whole-grain, enriched or fortified cereal.	1/2 slice 1/2 serving 1/4 cup or 1/3 ounce	1/2 slice 1/2 serving 1/3 cup or 1/2 ounce	1 slice 1 serving 3/4 cup or 1 ounce (whichever is less)
<b>Meat/Meat Alternates:</b>  Meat/poultry or fish **Alternate Protein Products (APP) Cheese Egg (large) Peanut butter or other nut or seed butters Cooked dry beans and peas Nuts and/or seeds (as listed in program guidance). <sup>1</sup> Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed).	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1 ounce 1 ounce 1 ounce 1/2 egg 2 Tbsp. 4 Tbsp. 1 ounce 4 ounces or 1/2 cup
<i>Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.</i>			

<sup>1</sup>No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

\*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

\*\*Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

## Schedule D

### School Lunch Pattern for Enhanced Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 oz.= 50%	3/4 oz.= 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week <sup>1</sup>	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day <sup>1</sup>	8 servings per week—minimum of 1 per day <sup>1</sup>	12 servings per week—minimum of 1 per day <sup>1 2</sup>	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day <sup>1 2</sup>
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

<sup>1</sup>For the purposes of this chart, a week equals five days.

<sup>2</sup>Up to one grains/breads serving per day may be a dessert.

<sup>3</sup>USDA recommends whole milk for children 1-2 years of age.

\*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

# Schedule E

Food Components		Food Items		Minimum Quantities			Recommended Quantities	
				Preschool		Grades 4-12 ages 9 & over (Group IV)		Grades 7-12 ages 12 & over (Group V)
				ages 1-2 (Group I)	ages 3-4 (Group II)			
<b>Meat or Meat Alternate</b> (quantity of the edible portion as served):	A serving of one of the following or a combination to give an equivalent quantity: Alternate Protein Products Lean meat, poultry or fish Cheese Large egg(s) Cooked dry beans or peas Peanut butter or other nut or seed butters. Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	1 oz. 1 oz. 1 oz. 1/2 cup 2 Tbsp. 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 3/8 cup 3 Tbsp. 6 oz. or 3/4 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 1 1/2 cup 4 Tbsp. 8 oz. or 1 cup	2 oz. 2 oz. 2 oz. 1 1/2 cup 4 Tbsp. 8 oz. or 1 cup	3 oz. 3 oz. 3 oz. 1 1/2 3/4 cup 6 Tbsp. 12 oz. or 1 1/2 cup 1 1/2 oz.= 50%	<ul style="list-style-type: none"> <li>Must be served in the main dish or the main dish and only one other menu item.</li> <li>Alternate protein products (APP) sometimes referred to as vegetable protein products (VPP) and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use.</li> </ul>	
<b>Vegetables or Fruits</b>	Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be combined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds= 1 oz. of cooked lean meat, poultry or fish).	1/2 oz. 1/2 cup	1/2 cup	3/4 cup	3/4 cup	3/4 cup	<ul style="list-style-type: none"> <li>No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice.</li> <li>Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal.</li> </ul>	
<b>Grains/Breads</b>	Servings of grains/breads: Must be enriched or whole grain.  A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	5 per week  minimum of 1/2 serving per day	8 per week  minimum of 1 serving per day	8 per week  minimum of 1 serving per day	8 per week  minimum of 1 serving per day	10 per week  minimum of 1 serving per day	<ul style="list-style-type: none"> <li>Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal.</li> </ul> <p>NOTE: <i>Food Buying Guide for Child Nutrition Programs</i> provides the information for the minimum weight of a serving.</p>	
<b>Milk</b> (As a beverage)		3/4 cup (6 fl. oz.)*	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	<ul style="list-style-type: none"> <li>Serve a variety of milk.</li> <li>*USDA recommends whole milk for children 1-2 years of age.</li> </ul>	

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

## Schedule F

### Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule G

### Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.



## Schedule H

### Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool	Grades K-3	Grades 4-12	Grades 7-12
Energy Allowances/ Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule I

### Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/ Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1, 2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1, 3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

# Schedule J

## Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule K

### Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 Recommended
Milk, fluid	1/2 cup	1/2 cup	1 cup	Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.
Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.	
Yogurt	2 oz./1/4 cup	2 oz./1/4 cup	2 oz./1/4 cup	
Egg	1/2	1/2	1/2	
Juice or fruit or vegetable	1/2 cup	1/2 cup	3/4 cup	
Bread and/or cereal: Enriched or whole grain bread or	1/2 slice	1/2 slice	1 slice	
Cereal: Cold dry or cooked cereal grains	1/4 cup/1/3 oz. 1/4 cup	1/3 cup/1/2 oz. 1/4 cup	3/4 cup/1 oz. 1/2 cup	

Juice may not be served when milk is served as the only other component.

*Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.*

**EXHIBIT B**  
**CIVIL RIGHTS POLICY COMPLIANCE FOR**  
**SCHOOL NUTRITION PROGRAMS**  
**(NSLP, SBP and SMP)**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

**EXHIBIT C**  
**CIVIL RIGHTS POLICY COMPLIANCE FOR**  
**CACFP AND SFSP**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

**EXHIBIT D**

U. S. DEPARTMENT OF AGRICULTURE

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**Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion-Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (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.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Exhibit D (Continued)**

### **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 which 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 tiered 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 which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered 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 form 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 is not debarred, suspended, ineligible or voluntarily excluded from that 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 Excluded Parties Lists System (EPLS).

**Exhibit D (Continued)**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into 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.



**EXHIBIT E**  
**CERTIFICATION REGARDING LOBBYING**

**PROCUREMENT**

**Certification Regarding Lobbying**

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Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

**Exhibit E (cont.)**

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

**EXHIBIT F**  
**STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING**

**PROCUREMENT**

**Disclosure of Lobbying Activities**

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352*

*(See next page for public burden disclosure.)*

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:  Year ____ Quarter ____  Date of last report ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier ____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Entity  <i>(If individual, last name, first name, MI):</i>    (Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services  <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>	

**Exhibit F (Cont.)**

<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____</p> <p>_____ Actual _____ Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>_____</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only: Reproduction of:</p>	<p>Authorized for Local Standard Form – LLL</p>

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub-awardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

**Exhibit F (cont.)**

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Exhibit G**  
**Clean Air and Water**

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
  - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
  - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
  - i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
  - ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
  - iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

**Exhibit G (cont.)**

- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not  been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

---

(Date)

---

Signature of Authorized Representative, Bidder



## **Exhibit H**

### **Schedule of Applicable Laws**

1. Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

2. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

3. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

4. Contractor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit D, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)

5. Contractor has signed the Lobbying Certification, Exhibit E, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit F herein, or will complete and submit as required in accordance with its instructions included in Exhibit F.

6. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), Exhibit G, which is attached herein and is incorporated by reference and made a part of this Contract.



Accepted and agreed:

TEXAS DEPARTMENT  
OF AGRICULTURE

(Name of Contracting Entity)

BY: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients  
 - to receive payments from the state of Texas by direct deposit  
 - to change or cancel existing direct deposit information

For Comptroller's Use Only		

For State Agency Use	
<input type="checkbox"/>	Advance Payment Notification
<input type="checkbox"/>	International Payments Verification
<input type="checkbox"/>	Interagency Transfer

## Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Cancellation (Sections 2 and 4 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

## Payee Identification

SECTION 2	Social Security Number (SSN) or Employer Identification Number (EIN) _____		Mail code (If not known, leave blank.) _____	
	Payee name (Business/Individual) _____		Phone number ( ) _____ ext. _____	
	Mailing address _____	City _____	State _____	ZIP code _____

## Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name _____		City _____	State _____
	Routing transit number (9 digits) _____		Customer account number (maximum 17 characters) _____	
			Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	Financial representative name (optional) _____		Title (optional) _____	
	Financial representative signature (optional) _____		Phone number (optional) ( ) _____ ext. _____	Date (optional) _____

## Authorization for Setup, Changes or Cancellation (required)

SECTION 4	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature <b>sign here</b> ▶ _____	Printed name _____	Date _____

## International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO
-------	--

## Authorization for Advance Payment Notification Setup (optional)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to send an e-mail notification one business day prior to the payment posting to my account. I understand that notifications may include payment information that is considered confidential and therefore exempt from public disclosure.	
	Contact name (Please print) _____	Contact phone number ( ) _____ ext. _____
	E-mail address _____	

## Cancellation by Agency (for state agency use)

SEC 7	Reason _____	Date _____
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## Authorized Signature (for state agency use)

SECTION 8	Signature <b>sign here</b> ▶ _____	Date _____
	Phone number ( ) _____ ext. _____	Agency number _____
	Agency name _____	
	Comments _____	

**Please return your completed form to:**  
 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
 Fiscal Management - Direct Deposit Program  
 P.O. Box 13528  
 Austin, TX 78711-3528  
 E-mail: claims.pin@cpa.state.tx.us  
 FAX: (512) 475-5424 Phone: (512) 936-8138

## Instructions for Vendor Direct Deposit / Advance Payment Notification Authorization

*Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exception in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at (800) 531-5441, ext. 6-6057.*

Section 1: Select the appropriate transaction type(s).

Section 2: Provide the Social Security Number or Employer Identification Number (EIN).

Section 3: Completion by financial institution is recommended.

**Important:** Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

**Note:** A prenote test will be sent to your financial institution for the account information entered into the Comptroller's system. The prenote test is a period of 14 calendar days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the 14 calendar day prenote time frame has expired.

Section 4: Must be completed in its entirety, and no alterations to the authorization language will be accepted.

Section 5: **If you receive state payments by direct deposit which are forwarded from a United States financial institution to a financial institution outside the United States, please contact the Texas Comptroller of Public Accounts at (512) 936-8138 and FAX your form to (512) 475-5424 or send to tins.mail@cpa.state.tx.us.**

Section 6: Provide the contact name, phone number and e-mail address to which payment notifications are to be sent. Notifications are sent for direct deposit payments only and sent by e-mail one business day prior to the deposit.

**Submit the completed form to the state agency with which you are conducting business. If the agency is unknown, please call (512) 936-8138 to obtain contact information.**

### **For State Agency Use**

Section 7: Provide reason for cancellation request.

Section 8: Must be completed if submitting form to the Comptroller's office for international payment verification or interagency transfer processing. Indicate requested action using the "For State Agency Use" box located at the top of the form.

If an international payments verification or interagency transfer is requested by the agency, select the desired action(s) in the box on the upper right corner of the form and submit the form to the Comptroller's office. State agencies should complete the direct deposit setup or change prior to submitting the form to the Comptroller's office.

**APPLICATION FOR TEXAS IDENTIFICATION NUMBER**

• See instructions on back

For Comptroller's use only	
----------------------------	--

1. Is this a new account?  YES Mail Code 000  NO Enter Mail Code \_\_\_\_\_ Agency number \_\_\_\_\_  
 Complete Sections 1 - 5 Complete Sections 1, 2 & 5

**SECTION 1**

2. **TEXAS IDENTIFICATION NUMBER (TIN)** - Indicate the type of number you are providing to be used for your TIN

1 - Employer Identification Number (EIN)  
 2 - Social Security number (SSN) Enter the number indicated \_\_\_\_\_  
 3 - Comptroller's assigned number (FOR STATE AGENCY USE ONLY)

3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax?  
 YES  NO If "YES," enter Texas Taxpayer Number \_\_\_\_\_

**SECTION 2**

**PAYEE INFORMATION (Please type or print)**

4. Name of payee (Individual or business to be paid) \_\_\_\_\_

5. Mailing address where you want to receive payments \_\_\_\_\_

6. (Optional) \_\_\_\_\_

7. (Optional) \_\_\_\_\_

8. (Optional) \_\_\_\_\_

9. City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

10. Payee telephone number (Area code and number) (\_\_\_\_\_) \_\_\_\_\_ SIC code \_\_\_\_\_ Security type code ( 0, 1, 2 ) \_\_\_\_\_ Zone code \_\_\_\_\_

**SECTION 3**

11. **OWNERSHIP CODES** - Check only one code by the appropriate ownership type that applies to you or your business.

**I** - Individual Recipient (not owning a business)
  **L** - Texas Limited Partnership: If checked, enter the Texas File Number \_\_\_\_\_

**S** - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN)  
 Owner's name \_\_\_\_\_  
 SSN  \_\_\_\_\_

**T** - Texas Corporation: If checked, enter the Texas File Number \_\_\_\_\_

**A** - Professional Association: If checked, enter the Texas File Number \_\_\_\_\_

**P** - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN).  
 Name \_\_\_\_\_  
 SSN/EIN  \_\_\_\_\_

**C** - Professional Corporation: If checked, enter the Texas File Number \_\_\_\_\_

**O** - Out-of-State Corporation  
 **G** - Governmental Entity  
 **U** - State agency / University  
 **F** - Financial Institution  
 **R** - Foreign (out of U.S.A.)

**N** - Other: If checked, explain. \_\_\_\_\_

**SECTION 4**


12. Payment Assignment?  YES  NO *Note: A copy of the assignment agreement between payees must be attached.*

Assignee name \_\_\_\_\_

Assignee TIN \_\_\_\_\_ Assignment date \_\_\_\_\_

**SECTION 5**

13. Comments \_\_\_\_\_

14.  Authorized signature (Applicant or authorized agent) \_\_\_\_\_ Date \_\_\_\_\_

Agency name \_\_\_\_\_ Prepared by \_\_\_\_\_ Phone (Area code and number) \_\_\_\_\_

15. \_\_\_\_\_

# APPLICATION FOR TEXAS IDENTIFICATION NUMBER



## SUSAN COMBS • TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Statewide Fiscal Services  
Austin, Texas 78774-0100

### WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Texas Identification Number (TIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

**NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.**

### FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's office at (800) 531-5441, ext. 3-3660. The Austin number is (512) 463-3660.

### NOTICE TO STATE AGENCIES -

*When this form is used to set up additional mail codes, Sections 1, 2 and 5 must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide at <https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide> for additional information.*

### GENERAL INSTRUCTIONS -

- Do not use dashes when entering Social Security, Employer Identification or Comptroller's assigned numbers.
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOV'T. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255 (1978).

### SPECIFIC INSTRUCTIONS -

#### SECTION 1 - TEXAS IDENTIFICATION NUMBER

EIN: For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service.

SSN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

Comptroller Assigned Number: FOR STATE AGENCY USE ONLY. A Comptroller Assigned Number is an ID number that is given to a state agency that needs to pay either a foreign entity or a foreign individual who does not have an EIN or SSN.

Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? If "YES," enter Texas Taxpayer Number.

#### SECTION 2 - PAYEE INFORMATION

Items 4 through 8 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9 - Enter the city, state and ZIP Code.

Item 10 - Enter payee telephone number.

SIC code, Security type code and Zone code: FOR STATE AGENCY USE ONLY.

#### SECTION 3 - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at (512) 463-5555 for information regarding Texas file numbers.

#### SECTION 4 - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include a copy of the assignment agreement between the assignee and the assignor.

#### SECTION 5 - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

*Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone numbers listed on this form.*

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. Name of Contracting Entity (CE)	2. DUNS Number	3. CE ID	4. Management Plan Version:

**SECTION II – CONTRACTING ENTITY APPLICATION – CENTERS CERTIFICATIONS**

1. List all publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in (attach additional pages as needed):

Name of Publicly Funded Program	Contact Person	Telephone Number

2. Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements? .....  Yes  No

If "Yes", answer question #3.

3. Were the violations corrected and eligibility restored, including payments of debts owed? .....  Yes  No

If "Yes", submit documentation of reinstatement, including proof of payment of debts, if applicable.

If "No", attach a detailed explanation.

4. Has the contracting entity or any of the contracting entity's principals been convicted of any activity that occurred within the past seven years that indicated a lack of business integrity? .....  Yes  No

If "Yes", attach a detailed explanation.

**SECTION III. FINANCIAL VIABILITY AND MANAGEMENT**

A contracting entity must have adequate financial resources to operate the program on a daily basis and have adequate sources of funds to withstand temporary interruptions in program payments and/or fiscal claims against the organization.

**CEs that are Independent Centers** - Attach the contracting entity's most recent audit or audited financial statement. If neither document is available, attach a balance sheet and income statement.

**CEs that are Sponsors** - Attach a comprehensive financial statement, including all expenditures and sources of income to the organization as a whole for the past three years. If your organization has fewer than three years of financial history, you must submit a performance bond.



**SECTION IV. ADMINISTRATIVE CAPABILITY**

Contracting entities must have an adequate number and type of staff with appropriate qualifications.

1. Contracting entities operating the CACFP must have qualified staff to ensure effective Program operation. Complete the chart below to describe, in detail, the qualifications you require for the person(s) that perform each listed function.

Administration — Staff Function	Qualifications
Direct and manage the CACFP	
Train staff	
Train staff of sites (for Sponsoring Organizations only)	
Free or reduced eligibility determination	
Financial management	
Reimburse sites (for Sponsoring Organizations only)	
Review meal counts, menus and attendance	
Plan menus	
Purchasing (procurement)	
Recruitment of sites (for Sponsoring Organizations only)	
Monitor sites (for Sponsoring Organizations only)	
Maintain records	
Enforce civil rights compliance	
Prepare and submit claims	

Meals — Staff Function	Qualifications
Prepare meals	
Document meal records	
Serve meals	
Take meal count	
Maintain records	

2. **Sponsoring Organization Only:** Attach the sponsoring organization's policies and procedures that assign CACFP and Civil Rights responsibilities.
3. **Sponsoring Organization Only:** You must demonstrate that you have an adequate number of staff to conduct required monitoring. If you sponsor 25 or more sites, complete and attach the *Sponsoring Organization Monitoring Staff Information - Centers* form.
4. **Sponsoring Organization Only:** Attach the sponsoring organization's Outside Employment Policy.

## SECTION V. PROGRAM ACCOUNTABILITY

The contracting entity must have internal controls and other management systems to ensure fiscal accountability and program compliance with federal and state regulations.

1. The contracting entity must have a financial system with management controls specified in writing. Attach the organization's written procedures that assure:
  - a. fiscal integrity and accountability for all program funds and property received, held and disbursed;
  - b. disbursement of advances and/or reimbursements to sponsored sites will occur within five days of receipt of funds from TDA (**for sponsoring organization only**);
  - c. integrity and accountability of all authorized program expenses incurred;
  - d. claims will be processed accurately and in a timely manner;
  - e. funds and property are properly safeguarded and used; and
  - f. safeguards and controls are in place to prevent and detect improper financial activities by employees.
2. The contracting entity must have sound management practices that will result in the operation of the program in accordance with the meal service, record keeping and other operational requirements. Attach the organization's written procedures that assure:
  - a. meals provided meet the required meal pattern;
  - b. civil rights requirements are met;
  - c. complete and accurate records for enrollment, attendance, free and reduced price eligibility, meal preparation, meal counts and claims are kept; and
  - d. claims are submitted only for eligible meals.
3. Contracting entities must attach training policies that include training for:
  - a. new sponsoring organization staff who perform key activities before assuming CACFP duties (this applies to sponsoring organizations only);
  - b. current sponsoring organization staff who perform key activities annually (this applies to sponsoring organizations only);
  - c. monitors who conduct site reviews (this applies to sponsoring organizations only);
  - d. new site staff before program participation (this applies to sponsoring organizations and Independent Centers); and
  - e. current staff of participating site(s) annually (this applies to sponsoring organizations and Independent Centers).
4. **Sponsoring Organizations only:** must attach site monitor review procedures. If averaging, include the criteria used to determine which sites will receive two, three or four visits.
5. **Sponsoring Organizations only:** must submit a written recruitment plan detailing how you will recruit new sites, including your method of contact, how you will ensure you will not recruit sites who are currently participating with another sponsor, how you will budget your recruitment costs and ensure you do not use CACFP funds to recruit sites already participating in the Program. If you are not planning to recruit new sites, submit a written statement to that effect in lieu of a recruitment plan.
6. All contracting entities (Independent Centers and Sponsors) must ensure that each site's license, exemption or other documentation remains valid before paying each monthly claim for reimbursement. List the steps you will take to ensure this requirement (attach additional pages as needed):

**SECTION VI. FREE AND REDUCED-PRICE POLICY STATEMENT (NONPRICING ONLY)**

All contracting entities (Sponsoring Organizations and Independent Centers) which do not serve meals at a separate charge, shall agree to the following free and reduced-price meal policy:

The representative(s) of the contracting entity applying for participation in the CACFP agree to accept the responsibility of and assure that the contracting entity:

- a. will not physically segregate nor discriminate in any way against any person receiving a free or reduced-price meal benefit and that it will protect the anonymity of these persons and that there will be no overt identification of persons receiving a free or reduced-price meal; and
- b. will serve the same meals or snacks to all CACFP participants at no separate charge, regardless of race, color, national origin, sex, age, or disability and that there will be no discrimination in the course of the food service.

*By agreeing to this statement the contracting entity assures the Texas Department of Agriculture (TDA) it will uniformly implement the free and reduced-price policy statement in all CACFP sites under its jurisdiction. This policy statement is permanent and remains in effect until it is modified by TDA.*

**In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.**

**To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.**

**SECTION VII. CERTIFICATION AND SIGNATURE**

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title - Authorized Representative

\_\_\_\_\_  
Printed Name - Authorized Representative

**This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.**

**For TDA Use Only**

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Signature —TDA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of the TDA Representative

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
CONTRACTING ENTITY MANAGEMENT PLAN - CENTERS**

Contracting entities (CEs) complete and submit this form as part of the application process. This form is also completed and submitted when requesting revisions.

**SECTION I – CONTRACTING ENTITY (CE) INFORMATION**

1. **Name of Contracting Entity (CE)** - Enter the legal name of the contracting entity.
  2. **DUNS Number** – Enter the 9-digit DUNS number issued by Dun & Bradstreet. To obtain a DUNS number, free or charge, contact Dun & Bradstreet at 1-866-705-5711 or <http://fedgov.dnb.com/webform> and indicate that you are a Federal grant applicant/prospective applicant. You must have a DUNS number to participate in the CACFP.
  3. **CE ID** – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
  4. **Management Plan Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
- 

**SECTION II – CONTRACTING ENTITY APPLICATION – CENTERS CERTIFICATIONS**

Reference the CERTIFICATION section on the Contracting Entity Application - Centers.

1. **Publicly Funded Programs...**– List all publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
  2. **Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded program for violating program requirements?** - Indicate Yes or No. If yes, answer question #3.
  3. **Were the violations corrected and eligibility restored, including payments of debts owed?** - Indicate Yes or No. If yes, submit documentation of reinstatement, including proof of payment of debts, if applicable. If no, attach a detailed explanation.
  4. **Has the contracting entity or any of the contracting entity’s principals been convicted of any activity that occurred within the past seven years that indicated a lack of business integrity?** - Indicate Yes or No. If yes, attach a detailed explanation.
- 

**SECTION III. FINANCIAL VIABILITY AND MANAGEMENT**

For Independent Centers, attach the contracting entity’s most recent audit or audited financial statement. If neither document is available, attach a balance sheet and income statement.

For Sponsors, attach a comprehensive financial statement, including all expenditures and sources of income to the organization as a whole for the past three years. If your organization has fewer than three year of financial history, you must submit a performance bond.

---

**SECTION IV – ADMINISTRATIVE CAPABILITY**

Contracting entities must provide a detailed accounting of the staff resources they will devote to CACFP responsibilities, and must also have written personnel policies and procedures in place.

1. **Contracting entities operating the CACFP must have qualified staff...** – Complete the chart by describing the qualifications you require for the person(s) who perform required CACFP functions. The qualifications should be sufficient in detail that they explain what educational background, work experience and training you require. Contracting entities must have sufficient staff to properly carry out each key function listed on the chart.
  2. **Sponsoring Organization Only:** – Provide written policies and procedures that assign CACFP responsibilities and duties, including who the responsibilities are assigned to, and ensure compliance with Civil Rights responsibilities.
  3. **Sponsoring Organization Only:** – You must demonstrate that you have an adequate number of staff to conduct required monitoring. If you sponsor 25 or more sites, complete the *Sponsoring Organization Monitoring Staff Information – Centers* form to verify that you have the required number of staff in terms of Full-Time Equivalents (FTEs) for the number of sponsored sites. If you don't currently sponsor 25 or more sites, but your sponsorship grows to 25 or more in the future you must submit this form.
  4. **Sponsoring Organization Only:** – Attach the sponsoring organization's Outside Employment Policy. The policy must restrict other employment by employees that interferes with the employee's performance of CACFP related duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest.
- 

## SECTION V – PROGRAM ACCOUNTABILITY

To participate in the program, a contracting entity must demonstrate its ability to track and monitor actions in two areas:

- Accountability for program funds, which is an example of financial integrity; and
- Accountability for the meal service, which is an example of program and nutritional integrity.

Accountability means ensuring that program funds are being spent for the purpose of providing meals that meet program requirements. It also refers to the contracting entity's ability to ensure the quality of meal service, and its compliance with Program requirements. In order to meet the Program's standard for program accountability, a contracting entity must meet the following requirements.

- A contracting entity must have an independent board of directors. The board of directors is responsible for hiring and firing the executive director and overseeing all of the site's activities, including its operation of the CACFP.
  - A contracting entity must implement a financial management system that establishes controls for handling the contracting entity's funds. There must be a process in place that tracks revenue and expenses, and ensures that program funds are used for program purposes. The internal controls (policies or procedures) must direct and track the organization's efforts to discourage employees from committing offenses that indicate a lack of business integrity. Therefore, contracting entities need 1) "checks and balances" that minimize the chance of fraud or abuse; and 2) procedures to direct and track employees' actions that establish a paper trail to document that employees have followed the contracting entity's policies and procedures.
  - A contracting entity must execute sound management practices to ensure other program requirements are met. The most important of these are 1) a system for monitoring menus, meal production records and the meal service to ensure that the CACFP meal pattern is being met; and 2) procedures for determining free and reduced price eligibility, counting meals, and submitting timely and accurate claims for reimbursement.
1. **The contracting entity must have a...**– Attach a description of the contracting entity's financial management system.
  2. **The contracting entity must have sound...**– Attach a description of the management practices that will be implemented to ensure program requirements are met.
  3. **The contracting entity must attach...**– Attach the contracting entity's training policies.
  4. **Sponsoring Organization only:** – Attach the contracting entity's site monitor review procedures. If averaging, include the criteria used to determine which sites will receive two, three or four visits.

5. **Sponsoring Organization only:** – Attach the contracting entity’s recruitment plan.
  6. **All contracting entities (Independent Centers and Sponsors) must ensure that each site’s...-** List the steps you take to ensure each site’s license, exemption or other documentation remains valid before paying each monthly claim for reimbursement.
- 

## **SECTION VI – FREE AND REDUCED-PRICE POLICY STATEMENT (NONPRICING ONLY)**

All contracting entities, which do not serve meals at a separate charge, must agree to the free and reduced-price meal policy. If you charge separately for meals, contact TDA for guidance.

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## **SECTION VII – CERTIFICATION AND SIGNATURE**

**Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.

---

## **SUBMITTAL**

**All CEs** – Submit this form, and attachments, to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

**Sponsoring Organization Monitoring Staff Information - Centers**

Name of Contracting Entity	CE ID	Version
----------------------------	-------	---------

**Part I — Monitor Staff Resources**

A. Employee Name	B. Position	Annual Monitoring Hours						I. FTE (Total Monitor Hours + 2080)		
		C. Monitor Form	D. On-Site Training	E. On-Site TA	F. Menu Review	G. Household Contacts	H. Other Monitor Functions	Total Annual Monitor Hours	+ 2080 =	FTE
										÷ 2080 =
										÷ 2080 =
										÷ 2080 =
										÷ 2080 =
										÷ 2080 =
										÷ 2080 =
<b>Total FTEs Available</b>										

**Part II — Monitoring Hours Needed  
(Adjusted for Distance and Size)**

Distance In Miles	Enter the Number of Sites	Multiply by this Factor	Adjusted Hours
0 – 24		X 0	= 0
25 – 50		X 6	=
51 – 100		X 9	=
101 – 150		X 12	=
151 – 200		X 18	=
> 200		X 24	=
<b>Total Sites</b>		<b>X 13.5 (Base Factor)</b>	=
<b>FTEs Required A. Total Hours</b>			÷ 2080 =
<b>Site Enrollment:</b>			
<b>Sites with Enrollment <u>Less</u> than 100</b>		X 0	= 0
<b>Sites with Enrollment <u>Greater</u> than 100</b>		X 1.5	=
<b>FTEs Required B. Total Hours</b>			÷ 2080 =

**Part III — Meeting Requirements**

<p><b>Total FTEs Available (From Part I):</b> _____</p>	<p><b>Note:</b> Use both the distance adjustment and the enrollment size adjustment to get the total FTEs required.</p> <p><b>Total FTEs Required (From Part II-A+B):</b> _____</p>
---	---

\_\_\_\_\_  
Signature – Contracting Entity Representative

\_\_\_\_\_  
Date

**TDA Use Only**

<p>_____ Signature — TDA Representative</p>	<p>_____ Date</p>	<p>_____ Title of TDA Representative</p>
---	-----------------------	--

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
SPONSORING ORGANIZATION MONITORING STAFF INFORMATION - CENTERS**

Contracting entities (CEs) that sponsor 25 or more sites must demonstrate that they have adequate staff resources (Full Time Equivalents (FTEs)) to complete required monitoring activities. This form provides a method to calculate the time spent by employees performing monitoring visit activities and the FTEs needed. CEs complete and submit this paper form as part of the application process and when requesting revisions.

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
  2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
  3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
- 

**PART I – MONITOR STAFF RESOURCES**

Complete this section to document the staff committed to performing monitoring-related activities and to identify those activities and the amount of time allocated to complete them.

- A. **Employee Name** – Enter the name of the employee who performs monitoring tasks.
- B. **Position** – Enter the title or descriptive term that identifies the primary type of work performed by the employee.

**Annual Monitoring Hours**

- C. **Monitor Form** – Enter the total number of hours accumulated annually for each employee listed who completes the required data on a monitoring form. These hours include all activities related to conducting on-site reviews, including planning and scheduling; pre-review preparation; travel; supervisory oversight of monitors and the monitoring function; time spent in the site during the review; writing review reports; and conducting follow-up reviews.
  - D. **On-Site Training** – Enter the total number of hours accumulated annually for each employee listed who conducts on-site training. This includes all on-site training that occurs during a site monitoring review and all training of sponsor staff that is directly related to the monitoring function.
  - E. **On-Site TA** – Enter the total number of hours accumulated annually for each employee listed who provides technical assistance during a monitor review.
  - F. **Menu Review** – Enter the total number of hours accumulated annually for each employee who reviews and validates menus/meal production records. This only includes time spent reviewing these in the sponsor’s office as part of the monthly claim validation and preparation.
  - G. **Household Contacts** – Enter the total number of hours accumulated annually for each employee listed who conducts household contacts to determine the validity of a claim.
  - H. **Other Monitor Functions** – Enter the total hours accumulated annually for each employee listed who performs any other task directly related to the monitoring review function, such as time spent on updating enrollment forms.
  - I. **FTE** – Enter the number of hours entered in Columns C through H for each employee listed in Column A. Enter this total in the space provided in Column I for each employee and divide by 2080 (number of hours one full-time employee works in a year – 40 hours x 52 weeks = 2080 hours). This calculation yields the FTE that this employee contributes to meeting the total number of FTEs required. Lastly, total the sum of each employee’s FTE results in Column I to give the total FTEs available or dedicated to performing monitoring-related tasks.
-



## PART II – MONITORING HOURS NEEDED

### Adjustments for Distance and Size

The distance that a monitor has to travel to conduct a review has a measurable impact on the time allocated to conduct a monitoring review. The distance factor affects the number of FTEs necessary to accomplish the required annual monitoring reviews.

To determine the additional FTEs required based upon the distance factor, sponsoring organizations must complete the chart in this section:

- Step 1. **Enter the Number of Sites:** – Enter the number of sites on the line that corresponds to the distance in miles of the site from the monitor’s headquarters or location.
- Step 2. **Multiply by this Factor:** – Multiply the number of sites times the factor for that distance increment and enter that total in the corresponding space in the Adjusted Hours column.
- Step 3. **Total Sites:** – Add all of the entries in the Enter the Number of Sites column and enter the sum in the Total Sites column.
- Step 4. **Base Factor:** – Multiply the total number of sites by 13.5 and enter the total in the Adjusted Hours column. The figure 13.5 represents the base or average amount of time in hours needed to conduct the three required basic monitoring reviews per sponsored site per review.
- Step 5. **FTEs Required – A. Total Hours** – To determine the number of additional FTEs necessary to accomplish the required annual monitoring reviews after applying the distance and base factors, perform the following calculations:
  - Total all of the lines in the Adjusted Hours column and enter that total in FTEs Required – A. Total Hours.
  - Divide the total hours as calculated above by 2080.
  - Enter the result.

### Site Enrollment

According to the results or a survey of sponsoring organizations, the size of a site’s enrollment has a measurable impact on the time allocated to conduct a monitoring review. The size factor also affects the number of FTEs necessary to accomplish the required annual monitoring reviews for sponsored sites.

To determine the additional FTEs required based upon the size factor, sponsors must complete the Site Enrollment portion of Part II.

**Sites with Enrollment Less than 100** – Enter the number of sites on the line that corresponds to the sites enrollment. The Adjusted Hours column has been pre-populated with “0”. The hours required to accomplish the monitoring reviews for sites with enrollment less than 100 has already been included in the base factor tabulation in the Monitoring Hours Needed change in Part II.

**Sites with Enrollment Greater than 100** – Enter the number of sites on the line that corresponds to the sites enrollment. Multiply the number of sites by 1.5 and enter that total in the Adjusted Hours column.

**FTEs Required – B. Total Hours** – To determine the number of additional FTEs required to accomplish the required annual monitoring reviews after applying the size factor impact on enrollment, perform the following calculations:

- Total all of the lines in the Adjusted Hours column and enter that total in FTEs Required – B. Total Hours.

- Divide the total hours as calculated above by 2080.
  - Enter the result.
- 

### **PART III – MEETING REQUIREMENTS**

You must demonstrate that you have an adequate number of FTEs to accomplish the annual monitoring requirements for your sponsored sites.

**Total FTEs Available (From Part I)** – Enter the total from Column I of Part I in the space provided.

**Total FTEs Required (From Part II-A+B)** – Add the totals of the Adjusted Hours column, Items A and B, and enter this amount in the space provided.

**Note:** If the number of required FTEs from Part II is greater than the number of available FTEs from Part I, you do not have an adequate number of staff representing the FTEs necessary to successfully accomplish the annual monitoring requirements for your sponsored sites. Your application/revision cannot be approved until you employ an adequate number of staff dedicated to accomplishing the annual monitoring requirements.

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### **SIGNATURE AND DATE**

**Signature and Date** – An authorized representative of the contracting entity must sign and date the form.  
**TDA Use Only** – A TDA representative will sign, date and enter their title upon approval of the form.

---

### **SUBMITTAL**

**All CEs** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

1 STATE OF TEXAS § BOND NO. \_\_\_\_\_  
2 §  
3 COUNTY OF §

4 KNOW ALL BY THESE PRESENTS:

5 RE: Name of legal entity: \_\_\_\_\_  
6 Street address: \_\_\_\_\_  
7 City and State: \_\_\_\_\_  
8 Date of Incorporation: \_\_\_\_\_

9 That we, \_\_\_\_\_ As Principal  
10 (hereinafter called "Principal) and \_\_\_\_\_, as  
11 Surety (hereinafter called "Surety") are held firmly bound unto the Texas Department  
12 of Agriculture, as Obligee (hereinafter called "Obligee") in the sum of  
13 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof,  
14 well and truly to be made, we do here bind ourselves, our heirs,  
15 executors, administrators, successors, and assigns, jointly and severally, firmly by these  
16 presents.

17 Signed, sealed, and dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

18 Whereas, the Texas Department of Agriculture has agreed to pay  
19 monies to the Principal, DBA \_\_\_\_\_, under  
20 TAC Title 4, Part 1, Chapter 25 covering the \_\_\_\_\_.

21 NOW, THEREFORE, the conditions of the obligation are such, that if (a) the  
22 Obligee has completed the audit of the Principal and the said Principal faithfully satisfies  
23 all net audit exceptions which may have been taken by the Texas Department of  
24 Agriculture for any audit period covered by the period duration of this bond,  
25 (b) the Obligee has attempted an audit of the Principal as discussed in (a) above and the  
26 said Principal's records were unavailable or unauditible and said Principal faithfully  
27 satisfies all exceptions determined to be owing as a result of Principal's failure to keep  
28 records substantiating its performance, or (c) the Obligee completes any other research,  
29 including but not limited to investigations, administrative reviews, or management  
30 evaluations, into the contractual performance of the Principal and said Principal shall  
31 satisfy all monetary exceptions for the contract period covered by the period of duration  
32 of this bond, this obligation shall be null and void, otherwise to remain in full force and  
33 effect.

34 If the conditions of this obligation remain in full force and effect, the Surety is obligated  
35 to pay any net obligations shown to be owed to the Obligee within thirty days of  
36 receiving a demand letter from the Obligee.

1 Bond No. \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 Page 2

5 Liability under this bond shall terminate as of the \_\_\_\_\_ day of  
6 \_\_\_\_\_, 20\_\_\_\_, as to any acts subsequent thereto, unless said bond is  
7 continued in force from year to year by the issuance of a Continuation Certificate signed  
8 by the Surety.

9 Provided, this bond may be canceled as a future liability by the Surety upon sixty (60)  
10 days written notice to the Principal and the Oblige; however such cancellation shall  
11 not discharge the Surety's liability accrued during the term of this bond or which shall  
12 accrue in said sixty (60) day period.

13 \_\_\_\_\_  
14 Legal Name of Principal

15 \_\_\_\_\_  
16 Signature

17 \_\_\_\_\_  
18 Printed Name of Person Signing

19 \_\_\_\_\_  
20 Title of Person Signing

21 \_\_\_\_\_  
22 Name of Surety

23 \_\_\_\_\_  
24 By: Signature of Attorney in fact

25 \_\_\_\_\_  
26 Printed Name of Person Signing

27 Name and address of Surety's local representative:

28 \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

31 \_\_\_\_\_

## **PERFORMANCE BOND**

### **Instructions**

#### **PURPOSE**

To provide security for public funds paid to Child and Adult Care Food Program (CACFP) sponsors.

#### **PROCEDURES**

##### **When To Prepare**

Complete the Performance Bond to apply or reapply for participation in the CACFP until relief is granted from the bonding requirement.

##### **Number of Copies**

Complete an original and one copy.

##### **Transmittal**

Send the original and the copy together with two copies of the signed agreement and other forms included in the packet to TDA.

##### **How To Obtain Copies**

A copy of this performance bond is available in Section 11000 of the CACFP Handbook.

##### **Form Retention**

Keep the Performance Bond for three years from the end of the program year.

**EXCEPTION:** If audit findings, claims, or litigation has not been resolved by the end of the retention period, all forms and records must be retained until all issues are resolved.

#### **DETAILED INSTRUCTIONS**

##### **PAGE 1**

**Line 1 - Bond No.** — The surety company issuing the bond will enter the number of the bond.

**Line 5 - Name of Legal Entity** — Enter the full legal name of the applicant organization that will assume full administrative and financial responsibility for the agreement with the Texas Department of Agriculture (TDA). The organization's legal name is the name that appears on the organization's notification of tax-exempt status from the Internal Revenue Service.

**Line 6 - Street Address** — Enter the street address of the applicant organization.

**Line 7 - City and State** — Enter the city, state, and ZIP code of the applicant organization.

**Line 8 - Date of Incorporation** — Enter the date applicant organization was incorporated as it appears on the organization's Articles of Incorporation.

**Line 9 - Principal** — Enter the full legal name of the applicant organization.

**Line 10 - Surety** — Enter the full legal name of the surety company as it appears in the most current version of U.S. Department of the Treasury Circular 570.

**Line 13 - Sum** — Enter the full value of the bond in words and in numbers.

**Line 17 - Signed, Sealed, and Dated** — Enter the date on which the bond was executed.

**Line 19 - DBA** — Enter the name the applicant organization does business under. If the name is the same as the name entered on Line 5 on Page 1, enter that name.

**Line 20 - Program** — Enter the name of the Program (Child and Adult Care Food Program) for which the applicant is obtaining the bond.

## **PAGE 2**

**Line 1 - Bond No.** — The surety company issuing the bond will enter the number of the bond.

**Line 2** — Enter the full legal name of the applicant organization.

**Line 3** — Enter the applicant organization's Payee Identification Number.

**Line 5-6 - Date of Termination** — The surety company will enter the date the bond is scheduled to terminate unless the surety company signs and issues a Continuation Certificate. The termination date on the bond or on a Continuation Certificate must be September 30 of the contract period for which application is being made.

**Line 13 - Legal Name of Principal** — Enter the full legal name of the applicant organization.

**Line 15 - Signature** — The person designated to act on behalf of the applicant organization to execute this bond must sign the document.

**Line 17 - Printed Name of Person Signing** — Type or print the name of the person signing on behalf of the applicant organization.

**Line 19 - Title of Person Signing** — Enter the title of the person signing on behalf of the applicant organization.

**Line 21 - Name of Surety** — Enter the full legal name of the surety company as it appears in the most recent publication of U.S. Department of the Treasury Circular 570.

**Line 23 - By: Signature of Attorney in Fact** — The attorney in fact is the representative of the surety and must sign the document.

**Line 25 - Printed Name of Person Signing** — Type or print the name of the person signing on behalf of the surety.

**Line 27-31 - Name and Address of Surety's Local Representative** — Enter the full physical and mailing address of the surety's representative nearest to the applicant organization.

# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER



To Whom It May Concern:

The Texas Department of Agriculture (TDA), Food and Nutrition Division (FND) requires all new nongovernmental organizations applying to participate in the Child and Adult Care Food Program (CACFP) as a sponsor to obtain the attached bond if they have less than three years of financial and administrative experience. The bond must be obtained from a company listed in the most current publication of Treasury Circular 570.

If you have questions about FND, CACFP or the bond requirements for CACFP, please contact TDA at (877) 839-6325.

Sincerely,

***Original Signature on File***

Angela Olige  
Assistant Commissioner  
Food and Nutrition Division

AO/MH/al





To ensure compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 (Section 504), the applicant must complete and return this questionnaire. Department staff cannot take action on the application until this questionnaire is returned.

Name of Applying Organization	CE ID
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Answer the following questions. Give as much information as possible. **Attach additional sheets, if needed;** please identify each attachment with the name of the applying organization and question.

**A. Civil Rights Act of 1964**

1. Submit copies of public release statement and any other materials used to publicize the program's availability and non-discrimination requirements.
2. a. Estimate by racial and ethnic identities the number of recipients that will participate in the program at each site. If the program consists of several camp sessions, specify the projected number of children by site and date of session:

Site (Name of school, camp, park site, church, hospital, nursing home, recreational center, child care center, etc.)	Ethnicity		Race				
	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

- b. Describe how this projection was made (i.e.: based on comparative enrollment in sites, observation of recipients, recipient's surnames, etc.):

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3. Does the applying organization have specific membership requirements? .....  Yes  No

If "Yes," describe those requirements:

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4. What efforts will be made by applying organization to contact minority and grass roots organizations about the opportunity to participate in the program?

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5. What other steps will be taken by the applying organization to ensure that minorities have an equal opportunity to participate in the program?

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6. Is the applying organization currently receiving financial assistance from agencies other than the United States Department of Agriculture? .....  Yes  No

If "Yes," give details:

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7. Has any federal agency notified the applying organization of noncompliance with the Civil Rights Act of 1964? .....  Yes  No

If "Yes," give details including dates, names, and results:

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**B. Rehabilitation Act of 1973 (Section 504)**

1. Are there any policies, practices, or architectural barriers that limit or deny persons with disabilities participation or employment in the program? .....  Yes  No

If "Yes," explain:

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2. Are there any policies or practices that result in different treatment of participants, applicants, or employees with disabilities? .....  Yes  No

If "Yes," explain:

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3. If the applying organization employs 15 or more people, has the agency designated a coordinator to carry out Sect. 504 requirements? .....  Yes  No  NA

If "Yes," give the name of the coordinator and title:

Name of Coordinator	Title
---------------------	-------

4. If the applying organization employs 15 or more people, has the agency established grievance procedures that incorporate appropriate due process standards? .....  Yes  No  NA

If "NA" or "No," continue with Item 5 at the top of the next page.

- If "Yes," do these procedures provide for the prompt and equitable resolution of complaints that allege an action prohibited by Section 504 of the Rehabilitation Act of 1973? .....  Yes  No

- If "Yes," has the applying organization informed the public of the right to file a complaint and of the filing procedure?.....  Yes  No

If "Yes," briefly describe how:

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5. Has the applying organization taken steps to notify employees, participants, and applicants that the agency does not discriminate against persons with disabilities? .....  Yes  No

If "Yes," do the people notified include those with impaired vision or hearing and members of unions or professional organizations holding collective bargaining or professional agreements? ...  Yes  No

If "Yes," describe how notification is made:

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6. Do all of the applying organization's forms, publications, and recruitment materials, which inform the public of program benefits and employment opportunities contain the assurance that the agency does not discriminate against persons with disabilities? .....  Yes  No

If "No," indicate steps being taken to comply with this requirement:

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7. Does the applying organization have a procedure to ensure that the remedial or corrective action has been or will be taken if noncompliance has occurred? .....  Yes  No

If "Yes," explain:

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---

Title
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Signature – Authorized Official of Applying Organization

Date

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
PRE-AWARD CIVIL RIGHTS COMPLIANCE REVIEW**

This form is used to provide Civil Rights information required by the Texas Department of Agriculture (TDA) to determine if an organization is eligible for participation. This form is only completed at initial application. **Exception:** Jails applying for participation are not required to complete this form.

**DETAILED INSTRUCTIONS**

**Name of Applying Organization** - Enter the legal name of the applying organization.

**CE ID** – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.

---

**A. CIVIL RIGHTS ACT OF 1964**

Provide the information as requested in Items 1 through 7.

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**B. REHABILITATION ACT OF 1973 (SECTION 504)**

Provide the information as requested in Items 1 through 7.

---

**SIGNATURE**

An authorized representative of the applying organization signs, dates and prints their title.

---

**SUBMITTAL**

**All New Applicants** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

**CHILD AND ADULT CARE FOOD PROGRAM**

**INVITATION FOR BID AND CONTRACT  
FOR PURCHASED MEALS**

DATE: \_\_\_\_\_, \_\_\_\_\_

Texas Department of Agriculture  
Food and Nutrition Division  
P. O. Box 12847  
Austin, Texas 78711  
Phone (800) TEX-KIDS  
Fax (888) 203-6593  
Website <http://www.squaremeals.org>

In accordance with Federal law and United States Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write U. S. Department of Agriculture, Director, Office of Adjudication and Compliance, Director, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

## INTRODUCTION

This booklet is divided into three parts. **Part A** contains facts about federal and Child and Adult Care Food Program (CACFP) procurement standards. **Part B** is written for the CACFP Institution. It contains a sequence of actions centers should take to meet the United States Department of Agriculture's (USDA) competitive bidding requirements. The instructions detail how the various forms and other required documents must be completed. **Part C** contains items that **must be** completed by the Institution and sent to each potential bidder.

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## TABLE OF CONTENTS

	Page
<b>Part A—General Information</b>	
Child and Adult Care Food Program Purchasing Procedures.....	3
<b>Part B—For the Institution</b>	
Instructions for Completing the Invitation for Bid and Contract.....	5
Checklist of Documentation.....	9
Instruction for Developing Menus.....	10
Sample Menus for Children Ages 3 – 5.....	11
Sample Food Service Management Company Letter.....	14
Document to Record Information as Bids Are Opened.....	15
Guidelines to Establishing Good Food Service Management Company Communications and Monitoring Food Service Management Company Performance.....	16
<b>Part C—Contract Items That Must Be Sent to Each Bidder</b>	
The Invitation for Bid and Contract Packet Includes the Following:	
Section 1—Invitation for Bid and Contract.....	18
Section 2—Certificate of Independent Price Determination.....	20
Section 3—Instructions to Bidders.....	21
Section 4—Scope of Services.....	23
Section 5—Unit Price Schedule and Instructions.....	24
Section 6—General Conditions.....	28
Section 7—General Provisions.....	32
Section 8 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions.....	37
Section 9 - Certification Regarding Lobbying/Disclosure of Lobbying Activities.....	40
Schedule A—Centers Where Programs Will Operate.....	45
Schedule B—Sample Menus for Children Ages 3-5 years.....	46
Schedule C—Child and Adult Care Food Program Meal Pattern for Children.....	49

## Part A

### CHILD AND ADULT CARE FOOD PROGRAM PURCHASING PROCEDURES

In accordance with federal regulations, all Child and Adult Care Food Program (CACFP) Institutions must follow procurement procedures when purchasing foods, supplies, equipment, and services. These procedures ensure that goods and/or services are obtained efficiently and economically. Institutions must maintain records of all procurement procedures for three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time. The following is a summary of the procurement procedures outlined in the Child and Adult Care Food Program regulations.

#### **Requirements for Competitive Bidding Using Invitation for Bid and Contract**

- The bid specification must describe the desired goods and/or services in clear and precise language. All information essential to bidders should be included, such as sample meals with proper portions size requirements and the CACFP Meal Patterns. Such descriptions should not include information that could restrict competition. Restriction of competition might include the use of brand-name products or a description of a product in such a manner as to limit the bid to one supplier.
- The Invitation for Bid and Contract must be sent to a list of suppliers, e.g., food service management companies, wholesalers, or retailers of the goods and/or services to be bid. A prototype form is included. At a minimum, the Invitation for Bid and Contract must be sent to at least four food service management companies. In the absence of a formal bidders' list, every effort must be made to contact as many known suppliers as possible. If there are any changes to the Invitation for Bid and Contract, then all prospective bidders must be informed of the changes.
- All proposed contracts must be publicly announced at least 14 calendar days prior to the opening of bids. Advertisements may be placed in area newspapers and/or newspapers of general circulation in the state.
- Notify TDA at least 14 calendar days before the opening of the bids of the time and place of the bid opening.
- The public bid opening must be held at the date, time, and place specified in the newspaper advertisement. Any bids received prior to the final deadline for bid submission must be kept unopened in a secure place. Bids received after the deadline should be returned unopened to the bidders. All bids must be publicly opened and read aloud. All bidders and bid amounts should be recorded.



- The lowest responsible bidder meeting the specifications of the Invitation for Bid and Contract must be accepted. To ensure all bidders are responsible firms, each Institution should request, in writing:
  - a history of the supplier's business, i. e., the annual volume of business done each year;
  - length of time the supplier has been in business; and
  - the number of employees food service management company employees.
- All bids totaling \$50,000 or more must be submitted to TDA for approval before acceptance. TDA will respond to request for approval within 10 working days of receipt.
- All bids must be submitted to TDA for approval before accepting a bid which exceeds the lowest bid. TDA will respond to request for approval within 10 working days of receipt.
- Inform TDA of the reason for selecting the food service management company chosen. (Note: TDA may require that you submit copies of all bids submitted under this section.)
- Submit a copy of the executed contract to TDA before beginning operations under the contract.
  - Before executing contract, submit request in writing to TDA for each proposed additional provision to the standard form of contract for approval.

## Part B

### INSTRUCTIONS FOR COMPLETING THE INVITATION FOR BID AND CONTRACT

- Step 1 READ INSTRUCTIONS**—Read the instructions and the contract thoroughly.
- Step 2 CREATE CONTRACT FORM**—Institutions should use the Invitation for Bid and Contract prototype provided by the Texas Department of Agriculture, Food and Nutrition Division (found in this packet).
- Addendums to the prototype may be attached to the contract if needed. However, requests for changes to prototype must be submitted in advance and in writing to TDA for approval. TDA will send written approval/denial of change back to Institution.
  - If there are any changes to the bid/contract after sending out packets, all prospective bidders must be informed of the changes.
- Step 3 CREATE MENUS**—You must develop a menu cycle of at least 10 days for each meal type you wish to receive bids upon.
- The purpose of this sample menu is to provide the food service management company an example of the type and content of meals for which bids are being solicited.
  - All menus must be stated by specific food item and portion size for each component to ensure all meals meet the minimum quality and quantity standards as set forth in CACFP Meal Patterns.
  - You may not use a food service management company's menus. This is unfair to potential bidders.
  - A sample five-day menu, for children ages 3–5 years, is included in this booklet. *Instructions for Developing Menus* is also part of this packet.
  - All CACFP Institutions must have menus approved by the Texas Department of Agriculture, Food and Nutrition Division (TDA) staff prior to solicitation of bids. Approval of menus may take up to three weeks.
- Step 4 DEFINE SPECIFICATIONS**—The Institution must complete the following items on the Invitation for Bid and Contract before sending it to the food service management company to solicit bids.
- Section A—Soliciting Institution
    1. Name, address, and telephone number of the Institution, and the name of the Institution's contact person
    2. Bid Number—You must assign a bid number before submitting to the food service management company for bid
    3. Bid Opening—Date, time, and location of bid opening
    4. Contract Commencement Date
    5. Contract Expiration Date
  - Section B—Certificate of Independent Price Determination
    - Bidder must check appropriate box in section (b) and sign, state title of signatory, and date Certificate.
    - Institution must sign Certificate when it accepts Bidder's bid.

- Section D—Scope of Services
  1. Insert the word *inclusive* or *exclusive* as applicable regarding milk being part of the meal being bid.
  2. No action needed.
  3. Enter *Dates of Operation* and *Number of Serving Days* for the week service is expected.
- Section E—Unit Price Schedule and Instructions
  1. Complete Unit Price Schedule chart.
  5. Insert day of week by which Institution will place order for meals with food service management company.
- Section F—General Conditions
  6. Insert insurance coverage amounts required by Institution.
  9. Emergencies may occur with the contractor. Indicate in the blank how many hours you are willing to wait for meals before you will not make payment for the meal.
  10. Insert appropriate Consumer Price Index for regional index.
- Schedule A—Program Centers
  1. List each Center for which you are requesting meals. Include the name, address, telephone number, and contact person.
  2. Also indicate the quantity of meals, delivery time for each meal, and the beginning and ending date for each Center.
- Schedule B—Menu Cycle  
Attach a copy of the sample menus approved by TDA staff.
- Schedule C—Meal Pattern for Children  
Attached is a copy of the CACFP Meal Pattern for Children, ages 3–5 years. TDA also has a meal pattern for adults available upon request.
- Certification Regarding Debarment, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions.

Each responsive bidder must include a certification statement with each bid to ensure the Institution does not enter into a contract with a debarred or suspended company or individual. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

An Institution may rely upon the certification statement submitted by a bidder unless Institution personnel know the certification is in error. In such cases, the Institution should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

- Certification/Disclosure Requirements Related to Lobbying—The contractor will need to complete the certification and if applicable, the Disclosure of Lobbying Activities form when the contract is in excess of \$100,000.
- Contract and specifications should be reviewed by TDA staff prior to solicitation of bids. Review may take up to four weeks.

**Step 5 NEWSPAPER ADVERTISEMENT**—Develop a newspaper advertisement that must include, at a minimum:

- Name and address of your organization
- Proposed operating days of the food service
- Types and estimated number of meals to be served daily
- Locale where program will operate
- Statement of the amount of bid bond, if required
- Statement that a 10 percent performance bond may be required of the successful bidder
- Due date of the bid
- Time and place of the bid opening
- Statement that contracts are subject to review by the Texas Department of Agriculture, Food and Nutrition Division
- Send copy of advertisement to TDA office for review prior to publication

Submit the newspaper advertisement to the media so it is published at least 14 days prior to the bid opening. At a minimum, you must submit this advertisement to a paper of general circulation located in your county. Keep a copy of the printed advertisement for your files.

**Step 6 BIDDERS' LIST**—Develop a bidders' list. This list must include four food service management companies at a minimum, preferably more. Add names to this list as bidders request the Invitation for Bid and Contract packet based on your newspaper advertisement.

**Step 7 CREATE COVER LETTER**—Create a cover letter to attach to your Invitation for Bid and Contract packet sent to potential bidders. A sample food service management company cover letter is enclosed.

**Step 8 MAKE COPIES**—Make copies of the *Invitation for Bid and Contract* for every food service management company on your bidders' list.

**Step 9 ASSIGN A BID NUMBER AND RECORD THE DATE**—Assign a bid number and record the date materials are mailed to the food service management company.

**Step 10 MAIL**—Mail a copy of the cover letter and Invitation for Bid and Contract to each food service management company on your bidders' list.

**Step 11 AWARD**—Bid Award and Contract Procedures

- Sealed bids returned to you must be securely held until the date and time of the public bid opening.
- On the day of the public bid opening, open and read all bids received on or before the due date. Record all bids and no bids received.
- You may accept a bid and communicate this acceptance to the food service management company you have selected only if their bid is the lowest bid that meets all specifications.
- If you receive only one bid, you must not award the contract until it has been approved by the Texas Department of Agriculture, Food and Nutrition Division.

- If the bid you selected is not the lowest bid, before communicating your acceptance to the food service management company you selected, you must submit the following to TDA:
  1. A copy of all bids received, including all attachments.
  2. The reasons for selecting a bid other than the low bid.
  3. This office will respond to your request within ten working days.

**Step 12 FINALIZE CONTRACT**

- Complete Section A by signing at the bottom in the *Acceptance of Contract* section.
- Complete Section B (b)—Certification of Independent Price Determination for Institution.
- Submit to TDA a copy of the completed contract, a copy of the food service management company's health inspection report, actual newspaper advertisement with published date, and a list of all bidders and no bid responses. Also include a copy of the bid and performance bonds, if applicable.\*\*

\*\*If the bid exceeds \$100,000, obtain a 10 percent performance bond from the food service management company within ten days of the award of the contract.

**Step 13 AWARD CONFERENCE**—Arrange an award conference with the food service management company to discuss the contract terms.

**Step 14 SUBMIT DOCUMENTATION**—Submit the following information to TDA

- Signed contract
- Actual newspaper advertisement with published date
- List of all bidders and no bid responses
- Health Inspection report of accepted food service management company

## CHECKLIST OF DOCUMENTATION

### Send the Following to TDA for Review Prior to Solicitation of Bids

- \_\_\_\_\_ A. Menus
- \_\_\_\_\_ B. Newspaper advertisement information
- \_\_\_\_\_ C. Sample letter to food service management company
- \_\_\_\_\_ D. Contract and specifications

### Publication of Solicitation of Bids

- \_\_\_\_\_ E. Submit newspaper advertisement to the media **at least 14 days prior** to the bid opening date
- \_\_\_\_\_ F. Develop bidders' list
- \_\_\_\_\_ G. Mail a copy of the cover letter and an Invitation for Bid and Contract to each food service management company on your bidders' list and any interested food service management companies who request to bid

### Award Contract

- \_\_\_\_\_ H. Sealed bids returned to you must be securely held until the date and time of the public bid opening
- \_\_\_\_\_ I. On the day of the public bid opening, open and read all bids received on or before the due date
- \_\_\_\_\_ J. Award contract (see details in Steps 10 and 11)

### Submit Documents to TDA

- \_\_\_\_\_ K. Copy of accepted signed contract
- \_\_\_\_\_ L. Actual newspaper advertisement with published date
- \_\_\_\_\_ M. List of all bidders and no bid responses
- \_\_\_\_\_ N. Health inspection report from accepted food service management company

## INSTRUCTIONS FOR DEVELOPING MENUS

All Institutions contracting with a food service management company are required to send sample menus to potential food service management company. You may use the menu forms supplied by the Texas Department of Agriculture, Food and Nutrition Division (TDA), which you will find in this package, or menus may be developed in a format of your choice but must contain all the information on the sample forms. The CACFP Children's Meal Pattern Chart is also included in this package.

You may use the sample menus provided or may change them to suit your needs.

1. Use the appropriate form or format for each meal type to be served.
2. Indicate at the top of the form the age group that you are serving.
3. The *Sample Menus* are for your use. TDA's Food and Nutrition staff will review your menus and determine whether the components meet meal pattern requirements.
4. List the meal components on the proper item line. Each menu must include at least one item for each required component listed. Items listed under O/F (other foods) on the breakfast and lunch menus are not required. When using the supplement menu, two of the four items are required.
5. List the portion size for each component. Portions must be listed in the appropriate weight, measure, or serving.

When serving foods that contain more than one required component, list the components and the portions separately. Example: Lasagna-M/MA: ground beef, 1.5 ounces; cheese, .5 ounces; G/B: noodles, 1/4 cup; garlic bread, two ounces.

6. A menu cycle with ten days must be submitted.
7. **The menus must be submitted for approval with the proposed bid packet.** If it becomes necessary to change the approved menus, the Institution must be careful that the menu meets all the requirements of a reimbursable meal. FSMC must make menu change requests in writing to Institution and Institution must give FSMC written approval for the menu change.

## Sample Menus for Children Ages 3–5

### Day 1

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Pizza (1 oz meat, ½ oz cheese)	1½ oz	M/MA	Low-Fat Flavored Yogurt	2 oz
F/V	Strawberries	½ c	F/V-1	Raw Carrot Strips	¼ c	F/V	Fresh Pear	½ c
			F/V-2	Watermelon	¼ c			
B/G	Cinnamon Raisin Bagel	.5 oz	G/B	Crust (on pizza)	.5 oz	G/B		
M	1% Chocolate Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Cream Cheese	1 T	O/F	Dip for Carrots	2 T	O/F	Water	

### Day 2

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Teriyaki Chicken (1 piece)	1½ oz	M/MA	Peanut Butter	1 T
F/V	Apricot Halves	½ c	F/V-1	Fruit Cocktail	¼ c	F/V	Peach Slices	½ c
			F/V-2	Stir Fry Vegetables	¼ c			
B/G	French Toast	1.1 oz	G/B	Fried Rice (1/2 serving G/B)	¼ c serving	G/B	Graham Crackers	.5 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Syrup Margarine	1 T 1 t	O/F			O/F	Water	



**Day 3**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	BBQ Beef Sandwich	1½ oz beef	M/MA		
F/V	Banana	½ c	F/V-1	Coleslaw	¼ c	F/V	Orange Juice	½ c
			F/V-2	Sliced Tomatoes	¼ c			
B/G	Toasted Raisin Bread	.5 oz	G/B	Bun (with sandwich)	.5 oz	G/B	Muffin Square	.9 oz
M	1% Chocolate Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Margarine	1 t	O/F			O/F		

**Day 4**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Hot Turkey	1.5 oz	M/MA		
F/V	Orange Sections	½ c	F/V-1	Pineapple Cubes	¼ c	F/V		
			F/V-2	Steamed Broccoli	¼ c			
B/G	Pancake	.6 oz	G/B	Dinner Roll	.5 oz	G/B	Animal Crackers	.5 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M	1% Chocolate Milk	½ c
O/F	Maple Applesauce Topping	2 T	O/F			O/F		

Day 5

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Tuna Patty (1½ oz fish, ½ serving bread)	1½ oz	M/MA		
F/V	Apple Wedges	½ c	F/V-1	Green Beans	¼ c	F/V	Grape Juice	½ c
			F/V-2	Oven Fries	¼ c (8 strips)			
B/G	English Muffin	.5 oz	G/B	Breading (with patty)	½ serving	G/B	Wheat Crackers	.4 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Jam	1 T	O/F			O/F		

## SAMPLE—FOOD SERVICE MANAGEMENT COMPANY LETTER

Dear :

Attached is a copy of the Invitation for Bid and Contract for the Child and Adult Care Food Program (CACFP). My organization, (Name of Your Organization) is accepting bids for meal service. Our program serves children in a day care setting. We are soliciting bids for (Type of Meal Requested; i.e., hot pre-plated, hot bulk, cold bag, or cold bulk) for the meals periods of (Choose All Appropriate—Breakfast, Lunch/Supper, Supplement) as defined on Schedule A (listing of sites and number of meals required), beginning (Month/Day/Year) and ending (Month/Day/Year).

Any food service management company who is awarded this contract must agree to adhere to the menus, specifications, and conditions stated in the attached Invitation for Bid and Contract. In addition, the food service management company must agree to provide accurate and final billing for services to this organization within (Number) days following the end of the billing period.

If you wish to submit a bid for the preparation and delivery of meals for this program, read the attached Invitation for Contract and Bid thoroughly and complete the following areas within the contract:

1. Section A, Total Estimated Amount of Bid, Unit Price per Meal Type and Prompt Payment Discount
2. Section B, Certificate of Independent Price Determination
3. Section G, Clean Air and Water Certification
4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
5. Certificate Regarding Lobbying, Disclosure of Lobbying Activities

Please return your bid along with a copy of your current health certificate to (Address to Where Bids Are to Be Returned). All bids must be received no later than (Date and Time of Opening) at which time they will be opened and read.

If you have any additional questions regarding the Invitation for Bid and Contract, please contact (Name and Phone Number of Your Organization's Contact Person).

Sincerely,

(Name of Institution Representative)

**Texas Department of Agriculture  
Food and Nutrition Division  
P. O. Box 12847  
Austin, Texas 78711**

**Document to Record Information as Bids Are Opened**

**DATE** \_\_\_\_\_

**INSTITUTION** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP)  
AGREEMENT NUMBER** \_\_\_\_\_

**ATTENDANCE** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDS RECEIVED** (copies attached)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GUIDELINES FOR ESTABLISHING GOOD  
FOOD SERVICE MANAGEMENT COMPANY COMMUNICATION AND  
MONITORING FOOD SERVICE MANAGEMENT COMPANY PERFORMANCE**

- Visit the food service management company's preparation facility to determine if it meets your standards.
- Conduct a meeting with your food service management company so that everyone's expectations are known.
- Open the lines of communication with your food service management company and keep them open.
- Conduct random quality tests on meals.
- Notify food service management company immediately when meals do not meet guidelines.
  - Document all food service management company non-performance issues.
  - Notify food service management company of all non-performance issues and request corrective action in writing.
- Thoroughly review and familiarize staff with the terms of the contract and instruct all site staff on what to expect from the food service management company.
- Instruct staff to verify all deliveries before signing the delivery receipt. If possible, designate one person to verify and receive deliveries.
- Ensure meals are delivered complete, fresh, and on time.
- Have thermometers and measuring instruments on hand at each site to determine food temperatures and quantities.
- Record any menu substitutions the food service management company makes. Substitutions must be kept to a minimum. In addition, the Institution must record substitutions on the menu that is filed to document meal history.
- The following checklist can be used when receiving meals from a food service management company.
  - Assure that the exterior packaging is in agreement with specifications (corrugated cartons, thermal totes, etc.).
  - Assure that the number of unitized meals delivered agrees with the order level requested and the delivery invoice.
  - Assure that the condition of the unitized meals received is suitable (no broken or open packages).
  - Check to see if the meal delivered for a specific day is the same as specified on that day's cycle menu.
  - Check the appearance of the meal for attractiveness and eye appeal.
  - Assure all of the food components of the meal are included and in the appropriate serving size.
  - Inspect the components of the meal for quality by visually evaluating each component.

- Meat/Meat Alternate—Check for freshness, color, freedom from odor, properly cooked or processed.
- Vegetable/Fruit—Check for ripeness or maturity, damage, uniformity in color and size.
- Milk—Check for the pull date, leaks, curdling, and freezing.
- Grain/Bread—Check item weights to see if they conform to portion size requirements. Also, check the items for freshness.

**Part C**

**Section 1**

**INVITATION FOR BID AND CONTRACT**

---

**This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR, Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution.**

**The Texas Department of Agriculture does not in any way become a party to any contract between an Institution and a food service management company. The Institution has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received under an invalid contract.**

---

**Soliciting Institution:**

Name of Institution/Contact:

\_\_\_\_\_  
\_\_\_\_\_

Bid Number:

\_\_\_\_\_

Bid Issue Date:

\_\_\_\_\_

**Bid Opening:**

Date:

\_\_\_\_\_

Time:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Location:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

---

Contract Commencement Date:

October 1, 20\_\_\_\_

Total Estimated Amount of Bid:

\$ \_\_\_\_\_

Contract Expiration Date: September 30,

20\_\_\_\_

(To be inserted by the bidder)

Prompt Payment Discount:

\_\_\_\_\_% For Payment Within \_\_\_\_\_

Days (To be inserted by the bidder)

Meal Type (Bulk or Unitized)	Estimated Meals Per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast				
AM Supplements				
Lunch				
PM Supplements				
Supper				
			Total Estimated Amount of Bid	

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for one year, and may be renewed by mutual agreement with the option to renew yearly, not to exceed two additional years.

Name of Bidder:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Signature of Bidder (in ink)*

Print or Type Name of Bidder:

\_\_\_\_\_

Title: \_\_\_\_\_

### ACCEPTANCE

Contract Number:

\_\_\_\_\_

Institution Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

*Institution Signature*

Title: \_\_\_\_\_



**Section 2**

**Certificate of Independent  
Price Determination**

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
  - (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
  - He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
  - He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

---

*Signature of food service management company's authorized representative*

Title \_\_\_\_\_ Date \_\_\_\_\_

**In accepting this bid, the Institution certifies that the Institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above. (Accepting a bid does not constitute acceptance of the contract.)**

---

*Signature of Authorized Institution Representative*

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

## Section 3 - Instructions to Bidders

### 1. Definitions

As used herein:

- a) The term “bid” means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid.
- c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under the Child and Adult Care Food Program under the U. S. Department of Agriculture.
- d) The term “food service management company” means an organization, other than a public or private nonprofit school, with which an Institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- e) The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution.
- f) The term “Institution” means the Child and Adult Care Food Program Institution which issues this IFB.
- g) The term “unitized meal” means an individual preportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

### 2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder’s risk.
- b) Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. **No change in the specifications or general conditions are allowed.** Erasures on this bid shall be initialed by the bidder prior to submission.
- c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken).

6. Bidders Having Interest in More than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

9. Award of Contract

- a) The contract will be awarded to the lowest bidder meeting the specifications.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.

- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, disqualification from participation in the CACFP, and financial and technical resources.

10. Late Bids, Modifications of Bids or Withdrawals of Bids

- a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)

**Section 4 - Scope of Services**

- 1. Contractor agrees to deliver meals (unitized if applicable) \* \_\_\_\_\_ of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- 2. All meals furnished must meet or exceed U. S. Department of Agriculture requirements set out in 7 Code of Federal Regulations, section 226.20 and in Schedule C, attached hereto and made a part hereof.
- 3. Contractor shall furnish meals as ordered by the Institution during the period of

\*\* \_\_\_\_\_ to \*\* \_\_\_\_\_. Meals shall be served \*\*\* \_\_\_\_\_ days a week.

\* ***Insert "inclusive" or "exclusive" as applicable.***

\*\* ***Institution shall insert contract commencement date and expiration date.***

\*\*\* ***Institution shall insert appropriate number of serving days.***

**Section 5 - Unit Price Schedule and Instructions**

- Bidders are asked to submit prices on the UNIT PRICE SCHEDULE on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers stated in Schedule A.

For example:

A	B	C	D	E
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast (unitized meal)	50	200	\$ .90	\$9,000
Lunch	100	200	\$1.70	\$34,000

**UNIT PRICE SCHEDULE**

<b>A</b> (Completed by Institution)	<b>B</b> (Completed by Institution)	<b>C</b> (Completed by Institution)	<b>D</b> (Completed by Contractor)	<b>E</b> (Completed by Institution)
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Price
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

- Institution** shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the Institution must indicate so by placing “unitized meal” in parenthesis after the meal type.

- B. **Institution** shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. **Institution** shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The **food service management company** shall insert the appropriate unit price for each meal type as indicated by the Institution.
- E. **Institution** shall calculate total price by multiplying B x C x D.

**NOTE:** In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

#### Requirements Contract

- a) This is a requirements contract for the Services specified in Section A and Schedules attached herein and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Institution’s requirements for services set forth in Section A and the Schedules do not result in orders in the amounts or quantities described as “estimated,” such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The Institution shall not be required to purchase from the contractor any minimum number of requirements.
- c) The Institution may issue orders that provide for delivery to or performance at multiple destinations.
- d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in Section A and the Schedules will be dependent upon the needs and requirements of the Institution.

#### 2. Pricing

All bidders must submit bids on the same menu cycle provided by the Institution. Bid price must include price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

### 3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- a) Financial capability to perform a contract of the scope required.
- b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- c) Integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

4. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Institution.

### 5. Meal Orders

The Institution will order meals on \_\_\_\_\_ (insert day of week) preceding the week of delivery; orders will be placed for the total number of days in the succeeding week. Orders will include breakdown totals for each center and each type of meal.

The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

### 6. Menu-Cycle Change Procedure

Delivered meals shall be delivered on a daily basis in accordance with the menu cycle that appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization, in writing, of the Institution. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

### 7. Noncompliance

The Institution reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be

responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Institution or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

## 8. Specifications

### A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204°C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic.
3. Cartons - Each carton shall be labeled. Label to include:
  - a) Processor's name and address (plant);
  - b) Item identity, meal type;
  - c) Date of production; and
  - d) Quantity of individual units per carton.
4. Meals shall be delivered with the following nonfood items: condiments, straws, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

### B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

### C. Food Specifications

Bids are to be submitted on the menu cycle and specifications included as Schedule B and shall include, as a minimum, the portions specified by the U. S. Department of Agriculture for each meal, which are included in Schedule C to this IFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk...". Milk delivered hereunder shall conform to these specifications.



## Section 6 - General Conditions

### 1. Delivery Requirements

- A. Delivery shall be made by the contractor to each center in accordance with the order from the Institution.
- B. Meals shall be daily delivered, unloaded, and placed in the designated center by the contractor's personnel at each of the locations and times listed in Schedule A.
- C. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- D. The contractor shall be responsible for delivery of all meals and dairy products at the specified time.
- E. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- F. The Institution reserves the right to add or delete centers. This shall be done by amendment of Schedule A. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

### 2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

### 3. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the center personnel and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center or home will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the center.
- B. The contractor must submit all invoices incurred pertaining to the center's food service operation within 30 days of the last day of each month or the final day of the program.
- C. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.

D. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

#### 4. Method of Payment

A. The contractor shall submit its itemized invoice to the Institution monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Institution.

B. For the purpose of computing payment, no payment will be made to food service management company for meals that: (i) delivered outside of the agreed upon delivery time; (ii) are spoiled or unwholesome at the time of delivery; or (iii) do not otherwise meet the meal requirements contained in this contract.

#### 5. Inspection of Facility

A. The Institution, the State agency and the U. S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

B. The contractor's facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.

C. The contractor shall provide for meals that it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards that are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of these inspections shall be submitted to the Institution and to the State agency.

#### 6. Insurance

Food service management company shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Texas. A Certificate of Insurance of the food service management company's insurance coverage indicating these amounts must be submitted at the time of award:

1. Comprehensive General Liability-includes coverage for: (i) Premises-Operations; (ii) Products-Completed Operations; (iii) Contractual Insurance; (iv) BroadForm Property Damage; (v) acts of Independent Contractors; and (vi) Personal Injury; with a \$ \_\_\_\_\_ Combined Single Limit;
2. Automobile Liability coverage with a \$ \_\_\_\_\_ Combined Single Limit.

3. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of \$ \_\_\_\_\_.
4. Excess Umbrella Liability with a combined single limit of \$ \_\_\_\_\_.
5. Institution shall be included as an additional insured on General Liability, Automobile and Excess Umbrella policies.
6. The contract of insurance shall provide for notice to Institution of cancellation of insurance policies 30 days before such cancellation is to take effect.
7. Notwithstanding any other provision of this Contract, Institution shall not be liable to the food service management company for any indemnity.

7. Availability of Funds

The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

8. Number of Meals and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or telegram of the following: a) the impossibility of on-time delivery; b) the circumstance(s) precluding delivery; and, c) a statement of whether succeeding deliveries will be affected. No payments will be made for deliveries made later than \* \_\_\_\_\_ hours after specified meal time. (*\* The Institution shall set time so that it does not pay for meals it cannot serve to children and claim for reimbursement under the CACFP.*)

Emergency circumstances at the center precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.

10. Buy American

Contractor acknowledges that, to the extent required by 7 CFR § 250.23, Contractor must, whenever possible, purchase only food products that are produced in the United States.

#### 11. Length of Contract/Allowable Price Increase

This contract will be in effect for one year beginning October 1, 20\_\_\_\_, and ending on September 30, 20\_\_\_\_, with options to renew yearly, not to exceed two additional years. Renegotiation of the price charged to the Institution will be allowed each year to the extent of the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (“CPI”) and will be allowed only if agreed to and approved in advance by Institution. CPI Fee increases for the upcoming contract renewal year must be documented through a cost analysis and submitted to Institution by April 1 of each year. No other fee increases will be allowed.

#### 12. Termination

- a) This contract may be terminated for cause by Institution or food service management company with thirty days written notification.
- b) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor’s employees or subcontractors to any officer, employee or agent of the Institution..
- d) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor; and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- e) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### 13. Trade Secrets and Proprietary Information

Any discovery, invention, software or program, the development of which is paid for by Institution, shall be the property of the Institution to which TDA and USDA shall have unrestricted rights.

#### 14. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Institution, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all obligations under this contract.

### **Section 7 - General Provisions**

#### Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
  
- g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

- i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
- ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
- iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not  been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

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(Date) Signature of Authorized Representative, Bidder



### Energy Policy and Conservation Act (P. L. 94-163)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163.)

### Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

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**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register, pages 4722-4733. Copies of regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 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.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 which 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 which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, 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 form 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into 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.

Form AD-1048 (1/92)

**Section 9**

**PROCUREMENT**

**Certification Regarding Lobbying**

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Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000  
in Federal funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Section 9 (cont.)**

**Disclosure of Lobbying Activities**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

*(See next page for public burden disclosure.)*

*Approved by OMB*

0348-0046

<p>1. Type of Federal Action:</p> <p>___ a. contract</p> <p>___ b. grant</p> <p>___ c. cooperative agreement</p> <p>___ d. loan</p> <p>___ e. loan guarantee</p> <p>___ f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>___ a. bid/offer/application</p> <p>___ b. initial award</p> <p>___ c. post-award</p>	<p>3. Report Type:</p> <p>___ a. initial offering</p> <p>___ b. material change</p> <p>For Material Change Only:</p> <p>Year _____</p> <p>Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee, Tier _____, <i>if known</i></p> <p>_____ Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</p> <p>_____ Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if</p>	<p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>	

necessary)	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____</p> <p><input type="checkbox"/> Actual    <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify:</p> <p style="margin-left: 40px;">nature _____</p> <p style="margin-left: 40px;">value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</p> <p>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only: Authorized for Local Reproduction of:</p> <p>Standard Form – LLL</p>	

## PROCUREMENT

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub-awardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.



10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**SCHEDULE A**

**CENTERS WHERE PROGRAM WILL OPERATE**

Name of Centers where Program will operate	Address of Center and Telephone Number	Authorized Designee	Type of Meal	Estimated Quantity of Meals	Delivery Time for Each Meal	Beginning and End Date of Program at Center
	Tele _____		B _____ L _____ S _____	_____ _____ _____	____ : ____ ____ : ____ ____ : ____	Beginning Date Ending Date
	Tele _____		B _____ L _____ S _____	_____ _____ _____	____ : ____ ____ : ____ ____ : ____	Beginning Date Ending Date
	Tele _____		B _____ L _____ S _____	_____ _____ _____	____ : ____ ____ : ____ ____ : ____	Beginning Date Ending Date
	Tele _____		B _____ L _____ S _____	_____ _____ _____	____ : ____ ____ : ____ ____ : ____	Beginning Date Ending Date
	Tele _____		B _____ L _____ S _____	_____ _____ _____	____ : ____ ____ : ____ ____ : ____	Beginning Date Ending Date

## SCHEDULE B

### Child and Adult Care Food Program

#### MENU CYCLE

Institution shall attach a menu cycle for each meal type for bid. Menu cycle must be a minimum of 10 days and may be longer if desired by the Institution. The Institution will use the menus to determine the bid price. Prior to submitting for bid, the menu cycle must be approved by TDA's Food and Nutrition Division. The approved menu cycles must be used through at least one cycle.

[The following are examples of sample menus.]

#### Sample Menus for Children Ages 3–5

##### Day 1

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Pizza (1 oz meat, ½ oz cheese)	1½ oz	M/MA	Low-Fat Flavored Yogurt	2 oz
F/V	Strawberries	½ c	F/V-1	Raw Carrot Strips	¼ c	F/V	Fresh Pear	½ c
			F/V-2	Watermelon	¼ c			
B/G	Cinnamon Raisin Bagel	.5 oz	G/B	Crust (on pizza)	.5 oz	G/B		
M	1% Chocolate Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Cream Cheese	1 T	O/F	Dip for Carrots	2 T	O/F	Water	

**Day 2**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Teriyaki Chicken (1 piece)	1½ oz	M/MA	Peanut Butter	1 T
F/V	Apricot Halves	½ c	F/V-1	Fruit Cocktail	¼ c	F/V	Peach Slices	½ c
			F/V-2	Stir Fry Vegetables	¼ c			
B/G	French Toast	1.1 oz	G/B	Fried Rice (1/2 serving G/B)	¼ c serving	G/B	Graham Crackers	.5 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Syrup Margarine	1 T 1 t	O/F			O/F	Water	

**Day 3**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	BBQ Beef Sandwich	1½ oz beef	M/MA		
F/V	Banana	½ c	F/V-1	Coleslaw	¼ c	F/V	Orange Juice	½ c
			F/V-2	Sliced Tomatoes	¼ c			
B/G	Toasted Raisin Bread	.5 oz	G/B	Bun (with sandwich)	.5 oz	G/B	Muffin Square	.9 oz
M	1% Chocolate Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Margarine	1 t	O/F			O/F		

**Day 4**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Hot Turkey	1.5 oz	M/MA		
F/V	Orange Sections	½ c	F/V-1	Pineapple Cubes	¼ c	F/V		
			F/V-2	Steamed Broccoli	¼ c			
B/G	Pancake	.6 oz	G/B	Dinner Roll	.5 oz	G/B	Animal Crackers	.5 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M	1% Chocolate Milk	½ c
O/F	Maple Applesauce Topping	2 T	O/F			O/F		

**Day 5**

BREAKFAST			LUNCH OR DINNER			SUPPLEMENT/SNACK		
	Food Item	Portion Size		Food Item	Portion Size		Food Item	Portion Size
			M/MA	Tuna Patty (1½ oz fish, ½ serving bread)	1½ oz	M/MA		
F/V	Apple Wedges	½ c	F/V-1	Green Beans	¼ c	F/V	Grape Juice	½ c
			F/V-2	Oven Fries	¼ c (8 strips)			
B/G	English Muffin	.5 oz	G/B	Breading (with patty)	½ serving	G/B	Wheat Crackers	.4 oz
M	1% Milk	¾ c	M	1% Milk	¾ c	M		
O/F	Jam	1 T	O/F			O/F		

## Schedule C

### Child and Adult Care Food Program (CACFP) • Meal Pattern for Children<sup>1</sup>

CACFP Meal Pattern	Ages 1 and 2	Ages 3 through 5	Ages 6 through 12
Breakfast			
Milk, fluid	½ cup <sup>2</sup>	¾ cup	1 cup
<b><i>Vegetables and Fruits</i></b> Vegetable(s) and/or fruit(s) <b>or</b> Full-strength fruit or vegetable juice <b>or</b> An equivalent quantity of any combination of the above.	¼ cup	½ cup	½ cup
<b>Grains/Breads<sup>3</sup></b> Bread <b>or</b> Cornbread, biscuits, rolls, muffins, etc. <b>or</b>  Cold dry cereal <sup>4</sup> <b>or</b> Cooked cereal <b>or</b> Cooked pasta or noodle products <b>or</b> Cooked cereal grains <b>or</b> An equivalent quantity of any combination of the above grains/breads.	½ slice ½ serving ¼ cup <b>or</b> ⅓ oz. ¼ cup ¼ cup ¼ cup	½ slice ½ serving ⅓ cup <b>or</b> ½ oz. ¼ cup ¼ cup ¼ cup	1 slice 1 serving  ¾ cup <b>or</b> 1 oz. ½ cup ½ cup ½ cup

Snack (Supplement)			
<p><b>Serve any 2 of the following 4 components:</b></p> <p>(Must be 2 DIFFERENT components)</p> <p><b><i>Milk, fluid</i></b></p>	1/2 cup <sup>2</sup>	1/2 cup	1 cup
<p><b><i>Vegetables and Fruits</i></b></p> <p>Vegetable(s) <b>and/or</b> fruit(s) <b>or</b>  Full-strength fruit or vegetable juice<sup>5</sup> <b>or</b>  An equivalent quantity of any combination of the above</p>	1/2 cup	1/2 cup	3/4 cup
<p><b>Grains/Breads<sup>3</sup></b></p> <p>Bread <b>or</b>  Cornbread, biscuits, rolls, muffins, etc. <b>or</b></p> <p>Cold dry cereal<sup>4</sup> <b>or</b>  Cooked cereal <b>or</b>  Cooked pasta or noodle products <b>or</b>  Cooked cereal grains <b>or</b>  An equivalent quantity of any combination of the above grains/breads.</p>	1/2 slice 1/2 serving 1/4 cup <b>or</b> 1/3 oz. 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup <b>or</b> 1/2 oz. 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup <b>or</b> 1 oz. 1/2 cup 1/2 cup 1/2 cup
<p>Snack (Supplement) cont.</p> <p><b>Meat and Meat Alternates</b></p> <p>Lean meat or poultry or fish<sup>6</sup> <b>or</b>  Alternate protein products<sup>7</sup>  Cheese <b>or</b>  Eggs <b>or</b>  Cooked dry beans or peas <b>or</b>  Peanut butter or soynut butter or other nut or seed butters <b>or</b>  Peanuts or soynuts or tree nuts or seeds<sup>8</sup> <b>or</b>  Yogurt<sup>9</sup>, plain or flavored, unsweetened or sweetened <b>or</b>  An equivalent quantity of any combination of the above meat and meat alternates.</p>	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. <b>or</b> 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. <b>or</b> 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 large egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. <b>or</b> 1/2 cup

<i>Lunch or Supper</i>			
<b>Milk, fluid</b>	½ cup <sup>2</sup>	¾ cup	1 cup
<b>Vegetables and Fruits<sup>10</sup></b> Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total
<b>Grains/Breads<sup>3</sup></b> Bread <b>or</b> Cornbread, biscuits, rolls, muffins, etc. <b>or</b> Cooked pasta or noodle products <b>or</b> Cooked cereal grains <b>or</b> An equivalent quantity of any combination of the above grains/breads.	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup
<b>Meat and Meat Alternates</b>  Lean meat or poultry or fish <sup>6</sup> <b>or</b>  Alternate protein products <sup>7</sup> Cheese <b>or</b> Eggs <b>or</b> Cooked dry beans or peas <b>or</b> Peanut butter or soynut butter or other nut or seed butters <b>or</b> Peanuts or soynuts or tree nuts or seeds <sup>8,11</sup> <b>or</b> Yogurt <sup>9</sup> , plain or flavored, unsweetened or sweetened <b>or</b> An equivalent quantity of any combination of the above meat and meat alternates.	1 oz.  1 oz. 1 oz. ½ large egg ¼ cup  2 Tbsp. ½ oz. <sup>11</sup> = 50%  4 oz. <b>or</b> ½ cup	1½ oz.  1½ oz. 1½ oz. ¾ large egg ¾ cup  3 Tbsp. ¾ oz. <sup>11</sup> = 50%  6 oz. <b>or</b> ¾ cup	2 oz.  2 oz. 2 oz. 1 large egg ½ cup  4 Tbsp. 1 oz. <sup>11</sup> = 50%  8 oz. <b>or</b> 1 cup



<sup>1</sup> The meal pattern chart shows the minimum amounts of each component that must be made available to each child by the center or day care home in order to claim reimbursement for the meal. Children may be served larger portions but not less than the minimum quantities specified.

<sup>2</sup> For the purposes of the requirements, a cup means a standard measuring cup.

<sup>3</sup> Bread, pasta or noodle products, and cereal grains must be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole-grain or enriched meal or flour; cereal must be whole-grain or enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour. All products must meet the minimum serving sizes specified in *Exhibit A: Serving Sizes for Grains/Breads in the CACFP*.

<sup>4</sup> Either volume (cup) or weight (ounce), whichever is less.

<sup>5</sup> Juice may not be served when milk is the only other snack component.

<sup>6</sup> Edible portion as served.

<sup>7</sup> Alternate Protein Products must (1) be processed so that some portion of the non-protein constituents of the food is removed, (2) have a biological protein quality of at least 80 percent that of casein as determined by PDCAAS, and (3) contain at least 18 percent protein by weight when fully hydrated or formulated.

1

<sup>8</sup> Tree nuts and seeds that may be used as meat alternates include: almonds, Brazil nuts, cashews, filberts, macadamia, peanuts, pecans, walnuts, pine nuts, pistachios and soynuts. Children under 5 are at the highest risk of choking. USDA recommends that any nuts and/or seeds served to young children are in a prepared food and are ground or finely chopped.

<sup>9</sup> It is recommended that yogurt is not served when milk is the only other snack component.

<sup>10</sup> Serve two or more kinds of vegetable(s) and/or fruit(s). Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

<sup>11</sup> At lunch or supper, no more than 50% of the requirement shall be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For the purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry or fish.

## **GOVERNING BODY AWARENESS**

In accordance with Child and Adult Care Food Program (CACFP) policy, we are submitting the following documentation that confirms our organization's governing body is aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

**Governing Body Meeting Minutes**

Attached is a copy of the organization's meeting minutes signed by the Secretary of the Board. The minutes include (1) Date of the meeting, (2) Items discussed, including the decision to participate in the CACFP, (3) Names of all Board Members present at the meeting, and (4) Names of all Board Members who voted on the action items.

**Written declarations from each Governing Body Board Member**

Attached are written declarations from Board Members acknowledging that they are aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

**Governing Body Meeting Minutes and Written declaration(s) from Governing Body Board Member(s)**

Attached are both the copy of the organization's meeting minutes signed by the Secretary of the Board. The minutes include (1) Date of the meeting, (2) Items discussed, including the decision to participate in the CACFP, (3) Names of all Board Members present at the meeting, and (4) Names of all Board Members who voted on the action items, and written declaration(s) from Board Members not present at the meeting for which the notes are attached, acknowledging that they are aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

**Organization:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**GOVERNING BODY MEMBER**

**Name of Organization:** \_\_\_\_\_

**Full Legal Name of Board Member:** \_\_\_\_\_

**Home Mailing Address:** \_\_\_\_\_

**Home Street Address:** \_\_\_\_\_  
**(If different from mailing address)** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Relationship with any other member or employee of the organization; and compensation, if any, that you receive for services provided to the organization:**

\_\_\_\_\_  
\_\_\_\_\_

**Written Declaration:**

**As a member of the governing body of this organization, I am aware of the organization's responsibilities and liabilities associated with participation in the CACFP.**

**Signature of Board Member:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_



**Texas Department of Agriculture**  
*Certificate of Authority for External Users*

**FND-101**

TODD STAPLES, COMMISSIONER

<b>SECTION A</b>	<b><sup>1</sup> TYPE OF REQUEST</b>		
	<input type="checkbox"/> Add User (Complete Sections B & E)	<input type="checkbox"/> Remove User (Complete Sections C & E)	<input type="checkbox"/> Change User's Representative Type (Complete Sections D & E)
<b>SECTION A</b>	<b><sup>2</sup> CONTRACTING ENTITY (CE) INFORMATION</b>		
	CE Name		CE ID (or Region for ESC)

<b>SECTION B</b>	<b><sup>1</sup> REPRESENTATIVE TYPE</b>		
	<b>School Nutrition Programs (SNP)</b> <input type="checkbox"/> SNP CE Administration <input type="checkbox"/> SNP CE Support <input type="checkbox"/> Food Service Management Company Representative <input type="checkbox"/> Education Service Center (ESC) Representative	<b>Child and Adult Care Food Program (CACFP)</b> <input type="checkbox"/> CACFP Center CE Administration <input type="checkbox"/> CACFP Center CE Support <input type="checkbox"/> CACFP Day Care Home (DCH) CE Administration <input type="checkbox"/> CACFP DCH CE Support <input type="checkbox"/> CACFP Read Only	
	<b><sup>2</sup> NEW USER INFORMATION</b>		
	First Name	M. I.	Last Name
	Title		
<b>SECTION B</b>	<b><sup>3</sup> USER CONTACT INFORMATION</b>		
	Business E-mail (Logon information will be emailed to this address.)	Business Phone (      )      -	Extension
	Signature of New User		Date (mm/dd/yy)

<b>SEC. C</b>	<b><sup>1</sup> USER TO BE REMOVED</b>		
	First Name	M. I.	Last Name

<b>SECTION D</b>	<b><sup>1</sup> CHANGE REPRESENTATIVE TYPE</b>		
	First Name	M. I.	Last Name
Current Representative Type		New Representative Type	

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

<b>SECTION E</b>	<b><sup>1</sup> APPROVAL SIGNATURE</b>	
	<p>The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.</p> <p>By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.</p>	
	Name of Contracting Entity Official (example: Superintendent, President of Board, President or Director of Organization) (Print)	
	Signature of Contracting Entity Official	Date (mm/dd/yy)

<b>SECTION F</b>	<b><sup>1</sup> TDA INTERNAL USE ONLY</b>		
	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Program Eligibility Specialist, Food and Nutrition Division signature  Logon ID Created	Date (mm/dd/yy)  Date
		Logon ID Deleted	Date

**Please mail or fax this form to:**  
 Texas Department of Agriculture, Food and Nutrition Division,  
 P.O. Box 12847  
 Austin, TX 78711  
 Fax No.: 888-203-6593

**INSTRUCTIONS FOR  
CERTIFICATE OF AUTHORITY FOR EXTERNAL USERS  
FORM FND-101**

**SECTION A**

**1. TYPE OF REQUEST**

- Check the appropriate box to add and/or remove a user, or change an existing user's representative type.

**2. CONTRACTING ENTITY (CE) INFORMATION**

- CE Name - Enter the name of the organization.
  - CE ID (or Region for ESC) - Enter the five-digit CE ID, or if the form is for an ESC user enter the ESC region number.
- 

**SECTION B**

**1. REPRESENTATIVE TYPE**

Check the appropriate box to designate the user's representative type. A CE user can be multiple user representative types based on functionality needs.

**SNP:**

- SNP CE Administrator - User who has edit-access to application-related screens, including renewal, food safety inspections, verification and capital expenditures. This user can also access the direct certification lists.
- SNP CE Support - User who has edit access to claim screens.
- SNP Food Service Management Company Representative - Food service management company employee who is designated by the district to access TX-UNPS. All screens are read-only except food safety inspections.
- Education Service Center (ESC) Representative - An employee of a regional ESC office who can assist CEs with functions in TX-UNPS.

**CACFP:**

- CACFP Centers CE Administrator - User who has edit-access to application-related screens, including advance requests. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP Centers CE Support - User who has edit access to claim screens only. This is someone like the Claim Preparer identified on your Contracting Entity Application.
- CACFP DCH CE Administrator - User who has edit-access to application-related screens, including advance requests. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP DCH CE Support - User who has edit access to claim screens only. This is someone like the Claim Preparer identified on your Contracting Entity Application.
- CACFP Read Only – User who had read-only access to application-related and claim screens for Centers and/or Homes, as applicable.

**2. NEW USER INFORMATION**

- Name - Enter the new user's full name, including Prefix, First Name, Middle Initial, Last Name and Suffix (if necessary).
- Title - Enter the user's title.

**3. USER CONTACT INFORMATION**

- Business Email - Enter the user's business email address.
- Business Phone - Enter the user's business phone number in the format (999) 999-9999. Enter an extension if necessary.

- Signature of New User - The new user needs to sign in this field.
  - Date - Enter the date that the new user signs the form in the format mm/dd/yy.
- 

## **SECTION C**

### **1. USER TO BE REMOVED**

- Name - Enter the full name for the user that needs to be removed, including First Name, Middle Initial and Last Name.
- 

## **SECTION D**

### **1. CHANGE REPRESENTATIVE TYPE**

- Name - Enter the full name for the user that requires a change in representative type, including First Name, Middle Initial and Last Name.
  - Current Representative Type - Enter the user's current representative type.
  - New Representative Type - Enter the user's new representative type.
- 

## **SECTION E**

### **1. APPROVAL SIGNATURE**

- Name of Contracting Entity Official (Print) - Enter the name of the CE's official (ex. Superintendent, President of Board or Director of Organization).
  - Signature of Contracting Entity Official - The CE's official needs to sign in this field to approve the change.
  - Date - Enter the date the approver signs the form in the format mm/dd/yy.
- 

## **SECTION F**

### **1. TDA INTERNAL USE ONLY**

See the Site Application – Centers Instructions for information on the completion, submittal and maintenance of this form.

**CONTRACTING ENTITY (CE) AND SITE INFORMATION**

1. Name of Contracting Entity		2. CE ID	3. Version
4. Site Name		5. Site ID	6. County

**LICENSE/REGISTRATION INFORMATION**

A1. Site Type: (check all that apply)

Adult Care Center  
 Child Care Center – Regular Child Care  
 Child Care Center – Head Start  
 Child Care Center – Outside School Hours  
 At Risk Afterschool Care Center  
 Emergency Shelter

A2. Tax Status: (check only one box)

For Profit  
 Non Profit  
 Public  
 Other, please explain:

If For Profit, select all that apply (eligibility status):

Title XIX/XX (Adult Care Center)  
 Title XX (Child Care Center)  
 Free and Reduced Price

A3. Licensed by: (check only one box)

DFPS (Child Care Center)  
 DADS (Adult Care Center)  
 Exempt  
 Not required (operate less than 2 hours per day)  
 Other, please explain:

A4. License Number:

A5. License Effective Date:

A6. License Expiration Date:

A7. License Capacity:

A8. Age Range of Participants:      From:      Yrs      Mos      To:      Yrs      Mos

A9. Do you provide child care for infants under 12 months old?     Yes     No

A10. Enter the elementary, middle or high school a child would attend if he/she lived next door to this center:

Name:

Address:

**STREET ADDRESS**

A11. Street Address – Address Line 1:	Address Line 2:	A12. City:	A13. State:	Zip+4:
				+



<b>MAILING ADDRESS</b>				
Mailing Address - Same as Street Address? <input type="checkbox"/> Yes <input type="checkbox"/> No    (If no, enter mailing address)				
A14. Mailing Address (Street or P.O. Box) – Address Line 1:	Address Line 2:	A15. City:	A16. State:	Zip+4:  +
<b>CENTER INFORMATION</b>				
A17. Affiliation: (check only one box)				
<input type="checkbox"/> Affiliated				
<input type="checkbox"/> Unaffiliated				
Affiliated means the sites <b>are</b> part of the Contracting Entity organization. Unaffiliated means the sites <b>are not</b> part of the Contracting Entity organization.				
A18. Has this site previously participated in the CACFP under a sponsoring organization? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, provide previous Sponsor(s) name:				
Dates of participation with previous Sponsor(s):				
A19. Date of Pre-Approval visit:				
A20. Unaffiliated site will make meal counts and menu records available to the Contracting Entity by the following date of each month:				
<b>CENTER CONTACT – PERSON IN CHARGE OF THIS CENTER ON A DAILY BASIS</b>				
B1. Salutation	First Name	Last Name	B2. Email Address	
B3. Facility Phone (include area code)		Extension	Fax (include area code)	
B4. Cell/Alt Phone (include area code)			B5. Title	
<b>ADDITIONAL CENTER CONTACT – ALTERNATE PERSON IN CHARGE OF THIS CENTER ON A DAILY BASIS</b>				
B6. Salutation	First Name	Last Name	B7. Email Address	
B8. Facility Phone (include area code)		Extension	Fax (include area code)	
B9. Cell/Alt Phone (include area code)			B10. Title	
<b>SCHEDULE</b>				
C1. A. Months of Operation (Check all that apply)				
All: <input type="checkbox"/> Jan: <input type="checkbox"/> Feb: <input type="checkbox"/> Mar: <input type="checkbox"/> Apr: <input type="checkbox"/> May: <input type="checkbox"/> Jun: <input type="checkbox"/> Jul: <input type="checkbox"/> Aug: <input type="checkbox"/> Sep: <input type="checkbox"/> Oct: <input type="checkbox"/> Nov: <input type="checkbox"/> Dec: <input type="checkbox"/>				
B. Days of Operation (Check all that apply)				
Mon-Fri: <input type="checkbox"/> Mon: <input type="checkbox"/> Tue: <input type="checkbox"/> Wed: <input type="checkbox"/> Thu: <input type="checkbox"/> Fri: <input type="checkbox"/> Sat: <input type="checkbox"/> Sun: <input type="checkbox"/>				

<b>Regular Schedule</b>				
C2. Normal Hours of Operations: Time Open:		Time Close:		
C3. Regular Meals				
<b>Meal Types</b>	<b>First Shift</b>		<b>Second Shift</b>	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> AM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> PM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Evening Snack	Start Time:	End Time:	Start Time:	End Time:
C4. At Risk Meals				
<b>Meal Types</b>	<b>First Shift</b>		<b>Second Shift</b>	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
<b>Weekend Schedule</b>				
C5. Weekend Hours of Operations: Time Open:		Time Close:		
C6. Regular Meals				
<b>Meal Types</b>	<b>First Shift</b>		<b>Second Shift</b>	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> AM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> PM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Evening Snack	Start Time:	End Time:	Start Time:	End Time:
C7. At Risk Meals				
<b>Meal Types</b>	<b>First Shift</b>		<b>Second Shift</b>	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
C8. Anticipated Closures:				

**Food Service**

C9. How are meals prepared? (Check all that apply)

- Prepared on site
- Prepared at Central Facility and Delivered
- Contracted with a Public School
- Purchased from a food service vendor
- Other, please explain:

C10. How are meal served? (Check all that apply)

- Unit (Cafeteria)
- Family

C11. Check all meals that are purchased through a food service vendor: (Check all that apply)

- Breakfast
- Lunch
- Supper
- Snacks

C12. Do you have a food service contract?  Yes  No

C13. Name of Food Service Vendor:

C14. Contract Period: From: To:

**Adult Care Centers Only (questions C15 and C16)**

C15. Does the site receive Title III-C funds or Title III-C commodities for meals served at the site?  Yes  No

C16. Which meal types does offer vs. serve apply? (Check all that apply)

- Breakfast
- Lunch
- Supper
- None

**PARTICIPANTS**

D1. Number of enrolled participants in each income eligibility category:

- A. Free Category:
- B. Reduced-Price Category:
- C. Paid Category:
- D. Total Enrolled:

D2. Number of enrolled children receiving Title XX:

D3. Number of enrolled participants (Adult Care Center) receiving Title XIX/XX:

**SIGNATURE DATE ON AGREEMENT**

If Site is Unaffiliated, enter Signature Date of Site Representative from Permanent Agreement with Sponsoring Organization:

If Site is Unaffiliated, enter Signature Date of Contracting Entity Representative from Permanent Agreement with Sponsoring Organization:

**CERTIFICATION**

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

\_\_\_\_\_  
Signature – Site Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Authorized Representative of Contracting Entity

\_\_\_\_\_  
Date

Name (please type or print)

Title

**INSTRUCTIONS FOR  
FOOD & NUTRITION  
CHILD AND ADULT CARE FOOD PROGRAM  
SITE APPLICATION - CENTERS**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS), based on your organization type, do the following:

- (1) **Independent Center** – Complete the Site Application – Centers screen in TX-UNPS and do not complete this form on paper.
- (2) **Sponsor:** For each affiliated site, complete the Site Application – Centers screen in TX-UNPS and do not complete this form on paper.
- (3) **Sponsor:** For each **new** unaffiliated site, complete the *Site Application – Centers* paper form and maintain at your office. Complete the Site Application – Centers screen in TX-UNPS, based on the contents of the paper application maintained at your office. You must make the paper application available for review by TDA. Send a copy of the completed and signed application to the site.
- (4) **Sponsor:** For each **continuing** unaffiliated sites, complete the Site Application – Centers screen in TX-UNPS. Since this is a continuing site, you do not have to obtain the site representative’s signature on the paper form. However, you do have to send the site representative a copy of the completed screen from TX-UNPS. TDA will verify that the site received copies of all revisions submitted by the sponsor on their behalf.

Those CE's that **do not** use TX-UNPS will complete and submit this paper form for each site (e.g., center). Send a completed and signed copy to any unaffiliated sites. This form is also submitted when requesting revisions for a site. You do not have to obtain the site representative’s signature on the paper form for revisions. However, you do have to send a copy to any unaffiliated sites. TDA will verify that the unaffiliated site received copies of all revisions submitted by the sponsor on their behalf.

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**CONTRACTING ENTITY (CE) AND SITE INFORMATION**

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
4. **Site Name** – Enter the name of the site.
5. **Site ID** – Enter the four-digit Site ID that has been assigned to this site by TX-UNPS. If you do not know the Site ID, leave blank.
6. **County** – Enter the name of the county in which the site is located.

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**LICENSE/REGISTRATION INFORMATION**

- A1. **Site Type** – Check the appropriate site type(s). If you select Adult Care Center, you may not check any other type.
- A2. **Tax Status** – Enter the tax status from the following list: For Profit, Non Profit, Public or Other. If you select Other, please explain.  
**If For Profit, select all that apply (eligibility status):** – Check the appropriate box to indicate how this For Profit site is meeting the 25% rule to be eligible to participate in the CACFP. You may not check Free or Reduced Price if the Site Type is Adult Care Center.
- A3. **Licensed by** – Check the appropriate box. “Not required” is acceptable for sites that operate less than 2 hours per day or operate more than 2 hours per day but less than 3 days per week.

- A4. **License Number** – Enter the license number issued to this site to operate. If the site does not have a number, leave blank.
- A5. **License Effective Date** – Enter the license effective date for this site. If the site does not have a license effective date, leave blank.
- A6. **License Expiration Date** – Enter the license expiration date for this site. If the site does not have a license expiration date (e.g. is permanent or non-expiring), leave blank.
- A7. **License Capacity** – Enter the license capacity for this site. If the site does not have a license capacity, leave blank.
- A8. **Age Range of Participants** – Enter the age range of participants. Be sure to enter in years and months. For example, From: 1 yrs 0 mos To: 12 yrs 11 mos
- A9. **Do you provide child care for infants under 12 months old?** – Indicate “Yes” or “No”.
- A10. **Enter the elementary, middle or high school a child would attend if he/she lived next door to this center:** – Enter the school name and address.
- 

### STREET ADDRESS

- A11. **Street Address: Address Line 1** – Enter the street address of the site. This cannot be a P.O. Box.  
**Street Address: Address Line 2** – If the site’s street address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
- A12. **Street Address: City** – Enter the city of the site’s street address.
- A13. **Street Address: State & Zip** – Enter the State and zip code of the site’s street address.
- 

### MAILING ADDRESS

- Mailing Address – Same as Street Address?** – Indicate “Yes” or “No”. If No, enter mailing address information.
- A14. **Mailing Address: Address Line 1** – Enter the mailing address of the site.  
**Mailing Address: Address Line 2** – If the site’s mailing address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
- A15. **Mailing Address: City** – Enter the city of the site’s mailing address.
- A16. **Mailing Address: State & Zip** – Enter the State and zip code of the site’s mailing address.
- 

### CENTER INFORMATION

- A17. **Affiliation:** – Check the appropriate box to indicate if the site is affiliated or unaffiliated.
- A18. **Has this site previously participated in the CACFP under a sponsoring organization?** – Indicate “Yes” or “No”. If Yes, enter the name of the previous sponsor(s) and dates of participation with previous sponsor(s).
- A19. **Date of Pre-Approval visit** – If this is a **new** site, enter the date the contracting entity conducted the pre-approval visit.
- A20. **Unaffiliated site will make meal counts and menu records available to the Contracting Entity by the following date of each month** – Enter the date of the month, e.g. 5<sup>th</sup>, that the unaffiliated site will make meal count and menus available to the contracting entity. If this site is affiliated, leave blank.
- 

### CENTER CONTACT – PERSON IN CHARGE OF THIS CENTER ON A DAILY BASIS

- B1. **Name** – Enter the following for the person in charge of this center on a daily basis: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
- B2. **Email Address** – Enter the email address of the person in charge of this center on a daily basis.

- B3. **Facility Phone** – Enter the facility phone number, extension and fax number of the person in charge of this center on a daily basis.
- B4. **Cell/Alt Phone** – Enter the cell or alternate phone number of the person in charge of this center on a daily basis.
- B5. **Title** – Enter the title of the person in charge of this center on a daily basis.
- 

#### **ADDITIONAL CENTER CONTACT – ALTERNATE PERSON IN CHARGE OF THIS CENTER ON A DAILY BASIS**

- B6. **Name** – Enter the following for the alternate person in charge of this center on a daily basis: salutation, first name and last name. See #B1 above for salutation options.
- B7. **Email Address** – Enter the email address of the alternate person in charge of this center on a daily basis.
- B8. **Facility Phone** – Enter the facility phone number, extension and fax number of the alternate person in charge of this center on a daily basis.
- B9. **Cell/Alt Phone** – Enter the cell or alternate phone number of the alternate person in charge of this center on a daily basis.
- B10. **Title** – Enter the title of the alternate person in charge of this center on a daily basis.
- 

#### **SCHEDULE**

- C1.A. **Months of Operation** – Check all that apply. If the site operates year round, check “All”.
- C1.B. **Days of Operation** – Check all that apply.

#### **Regular Schedule**

- C2. **Normal Hours of Operations** – Enter the time the site opens and closes. Use hours and minutes and indicate a.m. or p.m. For example, Time Open: 7:30 a.m. and Time Close: 6:30 p.m.
- C3. **Regular Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most sites do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 7:30 a.m. and End Time: 8:30 a.m. for Breakfast under First Shift.
- C4. **At Risk Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most sites do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 3:30 p.m. and End Time: 4:30 p.m. for Snack under First Shift.

#### **Weekend Schedule**

- C5. **Weekend Hours of Operations** – Enter the time the site opens and closes. Use hours and minutes and indicate a.m. or p.m. For example, Time Open: 7:30 a.m. and Time Close: 6:30 p.m.
- C6. **Regular Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most sites do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 7:30 a.m. and End Time: 8:30 a.m. for Breakfast under First Shift.
- C7. **At Risk Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most sites do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 3:30 p.m. and End Time: 4:30 p.m. for Snack under First Shift.
- C8. **Anticipated Closures:** – Enter the days that this site is anticipated to be closed during the year. For example, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, etc. You may attach a list, if necessary.
- 

#### **FOOD SERVICE**

- C9. **How are meals prepared?** – Check all that apply. If you selected “Prepared at Central Facility and Delivered”, enter the location of the central facility under “Other, please explain”.

- C10. **How are meals served?** – Check all that apply.
- C11. **Check all meals that are purchased through a food service vendor:** – If you checked “Purchased from a food service vendor” on question C9, indicate which meals are purchased through a food service vendor. If you do not use a food service vendor, leave blank.
- C12. **Do you have a food service contract?** – If you checked “Purchased from a food service vendor” on question C9, indicate if you have a food service contract. If you do not use a food service vendor, leave blank.
- C13. **Name of Food Service Vendor:** – If you checked “Purchased from a food service vendor” on question C9, indicate the name of your food service vendor. If you do not use a food service vendor, leave blank.
- C14. **Contract Period:** – If you checked “Purchased from a food service vendor” on question C9, indicate the contract period with the food service vendor. If you do not use a food service vendor, leave blank.
- 

### ADULT CARE CENTER ONLY

- C15. **Does the site receive Title III-C funds of Title III-C commodities for meals served at the site?** – Indicate Yes or No.
- C16. **Which meal types does offer vs. serve apply?** – Check all that apply.
- 

### PARTICIPANTS

- D1. **Number of enrolled participants in each income eligibility category:** – Enter the number of participants in free, reduced-price and paid participants in each category. Then enter the total enrollment. If the type of site does not require enrollment, leave blank.
- D2. **Number of enrolled children receiving Title XX:** – Enter the number of enrolled children receiving Title XX (subsidized care). If the type of site does not require enrollment or is an adult care center, leave blank.
- D3. **Number of enrolled participants (Adult Care Center) receiving Title XIX/XX:** – Enter the number of enrolled participants receiving Title XIX/XX. If the type of site is not adult care center, leave blank.
- 

### SIGNATURE DATE ON AGREEMENT

**If Site is Unaffiliated, enter Signature Date of Site Representative from Permanent Agreement with Sponsoring Organization:** – Enter the signature date of the site representative from the Agreement that you have on file.

**If Site is Unaffiliated, enter Signature Date of Contracting Entity Representative from Permanent Agreement with Sponsoring Organization:** – Enter the signature date of the contracting entity representative from the Agreement that you have on file.

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### CERTIFICATION

**Read the Certification Statement.** The site representative must sign and date the form. In addition, an authorized representative of the contracting entity signs, dates and prints their name and title. The site representative’s signature is not required on revisions.

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**SUBMITTAL**

**CEs Not Using TX-UNPS** – Submit to one of the following:

**Mail to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
P.O. Box 12847  
Austin, Texas 78711

**Overnight to:**

Texas Department of Agriculture  
Food and Nutrition  
Attn: F&N Business Operations – Applications  
1700 North Congress Ave.  
Austin, Texas 78701

**E-mail to:**

[BOps.Applications@TexasAgriculture.gov](mailto:BOps.Applications@TexasAgriculture.gov)

**Fax to:**

888-223-8645

Child and Adult Care Food Program  
**Permanent Agreement Between Sponsoring  
Organization and Child Care Facility**

Name of Sponsoring Organization	Program No. <b>TX –</b>
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Child Care Facility	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

**Agreement**

**This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the child care facility (Facility) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the facility without cause or mutual consent.**

**Rights and Responsibilities of the Sponsor**

**The Sponsor agrees to:**

1. Train child care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day. **Exception:** Emergency shelters may claim reimbursement for three meals or two meals and one snack per child per day.
11. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1538) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the child care facility maintains a current license, if applicable.
15. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable.
16. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care facility when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon's Texas Civil Statutes).
17. Notify the child care facility in writing when terminating this permanent agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent. If the health or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice.

18. Immediately inform the health or licensing authority of any situation existing in child care facilities that would threaten the health or safety of participants in attendance.
19. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a facility on the basis of race, color, national origin, sex, age or disability.
20. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.
21. Accept final administrative responsibility for ensuring the facility takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.
22. Review the purchased meal vendor according to CACFP requirements, if the facility contracts for meals.

### **Rights and Responsibilities of the Child Care Facility**

#### **The facility agrees to:**

1. Record daily the:
  - a. menus, food items and quantity used to serve children;
  - b. meal type and meal count (taken at the point of service) served to each child; and
  - c. number of enrolled/participating children in attendance.
2. Claim only meals actually served during approved meal service times to children who are enrolled (or participate in an At-Risk Afterschool Care Center, Outside-School-Hours Child Care programs or reside in an Emergency Shelter) in child care, in attendance and participating in the meal service.
3. Serve meals that meet the current CACFP requirements for the ages of the children served.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal/snack at each meal service.
5. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
6. Notify the Sponsor immediately of the names of children added or deleted from the child care enrollment. (Not applicable to At-Risk Afterschool Care Centers, Emergency Shelters and Outside-School-Hours Care facilities.)
7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the facility, announced or unannounced, to review CACFP operations and records during normal hours of child care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
9. Notify the Sponsor immediately if there is any change in the facility's licensing/approval status.
10. Serve meals to all children without regard to race, color, national origin, sex, age or disability.
11. Serve snacks free of charge to all children participating in an At-Risk Afterschool Care Center.
12. Serve snacks free of charge to all eligible children residing in an Emergency Shelter.
13. Meet all local health and sanitary code requirements applicable to food service delivery.
14. Participate with one Sponsor at a time.
15. Authorize the Sponsor to apply for participation in the CACFP on behalf of the child care facility.
16. Provide education or enrichment components for children participating in an At-Risk Afterschool Care Center.
17. Notify the Sponsor in writing if terminating this permanent agreement to participate in the CACFP. The facility will give 30 days notice in writing when terminating without mutual consent.
18. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
19. Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the facility terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the facility may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a facility may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in number 17 above, and apply to participate with TDA at any time during the year.

**Certification**

We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR, Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR, 3015, as amended), and state policies and procedures as issued and amended by TDA. The Facility does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Effective from: \_\_\_\_\_ until terminated.

\_\_\_\_\_  
Signature – Child Care Facility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Sponsoring Organization Authorized Representative

\_\_\_\_\_  
Date

**For TDA Use Only**

\_\_\_\_\_  
Approval –TDA Representative

\_\_\_\_\_  
Date

**Permanent Agreement Between Sponsoring  
Organization and Child Care Facility**

04-2010

**PURPOSE**

To document the agreement under which the sponsoring organization (Sponsor) sponsors the participation of an unaffiliated child care facility (Facility) in the Child and Adult Care Food Program (CACFP).

**PROCEDURE**

**When to Prepare**

Complete Form H1630 when the Sponsor and Facility agree to contract with one another for participation in the CACFP.

**How to Obtain Copies**

Make additional copies as needed or download Form H1630 from the Texas Department of Agriculture (TDA) website at [www.snptexas.org](http://www.snptexas.org).

**Number of Copies**

Complete one original and two copies.

**Transmittal**

Send the original to TDA Food and Nutrition Division (FND) with Form H1538 submitted on behalf of the Facility, leave one copy with the Facility, and keep one copy for your files.

**Form Retention**

Keep Form H1630 for three years from the day the agreement is terminated. **Exception:** If audit findings, claims or litigation have not been resolved, all forms and records must be retained beyond the required time period until all issues are resolved.

## DETAILED INSTRUCTIONS

***Name of Sponsoring Organization*** — Enter the Sponsor's name as it appears on the contractor's Application and Management Plan (Form H1536-B, Form H1536-C or Form H1536-F).

***Program (TX) No.*** — Enter the Sponsor's seven-digit program (TX) number. New Sponsors should leave this blank.

***Address of Sponsoring Organization*** — Enter the address of the Sponsor.

***Name of Child Care Facility*** — Enter the name of the Facility as it appears on the Facility's license.

***Physical Address of Child Care Facility*** — Enter the address of the Facility as it appears on the Facility's license.

***County Name*** — Enter the child care facility's county name.

***Mailing Address of Child Care Facility, if different from physical address*** — Enter the mailing address of the Facility, including street, P.O. Box, city, state and ZIP code.

***Certification*** —

***Effective: From – Until Terminated*** — Enter the beginning effective date of the permanent agreement.

***Signature and date, Child Care Facility Representative*** — An authorized representative of the facility (Owner or Director) must sign and date this form.

***Signature and date – Sponsoring Organization Authorized Representative*** — A person authorized to act on behalf of the Sponsor must sign and date this form.

***For TDA Use Only*** — A representative of TDA will sign and date this form, upon approval.

Child and Adult Care Food Program  
**Permanent Agreement Between Sponsoring  
Organization and Adult Day Care Facility**

Name of Sponsoring Organization	Program No. <b>TX –</b>
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Adult Day Care Facility	
Physical Address of Adult Day Care Facility (Street, City, State, ZIP)	County Name
Mailing Address of Adult Day Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

**Agreement**

**This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the adult day care facility (Facility) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the Facility without cause or mutual consent.**

**Rights and Responsibilities of the Sponsor**

**The Sponsor agrees to:**

1. Train adult day care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled participants without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to participants who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per participant per day.
11. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1651) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the adult day care facility maintains a current license/certification.
15. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any adult day care facility when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon's Texas Civil Statutes).
16. Notify the adult day care facility in writing when terminating this permanent agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent. If the health or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice.
17. Immediately inform the health or licensing authority of any situation existing in adult day care facilities that would threaten the health or safety of participants in attendance.

18. Ensure policies and procedures of a facility do not exclude or limit participation, benefits or activities of participants on the basis of race, color, national origin, sex, age or disability.
19. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.
20. Accept final administrative responsibility for ensuring the facility takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.
21. Review the purchased meals vendor according to CACFP requirements, if the facility contracts for meals.

### **Rights and Responsibilities of the Adult Day Care Facility**

#### **The facility agrees to:**

1. Record daily the:
  - a. menus, food items and quantity used to serve participants;
  - b. meal type and meal count (taken at the point of service) served to each participant; and
  - c. number of enrolled participants in attendance.
2. Claim only meals actually served during approved meal service times to participants who are enrolled in adult day care, in attendance and participating in the meal service.
3. Serve meals which meet the current CACFP requirements.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled participant to have one reimbursable meal/snack at each meal service.
5. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
6. Notify the Sponsor immediately of the names of participants added or deleted from the adult day care enrollment.
7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the facility, announced or unannounced, to review CACFP operations and records during normal hours of adult day care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
9. Notify the Sponsor immediately if there is any change in the facility's licensing/certification status.
10. Serve meals to all participants without regard to race, color, national origin, sex, age or disability.
11. Meet all local health and sanitary code requirements applicable to food service delivery.
12. Participate with one Sponsor at a time.
13. Authorize the Sponsor to apply for participation in the CACFP on behalf of the adult day care facility.
14. Notify the Sponsor in writing if terminating this permanent agreement to participate in the CACFP. The facility will give 30 days notice in writing when terminating without mutual consent.
15. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
16. Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the facility terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the facility may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a facility may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in number 14 above, and apply to participate with TDA at any time during the year.



**Certification**

We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR, Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR, 3015, as amended), and state policies and procedures as issued and amended by TDA. The Facility does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Effective from: \_\_\_\_\_ until terminated.

\_\_\_\_\_  
Signature – Adult Day Care Facility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Sponsoring Organization Authorized Representative

\_\_\_\_\_  
Date

**For TDA Use Only**

\_\_\_\_\_  
Approval – TDA Representative

\_\_\_\_\_  
Date

**Permanent Agreement Between Sponsoring  
Organization and Adult Day Care Facility**

04-2010

**PURPOSE**

To document the agreement under which the sponsoring organization (Sponsor) sponsors the participation of an unaffiliated adult day care facility (Facility) in the Child and Adult Care Food Program (CACFP).

**PROCEDURE**

**When to Prepare**

Complete Form H1653 when the Sponsor and Facility agree to contract with one another for participation in the CACFP.

**How to Obtain Copies**

Make additional copies as needed or download Form H1653 from the TDA website at [www.snptexas.org](http://www.snptexas.org).

**Number of Copies**

Complete one original and two copies.

**Transmittal**

Send the original to the Texas Department of Agriculture (TDA) Food and Nutrition Division (FND) with Form H1651 submitted on behalf of the Facility, leave one copy with the Facility, and keep one copy for your files.

**Form Retention**

Keep Form H1653 for three years from the day the agreement is terminated. **Exception:** If audit findings, claims, or litigation have not been resolved by the end of the retention period, you must retain all forms and records until all issues are resolved.

## DETAILED INSTRUCTIONS

**Name of Sponsoring Organization** — Enter the Sponsor's name as it appears on the contractor's Application and Management Plan (Form H4356, Form H4356-A or Form H4536-B).

**Program (TX) No.** — Enter the Sponsor's seven-digit program (TX) number. New Sponsors should leave this blank.

**Address of Sponsoring Organization** — Enter the address of the Sponsor.

**Name of Adult Day Care Facility** — Enter the name of the Facility as it appears on the Facility's license/certification.

**Physical Address of Adult Day Care Facility** — Enter the address of the Facility as it appears on the Facility's license/certification.

**County Name** — Enter the adult day care facility's county name.

**Mailing Address of Adult Day Care Facility, if different from physical address** — Enter the mailing address of the Facility, including street, P.O. Box, city, state and ZIP code.

**Certification** —

**Effective: From – Until Termination** — Enter the beginning effective date of the permanent agreement.

**Signature and date, Adult Day Care Facility Representative** — A representative of the facility (Owner or Director) must sign and date this form.

**Signature and date, Sponsoring Organization Authorized Representative** — A person authorized to act on behalf of the Sponsor must sign and date this form.

**For TDA Use Only** — A representative of TDA will sign and date this form, upon approval.