Child and Adult Care Food Program
Contract for a Food Service Management Company Providing Vended Meals

Template and Instructions

February 2026

Introduction

This document includes a template contract for use by an Institution participating in the Child and Adult Care Food Program (CACFP) and a Food Service Management Company (FSMC) providing vended meals in compliance with the federal regulations which govern the CACFP. A FSMC is "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", 7 CFR 226.2. If an Institution contracts with a FSMC, it must adhere to the general requirements found in 2 CFR 226.21.

Institution retains responsibility for financial oversight, ensuring that its food service program complies with all applicable federal and state regulations. **Institution will be held responsible by the Minnesota Department of Education (MDE) and the United States Department of Agriculture (USDA) for any non-compliance by its FSMC in performing services for Institution**. For that reason, Institution must be diligent about ensuring its FSMC is providing meals that are properly claimed under the CACFP regulations, invoicing Institution properly in accordance with the terms of the contract, and otherwise complying with the CACFP regulations that apply to FSMCs.

If you have any questions about requirements for FSMC contracts, contact the MDE – Nutrition Program Services (MDE – NPS) at 651-582-8526, 800-366-8922 (Minnesota Toll-free) or mde.fns@state.mn.us.

Type of Contract

These instructions and template contract are for a Fixed Per-Meal Price contract in which the FSMC is paid a predetermined, **fixed** amount per meal, including a reasonable margin for profit.

Procurement Procedures

Non-school Sponsors: for any vended meal contract that is projected to be over $350,000 (private non-profits) or over $175,000 (public sponsors), sponsors must conduct a formal procurement using the "Invitation for Bid Vended Meal Contract CACFP and SFSP" published by MDE instead of this template contract.

School Food Authorities (SFAs): for any vended meal contract that is projected to be over $175,000, SFAs must conduct a formal procurement using the "Invitation for Bid Vended Meal Contract" published by MDE instead of this template contract.

Instructions for Preparing the Contract

No changes, additions or deletions may be made to any provision in this template contract (except for inserting required information as noted in the table below) without prior approval by MDE. 7 CFR 226.6(i).

Completing Sections of the Contract: Complete sections (Sec) and subsections (SubSec) of the contract template as instructed below. Generally, information to be completed will be indicated by a blank link with "________".

Sec. Subsec.	Instructions
I.a.	Insert: Institution's name; and Vendor's name.
I.b.	Insert beginning and end date of initial Contract term. The initial term of the Contract is a one-year period.
II.a.	If only one site will be provided meals, check box for "the table below" and complete the table. (Discard attachment Table 1, which is included at the end of this document). If more than one site, check box for "the attached Table 1: Site List" and complete the table in attachment Table 1 (included at end of this document) and attach to final Contract. Add additional rows if necessary. There is an extra column for Delivery Window. Complete for a site only if the delivery window is different than the standard delivery window identified in Sec. V.c. of the Contract.
II.b.	Institution is responsible for attaching its 21-day cycle menus to the Contract. Menu Samples and Templates can be found on MDE's website.
II.c.	Check box for either Unitized Meals **or** Non-Unitized/Bulk. Check Vendor Service if Vendor will also serve meal at Institution's site(s).
II.f.	Insert any other items Vendor will be expecting to provide; for example, utensils, napkins, etc. Be as specific as possible to ensure Vendor understands and can provide accurate pricing. In the case of multiple sites, be sure to identify any differences in items to be provided across sites.
II.g.	Insert the number of days' notice Institution will provide to Vendor for any changes in site information.
V.a.	Insert: the time period for which meal orders will be made; for example, for the next "day" or for the next "week" **and** the deadline by which Institution or Institution's sites will notify Vendor of the number of meals needed; for example, 5 p.m. the evening before the next day of service or 9 a.m. on the Friday before the next week's service.
V.a.i.	Insert the method(s) by which Institution will notify Vendor of its meal order. For example, "by telephone to [phone number]" or "by email to [email address]".
V.a.ii.	Insert the number of hours of advance notice Institution will provide for increases or decreases in the number of meals ordered before the delivery window in Sec. V.c. begins.
V.c.	Insert the beginning time and end time for the delivery window for Vendor. Include "a.m." or "p.m."
V.d.	Check box for Vendor **or** Institution, depending on which party is responsible for cleaning meal transport containers. Check box indicating Vendor will pick up transport containers at the time of next delivery **or** if not, insert text indicating when and how transport containers will be returned to/picked up by Vendor.
V.e.	If there are special instructions for one or more sites, check the box and add those instructions here. Be as specific as possible to ensure Vendor understands and can comply with the instructions.
VI.a.	Insert the fixed price per meal for each meal type, with milk and without milk.

Sec. Subsec.	Instructions
VI.b.i.	Check the box if a la carte milk will be provided by Vendor and insert the price for a la carte milk. Milk may only be invoiced separately from a reimbursable meal when served to a participant in addition to the milk already received as part of a served reimbursable meal.
VI.b.ii.	Check the box if adult meals (non-reimbursable meals served to non-participants) will be provided by Vendor and insert the fixed price per meal.
VI.b.iii.	Check the box if Vendor is allowed to invoice for excess costs associated with providing substitutions due to medical and dietary needs. [*See* Sec. IV.]
VI.d.	Check the box for either weekly **or** monthly invoices. Insert: the day following the billing period by which Vendor must submit the invoice (for example, the 6th day or the 2nd day); and the number of days after the receipt of the invoice by which Institution will pay the invoice (for example, 10 days means Institution must pay the invoice within 10 days of receipt).
VII.	Complete the chart. Total each row by multiplying the fixed price per meal **by** (number of operating months **by** average number of service days per month **by** average number of that meal type served per day). Calculate the total estimated contract amount by adding the total of all rows.
VIII.b.	Insert the day by which Vendor will submit the previous month's production records to Institution.
IX.e.	A copy of Vendor's current food and beverage license must be attached to the Contract for review by MDE.
XI.c.	Check the box if the estimated contract amount [*see* Sec. VII.] is more than $25,000. Vendor should complete a "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and the Certification should be attached to the Contract.
XI.d.	Check the box if the estimated contract amount [*see* Sec. VII.] is more than $100,000. Vendor should complete a "Certification Regarding Lobbying" and the Certification should be attached to the Contract.
XI.e.	Check the box if the estimated contract amount [*see* Sec. VII.] is more than $10,000.
XI.n.	One of the boxes must be checked by Vendor prior to execution. If the second box is checked, indicating there is a family or business relationship between Vendor and any principal of Institution [a "principal" is any individual who holds a management position within, or is an officer of, the Institution, including all members of Institution's board of directors], Institution must complete and submit a Specific Prior Written Approval form to MDE for MDE's review and approval **before** the Contract will be approved.
XIV.	Vendor and Institution have the option to negotiate and agree to additional contractual provisions. Those additional provisions cannot conflict with the contract provisions in the contract template and must comply with federal requirements. If such additional provisions are negotiated, check the box and attach a separate sheet labeled "Additional Provisions" to the Contract with the additional provisions listed. These additional provisions are subject to approval by MDE and are not part of the Contract or in effect until such approval is given.

These first four instruction pages are not part of the final contract and should be removed before final execution and submission to MDE.

Child and Adult Care Food Program
Contract for Vended Meals

I. Purpose and Authority

a. This contract between Kootasca Community Action ("Institution") (Cyber-Linked Interactive Child Nutrition System (CLiCS) ID Number 10000003447) and ISD 316 ("Vendor") authorizes Vendor to provide meals to Institution in accordance with this Contract and the federal regulations governing the Child and Adult Care Food Program (CACFP), specifically 7 CFR Part 226. Institution will claim the meals for CACFP reimbursements.

b. The initial term of this Contract is 10/01/2026 through 09/30/2027.

c. This Contract has four renewal options of additional one-year periods, if mutually agreed to by Institution and Vendor and contingent upon the fulfillment of all contact provisions. The Contract will not automatically renew. Any renewal must use the "CACFP Renewal of Contract for Vended Meals" form published by MDE. Adjustments to fixed meal prices for any renewal period are allowed but will be limited to an increase stated by MDE on the contract renewal template, which is based on the Consumer Price Index.

d. Any material change to the Contract that alters the scope of work, or the amount of the contract may require a competitive procurement, and, therefore, Vendor is not guaranteed a contract resulting from such material changes. Any such change must be submitted to MDE for approval and guidance prior to implementation by the parties.

II. Meals

a. Vendor will provide meals as detailed in the ✔ table below or ☐ the attached "Table 1: Site List".

Site Name & Address	CLiCS Site ID	Days of the Week	Meal Type(s) and # of Meals Delivered
Marble Head Start	1000006792	Monday-Thursday	✔ Breakfast 32 ✔ Lunch 32 ____ Supper ____ ✔ Snacks 32 ____ A la Carte Milk ____

b. Vendor will provide meals that: meet the CACFP component and pattern requirements of 7 CFR 226.20; conform to the cycle menu(s) attached to this Contract; and to meal quality standards and food specifications provided by Institution. The meals served under this Contract will conform to the cycle menu(s) attached to this Contract, at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that CACFP meal pattern requirements are met.

c. Vendor will provide food as indicated by the checked box(es) below.

☐ **Unitized Meals**: Vendor will provide unitized meals for CACFP. "Unitized meals" are meals that include all of the required components for a meal found in 7 CFR 226.20. Unitized meals may be prepared with or without milk.

☑ **Non-Unitized/Bulk**: Vendor will provide non-unitized/bulk quantities for CACFP, with written instructions on the planned portion size for each food component, and number of portions contained in each bulk container, so each meal is ensured to meet CACFP requirements. In addition, Vendor will provide appropriate scoop, spoodle, or ladle equal to the planned portion size for assurance of proper serving size.

☐ **Vendor Service**: Vendor will also serve meals. Responsibility for the reimbursable meal count at point of service is retained by Institution and is not delegated to Vendor.

d. Per USDA Regulation 7 CFR 226.6(i)(11), all breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. MDE has determined that unitization may impair the effectiveness of food service operations for some sponsors and, therefore, has approved the option of Non-Unitized/Bulk food as reflected in II.c.

e. Vendor may not subcontract with another organization for the total meal (with or without milk) or for the assembly of the meal.

f. In addition to meals, Vendor will also provide the following items:

g. Institution will provide Vendor with no less than ______ days' notice of changes in sites to be serviced under this Contract pursuant to II.a., including: approval of new sites; cancellations or terminations of sites; or changes in the approval level of meal service for a site. Following sufficient notice, Vendor should be prepared to provide services in accordance with the updated site information.

III. Termination

a. Either party may terminate this Contract for cause by giving 60 days' written notice.

b. This Contract may also be terminated for convenience if the parties mutually agree to the termination.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

a. Vendor must provide substitutions to, or modifications of, meals on a case-by-case basis as required by federal law for participants who are unable to consume the regular program meals due to a disability or other dietary needs. Institution is responsible for maintaining a written statement that meets federal requirements which identify the food(s) to be omitted from the participant's diet and the food(s) that must be substituted.

b. Institution will pay the regular meal charges for meals with substitutions or modifications unless other charges are specifically allowed in Section VI.b.

c. Participants receiving modifications or substitutions may not be charged any fees for modifications or substitutions.

V. Ordering and Delivery

a. Institution or Institution's sites will notify Vendor in advance of the number of meals needed for the next ____________ by____.

i. Institution or Institution's sites will notify Vendor of orders via ______________________________.

ii. Any increases or decreases in the numbers of meals ordered shall be made by Institution, as needed, within ______hours of the start of the delivery window identified in V.c.

b. Vendor will use an organized system for: receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

c. Vendor will deliver meals to Institution's site(s) between ________________ and________________. Vendor must comply with all building rules and regulations when dropping off the meals.

d. ☐ Vendor ☐ Sponsor will be responsible for cleaning transport containers. ☐ Vendor will pick up transport containers at the time of the next delivery or ☐ ____________________________________.

e. This subsection e. is only applicable if this box is checked. ☐ The following special instructions apply for specific sites:

VI. Meal Charges and Billing

a. Institution will pay the fixed price per meal as indicated in the table below. Each fixed price is "all-inclusive", meaning it includes any and all fees and costs incurred by Vendor in preparing and delivering (and serving, if applicable) the meals to Institution. No other fees, costs, charges, taxes or other expenses (other than those specifically identified in VI.b.) are allowed under this Contract.

Meal Type	Price Per Meal With Milk	Price Per Meal Without Milk
Breakfast	2.54	
Lunch	4.76	
Snack	1.30	
Supper		

b. Additional Authorized Charges:

i. ☐ This subsection b.i. is only applicable if this box is checked. **A la carte milk.** Milk may only be provided, and invoiced, separately from a reimbursable meal when "a la carte", meaning a milk served to a participant in addition to the milk already received as part of a served reimbursable meal. Price per a la carte milk $_________________.

ii. ☐ This subsection b.ii. is only applicable if this box is checked. Adult meal $__________________.

iii. ☐ This subsection b.iii. is only applicable if this box is checked. Vendor may invoice Sponsor for any excess costs of providing substitutions. Vendor must identify these charges on any invoices as a line item for "substitution costs" and documentation must be attached to the invoices to substantiate the additional charges.

c. No payment will be made by Institution to Vendor for meals that: are spoiled or unwholesome at time of delivery; do not meet CACFP meal requirements; or are delivered outside of the agreed-upon delivery window identified in V.c.

d. Vendor must submit ☐ weekly ☐ monthly itemized invoices to Sponsor by the ______day following the end of the billing period. Payment will be due to Vendor no later than ______ days after receipt of each invoice.

e. Neither MDE nor the United States Department of Agriculture is a party to this Contract and neither assumes liability for payment of differences between the number of meals provided by Vendor and the number of meals that are eligible for reimbursement under the CACFP regulations.

VII. Estimated Contract Amount

Meal Type	Fixed Price per Meal ("Price")	# of Operating Months ("Mos.")	Average # Service Days per Month ("Days")	Average # of Meals Served per Day ("Meals")	Total = Price x (Mos. x Days x Meals)
				Total Estimated Contract Amount:	

VIII. Recordkeeping and Availability of Records

a. Vendor will maintain full and accurate records (supported by invoices, receipts or other evidence) as Institution will need to meet Institution's responsibilities for participation in CACFP. Required records include: 1) daily menu and portion records; 2) daily quantities of food in particular amount of meat/meat alternate prepared, and any mixed item recipes, processed food labels, nutritional and ingredient label information regarding whole grain rich items, and sugar content of yogurt and cereals, by type of meal; and 3) daily number of meals delivered, by type of meal.

b. Vendor will submit copies of the records identified in Section VIII.a. to Institution for the previous month by the ______day of the following month. Vendor will also provide copies of food production records as specified by Institution.

c. In accordance with 7 CFR 226.6(i)(5), Vendor agrees that books and records pertaining to this Contract and Institution's food service operation shall be available to Institution upon request and available to representatives of Institution, the Minnesota Department of Education, the United States Department of Agriculture, and the U.S. Government Accountability Office for inspection and audit at any reasonable time and place for a period of three years after the date of receipt of the final payment for this Contract, except that, in circumstances where audit or investigation findings have not been resolved, such records must be retained beyond the three-year period until all issues raised by the audit or investigation have been resolved.

d. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

IX. Health and Sanitation

a. Vendor and Institution agree that state and local health and sanitation requirements will be met at all times. Vendor will maintain all applicable State and local health certifications for facilities in which Vendor will prepare meals for use by Institution.

b. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

c. Institution will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

d. MDE may conduct an inspection of Vendor's food preparation facilities. Vendor and Institution shall receive a copy of the results of these inspections if corrective action is required. If Vendor fails to correct violations noted by MDE during a review, MDE shall notify Institution and Vendor that reimbursement shall not be paid for meals prepared by Vendor after a date specified in the notification.

e. A copy of Vendor's current food and beverage license is attached to this Contract.

X. Institution Responsibility for Food Service Operation

Institution will maintain overall responsibility for administration of the food service operation, in accordance with CACFP regulations and policies. Institution will:

a. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from MDE.

b. Ensure that the food service operation is in conformance with Institution's agreement with MDE to participate in CACFP.

c. Retain control of the nonprofit food service account and overall financial responsibility for the nonprofit food service operation.

d. Maintain all applicable health certifications for Institution's sites and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at Institution's site(s).

e. Monitor provided meals to ensure the food service is in conformance with CACFP regulations.

f. Retain signature authority on Institution's agreement with MDE. Retain signature authority for monthly claims by electronically submitting required information to MDE.

g. Prepare contract documents.

h. Review, approve or deny, and, if applicable, verify CACFP Household Income Statements.

XI. Certifications

a. Vendor has executed, and Institution has counterexecuted, an "Independent Price Determination Certification" which is attached to this Contract and specifically incorporated herein by reference.

b. Vendor has executed an "Assurance of Civil Rights Compliance Certification" which is attached to this Contract and specifically incorporated herein by reference. By executing this Contract, Vendor agrees, assures and certifies that it will continue to comply with all applicable civil rights laws, regulations, orders, provisions, guidelines, directives and policies identified in that Certification throughout the term of this Contract, including any renewal periods, including: Title VI and Title VII of the Civil Rights Act or 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

c. ☐ This subsection c. is only applicable if this box is checked. The total amount of this Contract is expected to exceed $25,000. Vendor has executed a "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion", which is attached to this Contract and specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify Institution.

d. ☐ This subsection d. is only applicable if this box is checked. The total amount of this Contract is expected to exceed $100,000. Vendor has executed a "Certification Regarding Lobbying", which is attached to this Contract and specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify Institution.

e. ☐ This subsection e. is only applicable if this box is checked. The total amount of this Contract is expected to exceed $10,000. Vendor agrees to comply with the provisions of Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor regulations.

f. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708). Further, if this Contract exceeds $100,000, Vendor certifies it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the U.S. Department of Labor regulations, 29 CFR Part 5.

g. When possible and allowed, Vendor agrees to consider the use of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. See 2 CFR 200.321.

h. Vendor agrees to comply with the prohibition on obligating any federal grant funds on certain telecommunications equipment or services as identified in 7 CFR 200.216.

i. Vendor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 7 CFR 200.322.

j. If the total amount of this Contract exceeds $150,000, Vendor agrees to comply with all applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 – 1387).

k. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Davis Bacon Act (for construction contracts in excess of $2,000). See Appendix II to 2 CFR 200/7 CFR 3019.48.

l. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the recovered materials provisions of 42 U.S.C. 6962. See 2 CFR 200.323.

m. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with "Rights to Inventions Made Under a Contract or Agreement" See Appendix II to 2 CFR 200; 7 CFR 3019.48.

n. Vendor certifies that *(one of the following boxes must be checked)*:

☑ 1) there is no family or business relationship between Vendor and any principal of Sponsor and that this Contract causes no prohibited conflict of interest; or

☐ 2) that a family or business relationship between Vendor and any principal of Sponsor exists and that Sponsor has completed a "Specific Prior Written Approval" form, submitted it to MDE, and that MDE has granted approval for the execution of this Contract between Sponsor and Vendor notwithstanding the relationship.

XII. Nonperformance or Noncompliance

a. Institution will notify Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Institution may terminate this Contract for cause and pursue services from a different vendor. Vendor will then be liable for any difference in price between the fixed meal prices in this Contract and the new contract prices.

b. In cases of nonperformance or noncompliance on the part of Vendor, Vendor will also be liable for any other consequential damages suffered by Institution, including excess costs incurred by obtaining meals from another source.

c. Institution remains responsible to MDE and the USDA authority for any noncompliance with CACFP regulations and will hold Vendor responsible for any amount of meal overclaims (or any other similar fiscal action) charged to Institution that are attributable to Vendor's negligence and that occurred during the effective dates of the contract, including based on audit or program review findings.

XIII. Miscellaneous

a. This Contract shall be governed by the laws of the State of Minnesota. Any action or proceeding arising out of this Contract must be brought exclusively in the state or federal courts of the State of Minnesota.

b. This Contract and its attachments constitute the entire Contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions, and contracts among the parties concerning the subject matter hereof.

c. No provision of the contract may be assigned or subcontracted without the prior written consent of Institution and MDE.

d. No course of dealing or failure of a party to strictly enforce any term, right, or condition of this Contract must be construed as a waiver of the term, right or condition.

e. The parties acknowledge that each party has had the opportunity to seek the advice of independent legal counsel prior to executing this Contract and that each has read and understood all of the terms and provisions of this Contract and enters into this Contract with the intent to be legally bound.

f. Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by Institution are to be used.

g. Payments on any invoice will not preclude Institution from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and/or proposal specifications.

h. Institution is responsible for ensuring the resolution of CACFP review and audit findings.

i. MDE and USDA are not parties to this Contract and are not responsible for any action or inaction by Institution or Vendor.

XIV. Additional Provisions at Option of Institution and Vendor

☐ If this box is checked, Institution and Vendor have agreed to additional provisions to this Contract, which are subject to approval by MDE and are attached to this Contract on a separate sheet labeled "Additional Provisions". Additional provisions may not conflict with other contract provisions or materially change the contract.

Signatures

Institution

Name: Kootasca Community Action

Authorized Representative (Print name): Sarah Lovejoy

Signature: ____________________

Title: Director of Education Date: ____________

Vendor

Name: ____________________

Address: ____________________

Authorized Representative (Print name): ____________________

Signature: ____________________

Title: ____________________ Date: ____________

Email: ____________________ Phone: ____________

Location where meals are produced if different than Vendor address: ____________________