



## Child and Adult Care Food Program Renewal of Vended Meal Contract Program Year 2026-2027

*An Institution that participates in the Child and Adult Care Food Program (CACFP) and contracts for vended meals must use this contract renewal template to meet program requirements.*

*With the exception of provisions in this renewal template that require information to be inserted (reflected by “blanks”), no changes or additions may be made to the standard provisions of this renewal template **unless approved by the Minnesota Department of Education (MDE) prior to execution of the renewal.** Instruction text in the template is in italics.*

*MDE’s prototype contract with a food service management company (FSMC) provides for an initial term of one year, with up to four additional one-year renewal periods (a total of five years). As such, FSMC contracts that started with the 2022-2023 program year or later are eligible for renewal for the 2026-2027 program year, if both parties have mutually agreed to renew and if not otherwise prohibited by local procurement rules.*

*This renewal document may not be appropriate if there are material changes to the terms of the original Contract (such as a large increase in the number of meals or addition of sites) that alters the scope of work or increases the amount of the original Contract (with the exception of the standard Consumer Price Index adjustment to the meal pricing). If such changes are intended to be incorporated into this renewal, contact MDE’s Nutrition Program Services for assistance as soon as possible at 651-582-8526, 800-366-8922 (Minnesota Toll-free) or [mde.fns@state.mn.us](mailto:mde.fns@state.mn.us).*

### 1. Purpose

Institution \_\_\_\_\_ [Cyber-Linked Interactive Child Nutrition Systems (CLiCS) Identification Number: \_\_\_\_\_] and Vendor \_\_\_\_\_ originally entered into a contract for vended meals for program year \_\_\_\_\_ (“the Contract”) [*insert the program year of the first year of the contract, for example, 2023-2024*]. The Contract provided for up to four one-year renewal periods, upon mutual agreement of Institution and Vendor.

### 2. Renewal of the Contract

Institution and Vendor mutually agree to renew the Contract for the additional period indicated below, which does not exceed one year.

This renewal period will be the \_\_\_\_\_ year of the Contract. [insert 2nd, 3rd, 4th or 5th]

Start Date for Renewal Period: \_\_\_\_\_ End Date for Renewal Period: \_\_\_\_\_

**3. Adjusted Fixed Meal Prices**

The federal regulations which govern the CACFP mandate specific meal component and pattern requirements. Vendor will provide meals that meet all the required components for a meal found in 7 CFR 226.20. Vendor’s fixed meal prices have accounted for all of the meal components required by the applicable federal regulations. Each fixed price is “all-inclusive”, meaning it includes any and all fees and costs incurred by Vendor in preparing and delivering the meals to Institution. No other fees, costs, charges, taxes or other expenses are allowed under this Contract.

Agreed-upon fixed meal prices are identified in the table below and have been calculated by multiplying the previous contract period’s [program year 2025-2026] fixed meal price by the percent increase and adding that amount to the previous contract period’s fixed meal price.

**The maximum percent increase is 4.0**, based on the Consumer Price Index for the 2025 - 2026 term.

<b>Meal Service</b>	<b>25-26 Fixed Meal Price</b>	<b>Percent Increase</b>	<b>Increase Amount</b>	<b>26-27 Fixed Meal Price</b>
<i>Breakfast with milk</i>	\$ 4.00	4.0%	\$0.16	\$4.16
<i>Breakfast without milk</i>	\$ 3.00	4.0%	\$0.12	\$3.12
	\$	%	\$	\$
	\$	%	\$	\$
	\$	%	\$	\$
	\$	%	\$	\$
	\$	%	\$	\$
	\$	%	\$	\$

**4. Termination**

If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days’ written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this contract. Institution and Vendor may only terminate the contract without cause or for convenience if both parties mutually agree to terminate the contract.

**5. Estimated Contract Amount**

Meal Service	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:					

**6. Program Requirements**

Vendor remains obligated to comply with the regulations and guidance of the United States Department of Agriculture and the Minnesota Department of Education that are applicable to the CACFP, including but not limited to 7 CFR Part 226 and 2 CFR Parts 200 and 400, and additions or amendments thereto.

**7. Original Contract Terms**

Unless a provision of the original Contract is specifically modified in this renewal document, all terms, provisions and conditions as set forth in the original Contract remain unmodified and in full force and effect. In cases of direct conflict between provisions in the original Contract and provisions in this renewal document, the provisions of this renewal document control.

**8. Certifications**

By executing this renewal document, Vendor expressly and specifically agrees that:

- a. Each Certification, Certificate and Assurance attached to the original Contract (or, in the case of the Assurance of Civil Rights Compliance, attached to a renewal document) remains true and accurate as of the date of Vendor’s signature on this renewal document;
- b. Vendor will continue to comply with each and every Certification contained in the “Certifications” section of the original Contract, including those regarding compliance with applicable civil rights laws;

- c. A copy of Vendor's current and valid food and beverage license is attached to this renewal document; and
- d. Select one of the following:
  - i.  there is no family or business relationship between Vendor and any principal of Institution and that the renewal of the original Contract causes no prohibited conflict of interest; or
  - ii.  that a family or business relationship between Vendor and any principal of Institution exists and that Institution has completed a "Specific Prior Written Approval" form, submitted it to MDE, and that MDE has granted approval for the execution of this document to renew the original Contract between Institution and Vendor notwithstanding the relationship.

**9. Other Modifications**

If this box is checked, Institution and Vendor have agreed to additional minor modifications to the terms of the original Contract, which have been preapproved by MDE and are attached to this renewal document on a separate sheet labeled "Other Modifications".

**Signatures**

Institution Name: \_\_\_\_\_

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

Signature of Authorized Institution Representative: \_\_\_\_\_

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

Institution Contact – Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Location where meals are produced if different: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Vendor Representative: Barbie Kressler \_\_\_\_\_

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

Vendor Contact – Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_