

**AMENDMENT TO RENEW  
VENDED MEALS CONTRACT**

Date of Base Contract: _____	Renewal Year (circle or highlight):	1	2	3	4
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This "Amendment" is entered into and between \_\_\_\_\_, the Sponsor ("Sponsor") and \_\_\_\_\_ the Meal Vendor ("Vendor") and collectively referred to herein as the "Parties".

The Parties now desire to amend and renew the Base Contract. In consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

The term of the Base Contract shall be renewed for one (1) year beginning on July 1, 2025, and continuing until June 30, 2026, for the 2025-26 school year/program year unless terminated by either Party.

I. **Contract Fees:** Per the contract renewal terms stated in the Base Contract, all fee/rate increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by Sponsor.

a) Methodologies for Fee Increases: Consumer Price Index (CPI) % Increase for 2025-2026 is **3.3814%**. Any fee increases must be linked to the CPI. Please enter below each fee included in the agreement.

Fixed Fee Meals and Snacks	Current School Year Rate	Renewal School Year Rate	Percentage Changed
<b>1. National School Lunch Program:</b>			
<input type="checkbox"/> Reimbursable Breakfasts.....	\$ _____	\$ _____	_____ %
<input type="checkbox"/> Reimbursable Lunches.....	\$ _____	\$ _____	_____ %
<input type="checkbox"/> Reimbursable Snacks.....	\$ _____	\$ _____	_____ %
<b>2. Summer Food Service Program (SFSP):</b>			
<input type="checkbox"/> Reimbursable Breakfasts.....	\$ _____	\$ _____	_____ %
<input type="checkbox"/> Reimbursable Lunches.....	\$ _____	\$ _____	_____ %
<input type="checkbox"/> Reimbursable Suppers.....	\$ _____	\$ _____	_____ %
<input type="checkbox"/> Reimbursable Snacks.....	\$ _____	\$ _____	_____ %

Percentage Changed: Percentage changed must not exceed the allowable CPI increase.

II. **USDA Foods (Delete if not applicable):** Under the provisions stated in the Base Contract, the Vendor must credit the Sponsor for the value of all USDA Foods received for use in the SPONSOR's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). Furthermore, the Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250. In support of terms outlined in the USDA Foods section of the Base Contract, Parties shall provide the following:

- a) Verification – Receipt of USDA Foods: SPONSOR shall attach a copy of the SPONSOR's Year-end reconciliation verifying correct and proper credit has been received for the full value of all USDA Foods received by the selected VENDOR during the fiscal year. The SPONSOR reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b) Verification – Usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

USDA Foods Entitlement Utilization: _____	Estimated: Current SY	Actual: Prior SY
School Year USDA Foods Entitlement Amount:	\$ _____	\$ _____
Amount of USDA Foods credited to the SPONSOR by the VENDOR:	\$ _____	\$ _____
USDA Foods Entitlement Utilization:	\$ _____	\$ _____
USDA Foods Entitlement Utilization Percentage:	_____ %	_____ %

III. **Additional Renewal Terms (Delete if not applicable):** List any additional changes to the contract, including but not limited to: participating sites and program participation. All changes may not be a material change.

Vendors processing USDA Foods at a commercial facility that is not a part of the contracted SFA are required to follow all rules pertaining to 7 CFR 250 Part C, including but not limited to having an active processing agreement.

IV **Execution of Renewal:** This Amendment is effective \_\_\_\_\_ and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect. **For Vended Meals contracts over \$250,000: This Amendment is not effective until it is approved, in writing, by CDE.**

**SPONSOR**

Name of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

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

**VENDOR**

Name of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

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

**Note:** A copy of this document, after executed by both Parties, must be provided to:

Colorado Department of Education  
 School Nutrition Unit  
[matthews\\_d@cde.state.co.us](mailto:matthews_d@cde.state.co.us)  
 720-595-8042

**Advice of Counsel:** Each Party acknowledge that, in executing this agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this agreement. The Colorado Department of Education (CDE) is not a party to any contractual relationship between a SPONSOR and a vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SPONSOR or vendor based on this prototype contract. CDE's review of the contract is limited to assuring compliance with federal and state procurement requirements. The CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

**Exhibit A: Civil Rights**

The vendor hereby agrees that it will 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 (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 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, 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.

Name of Vendor \_\_\_\_\_

Name/Title of Submitting Official \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_