



**SCHOOL NUTRITION PROGRAM
RENEWAL OF CONTRACT FOR
ICE CREAM
SCHOOL YEAR 2026-2027**

This Renewal Agreement (“Renewal”) is entered into by and between the Murfreeboro City Schools School Nutrition Program (“SFA”) and Murfreeboro Pure Milk Co. (“Vendor”) for the renewal of the contract for ice cream products originally executed on June 20, 2023 (“Original Contract”).

Pursuant to the terms of the Original Contract and applicable federal procurement regulations, including 7 CFR § 210.21 and 2 CFR Part 200, the parties mutually agree to renew the Original Contract for an additional one-year term. Federal regulations permit contracts of this type to be renewed annually for up to four one-year renewal terms following the original contract period, provided the renewals are contemplated in the original solicitation and contract.

This Renewal does not make any material changes to the Original Contract beyond the adjustments specifically identified herein.

A. DEFINITIONS

- a. “SFA” refers to the school food authority that is contracting for the provision of ice cream products and will claim the meals for SNP reimbursements. Murfreeboro City Schools School Nutrition Department is the SFA for the purposes of this renewal.
- b. “Vendor” refers to the company providing the ice cream products to the SFA.
- c. “Original Contract” refers to the contract executed on June 20, 2023, for the provision of ice cream products.

A. RENEWAL OF CONTRACT

- a. **RENEWAL.** SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the fourth renewal of the original contract.
- b. **TERM.** The start date for this contract renewal is July 1, 2026, and the end date for the renewed contract is June 30, 2027.

B. ADJUSTMENTS TO CONTRACT

- a. **ORIGINAL TERMS.** SFA and Vendor agree to the terms of the original Contract for Ice Cream Products, subject to the adjustments herein, for the term of the contract renewal.
- b. **FINANCIAL TERMS.** SFA will pay the cost-plus fixed fee product prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed product prices. The fixed product prices may be increased by mutual agreement of the parties, however the percentage increases may not exceed the percentage increase in the cost of Food Away

from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Southeast Region, for the 12-month period ending in December 2025.

- c. The pricing sheet titled *Murfreesboro City Schools Ice Cream Roll Proposal 2026-2027* is incorporated into this Renewal Agreement by reference as an exhibit and reflects the approved pricing adjustments applicable to the 2026-2027 contract term. Except as specifically reflected in the attached exhibit and as otherwise permitted under the escalation provisions contained herein, all other pricing and terms of the Original Contract shall remain unchanged.
- d. The parties acknowledge that this Renewal Agreement is within the scope of the Original Contract and solicitation and does not constitute a material change requiring a new procurement.

C. TERMINATION. SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

D. VENDOR CERTIFICATION STATEMENTS. The following certifications are attached to this renewal as exhibits:

- a. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- b. Certification Regarding Lobbying
- c. Certification Regarding Civil Rights Compliance
- d. Disclosure of Lobbying Activities

SIGNATURES

SCHOOL FOOD AUTHORITY

VENDOR

Bobby N. Duke, III, Director of Schools

Date : _____

Approved as to form:

Lauren Bush, Assistant City Attorney

Name: _____

Title: _____

Date: _____