



**SCHOOL NUTRITION PROGRAM  
RENEWAL OF CONTRACT FOR  
MILK AND DAIRY  
SCHOOL YEAR 2026-2027**

This Renewal Agreement (“Renewal”) is entered into by and between the Murfreesboro City Schools School Nutrition Program (“SFA”) and Murfreesboro Pure Milk Co. (“Vendor”) for the renewal of the contract for milk and dairy 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 milk/dairy and will claim the meals for SNP reimbursements. Murfreesboro City Schools School Nutrition Department is the SFA for the purposes of this renewal.
- b. “Vendor” refers to the company providing the milk/dairy products to the SFA.
- c. “Original Contract” refers to the contract executed on June 20, 2023, for the provision of milk/dairy 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 Milk/Dairy Products, subjects to the adjustments herein, for the term of the contract renewal.
- b. **FINANCIAL TERMS.** Pricing for fluid milk half-pint products may escalate or de-escalate pursuant to changes in the *Dairy Farmers of America Southeast Council* monthly report on the Class I Skim Price per cwt., directly related to the Federal Milk Order announcement for the Southeast, F.O. 7. Prices for milk delivered may be escalated or de-escalated at the rate of \$0.001 per half pint for each \$0.15 increase or

decrease in the applicable index. Any increases or decreases in pricing must be communicated to the SFA in writing as soon as practicable after the information becomes available. With each monthly invoice submitted to the SFA, Vendor shall submit a copy of the calculations used to determine the adjusted monthly price and a copy of the applicable DFA monthly report. Only fluid milk half-pint products are subject to escalation or de-escalation under this provision.

- c. The pricing sheet titled *Murfreesboro City Schools Milk 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

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

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

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

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

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney