



## **SCHOOL NUTRITION PROGRAM RENEWAL OF CONTRACT FOR PRODUCE PRODUCTS SCHOOL YEAR 2026-2027**

This Renewal Agreement ("Renewal") is entered into by and between the Murfreeboro City Schools School Nutrition Program ("SFA") and US Foods, Inc. ("Vendor") for the renewal of the Produce Contract originally awarded to Institutional Wholesale Company, Inc. on July 23, 2024. The School Food Authority and Vendor acknowledge that the Original Contract was awarded to Institutional Wholesale Company, Inc. ("IWC"). Following execution of the Original Contract, IWC was acquired by US Foods, Inc., and US Foods has succeeded to and assumed IWC's rights and obligations under the Original Contract. Accordingly, US Foods is executing this Renewal Agreement as the successor-in-interest to IWC, and all references to Vendor in the Original Contract shall be deemed to refer to US Foods.

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 produce 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 produce products to the SFA.
- c. "Original Contract" refers to the contract executed on June 20, 2023, for the provision of produce 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 produce products, subjects to the adjustments herein, for the term of the contract renewal.

- b. FINANCIAL TERMS. Vendor shall continue to provide produce products under the cost-plus-fixed-fee pricing structure established in the Original Contract. Prices may fluctuate based on product cost in accordance with the Original Contract and any applicable renewal pricing schedules submitted by Vendor.
  - c. The pricing sheet titled "US Foods Produce Renewal Pricing 2026-2027" is incorporated by reference as an exhibit.
  - 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