SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment	☐	**New Contract/Agreement**	☐
Addendum/Amendment	☐	**Annual/Renewal**	☑

Vendor Name: The Nutrition Group **BIB#**
Specific description:

Food Service Management Company Services for BCSD

Purpose/Outcome:

To execute an addendum to renew the contract with TNG for an additional year to provide Food Service Management for BCSD.

Term: 1 Year - 3 -1 Year Options remaining.

Funding Source: 60025601-539900

SPECIAL REVENUE: na (Initial) CAPITAL/REFERENDUM/8% : na (Initial)

Costs: Budget - Procurement Method: RFP 22-017

**Over $660,511.76 Board Approval required na

MOUs, MOAs or Contracts Requiring Board Approval Must Be Reviewed By Legal _____

Requested by: _____

_____ Date: 6.20.23

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

Approved by (Chief Officer):

_____ Date: _____

CFO Approval Tonya Crosby Date: 6/22/23

Superintendent Approval Alice W. Walton Date: 6/23/23

Updated 08/30/2022 KMY

6/21/23

RFP FSMC SERVICE CONTRACT RENEWAL AGREEMENT
Beaufort County School District
Contract Period: July 1, 2023, through June 30, 2024

Beaufort County School District, hereafter called "SFA" and The Nutrition Group, hereinafter called "Vendor," hereby agree that the Vendor will provide meals for the SFA's child nutrition program during the period of July 1, 2023, through June 30, 2024.

This renewal agreement is constituted by the SFA's acceptance of the Vendor's response to the SFA's original Request for Proposal and Subsequent Contract effective July 1, 2022. The Vendor agrees to comply with all parts of the SFA's Request for Proposal and Subsequent Contract.

The base Firm Price meal rate fee for the 2023-2024 school year will be:

Breakfast	$ 1.26 ;
Lunch	$ 3.78 ;

However, if the lunch and breakfast meals do not meet the current Food-Based meal pattern and nutrition standards required by USDA, as determined by USDA, SCDE, or any other government entity with monitoring authority, the Vendor shall reimburse the SFA in the amount equal to the sum of all meal rate fee(s) paid to the Vendor from the date of implementation of the meal rate fee through the date of such determination.

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the Contract which has not previously been furnished to SCDE;
2. An amended list of schools, if the SFA has added/deleted schools to/from the Contract;
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the Vendor. The average percentage increase in the "food away from home" series of the Consumer Price Index from March 2022 to March 2023 is **8.8%**. This is the **maximum** percentage of increase that will be approved.
4. A copy of the Vendor's current certificate of liability insurance coverage naming the SFA as the certificate holder and/or additional insured; and
5. If a performance bond is applicable to the Contract as originally executed, check here (✓) and provide a copy of the performance bond or performance bond continuation certificate for the period of July 1, 2023 through June 30, 2024 in the amount of 10% of the annual Contract value.

No modifications or changes shall be made to this Contract without full consent of all signatories. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written shall automatically invalidate the Contract.

RFP FSMC SERVICE CONTRACT RENEWAL AGREEMENT
Beaufort County School District
Contract Period: July 1, 2023 through June 30, 2024

ATTEST:

Witness

SCHOOL FOOD AUTHORITY (SFA)

Name of SFA Beaufort County School District
Signature of Authorized Representative
Printed Name of Authorized Representative Dr. Frank Rodriguez
Title Superintendent
Date

ATTEST:

Witness

VENDOR (Vendor)

Name of Vendor Nutrition, Inc. d/b/a The Nutrition Group
Signature of Authorized Representative
Printed Name of Authorized Representative Joseph Geisweidt
Title Vice President School Division
Date 6/06/2023

Attachment R

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -
Lower-Tier Transaction

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nutrition, Inc. d/b/a The Nutrition Group	Beaufort County School District
Organization Name	PR/Award Number or Project Name

Joseph Geisweidt, Vice President
Name(s) and Titles of Authorized Representative(s)

[signature]	6/6/2023
Signatures	Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, w*ithout modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.