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:

Renewal of RFP 22-017 (Year 5) with an increase in the meal rate of 3% which is below the maximum percentage increase allowed by the state.

Purpose/Outcome:

Provide meals for the child nutrition program for the period of July 1, 2026 through June 30, 2027.

Term: 1 year

Funding Source: 60025601-539300

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

Costs: TBD Procurement Method: RFP # 22-017

**Over $628,256.030 Board Approval required_____

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

Requested by:

_____ Date: 6.15.26

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 See Signature Page Date: _____

Superintendent Approval _____ Date: 6/16/26

Updated 08/29/2023 KMY

RFP FSMC SERVICE CONTRACT RENEWAL AGREEMENT
BEAUFORT COUNTY SCHOOL DISTRICT
Contract Period: July 1, 2026 through June 30, 2027

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, 2026 through June 30, 2027.

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 2026 - 2027 school year will be:

Breakfast	$ 2.779
Lunch	$ 4.211
Afterschool Snack	$ 1.389

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 2025 to March 2026 is **3.8%**. 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 (_X_) and provide a copy of the performance bond or performance bond continuation certificate for the period of July 1, 2026 through June 30, 2027 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, 2026 through June 30, 2027

ATTEST:

Witness

SCHOOL FOOD AUTHORITY
(SFA)

Name of SFA
Signature of Authorized Representative
Printed Name of Authorized Representative Dr. Frank Rodriguez
Title Superintendent
Date 6/17/26

ATTEST:

Witness

VENDOR
(Vendor)

Name of Vendor The Nutrition Group
Signature of Authorized Representative
Printed Name of Authorized Representative Walter Mooney
Title GM
Date 6-15-2026

Annual Food Service Management Company (FSMC) Performance Evaluation

Purpose
This form is designed to document the School Food Authority's (SFA/LEA) **annual evaluation of the overall performance** of the Food Service Management Company (FSMC). The evaluation supports contract renewal decisions, contract management, and federal and state compliance requirements. It is intended to complement site-level FSMC monitoring forms by providing a districtwide, summary-level assessment.

I. General Information

- **Local Education Agency (LEA):**
- **School District:** ____Beaufort County School District_____
- **FSMC Name:** ___The Nutrition Group_____
- **Contract Term Evaluated:** ___7/1/2025 to 6/30/2026_____
- **Contract Year:** ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
- **Date of Evaluation:** ___5/20/2026_____
- **Evaluator Name and Title:** __Tonya Crosby, Chief Financial Officer_____

II. Scope of Evaluation

Indicate the sources used in completing this evaluation (check all that apply):

- ☐ On-site FSMC monitoring forms (school-level)
- ☐ Administrative Reviews / State Reviews
- ☐ Financial and invoice reviews
- ☐ Menus, production records, and meal pattern documentation
- ☐ Health and sanitation inspections
- ☐ Customer satisfaction feedback (students, staff, families)
- ☐ Contract compliance reviews
- ☐ Other: _____

III. Performance Rating Scale

Use the following scale to rate the FSMC's overall performance in each category:

- **4 – Exceeds Expectations**
- **3 – Meets Expectations**
- **2 – Needs Improvement**
- **1 – Unsatisfactory**

IV. Performance Evaluation Categories

A. Contract Compliance and Regulatory Requirements

Criteria	Rating	Comments
Compliance with contract terms and pricing	☐1 ☐2 ☐3 ☒4	
Adherence to USDA and state regulations	☐1 ☐2 ☒3 ☐4	
Timely submission of required reports and documents	☐1 ☒2 ☐3 ☐4	Improvement is needed to ensure consistent adherence to deadlines for submitting required reports and documentation. Strengthening timeliness will support overall program efficiency and compliance.
Responsiveness to corrective action requirements	☐1 ☐2 ☒3 ☐4	Ensure consistent follow-up with DFNs when requiring corrective action.

B. Financial Management and Accountability

Criteria	Rating	Comments
Accuracy and transparency of invoices	☐1 ☐2 ☐3 ☒4	
Proper crediting and utilization of USDA Foods	☐1 ☐2 ☒3 ☐4	
Compliance with fee adjustment provisions	☐1 ☐2 ☒3 ☐4	
Cost controls and fiscal stewardship	☐1 ☐2 ☒3 ☐4	

C. Food Quality, Menus, and Meal Service

Criteria	Rating	Comments
Compliance with meal pattern requirements	☐1 ☐2 ☒3 ☐4	
Menu quality, variety, and appeal	☐1 ☐2 ☒3 ☐4	Improve CACFP menus to avoid redundancy
Consistency of food quality across sites	☐1 ☐2 ☒3 ☐4	CACFP
Portion sizes and meal presentation	☐1 ☐2 ☒3 ☐4	

D. Operations, Staffing, and Training

Criteria	Rating	Comments
Adequate staffing levels	☐1 ☐2 ☒3 ☐4	
Staff training and professionalism	☐1 ☐2 ☒3 ☐4	
Compliance with food safety standards	☐1 ☐2 ☒3 ☐4	
Equipment use and inventory controls	☐1 ☒2 ☐3 ☐4	Ensure pizza ovens are utilized. Consider using trays and dishwashers to reduce supply costs

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E. Sanitation, Safety, and Facilities

Criteria	Rating	Comments
Cleanliness of facilities and equipment	☐1 ☐2 ☒3 ☐4	
Health inspection results	☐1 ☐2 ☒3 ☐4	
Temperature logs and food safety documentation	☐1 ☐2 ☒3 ☐4	

F. Customer Service and Communication

Criteria	Rating	Comments
Responsiveness to district administration	☐1 ☐2 ☐3 ☒4	
Responsiveness to school administrators	☐1 ☐2 ☒3 ☐4	
Communication and issue resolution	☐1 ☒2 ☐3 ☐4	Improvement is needed to ensure DFNs respond to issues and concerns timely and consistently, supporting schools effectively
Collaboration with the LEA	☐1 ☐2 ☐3 ☒4	

V. Summary of Strengths

Describe key strengths observed during the evaluation year:

- The Nutrition Group consistently introduces innovative ideas and engaging programs which help enhance student participation in program appeal.
- Walter demonstrates strong knowledge of K12 environment brings valuable experience to the program and is extremely responsive to district needs.
- He and his team demonstrate a willingness to explore new ideas and strategies to increase student participation is a significant asset to the nutrition group
- The presentation of food is outstanding.

VI. Areas for Improvement

Identify areas needing improvement or corrective action:

1. Strengthen communication with school staff and café managers to promote clarity and ensure consistency across the program.
2. Improve consistency in addressing employee issues and concerns to maintain fairness and accountability.
3. Enhance attention to detail regarding deadlines and require paperwork, including timely submission.
4. Review menus thoroughly prior to posting ensuring accuracy with all menu changes and updates.
5. Ensure consistent use of kitchen equipment across all schools (pizza ovens).

VII. Corrective Actions and Improvement Plan (if applicable)

Area of Concern	Required Action	Responsible Party	Target Completion Date

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VIII. Overall Performance Assessment

- **Overall Rating:** ☐ Exceeds Expectations ☒ Meets Expectations ☐ Needs Improvement ☐ Unsatisfactory

Evaluation Summary:
Overall, I recognize and appreciate the continued dedication and effort being put into improving the account each year. Addressing the noted concerns will further enhance operations and help create a positive and consistent experience for everyone involved.

IX. Contract Renewal Recommendation

Based on this annual evaluation:

- ☑ Recommend contract renewal without conditions
- ☐ Recommend contract renewal with conditions
- ☐ Do not recommend contract renewal

Explanation: 3% increase

X. Signatures

LEA Evaluating Official
Name: Tonya Crosby
Title: CFO
Signature: Tonya V Crosby
Date: 6-11-26

FSMC Acknowledgement (Signature confirms receipt, not necessarily agreement)
Name: Walter Mooney
Title: GM
Signature: Walter Mooney
Date: 6-15-26

Record Retention: Retain this completed evaluation with FSMC contract files and annual renewal documentation in accordance with federal, state, and LEA record retention requirements.

Bond No. 0832875

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that We, Nutrition, Inc., 580 Wendel Road, Suite 100, Irwin, PA 15642, as Principal, and Harco National Insurance Company, P.O. Box 10800, Raleigh, NC 27605, as Surety, are held and firmly bound unto the Beaufort County School District, 2900 Mink Point Boulevard, Beaufort, SC 29902, as Obligee, hereinafter called the Obligee, in the penal sum of One Million Two Hundred Sixty Eight Thousand Twenty Dollars & 80/100 ($1,268,020.80) for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents,

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal entered into a certain contract more fully described as School Food Service, RFP Reference Number: RFP 22-017 (Year 5) with the Obligee, dated July 1, 2022 for which Agreement therefore shall be deemed a part hereof as fully as if set out herein, and is hereafter referred to as the "Contract".

NOW THEREFORE, if the principal shall comply with the terms, conditions and requirements expressed in the Contract provided, then this obligation to be void, otherwise to remain in full force and effect, subject however to the following limitations:

1. That this bond will cover an annual period beginning on July 1, 2026 and ending on June 30, 2027, at which time this bond will expire irrespective of the term of the Contract. Expiration of the bond does not constitute default. The Surety can, at its discretion, offer a renewal by continuation certificate for additional annual period(s). The Surety, however, will remain liable for any defaults occurring during the period up to the expiration of the bond;

2. That if the Surety shall so elect, this bond may be cancelled by giving 60 days written notice to the Obligee. Said notice shall contain full name, city, and state where the Principal is located. The Surety, however, will remain liable for any defaults occurring during the period up to the expiration of said 60 days' notice and such 60-day period shall begin only upon receipt of said notice by the Obligee;

3. That the Obligee shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default and in any event not more than 90 days after such discovery by the Obligee;

4. That in no event shall the Surety be liable for a greater amount than that shown above;

5. That the Surety shall not be subject to any suit, action or proceeding hereunder instituted later than 6 months following the expiration or termination hereof unless, prior to or within such 6 month period, the Obligee has notified the Surety of a default of the Principal hereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 5th day of June, 2026, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST: _____

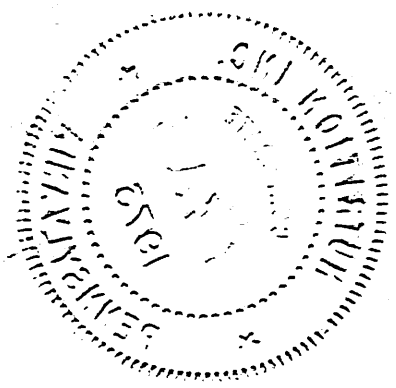
Principal: Nutrition, Inc.

BY: _____ (seal)
Name: STEVE WOODS
Title: ASSISTANT SECRETARY

ATTEST: _____
Melissa Mattox, Witness

Surety: Harco National Insurance Company

BY: _____ (seal)
Name: Vincent Giorgio
Title: Attorney-In-Fact





STATE OF SOUTH CAROLINA

DEPARTMENT OF INSURANCE

1612 MARION STREET
COLUMBIA, SC 29202-3105

*** CERTIFICATE OF AUTHORITY ***

CO CODE: 14950103-IL
TYPE CO: STOCK

AMENDED LICENSE
DATE: 01/30/1995

HARCO NATIONAL INSURANCE COMPANY
ROLLING MEADOWS IL

THE CHIEF INSURANCE COMMISSIONER OF THIS STATE DOES HEREBY CERTIFY THAT THE ABOVE NAMED INSURANCE COMPANY HAS COMPLIED WITH THE REQUIREMENTS OF THE INSURANCE LAWS OF THIS STATE, AND IS HEREBY AUTHORIZED, SUBJECT TO THE PROVISIONS THEREOF AND OF THE CHARTER POWERS OF SAID COMPANY, TO DO BUSINESS OF THE KINDS OF INSURANCE LISTED BELOW WHICH ARE SPECIFICALLY DESIGNATED:

22-PROPERTY
23-CASUALTY
24-SURETY
25-MARINE

THIS CERTIFICATE SHALL REMAIN IN EFFECT FOR AN INDEFINITE TERM UNLESS SAID AUTHORITY IS AMENDED OR REVOKED IN ACCORDANCE WITH LAW OR SURRENDERED UPON VOLUNTARY WITHDRAWAL FROM THIS STATE.

IN TESTIMONY WHEREOF, I HERETO SUBSCRIBE MY NAME AND AFFIX THE SEAL OF MY OFFICE AT COLUMBIA, SOUTH CAROLINA THIS 14TH DAY OF FEBRUARY, 1995

John G. Richards

CHIEF INSURANCE COMMISSIONER

POWER OF ATTORNEY

Bond # 0832875

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VINCENT GIORGIO, WILLIAM L. RUSHTON, JOHN R. WAITE JR., KIMBERLY BURTON, CHARLES MCCABE

Lansdale, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

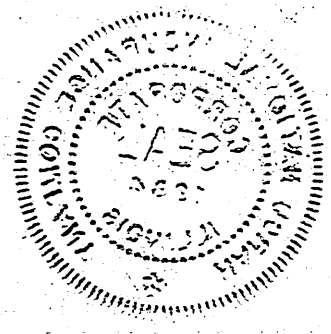
CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 5, 2026

A00560 The Liberty Company Insurance

Irene Martins, Assistant Secretary



HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2025

ASSETS

Bonds (Amortized Value)	$190,463,802
Stocks (Preferred Stocks)	12,219,973
Stocks (Common Stocks)	1,314,699,186
Cash, Bank Deposits & Short-Term Investments	117,085,365
Other Invested Assets	3,714,000
Unpaid Premiums & Assumed Balances	93,405,783
Deferred Premiums, Agents Balances & Installments booked	8,386,436
Reinsurance Recoverable from Reinsurers	47,226,955
Reinsurance - Funds Held by or deposited with reinsured companies	22,464,076
Current Federal & Foreign Income Tax Recoverable & Interest	8,095,166
Investment Income Due and Accrued	2,727,906
Receivables from Parent Subsidiaries & Affiliates	7,310,994
Other Assets	1,001,937
TOTAL ASSETS	**$1,828,801,579**

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$220,481,991
Reinsurance payable on paid losses & loss adjustment expense	6,897,981
Loss Adjustment Expenses	53,102,653
Commissions Payable, Contingent Commissions & Other Similar Charges	3,810,343
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	984,220
Current federal and foreign income taxes	0
Net Deferred Tax Liability	12,146,138
Unearned Premiums	161,650,739
Advance Premium	736,060
Ceded Reinsurance Premiums Payable	65,309,444
Funds held by Company under reinsurance treaties	30,977,229
Amounts Withheld by Company for Account of Others	46,204,657
Payable to Parent Subsidiaries & Affiliates	8,429,898
Other Liabilities	3,672,564
TOTAL LIABILITIES	**$614,403,917**
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	540,115,824
Surplus as Regards Policyholders	$1,214,397,662
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	**$1,828,801,579**

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 9th day of March, 2026.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 10th day of March, 2026

NOTARY PUBLIC, STATE OF NC

RYAN C SMITH
NOTARY PUBLIC
FRANKLIN COUNTY, NC
Commission Expires
12-28-28

