



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Eric G. Mackey, Ed.D.
State Superintendent of Education

Alabama
State Board
of Education

Governor Kay Ivey
President

Jackie Zeigler
District I
President Pro Tem

Tracie West
District II

Stephanie Bell
District III

Yvette M. Richardson, Ed.D.
District IV

Tommie T. Stewart, Ph.D.
District V

Cynthia McCarty, Ph.D.
District VI

Jeff Newman
District VII
Vice President

Wayne Reynolds, Ed.D.
District VIII

Eric G. Mackey, Ed.D.
Secretary and
Executive Officer

March 16, 2020

Mr. Andy Mercier, President
The Merchants Company
Post Office Box 1351
Hattiesburg, MS 39403-1351

Dear Mr. Mercier,

The Merchants Company was awarded the distributor contract for the Alabama Statewide Procurement Program and the USDA Foods on RFP# ALSDE 2016-02. The contract was for the period June 1, 2019, through May 31, 2020.

In accordance with Section 2.2 this contract may be extended for one (1) additional twelve (12) month period. We propose to extend the contract for an additional twelve (12) months beginning June 1, 2020 and ending May 31, 2021, at the existing terms and conditions as set forth in the Invitation to Bid Document and Memorandum of Agreement entered into on June 1, 2019 between the Alabama State Department of Education and The Merchants Company. This extension is subject to the approval of the Alabama Department of Education and your company.

If you are in agreement with the extension please indicate your intent in the space provided, sign, and return to me along with a current copy of your **certificate of insurance and performance bond** in the amount of \$60,000 for each region awarded.

You were awarded Regions 1, 5, and 6.

Should you not wish to extend this contract please indicate your desire in the space provided, sign, and return.

Contract Renewal June 1, 2020 through May 31, 2021

I am in agreement with the extension of RFP# ALSDE 2016-02 as shown above.
 I do not wish to extend RFP# ALSDE 2016-02.

<p><i>Andy Mercier</i> _____ Signature</p> <p><i>The Merchants Company</i> _____ Company Name</p>	<p><i>President/CEO</i> _____ Title</p> <p><i>5/16/20</i> _____ Date</p>
---	--

Please return this form to me at 5301 Gordon Persons Building, P. O. Box 302101, Montgomery AL 36130-2010 by May 21, 2020. If you have any question contact Angelice Lowe at (334) 694-4659.

Sincerely,

June Barrett Owen

June Barrett Owen, Coordinator
Child Nutrition Programs

JBO:BT



MERCFOO365

EASMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Helen Breazeale PHONE (A/C, No, Ext): (601) 583-5332 FAX (A/C, No): (601) 208-3057 E-MAIL ADDRESS: HBreazeale@fbbins.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED The Merchants Company dba Merchants Foodservice P. O. Box 1351 Hattiesburg, MS 39403	INSURER A: Travelers Property Casualty Company of America 25674	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TC2JGLSA9D89892819	12/8/2019	12/8/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP9D89891619	12/8/2019	12/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder included as Additional Insured under General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER State of Alabama, State Dept. of Education, Dept. of Finance P.O. Box 302620 100 N. Union Street, Ste 192 Montgomery, AL 36130-2620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PERFORMANCE BOND
Annual – Cancelable Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 107259467

KNOW ALL BY THESE PRESENTS, That we The Merchants Company, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of CT, as Surety, are held and firmly bound unto State of Alabama, Dept of Education, as Oblige, in the maximum penal sum of One Hundred Eighty Thousand Dollars and 00/100 Dollars (\$180,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of June 1, 2020 to May 31, 2021. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Oblige.
3. The above referenced Contract has a term ending May 31, 2021. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of May 31, 2021, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Janice Hawkins

7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of June, 2020.

The Merchants Company

By: [Signature] - CFO
Principal

Travelers Casualty and Surety Company of America

By: [Signature]
Amanda Jean Charfauros, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amanda Jean Charfauros Of **Jackson, MS**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107259467

OR

Principal: The Merchants Company

Obligee: State of Alabama, Dept of Education

Project Description: Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May, 2019.**



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of June, 2020.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

PERFORMANCE BOND
Annual – Cancelable Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 107259467

KNOW ALL BY THESE PRESENTS, That we The Merchants Company, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of CT, as Surety, are held and firmly bound unto State of Alabama, Dept of Education, as Obligee, in the maximum penal sum of One Hundred Eighty Thousand Dollars and 00/100 Dollars (\$180,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of June 1, 2020 to May 31, 2021. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
3. The above referenced Contract has a term ending May 31, 2021. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of May 31, 2021, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Janice Hawkins

7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of June, 2020.

The Merchants Company

By: [Signature] CFO
Principal

Travelers Casualty and Surety Company of America

By: [Signature]
Amanda Jean Charfauros, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 Farmington Casualty Company**

POWER OF ATTORNEY

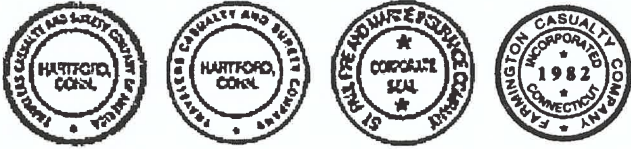
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amanda Jean Charfauros** of **Jackson, MS**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107259467
 OR

Principal: The Merchants Company
Obligee: State of Alabama, Dept of Education

Project Description: Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May, 2019.**



State of Connecticut

By:
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of June, 2020.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PERFORMANCE BOND
Annual – Cancelable Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 107259467

KNOW ALL BY THESE PRESENTS, That we The Merchants Company, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of CT, as Surety, are held and firmly bound unto State of Alabama, Dept of Education, as Oblige, in the maximum penal sum of One Hundred Eighty Thousand Dollars and 00/100 Dollars (\$180,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of June 1, 2020 to May 31, 2021. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Oblige.
3. The above referenced Contract has a term ending May 31, 2021. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of May 31, 2021, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Janice Hawkins

7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

PERFORMANCE BOND
Annual – Cancelable Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 107259467

KNOW ALL BY THESE PRESENTS, That we The Merchants Company, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of CT, as Surety, are held and firmly bound unto State of Alabama, Dept of Education, as Obligee, in the maximum penal sum of One Hundred Eighty Thousand Dollars and 00/100 Dollars (\$180,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of June 1, 2020 to May 31, 2021. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
3. The above referenced Contract has a term ending May 31, 2021. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of May 31, 2021, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Janice Hawkins

7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of June, 2020.

The Merchants Company

By: Jason G. - CFO, Principal

Travelers Casualty and Surety Company of America

By: Amanda Jean Charfauros, Attorney-in-Fact
Amanda Jean Charfauros





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amanda Jean Charfauros of Jackson, MS**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107259467
OR

Principal: The Merchants Company
Obligee: State of Alabama, Dept of Education

Project Description: Storage & Distribution of USDA Donated Commodities, Regions 1,5 and 6 of the State of Alabama, Dept. of Education

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May, 2019.**



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of June, 2020.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Eric G. Mackey, Ed.D.
State Superintendent of Education

March 16, 2020

Alabama
State Board
of Education

Governor Kay Ivey
President

Jackie Zeigler
District I
President Pro Tem

Tracie West
District II

Stephanie Bell
District III

Yvette M. Richardson, Ed.D.
District IV

Tommie T. Stewart, Ph.D.
District V

Cynthia McCarty, Ph.D.
District VI

Jeff Newman
District VII
Vice President

Wayne Reynolds, Ed.D.
District VIII

Eric G. Mackey, Ed.D.
Secretary and
Executive Officer

Mr. Johnny King
Director of Contracts
The Merchants Company
P.O. Box 1351
Hattiesburg, MS 39403-1351

Re: USDA Foods Delivery Charge Price Increase

Mr. King:

As allowed under Section 3.26 of RFP ALSDE 2016-02 and as requested in your letter dated February 3, 2020, we have granted your request for a price increase to receive, store, and deliver United States Department of Agriculture Donated Foods in the State of Alabama for the 2020-2021 school year. The percentage increase allowed is based on the United States Department of Labor, Bureau of Labor Statistics Annual Average of the U.S. All Items Category of the All Urban Consumers (CPI-U) Index. The annual 12 month percentage change for calendar year 2019 is 1.8% as shown on the attached chart.

This 1.8% increase is applied to your new weekly delivery price for 2020-2021. The new pick-up price is determined by multiplying the new weekly delivery charge by 50% and 25% of the new weekly delivery charge is the new amount of the extra storage charge. All amounts are rounded to the nearest whole cent using standard rounding procedures.


Listed below are the school year 2020-2021 prices you should charge for your cost options by region:

	<u>Weekly</u>	<u>Pick-Up</u>	<u>Extra Storage</u>
Region 1	\$2.27	\$1.14	\$0.57
Region 5	\$2.27	\$1.14	\$0.57
Region 6	\$2.27	\$1.14	\$0.57

These new prices are effective June 1, 2020.

Should you need additional information please call me at (334) 694-4659 or email me at alowe@alsde.edu.

Sincerely,


Angelice Lowe, Administrator
Food Distribution Program

AL/BT

Attachment

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: To:

include graphs include annual averages

[More Formatting Options](#) ➔

Data extracted on: March 16, 2020 (12:17:33 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR000SA0
 Not Seasonally Adjusted
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657	254.412	256.903

12-Month Percent Change

Series Id: CUUR000SA0
 Not Seasonally Adjusted
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9

- [Home](#)
- [Subjects](#)
- [Data Tools](#)
- [Publications](#)
- [Economic Releases](#)
- [Students](#)
- [Beta](#)



U.S. BUREAU OF LABOR STATISTICS

Postal Square Building
 2 Massachusetts Avenue NE
 Washington, DC 20212-0001
 Telephone: 1-202-691-5200
 Federal Relay Service: 1-800-877-8339
www.bls.gov

[Contact Us](#)

INFO

- [What's New](#)
- [FAQs](#)
- [A-Z](#)
- [Glossary](#)
- [About BLS](#)
- [Careers @ BLS](#)
- [Find It! DOL](#)
- [Join our Mailing Lists](#)

RESOURCES

- [Inspector General \(OIG\)](#)
- [Budget and Performance](#)
- [No Fear Act](#)
- [USA.gov](#)

ABOUT THIS SITE

- [Sitemap](#)
- [Freedom of Information Act](#)
- [Privacy & Security Statement](#)
- [Disclaimers](#)
- [Linking & Copyright Info](#)
- [Important Website Notices](#)
- [Help & Tutorials](#)

Connect With BLS





MERCHANTS FOODSERVICE

February 3, 2020

Ms. June B. Barrett, Coordinator
Child Nutrition Programs
Alabama Department of Education
P.O. Box 302101
Montgomery, AL 36130-2101

Dear Ms. Barrett:

I am writing to respectfully request an increase of 1.8% in the fee schedule for commodity distribution for the 2020/2021 school year as outlined in Section 3.26 on RFP ALSDE 2016-02.

This increase is based on the attached United States Department of Labor, Bureau of Labor Statistics Annual Average of the U.S. All Items Category of the All Urban Consumers Index (CPI-U).

Outlined below are the changes by region, effective June 1, 2020:

Region 1 increase from \$2.23 per case to \$2.27

Region 5 increase from \$2.23 per case to \$2.27

Region 6 increase from \$2.23 per case to \$2.27

\$1.14

\$.57



Thank you in advance for your prompt attention and consideration regarding this request.

Sincerely,

Johnny King
Director of Contracts

Cc: Tim Hanberry, Ricky Reed, Andy Mercier

Databases, Tables & Calculators by Subject

Change Output Options: From: 2018 To: 2019 GO

include graphs include annual averages

Data extracted on: February 3, 2020 (8:11:16 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURE0005A0
 Not Seasonally Adjusted
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982=84=100

Download: [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657	254.412	256.903

12-Month Percent Change

Series Id: CUURE0005A0
 Not Seasonally Adjusted
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982=84=100

Download: [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9