



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



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

March 16, 2020

Alabama
State Board
of Education

Mr. Ford Hamilton
Wood-Fruitticher Grocery Company, Inc.
2900 Alton Road
Post Office Box 610130
Birmingham, AL 35261-0130

Governor Kay Ivey
President

Dear Mr. Hamilton,

Jackie Zelgler
District I
President Pro Tem

Wood-Fruitticher Grocery Company, Inc. 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.

Tracie West
District II

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 Wood Fruitticher Grocery Company. This extension is subject to the approval of the Alabama Department of Education and your company.

Stephanie Bell
District III

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.

Yvette M. Richardson, Ed.D.
District IV

You were awarded Regions 2, 3, and 4.

Tommie T. Stewart, Ph.D.
District V

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

Cynthia McCarty, Ph.D.
District VI

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.

Jeff Newman
District VII
Vice President

Ford Hamilton
Signature
Wood Fruitticher
Company Name

President
Title
5/14/20
Date

Wayne Reynolds, Ed.D.
District VIII

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.

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

Sincerely,

Jane Barrett Owen
Jane Barrett Owen, Coordinator
Child Nutrition Programs

JBO:BT

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

PERFORMANCE BOND

Bond No. SB 0362932

KNOW ALL MEN BY THESE PRESENTS: That Wood Fruitticher Grocery, Inc.
2900 Alton Road
Irondale, AL 35120, as Principal
and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and firmly bound unto
Alabama State Department of Education, 5306 Gordon Persons Building
50 North Ripley Street, Montgomery, AL 36104, as Obligee, hereinafter called Owner,
in the sum of Forty Thousand & 00/100 Dollars (\$60,000.00) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 1, 2020

Entered into a contract with Owner for : To provide groceries/ food to schools in Region 2 for the Alabama State of Department of
Education, Contract #ALSDE 2016-02

in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void and the Contractor and Surety shall have no obligation under this bond; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, Owner having performed Owner's obligations thereunder and formally terminated the Contractor's right to complete the Contract, Surety solely at the Surety's option may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or
2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

3) Tender Payment to the Obligee in full settlement of all obligations under the bond.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Contractor ceased working on the Contract. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, successors of Owner. No right of action shall accrue on this

Bond for any consequential or indirect loss of any kind, including but not limited to extra-contractual damages, attorney fees, interest, and delay damages.

When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.

GREEN/SUSTAINABLE PROJECT NOTICE: To be of any force and effect or to bind the Surety in any manner and to any extent on any Bid Bond, Performance Bond or Labor and Material Payment Bond (hereinafter collectively referred to herein in the plural as "Bonds" and in the singular as "Bond") issued by the Surety where the Contract, any drawings or specifications, shop drawings, submittals, responses to requests for information, change orders, construction change directives, or statutory, agency, governmental or other legal requirements set forth, indicate or specify that performance or completion of any project on which any such Bonds are issued is to be in compliance with green building, green certification, green rating, sustainability, energy-efficiency or other energy usage-based, water-usage based, or environmental impact-based performance requirements or criteria (said performance requirements or criteria are referred to herein in the plural as "Green Performance Requirements" and in the singular as "Green Performance Requirement"), the due execution and acknowledgment of separate signatures and due affixing of seals to the GREEN/SUSTAINABLE SURETY BOND RIDER are required. Without the aforesaid due compliance, in no event shall the Surety, its heirs, executors, administrators, successors and assigns, whether individually, jointly or severally, be bound to any obligation to perform or achieve any level of Green Performance Requirements or be bound to pay any expenses, costs, credits, penalties or damages arising, relating to or associated therewith

Signed, Sealed, and Dated on May 15, 2010

Wood Fruitticher Grocery, Inc.

By:


Dave Wood, Principal

(Seal)

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By:


Linda Darlene Tilley, Attorney-In-Fact

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

7601

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JOHN R. PREWITT III, ANDREW Q. PREWITT, AND LINDA DARLENE TILLEY, ALL OF BIRMINGHAM, ALABAMA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWO MILLION DOLLARS ----- (\$2,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JANUARY 31, 2030, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have 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 Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company 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 Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company 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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on January 22, 2020.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On January 22, 2020, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2020
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 05/15/2020.

Mark Fitzgerald
Vice President - Surety



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

PERFORMANCE BOND

Bond No. SB 0355185

KNOW ALL MEN BY THESE PRESENTS: That Wood Fruitticher Grocery, Inc.
P.O Box 610310
Birmingham, AL 35261, as Principal
and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and firmly bound unto
Alabama State Department of Education, 5306 Gordon Persons Building
50 North Ripley Street, Montgomery, AL 36104, as Obligee, hereinafter called Owner,
in the sum of Forty Thousand & 00/100 Dollars (\$60,000.00) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 1, 2020
Entered into a contract with Owner for : To provide groceries/ food to schools in Region 3 for the Alabama State of Department of
Education, Contract #ALSDE2016-02
in accordance with drawings and specifications prepared by
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if Contractor shall promptly and faithfully perform said
contract, then this obligation shall be null and void and the Contractor and
Surety shall have no obligation under this bond; otherwise it shall remain in full
force and effect.
Surety hereby waives notice of any alteration or extension of time made by
Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the
Contract, Owner having performed Owner's obligations thereunder and
formally terminated the Contractor's right to complete the Contract, Surety
solely at the Surety's option may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Owner for completing the Contract in
accordance with its terms and conditions, and upon determination by Owner
and Surety of the lowest responsible bidder, arrange for a contract between
such bidder and Owner, and make available as work progresses (even though
there should be a default or a succession of defaults under the contract or
contracts of completion arranged under this paragraph) sufficient funds to pay
the cost of completion less the balance of the contract price; but not exceeding,
including other costs and damages for which Surety may be liable hereunder,
the amount set forth in the first paragraph hereof. The term "balance of the
contract price," as used in this paragraph, shall mean the total amount payable
by Owner to Contractor under the Contract and any amendments thereto, less
the amount properly paid by Owner to Contractor.
- 3) Tender Payment to the Obligee in full settlement of all obligations under the
bond.

Any suit under this bond must be instituted before the expiration of one (1) year
from the date on which the Contractor ceased working on the Contract. If the
provisions of this Paragraph are void or prohibited by law, the minimum period
of limitation available to Sureties as a defense in the jurisdiction of the suit
shall be applicable.
No right of action shall accrue on this bond to or for the use of any person or
corporation other than the Owner named herein or the heirs, executors,
administrators, successors of Owner.No right of action shall accrue on this

Bond for any consequential or indirect loss of any kind, including but not
limited to extra-contractual damages, attorney fees, interest, and delay
damages.
When this bond has been furnished to comply with a statutory or other legal
requirement in the location where the construction was to be performed, any
provision in this bond conflicting with said statutory or legal requirement shall
be deemed deleted herefrom and provisions conforming to such statutory or
other legal requirement shall be deemed incorporated herein. The intent is
that this bond shall be construed as a statutory bond and not as a common law
bond.

GREEN/SUSTAINABLE PROJECT NOTICE: To be of any force and effect
or to bind the Surety in any manner and to any extent on any Bid Bond,
Performance Bond or Labor and Material Payment Bond (hereinafter
collectively referred to herein in the plural as "Bonds" and in the singular as
"Bond") issued by the Surety where the Contract, any drawings or
specifications, shop drawings, submittals, responses to requests for
information, change orders, construction change directives, or statutory,
agency, governmental or other legal requirements set forth, indicate or specify
that performance or completion of any project on which any such Bonds are
issued is to be in compliance with green building, green certification, green
rating, sustainability, energy-efficiency or other energy usage-based, water-
usage based, or environmental impact-based performance requirements or
criteria (said performance requirements or criteria are referred to herein in the
plural as "Green Performance Requirements" and in the singular as "Green
Performance Requirement"), the due execution and acknowledgment of
separate signatures and due affixing of seals to the GREEN/SUSTAINABLE
SURETY BOND RIDER are required. Without the aforesaid due compliance,
in no event shall the Surety, its heirs, executors, administrators, successors
and assigns, whether individually, jointly or severally, be bound to any
obligation to perform or achieve any level of Green Performance
Requirements or be bound to pay any expenses, costs, credits, penalties or
damages arising, relating to or associated therewith

Signed, Sealed, and Dated on May 15,2020

Wood Fruitticher Grocery, Inc.
By: *Dave Wood* (Seal)
Dave Wood, Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY
By: *Linda Darlene Tilley*
Linda Darlene Tilley, Attorney-In-Fact

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

7601

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JOHN R. PREWITT III, ANDREW Q. PREWITT, AND LINDA DARLENE TILLEY, ALL OF BIRMINGHAM, ALABAMA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWO MILLION DOLLARS ----- (\$2,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JANUARY 31, 2030, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have 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 Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company 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 Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company 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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on January 22, 2020.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On January 22, 2020, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2020
Member, Pennsylvania Association of Notaries

Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 05/15/2020.

Vice President - Surety



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

PERFORMANCE BOND

Bond No. SB 0355183

KNOW ALL MEN BY THESE PRESENTS: That Wood Fruitticher Grocery, Inc.
P.O Box 610310
Birmingham, AL 35261, as Principal
and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and firmly bound unto
Alabama State Department of Education, 5306 Gordon Persons Building
50 North Ripley Street, Montgomery, AL 36104, as Obligee, hereinafter called Owner,
in the sum of Forty Thousand & 00/100 Dollars (\$60,000.00) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 1, 2020
Entered into a contract with Owner for : To provide groceries/ food to schools in Region 4 for the Alabama State of Department of
Education, Contract #ALSDE2016-02
in accordance with drawings and specifications prepared by
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void and the Contractor and Surety shall have no obligation under this bond; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, Owner having performed Owner's obligations thereunder and formally terminated the Contractor's right to complete the Contract, Surety solely at the Surety's option may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
- 3) Tender Payment to the Obligee in full settlement of all obligations under the bond.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Contractor ceased working on the Contract. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

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Bond for any consequential or indirect loss of any kind, including but not limited to extra-contractual damages, attorney fees, interest, and delay damages.

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Signed, Sealed, and Dated on May 15,2020

Wood Fruitticher Grocery, Inc.

By: Dave Wood (Seal)
Dave Wood, Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By: Linda Darlene Tilley
Linda Darlene Tilley, Attorney-In-Fact

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

7601

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JOHN R. PREWITT III, ANDREW Q. PREWITT, AND LINDA DARLENE TILLEY, ALL OF BIRMINGHAM, ALABAMA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

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In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on January 22, 2020.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY





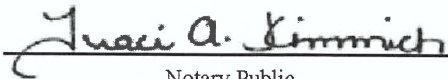
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

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COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2020
Member, Pennsylvania Association of Notaries



Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 05/15/2020



Vice President - Surety





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

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District VIII

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Secretary and
Executive Officer

Mr. Ford Hamilton
Wood-Fruitticher Grocery Company
P.O. Box 610310
Birmingham, AL 35261-0130

Re: USDA Foods Delivery Charge Price Increase

Mr. Hamilton:

As allowed under Section 3.26 of RFP ALSDE 2016-02 and as requested in your letter dated February 14, 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 2	\$2.66	\$1.33	\$0.67
Region 3	\$2.66	\$1.33	\$0.67
Region 4	\$2.66	\$1.33	\$0.67

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:

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

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0
 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

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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: CUUR0000SA0
 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: [XLS](#) [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

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February 14, 2020

June Barrett Owen
Food Distribution and Child Nutrition Programs
Alabama State Department of Education
5303 Gordon Persons Building
50 North Ripley Street
Montgomery, AL 36130-3001

Dear Mrs Owen:

In accordance with the "Annual Price Renegotiation" segment included in the contract awarded Wood Fruitticher Grocery Company, to distribute USDA Commodity goods, we are at this time requesting the maximum allowable price increase congruent to the CPI-U. We do appreciate your assistance in this matter.

If you need any more information please do not hesitate to contact us.

Sincerely,

Ford Hamilton
President, Wood Fruitticher Foodservice

Delivery Fee Worksheet

MERCHANTS SCHOOL YEAR 2020-2021							
Regions	Previous SY Deliver Fee*				New Weekly Delivery Fee	50% Pickup	25% Extra Storage
1	2.23	1.80%	0.04014	2.27014	2.27	1.14	0.57
5	2.23	1.80%	0.04014	2.27014	2.27	1.14	0.57
6	2.23	1.80%	0.04014	2.27014	2.27	1.14	0.57

WOOD FRUITTICHER SCHOOL YEAR 2020-2021							
Regions	Previous SY Deliver Fee*				New Weekly Delivery Fee	50% Pickup	25% Extra Storage
2	2.61	1.80%	0.04698	2.65698	2.66	1.33	0.67
3	2.61	1.80%	0.04698	2.65698	2.66	1.33	0.67
4	2.61	1.80%	0.04698	2.65698	2.66	1.33	0.67

***NOTE: The initial delivery fee can be found in the Food Distribution Program Update**