



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



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

April 26, 2023

Alabama
State Board
of Education

Mr. Andy Mercier, President
Merchants Foodservice
1100 Edwards Street
Hattiesburg, MS 39401

Governor Kay Ivey
President

Dear Mr. Mercier,

Jackie Zeigler
District I

Merchants Foodservice was awarded the distributor contract for the Alabama Statewide Procurement (SWP) Program and the USDA Commodity Program on RFP# ALSDE 2021-03. The contract was for the period June 1, 2021, through May 31, 2022.

Tracie West
District II
President Pro Tem

In accordance with Section 2.2 this contract may be extended for four (4) additional twelve (12) month periods. We propose to extend the contract for an additional twelve (12) months beginning June 1, 2023 and ending May 31, 2024, at the existing terms and conditions as set forth in the Invitation to Bid Document and Memorandum of Agreement entered into on June 1, 2021 between the Alabama State Department of Education and Merchants Foodservice. 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. Should you not wish to extend this contract please indicate your desire in the space provided, sign, and return.

Yvette M. Richardson, Ed.D.
District IV

You were awarded Regions 1, 5, and 6.

Contract Renewal June 1, 2023 through May 31, 2024

Marie Manning
District VI

I am in agreement with the extension of RFP# ALSDE 2021-03 as shown above.
 I do not wish to extend RFP# ALSDE 2021-03.

Belinda McRae
District VII

Andy Mercier
Signature
Merchants Foodservice
Company Name

Regional President
Title
May 19, 2023
Date

Wayne Reynolds, Ed.D.
District VIII
Vice President

Please return this form to me at 5301 Gordon Persons Building, P. O. Box 302101, Montgomery, AL 36130-2101 by May 15, 2023. If you have any questions, contact SWP at (334) 694-4659 or email SWP@ALSDE.EDU.

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

Sincerely,

Angelice S. Lowe
Angelice Lowe, Director
Child Nutrition Programs

AL:RR:GSC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

5/18/2023

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 Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1459927 Performance Food Group, Inc. 12500 West Creek Parkway Richmond, VA 23238															

COVERAGES **CERTIFICATE NUMBER:** 19588245 **REVISION NUMBER:** XXXXXXXX

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 CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Per Proj/Per Loc</u> <input type="checkbox"/> <u>Agg-\$5M s/t Gen Agg</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HD0G72497570	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 19588245 The Merchants Company 1100 Edwards Street Hattiesburg MS 39401	CANCELLATION See Attachment 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
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Schedule of Named Insureds

Afflink, LLC
Afflink Corporation
Afflink Holding Corporation
CME Transco, LLC
Continental Concession Supplies, LLC
Coda Coffee, LLC
Core-Mark Holding Company, LLC
Core-Mark Distributors Inc
Core-Mark International Inc
Core-Mark Midcontinent Inc
Core-Mark Interrelated Companies Inc.
Eby-Brown Company, LLC
Eby-Brown Transportation, LLC
Eby-Brown Florida, LLC
Foodservice Purchasing Group, LLC
Fox River Foods, Inc
FRF Transport, Inc
Institution Food House, Inc.
Kenneth O. Lester Company, Inc
Liberty Distribution Company, LLC
Mississippi Valley Freight Service, LLC
The Merchants Company, LLC
Old Hickory Logistics, LLC
NDA Marketing, Inc.
Performance Food Group, Inc
Performance Manufacturing, LLC
Performance Transportation, LLC
Performance Food Group Company
PFGC, Inc.
PFG PFS, LLC
PFG Specialty, Inc.
PFG Transco, Inc.
PFST Holding Co.
Preferred Snacks, LLC
Reinhart Foodservice, L.L.C.
Reinhart Foodservice Louisiana, L.L.C.
Reinhart Louisiana Holdings, L.L.C.
Reinhart Transportation, LLC
Sources LLC
Sunrise Fresh Produce, LLC
T.F. Kinnealey & Co., Inc.
Tatum Development Corporation
Ohio Pizza Products, LLC
Vend Catering Supply, LLC
Vistar
Vistar Transportation, LLC
Vistar Investments I, LLC
Preferred Popcorn, LLC

Additional Insured-Controlling Interest General Liability and Auto – PFGC, Inc.

**Continuation Certificate
For use with Annual Bond Form**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**


Bond No. -1"07,3"18=1....:13"-----

In consideration of s1.12s.oo dollars renewal premium, the term of Bond No.:1 07=3 18 1"13 -----
in the amount of \$225,000.00 , dated -----M=a'1'---y"12=-:-20=2=1 issued on behalf of M=e rc=h=an=t sF o o d s e r v_i c e
in favor of Alabama State Department of Education in connection with Performance Bond n. 107318113
is hereby extended to May 31, 2024 . This Certificate is subject to the same terms
and conditions as set forth in the aforementioned Bond.

This continuation certificate is executed upon the express condition that the surety's liability under said bond, and any and all continuation certificates, shall not be cumulative and shall in no event exceed the amount of said bond, as herein set forth, regardless of the number of periods the bond is extended. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this _ _ _ day of May --'2 02=3-

Travelers Casualty and Surety Company of America

By:  _____
Jeffrey M. Wilson , Attorney-in-Fact

TRAVELERS*J*

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 **Jeffrey M Wilson** of **BIRMINGHAM**, **Alabama**, their true and lawful Attorney(s)-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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, 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**, **2026**




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 day of




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(s)-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

May 18, 2023

Alabama
State Board
of Education

Governor Kay Ivey
President

Jackie Zeigler
District I

Tracie West
District II
President Pro Tem

Stephanie Bell
District III

Yvette M. Richardson, Ed.D.
District IV

Tonya S. Chestnut, Ed.D.
District V

Marie Manning
District VI

Belinda McRae
District VII

Wayne Reynolds, Ed.D.
District VIII
Vice President

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 2021-03 and as requested in your letter dated February 01, 2023, 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 2023-2024 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 2022 is 8.0% as shown on the attached chart.

This 8.0% increase is applied to your new weekly delivery price for 2023-2024. 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 2023-2024 prices you should charge for your cost options by region:

	<u>Weekly</u>	<u>Pick-Up</u>	<u>Extra Storage</u>
Region 1	\$2.86	\$1.43	\$0.72
Region 5	\$2.86	\$1.43	\$0.72
Region 6	\$2.86	\$1.43	\$0.72

These new prices are effective June I, 2023.

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

Sincerely,

Ruth Roberson, Staff Accountant
Statewide Procurement Programs

RR:GSC

Attachment

**CPI for All Urban Consumers (CPI-U)
12-Month Percent Change**

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2022 to 2022

<u>Year</u>	<u>Annual</u>
2022	8.0



MERCHANTS FOODSERVICE

FEB 07 2023

February 1, 2023

Alabama Department of Education
Child Nutrition Programs
Attention: Angelice Lowe
P.O. Box 302101
Montgomery, AL 36130-2101

Dear Mrs. Lowe:

I am writing to respectfully request fee increases in the amount of 8.00% for distribution of USDA donated foods for the 2023/2024 school year as outlined in Section 3.26 of RFP ALSDE 2021-03.

This request is based on the attached United States Bureau of Labor Statistics Consumer Price Index which shows annual average increase 8.00%.

Outlined below are the requested changes by region, effective June 1, 2023:

Region 1 increase from \$2.66 per case to \$2.87

Region 5 increase from \$2.66 per case to \$2.87

Region 6 increase from \$2.66 per case to \$2.87

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

Director of Contracts

Cc: Tim Hanberry, Ricky Reed, Andy Mercier