



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



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

April 26, 2023

Alabama
State Board
of Education

Mr. Ford Hamilton
Wood Fruitticher Grocery Company, Inc.
2900 Alton Road
Birmingham, AL 35210

Governor Kay Ivey
President

Dear Mr. Hamilton,

Jackie Zeigler
District I

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

Yvette M. Richardson, Ed.D.
District IV

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.

Tonya S. Chestnut, Ed.D.
District V

You were awarded Regions 2, 3 and 4.

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

Ford Hamilton
Signature
Wood Fruitticher
Company Name

President
Title
May 3, 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, 2022. 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)
12/30/2022

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 Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 CN102748502-FSRM-GAW-23-24	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%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Co</td> <td>24147</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</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 : Old Republic Insurance Co	24147	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED Wood Fruitticher Grocery Company, Inc. 2900 Alton Road Birmingham, AL 35210															

COVERAGES **CERTIFICATE NUMBER:** ATL-004263363-43 **REVISION NUMBER:** 1

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY309192-23	01/01/2023	01/01/2024	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC309190-23 DEDUCTIBLE = \$250,000	01/01/2023	01/01/2024	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of Alabama Department of Finance Division of Purchasing P. O. Box 30260 Montgomery, AL 36130-2620	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 <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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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 Seventy Five 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, 2023 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 RFP ALSDE 2021-03 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 2, 2023

Wood Fruitticher Groce1y, Inc.

By: _____ (Seal)
Ford Hamilton , Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By: 
John R. Brewitt, III, 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 AND ANDREW Q. PREWITT, 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 FIVE MILLION DOLLARS ----- •---- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON NOVEMBER 30, 2032, 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, recognizances, 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 November 4, 2022.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin- ss:

On November 4, 2022, 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, 2024

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 5 - 2 - 2023

Mark Fitzgerald

Vice President Surety
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.
2900 Alton Road
Irondale, AL 35210, 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 Seventy Five 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, 2023
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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.
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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.

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Signed, Sealed, and Dated on May 2, 2023

Wood Fruitticher Grocery, Inc.

By: _____ (Seal)

Ford Hamilton, Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By: _____

John R. Prewitt III, 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 AND ANDREW Q. PREWITT, 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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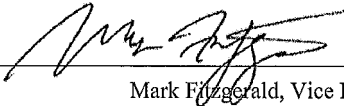
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PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin - ss:

On November 4, 2022, 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, 2024
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 5.2.2023


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.
2900 Alton Road
Irondale, AL 35210, 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 Seventy Five 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, 2023

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 RFP ALSDE 2021-03
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 2, 2023

Wood Fruitticher Grocery, Inc.

By: _____ (Seal)

Ford Hamilton, Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By:  _____

John R. Prewitt III, 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 AND ANDREW Q. PREWITT, 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 FIVE MILLION DOLLARS ----- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON NOVEMBER 30, 2032, 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 Hanisburg, 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 Secretmy, or any Depattment 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, undeItakings, 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 Depattment 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 November 4, 2022.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin - ss:

On November 4, 2022, 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.



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Notarial Seal
Traci A Kimmlich, Notary Public
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Mv Commission Expires Oct 31, 2024
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Traci A. Kimmlich
Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 5 2 2 0 23

Mark Fitzgerald
Vice President - Surety





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. 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 2021-03 and as requested in your letter dated February 15, 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 8.00% as shown on the attached chart.

This 8.00% 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 2	\$5.09	\$2.55	\$1.27
Region 3	\$5.09	\$2.55	\$1.27
Region 4	\$5.09	\$2.55	\$1.27

These new prices are effective June 1, 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

Year	Annual
2022	8.0



February 15, 2023

Mrs. Angelice Lowe
State Department of Education
Child Nutrition Program
Gordon Persons Building
50 North Ripley Street
Montgomery, AL 36130-3001

Dear Ms. Lowe:

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