



STATE OF ALABAMA  
DEPARTMENT OF EDUCATION



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Secretary and  
Executive Officer

April 9, 2024

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

Dear Mr. Hamilton,

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.

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, 2024 and ending May 31, 2025, 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.

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.

You were awarded Regions 2, 3, and 4.

**Contract Renewal June 1, 2024 through May 31, 2025**

☒ 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.

Ford Hamilton  
Signature

President  
Title

Wood Fruitticher  
Company Name

April 16, 2024  
Date

Please return this form to me at 5301 Gordon Persons Building, P. O. Box 302101, Montgomery AL 36130-2101 by May 15, 2024. If you have any questions, contact SWP at (334) 694-4857 or email [SWP@ALSDE.EDU](mailto:SWP@ALSDE.EDU).

Sincerely,



Angelice S. Lowe  
Angelice Lowe, Director  
Child Nutrition Programs

AL:RR:GSC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2023

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).

<b>PRODUCER</b> MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>
CN102748502-FSRM-GAW-24-25	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Old Republic Insurance Co INSURER B : N/A INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Wood Fruitticher Grocery Company, Inc. 2900 Alton Road Birmingham, AL 35210	<b>NAIC #</b> 24147 N/A

## COVERAGES

CERTIFICATE NUMBER:

ATL-004263346-50

REVISION NUMBER: 19

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:		MWZY309192-24	01/01/2024	01/01/2025	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
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB309191-24	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./ Coll Deductible \$ 10,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 <input type="checkbox"/> Y	MWC309190-24 DEDUCTIBLE = \$250,000	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RFP - ALSDE 2016-2

Certificate Holder is included as Additional Insured as respects General Liability, per written contract, subject to policy terms, conditions and exclusions regarding USDA donated food inventory-covered stock.

## CERTIFICATE HOLDER

State of Alabama  
State Dept. of Education  
Gordon Parsons Bldg. Room 5301  
P. O. Box 302101  
Montgomery, AL 36130-2102

## 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

*Marsh USA LLC*

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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, 2024

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 April 16, 2024

Wood Fruitticher Grocery, 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 SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ----- (\$7,500,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON DECEMBER 31, 2033, 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 December 6, 2023.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



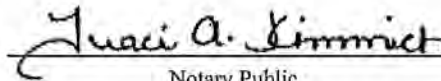
  
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On December 6, 2023, 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.

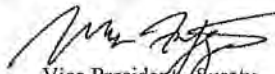


COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci A Kimmich, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Oct 31, 2024  
Member, Pennsylvania Association of Notaries

  
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 04/16/2024.

  
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, 2024

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 April 16, 2024

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 SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ----- (\$7,500,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON DECEMBER 31, 2033, 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 December 6, 2023.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin -- ss:

On December 6, 2023, 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.

04/16/2024

**In Witness Whereof**, I have hereunto set my hand and affixed the corporate seal of said Company on \_\_\_\_\_.

  
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, 2024

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 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 April 16, 2024

Wood Fruitticher Grocery, 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 SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ----- (\$7,500,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON DECEMBER 31, 2033, 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 December 6, 2023.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



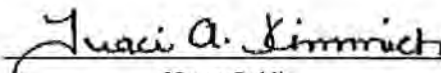
  
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin -- ss:

On December 6, 2023, 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.

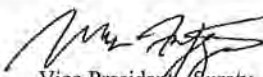


COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci A Kimmich, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Oct 31, 2024  
Member, Pennsylvania Association of Notaries

  
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 04/16/2024.

  
Vice President - Surety







STATE OF ALABAMA  
DEPARTMENT OF EDUCATION



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

May 20, 2024

Alabama  
State Board  
of Education

Governor Kay Ivey  
President

Jackie Zeigler  
District I

Tracie West  
District II  
Vice President

Stephanie Bell  
District III

Yvette M. Richardson, Ed.D.  
District IV

Tonya S. Chestnut, Ed.D.  
District V  
President Pro Tem

Marie Manning  
District VI

Belinda McRae  
District VII

Wayne Reynolds, Ed.D.  
District VIII

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 21, 2024, 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 2024-2025 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 2023 is 4.10% as shown on the attached chart.

This 4.10% increase is applied to your new weekly delivery price for 2024-2025. 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 2024-2025 prices you should charge for your cost options by region:

	<u>Weekly</u>	<u>Pick-Up</u>	<u>Extra Storage</u>
Region 2	\$5.30	\$2.65	\$1.33
Region 3	\$5.30	\$2.65	\$1.33
Region 4	\$5.30	\$2.65	\$1.33

These new prices are effective June 1, 2024.

Should you need additional information please call me at (334) 694-4857 or email me at [swp@alsde.edu](mailto:swp@alsde.edu).

Sincerely,

*Ruth Roberson*

Ruth Roberson, Staff Accountant  
Statewide Procurement  
Child Nutrition Programs

RR:GSC

**Consumer Price Index 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:** 2023 to 2023

Year	Annual
2023	4.1



February 21, 2024

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