

CHOCTAW COUNTY BOARD OF EDUCATION

Child Nutrition Program

107 Tom Orr Avenue, Butler, AL 36904

Phone: (205) 459-3031, ext. 2008

INVITATION TO BID

Bid Number: CNP-27-001-Milk

Release Date: July 7, 2026

Sealed bids for the purchase of Milk Products for the Child Nutrition Program will be received by the Choctaw County Board of Education until **2:00 P.M., Tuesday, July 27, 2026**, at the Central Office, 107 Tom Orr Avenue, Butler, AL 36904. Bids will be opened and read aloud at that time. Late bids will not be accepted.

Contract Period: August 1, 2026, through July 31, 2027, with an option to renew for two (2) additional 12-month periods by mutual written agreement.

The Choctaw County Board of Education reserves the right to reject any or all bids and to waive informalities. For questions concerning this bid, please contact Whitney Frost, Child Nutrition Program Director.

Sincerely,

Jacquelyn James, Superintendent

SECTION I: GENERAL TERMS AND CONDITIONS

A. Bid Submission

Bids must be submitted in a sealed envelope clearly marked “**CNP BID: CNP-27-001-Milk**” along with the opening date and time. Bids must include all required forms, fully executed and notarized where applicable.

B. Taxes

Prices must not include Alabama State Sales Tax or Federal Excise Tax. Exemption certificates will be provided upon request.

C. Method of Award

The Board reserves the right to award this contract in whole or in part to a single vendor or multiple vendors, whichever is deemed in the best interest of the school system. Awards will be made to the lowest responsible and responsive bidder. Factors considered include price, quality, compliance with specifications, and delivery reliability.

D. Contract Cancellation & Default

Either party may cancel this contract for cause with thirty (30) days' written notice. Failure to deliver products matching bid specifications or timelines constitutes a default and may result in contract termination and removal from the vendor bidding list for a minimum of one (1) year.

E. Assignments and Subcontracting

The successful bidder shall not assign, sell, or subcontract its rights or obligations under this agreement without prior written consent from the Board.

F. Public Records

All bid documentation will be placed on public file after the award and made available for examination upon request.

SECTION II: PRICING AND ESCALATION CLAUSE

A. Unit Pricing

Prices must be quoted by the unit specified on the Proposal Form, extended to no more than three (3) decimal places. Bidders must submit only one (1) brand per item. If multiple brands are listed, the highest price will be utilized for tabulation. In case of mathematical errors, the unit price will govern.

B. Milk Price Escalation/De-escalation Clause

Prices shall remain firm for the first thirty (30) days of the contract. Thereafter, prices may adjust monthly based on changes to the Class I Skim Price per hundredweight (cwt) as published in the monthly Dairy Farmers of America (DFA) Southeast Council Report.

- **Rate:** Prices may escalate or de-escalate at a rate of \$0.001 per half-pint for each full \$0.15 change in raw milk per cwt.
- **Notification:** Price adjustments must be submitted to the CNP Director by the 15th of the month preceding the effective date of the change.
- **Documentation:** All price adjustment petitions must include a copy of the current month's DFA report, the baseline contract DFA report, and a detailed calculation spreadsheet. In-house flyers or news announcements are not acceptable. Adjustments are subject to official board approval.

C. Value Passing

Any volume discounts, promotional allowances, or rebates received by the vendor for these products must be passed through to the Choctaw County School System.

SECTION III: OPERATIONAL & DELIVERY SPECIFICATIONS

A. Delivery Sites and Schedule

Deliveries must be made weekly to the following sites between **6:30 A.M. and 1:00 P.M.** No deliveries are permitted during lunch service without prior permission from the Cafeteria Manager.

1. **Choctaw County High School:** 277 Tom Orr Ave, Butler, AL 36904
2. **Choctaw County Elementary School:** 201 Tom Orr Ave, Butler, AL 36904
3. **Southern Choctaw Elementary School:** 10935 AL-17, Gilbertown, AL 36908
4. **Southern Choctaw High School:** 10941 AL-17, Gilbertown, AL 36908

B. Facilities and Logistics

- **Temperature Control:** Delivery temperatures must comply with the Association of Food and Drug Officials (AFDO) code and FDA standards.
- **Sanitation:** Delivery trucks must be clean, sanitary, and free of odors.
- **Packaging:** Half-pint cartons must be leak-proof, sanitary, securely sealed, treated to prevent bacterial contamination, and open cleanly. All cases and items must bear clear commercial labels.

C. Quantities and Stock

Quantities listed are estimates. The vendor must fulfill all requested orders during the contract term with no minimum order requirements. Out-of-stock items must be reported immediately to the CNP Director; backorders are not allowed. Product substitutions are prohibited without prior written consent from the CNP Director.

D. Invoice and Billing

1. **Delivery Tickets:** Two (2) copies of the delivery invoice must be left with the Cafeteria Manager at the time of delivery. These copies cannot be altered.
2. **Adjustments:** Credit or debit memos correcting billing errors must reference the original invoice number and date and be sent directly to the Central Office.
3. **Statements:** Monthly statements must be remitted immediately following the final delivery of each month.
4. **Payment Terms:** Net 30 days from receipt and approval of invoice, up to a maximum of 60 days.

SECTION IV: REGULATORY AND LEGAL COMPLIANCE

A. Statutory Governance

This contract is governed by the laws of the State of Alabama and the United States. Bidders must maintain a valid business license and comply with all federal, state, and local labor, wage, and employment laws.

B. Civil Rights and Equal Employment

Contractors must conform to the Civil Rights Act of 1964, Executive Order 11246 ("Equal Employment Opportunity" as amended), and must not discriminate on the basis of age, race, religion, creed, sex, national origin, or disability.

C. Alabama Immigration Law (HB 56)

Bidders must fully comply with the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Submissions must include a signed, notarized **Affidavit of Immigration Law Compliance** and the company's full **E-Verify Memorandum of Understanding (MOU)**.

D. Buy American Provision

In compliance with 7 CFR 210.21(d), the district strictly enforces the "Buy American" provision. Vendors must supply domestic commodities or products containing over 50% domestically grown agricultural content. Exceptions are strictly limited and must be requested in writing to the CNP Director at least three (3) days before delivery, backed by agricultural market data showing product scarcity or extreme price disparity.

E. Clean Air and Water Compliance

For contracts exceeding \$100,000, the contractor agrees to comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA regulations (40 CFR Part 15).

F. Record Retention & Access

Pursuant to federal regulations, the contractor must retain all financial records, supporting documents, and books relating to this contract for three (3) years after final payment or until any ongoing audits/investigations are formally closed. Full access must be granted to the Board, state, and federal oversight authorities.

G. Gifts and Gratuities

District employees are strictly prohibited from soliciting or receiving any gifts, gratuities, or favors, directly or indirectly, from contractors or prospective bidders.

REQUIRED BID SUBMISSION CHECKLIST

All items listed below must be included in the sealed bid package. Missing items will result in immediate disqualification.

- ☐ Fully Executed and Notarized **Proposal Form & Bidder Agreement**
 - ☐ Signed **USDA Debarment and Suspension Certification** (Form AD-1048)
 - ☐ Notarized **Affidavit of Alabama Immigration Compliance (HB 56)**
 - ☐ Copy of Company **E-Verify Memorandum of Understanding (MOU)**
 - ☐ Copy of Current **Business License**
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PROPOSAL FORM & BIDDER AGREEMENT

TO: Choctaw County Board of Education — Child Nutrition Program

Bid Number: CNP-27-001-Milk

Opening Date: July 27, 2026 @ 2:00 P.M.

The undersigned bidder declares they have carefully examined the invitation to bid, specifications, and contract terms, and fully understands all conditions. The bidder agrees to deliver the specified items at the prices quoted within _____ days from receipt of order.

The bidder further affirms that this bid is made without any prior understanding, agreement, or connection with any firm or corporation submitting a concurrent bid, and is in all respects fair, without collusion, or fraud.

Vendor/Firm Name: _____

Street Address: _____

City, State, Zip: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____ Payment Terms: _____

NOTARY PUBLIC CERTIFICATION

Sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Signature of Notary Public: _____ [Seal]

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: Choctaw County Board of Education

Bid Number: CNP-27-001-Milk

Name(s) and Title(s) of Authorized Representative(s):

Signature(s): _____ Date: _____

(Form AD 10 48)