

CHOCTAW COUNTY BOARD OF EDUCATION

Child Nutrition Program

107 Tom Orr Drive, Butler, Alabama 36904

Phone: (205) 459-3031

INVITATION TO BID

- **Bid Item:** Commercial Bread Products
- **Bid Number:** CNP-27-002-Bread
- **Release Date:** July 7, 2026
- **Bid Submission Deadline:** Tuesday, July 27, 2026, at 2:00 P.M. CST
- **Bid Opening Location:** Choctaw County Board of Education Central Office

Sealed bids will be received by the Choctaw County Board of Education until **2:00 P.M. on Tuesday, July 27, 2026**, for the purchase of Bread Products for the Child Nutrition Program. Bids will be opened and read aloud at that time. Late bids will not be opened or considered.

Contract Period: August 1, 2026, through July 31, 2027. Under Alabama Bid Law, this contract may be renewed annually by mutual written agreement for up to four (4) additional twelve-month periods (total contract life not to exceed 5 years), provided pricing remains firm or matches the approved escalation parameters.

The Choctaw County Board of Education reserves the right to reject any or all bids, to waive informalities in the bidding process, and to award the contract in the best interest of the School System.

For questions concerning this bid document, contact Whitney Frost, Child Nutrition Program Director, at (205) 459-3031.

Sincerely,

Jacquelyn James, Superintendent

SECTION I: INSTRUCTIONS TO BIDDERS

1.1 Submission of Bids

1. Bids must be executed on the forms provided herein. Altered or modified bid forms will be disqualified.
2. All bids must be submitted in a sealed envelope and clearly marked in the lower-left corner: **"CNP BREAD BID #CNP-27-002-Bread, Opening: July 27, 2026, @ 2:00 P.M."** along with the Bidding Company's name.
3. If a bid is sent via an express courier service (e.g., FedEx, UPS), the sealed bid envelope must be enclosed inside the shipping packaging to prevent accidental early opening.
4. Facsimile (FAX) or email submissions are strictly prohibited and will not be evaluated.
5. All bids must be accompanied by an original, ink signature from an authorized corporate officer capable of legally binding the firm.

1.2 Bid Security / Bid Bond

Pursuant to **Alabama Bid Law Section 41-16-50**, each bidder is required to furnish a bid bond, cashier's check, or certified check made payable to the Choctaw County Board of Education in the amount of **5% of the total estimated bid amount, or \$10,000.00, whichever is less**. This security must be included inside the sealed bid envelope at the time of opening. Failure to provide a bid bond will result in immediate rejection of the bid.

1.3 Taxes and Fees

The Choctaw County Board of Education is exempt from federal excise, state sales, and local use taxes. Bid prices must exclude all taxes. Tax exemption certification will be issued upon request. The distributor shall remain liable for any applicable local gross receipt taxes.

SECTION II: GENERAL TERMS AND CONDITIONS

2.1 Method of Award

The contract will be awarded on an **All-or-None Bottom-Line Basis** to the lowest responsible and responsive bidder meeting all technical and general specifications. The Board reserves the right to evaluate and determine vendor responsibility subsequent to the bid opening. Factors including past delivery performance, financial capacity, warehouse infrastructure, accounting accuracy, and compliance history will directly impact the determination of responsibility.

2.2 Clarifications and Addenda

Requests for clarification must be submitted in writing to the Child Nutrition Program Director no later than seven (7) working days prior to the bid opening. If required, a formal written addendum will be issued to all prospective bidders. No addenda will be issued within five (5) days of the bid opening date.

2.3 Pricing and Errors

1. Prices must be quoted as firm unit costs extended out to no more than two (2) decimal places on the final unit cost sheet.
2. In the case of calculation errors on extensions, the **unit price will govern**. The Board reserves the right to correct basic mathematical errors on extensions multiplying unit cost by estimated usage.

2.4 Contract Cancellation and Default

1. **For Cause:** The Board may cancel the contract at any time for failure of the vendor to comply with quality, weight, delivery schedules, or regulatory standards by providing thirty (30) days' written notice.
2. **Liability for Default:** In case of vendor default, the Board reserves the right to purchase bread products on the open market. The defaulting contractor will be held liable for any cost differential between the approved contract price and the open-market acquisition cost.
3. **Debarment:** A vendor whose contract is cancelled for cause may be barred from bidding with the school district for a period of up to two (2) calendar years.

2.5 Assignment

The contractor shall not assign, transfer, sell, or subcontract its rights, duties, or obligations under this agreement, in whole or in part, without the express prior written consent of the Choctaw County Board of Education.

SECTION III: SPECIAL CONDITIONS & OPERATIONAL SPECIFICATIONS

3.1 Product Specifications

All bread products provided must be manufactured in strict compliance with the **United States Department of Agriculture (USDA) Food and Nutrition Service (FNS)** guidelines for school meals:

1. **Grain Requirements:** All bread items must be **Grain-Whole Grain Rich (WGR)** or enriched as indicated on the specific item bid sheet. Over 50% of the grains used must be whole grain, and the remaining grains must be enriched.
2. **Freshness and Quality:** Products must be delivered fresh, never previously frozen, and equal or superior in quality to the retail brand names sold by the distributor.
3. **Preservatives:** Calcium propionate or an approved equivalent must be added within regulatory limits to retard spoilage.
4. **Packaging:** Items must be delivered in standard, sanitary commercial packaging, securely sealed with color-coded twist ties or clips. A master sheet decoding the twist-tie

colors to baking days must be supplied to the CNP Director. Damaged, torn, or crushed packages will be rejected at the point of delivery.

3.2 Logistics and Delivery Schedules

1. **Inside Delivery:** Tailgate delivery is **strictly unacceptable**. Delivery drivers and helpers must transport all products into the designated cafeteria storage areas or bread racks.
2. **Frequency and Hours:** Deliveries must be made weekly to all operational school sites between the hours of **7:00 A.M. and 2:00 P.M.** on days when school is in session. No deliveries will be made during lunch service windows without explicit permission from the Cafeteria Manager.
3. **Adjustments:** Shortages, damages, or quality defects must be noted on the daily delivery invoice at the time of delivery and counter-signed by the driver and the Cafeteria Manager. The distributor must deliver replacement products to correct discrepancies by the next operating day.

3.3 Invoicing, Billing, and Payments

1. **Delivery Documentation:** Two (2) copies of a detailed, computerized daily delivery invoice must accompany each delivery. Hand-written alterations to the invoice after delivery are invalid. Invoices must contain:
 - o Date of Delivery
 - o Unique Invoice Number & Purchase Order Number
 - o Exact Item Description, Quantity, and Unit Price
 - o Extended Totals & Grand Total
 - o Signature of Authorized School Cafeteria Representative
2. **Monthly Statements:** The distributor must send a consolidated monthly statement to the Child Nutrition Program Bookkeeper. The vendor must provide a local or toll-free telephone number for dedicated customer service and accounts reconciliation.
3. **Payment Terms:** Properly verified invoices will be paid on or before the 20th of the month following the month of delivery.

SECTION IV: STATE AND FEDERAL REGULATORY COMPLIANCE

4.1 Buy American Provision

In accordance with **7 CFR Section 210.21(d)**, the contractor must conform strictly to the USDA "Buy American" provision. The district participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and is required to use nonprofit food service funds to purchase domestic commodities or products.

- A "domestic commodity or product" is defined as an agricultural commodity produced in the U.S. or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. (over 51% domestic content by weight).
- Limited exceptions must be requested in writing at least three (3) business days prior to delivery and require explicit authorization from the CNP Director based on dynamic market scarcity or extreme cost disparities.

4.2 Record Retention and Access

Pursuant to **2 CFR Section 200.334**, the contractor agrees to retain all books, transactional records, financial documents, and digital accounts related to this contract for a minimum of **three (3) years** after final payment is made. If an audit, litigation, or negotiation is initiated before the expiration of the 3-year period, records must be retained until all matters are fully resolved. Full access must be granted to the Board, the Alabama State Department of Education (ALSDE), the USDA, and the Comptroller General of the United States.

4.3 Civil Rights and Non-Discrimination

The contractor must comply with the Civil Rights Act of 1964, Title IX, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all federal regulations implementing the USDA Non-Discrimination Statement. The vendor shall not discriminate against any employee or applicant for employment due to race, color, national origin, sex, age, disability, or reprisal for prior civil rights activity.

4.4 Environmental and Clean Air/Water Compliance

For all contracts exceeding \$150,000.00, the contractor must comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Violations must be reported directly to the USDA and the Regional Office of the Environmental Protection Agency (EPA).

4.5 Ethics and Gift Policies

In accordance with the **Alabama Ethics Law**, the solicitation, offering, or acceptance of gifts, gratuities, entertainment, or rebates from contractors to public school board employees is strictly prohibited. Violations will result in immediate termination of the contract and formal referral to the Alabama Ethics Commission.

SECTION V: REQUIRED BID SUBMISSION CHECKLIST

Bidders must return the following fully executed forms within their sealed envelope. Missing or un-notarized documentation will result in immediate technical disqualification.

- [] **Contract Section IV:** Bottom-Line Bid Proposal Page
- [] **Contract Section IV:** Product Compliance Affirmation
- [] **Section V:** Notarized Affidavit of Alabama Immigration Law Compliance (HB 56)
- [] **Section V:** Full copy of Company E-Verify Memorandum of Understanding (MOU)
- [] **Section V:** Signed Certification Regarding Drug-Free Workplace Requirements
- [] **Section V:** Signed USDA Debarment and Suspension Certification (Form AD-1048)
- [] **Section V:** Notarized Non-Collusion Affidavit
- [] **Bid Security:** Official 5% Bid Bond or Certified Cashier's Check
- [] **Business License:** Copy of current municipal/state business operating license

SECTION IV: BID PROPOSAL & PRICE SHEETS

BOTTOM-LINE CONTRACT PROPOSAL

- **Bid Number:** CNP-27-002-Bread
- **To:** Choctaw County Board of Education — Child Nutrition Program

Below this line to be completed by the vendor in ink or typewritten

1. **Date Submitted:** _____
2. **Name of Firm:** _____
3. **Corporate Address:** _____
4. **Telephone Number:** _____ **Cell:** _____

Grand Total Bottom-Line Bid Price (From Attached Specification Sheets):

\$ _____

(Amount written in words):

Addenda Acknowledgement: Addenda numbered _____ through _____ were received and incorporated into this proposal.

I certify by my signature below that the costs quoted in this bid are correct, that the items offered match the exact product identifications required, and that I possess the formal corporate authority to obligate the company to perform under all terms, conditions, and regulatory mandates outlined within this document.

Authorized Officer Signature: _____

Printed Name and Title: _____

Date: _____ Contract Payment Terms: _____

PRODUCT COMPLIANCE AFFIRMATION

I, _____, of _____, do solemnly affirm that the bread products bid herein comply with and meet in every aspect the strict USDA Whole Grain-Rich requirements, the National School Lunch Program standards, and the explicit technical descriptions outlined in the attached bid sheets.

Company Representative Signature: _____

Date: _____

NOTARY ACKNOWLEDGEMENT

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2026.

My Commission Expires: _____

Signature of Notary Public: _____

[Place Seal Here]

SECTION V: MANDATORY COMPLIANCE FORMS

MEMORANDUM: ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS

- **To:** Contractors and Vendors of the Choctaw County Board of Education
- **From:** Tenika Hicks, Chief School Finance Officer
- **Date:** July 6, 2026

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Code of Alabama, Section 31-13-1 et seq.) mandates that as a condition for the award of any contract, grant, or incentive by a political subdivision of the State of Alabama, any business entity that employs one or more

employees within the state must provide formal verification of compliance with federal immigration laws.

Contractors must submit a notarized Affidavit of Immigration Law Compliance along with their complete E-Verify Memorandum of Understanding (MOU). Contractors are also required to notify any subcontractors of their legal obligations and maintain copies of subcontractor compliance forms at their primary offices for potential state auditing. Failure to submit required E-Verify compliance data within the sealed bid packet will result in immediate disqualification and removal from active vendor registries.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

PART I — (Complete only if your firm DOES NOT employ one or more employees in Alabama)

I, _____ certify in my capacity as _____ for
_____ that said firm does not employ one or more employees
within the State of Alabama.

Signature: _____ Date: _____

PART II — (Complete if your firm DOES employ employees in Alabama)

State of Alabama

County of _____

Before me, a Notary Public, personally appeared _____ who,
being first duly sworn, deposes and states as follows:

As a condition for being awarded a public contract paid for in whole or in part by a political subdivision of the State of Alabama, I hereby attest in my capacity as _____
for _____ that said business entity does not knowingly employ,
hire for employment, or continue to employ an unauthorized alien. Furthermore, the entity
affirms it has enrolled in the federal E-Verify program, has attached its complete E-Verify
Memorandum of Understanding (MOU) to this affidavit, and will maintain appropriate statutory
compliance notifications for all active subcontractors utilized during the life of this contract.

Signature of Affiant: _____

Sworn to and subscribed before me this _____ day of _____, 2026.

Signature of Notary Public: _____

[Place Seal Here]

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(Implemented at 34 CFR Part 85, Subpart F for Grantees)

The applicant contractor certifies that it will maintain a drug-free workplace by:

1. Publishing a formal statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is strictly prohibited within the workspace and defining subsequent disciplinary actions up to termination.
2. Establishing an ongoing drug-free awareness program highlighting the psychological and physical dangers of drug abuse, corporate policies regarding workplace safety, and available rehabilitation or employee assistance programs.
3. Providing copies of this declaration to every employee engaged in the performance of work under this public contract.
4. Notifying the Choctaw County Board of Education within ten (10) calendar days if any employee is convicted of a criminal drug offense occurring directly within the performance parameters of this workplace contract.

Company Name: _____

Authorized Representative Signature: _____ **Date:** _____

USDA DEBARMENT AND SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

(Form AD-1048)

This certification is a material representation of fact required by regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510.

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 a comprehensive written explanation to this proposal.

Organization Name: _____

Bid Number: CNP-27-002-Bread

Name and Title of Authorized Representative(s):

Signature(s): _____ **Date:** _____

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

I state that I am _____ (Title) of
_____ (Firm Name) and that I am fully authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the individual personally responsible within my firm for the determination of the prices and the total financial metrics submitted in this bid.

I solemnly swear under penalty of perjury that:

1. The prices and financial amounts contained within this bid have been arrived at completely independently, without prior consultation, communication, collusion, or agreement with any other contractor, competitor, or potential bidder.
2. Neither the unit prices nor the approximate totals of this bid have been, or will be, intentionally disclosed to any competing firm or person prior to the official public opening date and time.
3. No attempt has been made or will be made by this business entity to induce any other firm or person to refrain from bidding, or to submit an intentionally high, complementary, or noncompetitive bid.
4. The bid of my firm is made in absolute good faith and not pursuant to any secret agreement, anti-competitive discussion, or shared pricing arrangement with any external entity.
5. Neither the firm nor any of its current officers or directors are under active investigation by any state or federal governmental agency for anti-trust violations, price-fixing, or collusion within the past three (3) years.

Signature: _____

Sworn to and subscribed before me this _____ day of _____, 2026.

Signature of Notary Public: _____

[Place Seal Here]

SECTION VI: LIST OF DELIVERY SITES

The successful distributor must provide inside delivery to the following Child Nutrition Program kitchen facilities:

1. Choctaw County High School

277 Tom Orr Avenue, Butler, AL 36904

2. Choctaw County Elementary School

201 Tom Orr Avenue, 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