



Dr. Jon Bret Smith  
SUPERINTENDENT

# Lawrence County

## BOARD OF EDUCATION

14131 MARKET STREET

MOULTON, ALABAMA 35650

Phone: (256) 905-2400 Fax: (256) 905-2406

*"Excellent Instruction, Every Class, Every Child, Every Day"*

### BOARD MEMBERS

Sabrina Barkley

Kenny Hood

Shanon Terry

Kesha Weatherby

May 28, 2025

To Whom It May Concern,

Sealed bids for BID NO: **CNP 25/26-001 for Milk products and delivery** will be received by the Lawrence County Board of Education at Moulton, Alabama until, **9:15 am, June 11, 2025**, and then publicly opened. No late bids will be opened. The Lawrence County Board of Education reserves the right to reject any and all bids, to waive any formality in bids received, and to accept or reject any items of any bids.

All proposals must be submitted to the Lawrence County Board via postal service or hand delivered to: Lawrence County Board of Education, CNP  
Callie Terry  
14131 Market St.  
Moulton, AL 35650

The envelope must be clearly marked on the lower left corner :

- Name and address of Bidder
- SEALED CNP BID
- Bid Number
- to be opened at date and time specified above.

If you have any questions concerning this Request for Bid, please contact:  
Mrs. Callie Terry, CNP Coordinator, 256-905-2411.

Dr. Jon Bret Smith, Superintendent  
Lawrence County School System

Enclosures

## **GENERAL INFORMATION TO BIDDER**

1. Bid award will be made on a BOTTOM LINE WITH ESCALATION (DE-ESCALATION) CLAUSE
2. It is not the policy of the Lawrence County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, and terms of delivery are among the factors that may be considered in determining the low responsible bidder.
3. All proposals shall include the cost of transportation to the point of delivery, the in-house delivery, and removal of product crates on a bi-weekly basis.
4. Provide all CN Labels for your products with Bid packet.
5. **The decision of the Lawrence County Board of Education shall be final.**
6. Records showing successful bidder and prices quoted will be placed on file and may be examined upon request.
7. Contract for purchase will be put into effect by means of purchase order after tabulations are compiled.
8. **Bidder is required to furnish a bid bond or cashier's check in the amount of \$500 payable to Lawrence County Schools.**

## **DECIMALS**

1. Any mathematical calculation that involves decimals shall be treated as follows:
2. You may take decimals to the 4<sup>th</sup> digit or more for computation purposes. However, for the final delivery unit cost you will round off to the next higher figure if the third digit is 5 or greater. Round off to the lower figure if the third digit is 4 or less.
3. In determining final delivery unit costs decimals will be carried only two (2) places.

## **BILLING**

1. At the time of delivery to the schools, one copy of the vendor's numbered invoice shall be left with the cafeteria manager.
2. Statements shall be figured on the last working day of the month and sent to the Child Nutrition Program, Lawrence County Board of Education, 14131 Market Street, Moulton, AL 35650.
3. Bills will be paid monthly by the 15<sup>th</sup> of the month from invoices received with deliveries. Bills will not be paid from statements.

## **TERMS OF AGREEMENT**

1. Testing - Products obtained under contract may be tested by state weights and measures representatives.
2. Failure to meet contract or label specifications shall result in the following:
  - a. Cash restitution or in-kind replacement, at the SFA's discretion, for the total lot which failed.
  - b. Payment for the value of all meals that the SFA served which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs because the supplier provided short-weighted products
  - c. Time frames for providing restitution and payments to the SFA will be outlined in the written notification of failure to comply.
  - d. Repeated instances of products failing to contain required quantities are a material breach of the contract and may result in contract termination for cause.
  - e. All costs resulting from termination for cause must be borne by the contractor

**BID NUMBER: CNP 25/26-001 Milk products and delivery**

PLEASE COMPLETE & RETURN

In compliance with the invitation for bids and subject to all the conditions thereof, the undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item for length of contract as specified. Items will be delivered within a reasonable time frame or as agreed between the vendor and the Lawrence County School System, after receipt of a purchase order. It is agreed that if delivery has not been completed by the time specified (and no extension of time is granted by the Lawrence County School System), the purchase order will be cancelled and award of bid will be made to the next responsible low bidder.

The Lawrence County Board of Education reserves the right to reject any and/or all bids. This document will serve as a contract between the Lawrence County Board of Education and the Vendor once the bid is awarded.

NAME & ADDRESS OF COMPANY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Period: **August 1, 2025 to July 31, 2026**  
The Lawrence County Board of Education reserves the right to extend this contract for two (2) additional twelve (12) month periods. The Lawrence County Board of Education reserves the right to extend the term for up to ninety (90) days to continue a source or sources of supply until new or replacement contracts are completed. Any contract extension is contingent upon written approval of both contractor and the Board.

Our **bottom line** bid **BOTTOM LINE WITH ESCALATION (DE-ESCALATION) CLAUSE** for products/services listed in attached specifications for this bid is as follows:

Amount \$ \_\_\_\_\_

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined.

\_\_\_\_\_, \_\_\_\_\_  
Signature Date

\_\_\_\_\_, \_\_\_\_\_  
Print or Type Name Title

\_\_\_\_\_  
Phone

## MILK BID

### 1. Pricing

- a. The price structure shall be developed to provide a blend price for all milk so a unified price may be charged to students. The majority of volume is to be ½ pint containers.
- b. The Lawrence County Board of Education is not liable for Federal Excise or State Sales Tax.
- c. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per one-half pint for each full \$0.15 increase/decrease in raw milk per hundred weight.
- d. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered nonrespondent.

### 2. Deliveries

- a. Deliveries are to be made to the school locations listed in Appendix A.
- b. The bidder must agree to deliver fresh milk daily that has not been processed more than 4 days. The bidder must also agree to pick up and credit excess milk prior to holidays and such other times as school officials may reasonably request. The contract may be revoked at any time the company delivers out of date milk or fails to pick up out of date milk. *In case of emergency*, milk can be delivered that has been processed more than 4 days, but cannot be out of date. Milk shall be delivered daily and stacked in the milk box.
- c. A schedule for delivery will be developed with the successful bidder that will meet the requirements of the school program. Keys to the cafeteria will be available for deliveries when cafeteria personnel are not present. Any problems with shortages, doors being left unlocked, etc. will necessitate the rescheduling of deliveries during the school day. The bidder must agree to supply all types of milk as requested by the individual schools and in sufficient quantities to meet the school needs.
- d. A sufficient quantity of milk must be maintained locally in order to provide a replacement supply of milk within one hour to any school when the delivered product proves to be unacceptable or if the supply of milk in the school is lost. Failure to deliver milk to schools on time for five times in one semester will result in the cancellation of the contract. The contract will then be awarded to the next lowest bidder.
- e. Products are to be delivered and maintained at a temperature of not more than 45 degrees F And not less than 35 degrees F.
- f. The successful bidder will furnish **and maintain** storage equipment at each school of a sufficient size to hold milk needed by that school. The equipment should maintain the temperature of the milk between 35 and 45 degrees F as required by the health department.

3. Overall Requirements

- a. All products will be fresh, Grade A, pasteurized, homogenized, and must meet standards set by State and Local Health Authorities as to purity, production, processing, and containers. Only Grade A pasteurized fluid milk and fluid milk products from a source which has attained and has maintained a Sanitation Compliance Rating of not less than 90% and which has been approved by the State Health Officer will be acceptable. All milk shall be subject to inspection after arrival at destination. In any instance where milk fails to meet specification, the schools reserve the right at the vendor's expense to return the product.

5. The following milk products must be provided:

- Low fat Milk, unflavored, 1%
- Fat Free Milk, chocolate
- Fat free Milk, strawberry
- Skim Milk, less than .5%
- Low Fat, Sweet Acidophilus, approx 500 ½ pt.
- Buttermilk, low or no fat

6. Juice Requirements:

- a. Product must contain 100% juice by volume. Product must be fortified such that an 8 fl. Oz. Serving provides 60.0 mg. or 100% of the U.S. Reference Daily Intake (U.S. RDI) of Vitamin C, 200.0 mg or 20% of the U.S. RDI of Calcium, and 100.0 I.U. or 25% of the U.S. RDI of Vitamin D.

7. Package Requirements

- a. All one-half pint containers shall be sound, sanitary, leak proof, and with lids which open properly. All containers must be treated to kill bacteria and provide adequate protection from contamination of contents.
- b. Containers which are dirty, mashed, leaking, and/or damaged in any way will not be accepted.

# MILK PRODUCTS BID SHEET

Company Name \_\_\_\_\_

Item	Description	How Packed	Bid Unit	Usage	Unit Price	Extended Total
	Milk, Low-Fat, 1% Sweet Acid		½ pt.	206,000	\$	\$
	Fat Free Milk, Chocolate		½ pt.	600,000	\$	\$
	Fat Free Milk, Strawberry		½ pt.	73,000	\$	\$
	Skim Milk, Unflavored		½ pt.	22,000	\$	\$
	Buttermilk, low fat		½ gal.	1,000	\$	\$
	Milk, Whole, Unflavored		1 gal.	60	\$	\$
	Soy Milk		½ pt	500	\$	\$
	Buttermilk		½ gal.	60	\$	\$
	<b>Bottom-line TOTAL price for Milk products</b>				<b>\$</b>	<b>\$</b>

	100% Juice, Orange		4 oz	300,000	\$	\$
	100% Juice, Apple		4 oz	66,000	\$	\$
	100% Juice, Grape		4 oz	10,000	\$	\$
	100% Juice, Orange-Pineapple		4 oz	10,000	\$	\$
	100% Juice, Fruit punch		4 oz	10,000	\$	\$

# U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

(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

PR/Award Number of Project Name

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

Signature(s)

Date

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant, may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## Appendix A

### CNP Managers Contact List

School	Manager	Address	Phone	Email
BOE	Callie Terry	14131 Market Street Moulton, AL 35650	256- 905 - 2441	<a href="mailto:callieterry@lawrenceal.org">callieterry@lawrenceal.org</a>
	Cheyenne Campbell			<a href="mailto:acampbell@lawrenceal.org">acampbell@lawrenceal.org</a>
	Ellen Watson			<a href="mailto:ewatson@lawrenceal.org">ewatson@lawrenceal.org</a>
ELES	LaTosha Williamson	263 Co. Rd. 370 Trinity, AL 35673	256- 443 - 5149	<a href="mailto:latoshawilliamson@lawrenceal.org">latoshawilliamson@lawrenceal.org</a>
ELHS	Patricia Bryant	55 Co. Rd. 370 Trinity, AL 35673	256- 606 - 6132	<a href="mailto:pbryant@lawrenceal.org">pbryant@lawrenceal.org</a>
	Brenda Dotson		256- 522 - 7605	<a href="mailto:bdotson@lawrenceal.org">bdotson@lawrenceal.org</a>
HZE	Cindy Flannagan	334 Hazlewood St. Town Creek, AL 35672	256- 476 - 3012	<a href="mailto:cflannagan@lawrenceal.org">cflannagan@lawrenceal.org</a>
Hatton Elem.	Holly Knighten	6536 Co. Rd. 236 Town Creek, AL 35672	256- 560 - 5869	<a href="mailto:hknighten@lawrenceal.org">hknighten@lawrenceal.org</a>
	Donna Randolph		256- 616 - 2755	<a href="mailto:drandolph@lawrenceal.org">drandolph@lawrenceal.org</a>
Hatton High	Tammy Montgomery	6909 AL Hwy 101 Town Creek, AL 35672	256- 221 - 1884	<a href="mailto:tmontgomery@lawrenceal.org">tmontgomery@lawrenceal.org</a>
LCHS	Darlene Green Rutherford	102 College Street Moulton, AL 35650	256- 606 - 1937	<a href="mailto:debbiegreen@lawrenceal.org">debbiegreen@lawrenceal.org</a>

MES/ MMS	Denise Cornelius	412 Main Street Moulton, AL 35650	256-476-5080	<a href="mailto:dcornelius@lawrenceal.org">dcornelius@lawrenceal.org</a>
Mt Hope	Angie Speake	8455 Co. Rd. 23 Mt. Hope, AL 35672	256-627-9405	<a href="mailto:aspeake@lawrenceal.org">aspeake@lawrenceal.org</a>
Speake	Monica Martin	7323 AL Hwy. 36 Danville, AL 35619	256-616-2621	<a href="mailto:mmartin@lawrenceal.org">mmartin@lawrenceal.org</a>

# Lawrence County Schools

## 2025-2026 School Year Calendar

August 2025						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- Flex Days (2)
- Student Days
- Institute Day
- Holiday (schools closed)
- Parent-Teacher Conference/Elearning
- Teacher Workdays (6)
- End of Grading Period
- E-Learning/Staff Development

- 1-Aug Institute
- 4-6 Aug Teacher PD/Workday
- 7-Aug Students First Day
- 1-Sep Labor Day
- 17-Sep E-Learning/Staff Dev
- 3-Oct End of 1st Nine Week
- 6-7 Oct Fall Break
- 13-Oct Parent Teacher Conf E-Learning Day
- 10-Nov Teacher PD/Workday
- 11-Nov Veteran's Day
- 24-28 Nov Thanksgiving
- 19-Dec Last Day of 1st Semester
- 22-Dec/1 Jan Winter Break
- 2-Jan Flex Day/Staff PD
- 5-Jan Teacher Workday/PD
- 6-Jan 2nd Semester Begins
- 19-Jan MLK Holiday
- 16-Feb Flex Day/Staff PD
- 6-Mar End 3rd Nine Weeks
- 11-Mar E-Learning/Staff Dev
- 23-27 Mar Spring Break
- 17-Apr E-Learning/Staff Dev
- 21-May End of 2nd Semester
- 18-21 May Graduation
- 22-May Teacher Workday/PD

- 1st Nine Weeks End 3-Oct 41 Days
- 2nd Nine Weeks End 19-Dec 46 Days
- 3rd Nine Weeks End 6-Mar 41 Days
- 4th Nine Weeks End 21-May 49 Days

178 Day/7 periods/52 minutes = 1080 clock hours  
 360 Instructional Minutes per day  
 9 Professional Days  
 187 Work Days

January 2026						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						