

INVITATION FOR BIDS



Milk Products

**The Mississippi Department of Education
Office of Child Nutrition
500 Greymont Ave. Suite F
Jackson, MS 39202**

Bid #26-2150-P004

Contact: Steven Webb

Submission Due Date: April 30, 2026, 9:00 a.m.

By submitting a BID, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

INVITATION FOR BIDS

| | |
|--|--|
| IFB Bid Number: 26-2150-P004 | Bid Title: Milk Products |
| Dates of Advertisements: 1ST Advertisement: March 9, 2026 2nd Advertisement: March 16, 2026 | Office of Child Nutrition Attn: Steven Webb Pre-Bid Conference: March 30, 2026, 9:00 a.m. |
| Bid Submission Due Date and Time: Friday, April 30, 2026, 9:00 a.m. Bid Opening Date and Time: Thursday, April 30, 2026, at 9:30 a.m. | Deadline for Questions: April 8, 2026, 5:00 p.m. |
| Bid Review: May 1-15, 2026 Contract Intent to Award: May 18, 2026 | Date to Post Answers: April 14, 2026 |
| Term of Contract: July 1, 2026 - June 30, 2027 | Contract Approval: June 12, 2026 |

You are invited to participate in this Invitation for Bids (IFB). Please submit your bid response in accordance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all products and services contained in this IFB for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the IFB.

By submitting a BID, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Written acceptance of the bidder's bid response by the State and by issuance of a contract, constitutes a binding contract made and entered into by and between the Mississippi State Department of Education through the Procurement Director named above, and the bidder named below:

| | | | |
|--|-------------------|----------------|------------------|
| Bidder Company Name: | | | |
| Street Address: | | | |
| P.O. Box: | City: | State: | Zip Code: |
| Toll Free Telephone: | Telephone: | Fax: | |
| Federal I.D. or Social Security No.: | | E-Mail: | |
| Type or Print Name of Person Signing: | | Title: | |
| Authorized Signature: | | | Date: |

4. ORDER OF COMMUNICATIONS

Any and all corrections and changes, clarifications, etc., communicated between the MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the Office of Child Nutrition, Steven Webb at swebb@mdek12.org by Wednesday, April 8, 2026, at 5:00 p.m. Responses will be posted to the MDE website at www.mdek12.org under the No-Cost Contract Bid Opportunities will be available to the general public by Tuesday, April 14, 2026. A copy of any corrections, changes or clarification to the bid shall be submitted by mail to The MS Department of Education, Office of Child Nutrition, Steven Webb, Director of Purchasing and Food Distribution at PO Box 771, Jackson, MS 39205. (Physical building zip code is 39202)

5. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDE by the time and at the place specified for receipt of bids.

6. ACCEPTANCE OF BIDS/RESERVED RIGHTS

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and/or best bid, reject any and/or all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its IFB.

7. ERROR IN BID

Any bid errors found in bid must submit a bid modification to the MDE prior to the due date specified in the IFB. Erroneous bids, where the mistake is apparent, the MDE may correct or delete the error during the bid. If there are any errors in the extension of prices in the bid, the unit price will govern.

8. WITHDRAWAL OF BID

Bids may be withdrawn with written notice from the bidder who signed the original document prior to the time and date of the bid opening. Any withdrawn or modified offer shall remain unopened in the MDE Procurement File. In accordance with **§25-61-1**, only opened bids shall be available for inspection by participants.

9. AWARD

It is the intent of the MDE to award a contract to the lowest responsive bidder meeting specifications beginning July 1, 2026, through June 30, 2027. The contract will be awarded for one (1) year with an option to renew for one additional year. The MDE reserves the right to determine the lowest responsible bidder on the basis of an individual item, group of items, or in any way determined to be in the best interests of the State. The award shall be based on the adherence to all conditions and requirements of the bid specifications, and price.

The contract shall consist of this Invitation for Bids Terms and Conditions, Special Conditions, the successful bidder's bid submission, and the written contract award. The contract shall not be assignable in whole or in part without the written consent of the MDE.

MDE reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the State Superintendent of Education, Dr. Lance Evans, bids submitted by that bidder will be rejected. The criteria used to determine a responsible bidder shall include, but is not limited to, statements in paragraph **94. BIDDER REQUIREMENTS**.

10. PRE-BID CONFERENCE

A Pre-Bid conference is scheduled for Monday, March 30, 2026, at 9:00 a.m., at 500 Greymont Avenue, Suite F, Jackson, MS 39202. While attendance at the pre-bid conference is not a requirement to submit a bid, it is highly recommended that bidders and potential bidders attend. All sections of this IFB will be explained.

11. PUBLIC BID OPENING

Bid openings will be open to the public. The bid opening will serve only to open and read the bid price on each bid. No discussion will be entered into with any bidder as to the quality or provisions of specifications. No award will be made either stated or implied at the bid opening. All offerors are invited to participate in the bid opening process. The bid opening will take place on Thursday, April 30, 2026, at 9:30 a.m., at the Office of Child Nutrition, 500 Greymont Avenue, Suite F, Jackson, MS 39202.

12. RIGHT TO PROTEST

- a. Interested Party means an actual or prospective bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.
- b. Protestor means any actual or prospective bidder who is aggrieved in connection with the solicitation or the award of a contract who files a protest.
- c. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

12.1 Procedures for Filing Protests

Protestors should seek resolution of their complaints with the OCN. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

12.2 Content of Protests

The written protest letter shall contain:

- The name and address of the protester.
- An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
- An explanation of the specific basis for the protest.
- The protesting bidder must provide facts and evidence to support the protest.
- Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.
- Place protest letter in an envelope clearly marked "Protest"
- A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days shall not be considered.

Address: Mississippi Department of Education
c/o Superintendent of Education
Protest Letter
IFB Number:
PO Box 771
Jackson, MS 39205

12.3 Protest Decision

The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

- a) state the reason for the action taken; and

b) inform the protestant of its right to administrative review.

13. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the offeror shall assure agreement and compliance with the following standard terms and conditions.

14. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

15. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

16. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

17. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

18. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

19. NON-APPROPRIATION CLAUSE

This contract is dependent upon the federal financial funding appropriated for the National School Lunch Act and distributed to school districts within the state. This contract will span more than one appropriation period therefore, a non-appropriation clause shall be in effect. This clause provides that should a contract be canceled for reasons of non-availability of funds, cancellation would take effect on the last day of the appropriation period for which funding was available. In the event of a cancellation for reasons of non-availability of funding, the participating schools will issue no purchase orders subsequent to the last day of the appropriation period and will not be obligated to purchase any items remaining in inventory with the distributor. All purchase

orders issued prior to the effective date of the cancellations will be valid and the distributor will be paid for the merchandise covered by those purchase orders.

20. BACKGROUND CHECKS

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained, or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

21. COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

22. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

23. CONTRACTOR PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner. The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the MDE reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor. MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel throughout the contract term. Substitutions are not permitted without written approval of the MDE Project Manager.

24. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This contract is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

25. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.
- b. has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- e. has not, within a three-year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

26. DEBARMENT AND SUSPENSION CERTIFICATION

By submitting the signed Invitation for Bids (page 2), the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

27. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

28. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- a. is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- d. is independently developed by the recipient without any reliance on confidential information;
- e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- f. is disclosed with the disclosing party's prior written consent.

29. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both,
- c. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

30. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events").

When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

31. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

32. INDEPENDENT CONTRACTOR

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

33. INDEPENDENT PRICE DETERMINATION

The Contractor certifies that the price submitted was independently arrived at without collusion.

34. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

35. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. The Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on

infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

36. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

37. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

38. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

39. PRICE ADJUSTMENT

Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the additional performance;
- b. by unit prices specified in the contract;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. by the price adjustment clause.

40. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or qualification packet.

41. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Code of Conduct within the OCN Purchasing Division.

42. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

43. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

44. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the

provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

45. TERMINATION FOR CONVENIENCE

Termination. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

46. TERMINATION FOR DEFAULT

Default. If a Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. The Contractor shall continue the performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Chief Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience" (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

47. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

48. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

49. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

50. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

51. GIFTS, REBATE, GRATUITIES

Acceptance of gifts from bidders is prohibited. No officer or employee of the MDE, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

52. TAXES

Purchases made under the provisions of any contract established, as a result of this invitation, are exempt from Federal, State, and local taxes and bidders should quote prices which do not include such taxes. Participant organizations include private, non-profit organizations which may be required to pay the distributor some level of sales tax. It shall be the responsibility of the contractor to determine and collect taxes from participant organizations that are required to pay taxes.

53. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request submitted

in the specified amount of time set by the MDE. The MDE reserves the right to specify a time frame in which clarification requests shall be made.

54. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

55. BID INFORMATION

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

56. PRECEDENCE

Bids shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

57. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

58. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this IFB is established for use by the MDE and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDE. This contract is entered into solely for the convenience and for any economic advantage afforded to participating organizations of the State of Mississippi. All purchases made by participating organizations of products included under the provisions of this contract shall be purchased from the contracted distributor and shall be the manufacturer's labeled product as specified by the contract. Distributors will not be permitted to substitute any item except as may be approved by the MDE. Employees of the MDE have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the State agencies that utilize the contract.

59. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

60. CONTRACT EXTENSION

Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDE. The MDE reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

61. SUBSTITUTIONS DURING CONTRACT

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by the MDE and the substitutions are deemed to be in the best interest of the State.

62. WARRANTY

Vendor warrants that all goods and services furnished hereunder shall conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and they shall be free from latent and patent defects in materials, workmanship, and title, and shall be free from such defects in design. In addition, the vendor warrants that said goods and services shall be suitable for, and shall perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed for such other purposes as are expressly specified in this solicitation. The MDE may return any nonconforming or defective items to the vendor or require correction(s) or replacement(s) of the item at any time the defect is discovered, all at the vendor's risk and expense. Acceptance shall not relieve the vendor of its responsibility.

63. NON-DISCRIMINATION CLAUSE

The contractor hereby agrees that it will comply with:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000) All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.) Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3) Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the contractor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees and assignees as long as the contract is in effect.

The person or persons whose name(s) appear on this invitation for bid are authorized to sign this assurance on behalf of the contractor. The bidder agrees not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status. The bidder further agrees to require similar provisions from subcontractors or suppliers.

64. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

65. WAIVER

The MDE reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

66. PAYMENT TERMS

Contracts developed from the award of this bid are to establish pricing for food and supplies, and the distribution of those items by the awarded contractors to participating organizations. Payments to contracted distributors will be made by participating organizations within 45 days of receipt of goods and correct invoice. If a participating organization falls more than forty-five (45) days in arrears in payments, a distributor may suspend issues. However, the distributor must notify the MDE no less than 10 working days prior to initiating a suspension of deliveries.

Purchase orders generated for items placed on the MDE on-line ordering system must only include allowable, allocable costs of goods for the use of school foodservice authorities solely. Allowable, allocable costs are considered to be the cost of goods for use by school foodservice programs exclusively

67. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a contractor's request for an increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

SPECIAL CONDITIONS

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence. Further, it is to be understood that the Department of Education (MDE) reserves the right to waive any general or special condition if it is in the best interest of the State, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

SCOPE

The purpose of this Invitation for Bids is to establish a contract or contracts between the Mississippi Department of Education, Office of Child Nutrition, and Milk Distribution Companies for milk products used in Child Nutrition Programs throughout the state. This contract will establish a base price that participating School Food Authorities (SFAs) and other qualified organizations will pay for any item covered by the contract during the term of that contract.

The successful distributor(s) will be responsible for purchasing, warehousing, and distributing milk products to participating organizations in the state. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

68. TERM

The terms of the contract for these commodities shall be for a period of one (1) year with an option to renew the contract for one (1) year provided. The effective date is July 1, 2026, through June 30, 2027. The effective date of the renewal/extension, if granted will be July 1, 2027, through June 30, 2028. The MDE reserves the right to extend the contract term, when necessary to continue a source or sources of supply whenever new or replacement contracts are not completed prior to the expiration date.

69. VOLUME

The total quantity of purchases of any individual commodity of the contract is not known. The usage shown on the bid is from the period of January 1, 2025, through December 31, 2025. The MDE does not guarantee that participating School Food Authorities (SFAs) and other qualified organizations will buy any specified commodity or any total amount. All orders received by Contractor during the term of the contract shall be filled in accordance with the Terms and Conditions as set forth hereinafter.

70. BIDS BASED ON SPECIFICATIONS

Bids are requested for commodities that meet the specifications listed in the Terms and Conditions.

71. REPORTS

At the end of the term or as directed by the MDE OCN, the Contractor shall furnish a complete summary of all items sold during the current contract period as specified by the MDE OCN. This summary shall include item number, description of item, units sold and prices.

An additional report must indicate each MDE program and school district to which sales have been made, the location of each, date of the sale and the total dollar sales for the current contract period as specified by the MDE OCN. The report should be compiled in MS Excel format. Failure to comply with these requests will result in disqualification from bidding for a period of 24 months.

72. EVALUATION AND AWARD

Rejection. The MDE reserves the right to reject any bid. Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, may be rejected if such action would be in the best interest of the State. Bidders must, upon request of the MDE, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The MDE reserves the right to make the final determination as to the bidder's ability. The MDE will award all items to one vendor or multiple vendors based on the commodities listed. **Award Criteria:** The award will be made to the best bid. Factors to be considered in determining the best bid include:

- a) Bottom Line Figure
- b) Conformity with Specifications
- c) Responsibility of the Bidder

73. AWARD PROCESS

Bidders must bid on all items listed for each region bidding upon. Failure to do so shall be cause for rejection of bid. Awarding will be accomplished by multiplying the usage figure times the price bid for each item to arrive at an item cost. For items that do not indicate any usage, a usage quantity of one hundred (100) will be used when calculating the item cost. The item costs for all items will be summed to arrive at a bottom-line figure. The award will be made to the lowest bottom-line figure.

74. NOTICE OF AWARD

Upon completion of the bid evaluation process, the MDE OCN will distribute a Notice of Award through the MDE website. Upon receipt of this notification, the vendor should review the Bid Award and notify the OCN of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline." Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline may be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.

75. CONTRACT ADMINISTRATION

Contract Compliance. All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per the General Conditions, any failure to perform is cause for cancellation of a bid contract. The contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once the OCN has received five (5) written, substantiated, and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be canceled, and that vendor will be disqualified from bidding for a period of 24 months.

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the OCN, Director of Purchasing and Food Distribution, Steven Webb, by email at swebb@mdek12.org or directly by phone at 601-576-4960.

76. BID TABULATION REVIEW

All vendors are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the MDE will notify the vendor(s) who have submitted the apparent low bid(s) meeting specifications.

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61 et. Seq., MS Code of 1972.

Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received in writing by the MS Dept of Education, OCN, Steven Webb by email at swebb@mdek12.com or by mail at 500 Greymont Avenue, Suite F, Jackson, MS 39205 on or before the evaluation review deadline.

- a) Public Bid Opening: Thursday, April 30, 2026
- b) Evaluation Process: May 1-15, 2026
- c) Distribution of Apparent Award: May 18, 2026
- d) Effective Date: July 1, 2026 – June 30, 2027

This Schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revision, should submit a letter with their bid which indicates this desire. If there is a conflict between the information in the Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.

77. QUOTES AND BIDS

All quotations and/or bids shall be Based on State Specifications. Bidders are requested to bid on items set forth in the product identification listing. Where specific pack size and/or quality levels are listed, bids offered on any other specified product will not be considered.

78. ALTERNATE BIDS

Alternate bids will not be considered unless specifically requested in the specifications.

79. UNIT PRICE

Unit Price refers to the cost of the product including all applicable processing, delivery costs, and warehousing costs. Each item is to be priced separately by offering the standard unit price as per bid unit designation in each Bid Response Form. Distributors must bid on each item; failure to do so will result in the submitted bid to be rejected.

80. FIRM BID PRICE

All prices shall be firm for 30 days, after which prices for fluid milk can escalate or de-escalate in accordance with combined changes in Class I raw milk and butterfat prices based on monthly Federal Milk Order announcements for the applicable geographical zone. Prices for milk delivered will be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weights (cwt). Any price increase or decrease will be announced by MDE on the dates indicated on the USDA Release Dates Federal Milk Order Price Data website, which is normally not later than the 23rd of each month. All price changes shall be effective on the first day of the month. Conversion calculations showing the manner of arriving at the amount of change will be sent with the price announcement. When computing price changes, the base month shall be used as noted and the current month of the Federal Milk Order. See Attachment A (page 23) for Calculation.

81. PAYMENT TERM DISCOUNTS

Payment term discounts are not required and will not be used in the award process.

82. PROMOTIONAL ALLOWANCES and VOLUME INCENTIVES

Promotional allowances and volume incentives will not be award criteria.

83. FREIGHT

A separate freight factor is not requested.

84. PACKAGING

All packaging shall conform to current standards acceptable to the trade. The packaging shall be clean and sanitary. Packaging for 8 oz fluid milk shall be designed to fit in milk coolers and be easily opened by students. Each container must be clearly stamped with a "Use Buy", Sell By," or a Best By" date.

85. DEFAULT

In case of default on the part of a distributor, the MDE may elect to have those entities affected by the default purchase and receive needed items from other sources until a substitute distributor is designated. In such cases, the contractor in default will be held liable for any cost differential between the approved contract price and the acquisition cost of items purchased from another source. Provided, however, that items purchased by the participant organizations in this manner shall be approved equal in quality and quantity to those required by the specifications. The contractor in default will not be expected to pay a price differential on a product considered by the industry to be superior in quality to the product specified in the original bid invitation.

86. REPORTS

Upon request, contract distributors will be required to furnish MDE with reports of sales made under the provisions of the contracts. These reports may include but are not limited to total line item sales to participating organizations.

87. CONTRACT APPLICATION

The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between the MDE and the successful bidder. MDE shall have the right to rely upon the documents and assurances submitted by the successful bidder.

88. PRODUCT SUBSTITUTIONS

No product substitutions may be made without the expressed written approval of the MDE.

89. EQUIPMENT AND OTHER REQUIREMENTS

All facilities and equipment are subject to inspection by the MDE and other appropriate regulatory parties to ensure compliance with temperature requirements, food safety and other Health and Sanitation Requirements.

Any condition found to present a health risk for children would result in rejection of product and/or termination of the contract. The potential contractor's warehouse, trucks, and equipment shall:

- a. Milk crates must be clean, free of insects and rodents.
- b. Milk Crates must be adequate for storing and delivering products at temperatures above 32 degrees and below 40 degrees Fahrenheit.
- c. Milk crates shall be clean and free of dirt, debris, and milk spillage
- d. Milk crates are the property of the contractor.
- e. Milk crates that are no longer in use will be set aside by the participant organization for removal by the contractor.
- f. Milk crates must be unused and removed from the participant's property after each delivery.
- g. Disposing of milk crates in participant's waste receptacles or any other unapproved manner will not be tolerated and may be cause for termination.

90. DELIVERY TIME AND PLACE

- a. Deliveries shall be required to all sites within each awarded region.
- b. For school districts, deliveries are normally ten months each year with vacation periods at major holidays and parts of June, July and August. Some organizations do operate throughout the summer, and both product mix and volume may be reduced substantially.
- c. Deliveries shall be daily unless alternate arrangements are made that are mutually agreeable to the contractor and the participating organization.
- d. Deliveries shall be made during the hours of 6:30 A.M. and 2:30 P.M. Monday – Friday.
- e. Holiday deliveries: Holiday shall be defined as any week that has less than five (5) working days. If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.
- f. Identifying participant organization holidays shall be the responsibility of the contractor.
- g. Drivers and helpers shall leave milk cartons in master case when placing in cabinet. If a district has "self-leveling" milk boxes, the driver shall stock milk display cabinet and rotate stock.
- h. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand, and code numbers of each item and the condition of the merchandise.
- i. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and the receiver.

- j. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.
- k. The contractor shall be responsible for product that is delivered "out of date".
- l. Special or intermediate deliveries shall be required only if a contractor fails to deliver product on regularly scheduled delivery day.
- m. The successful contractor will pick up damaged and or empty cartons of product.
- n. The organization will be given credit for all damaged and or empty cartons of product. However, the contractor will not be required to credit organizations for milk damaged due to the equipment failure of the recipient.
- o. The state reserves the right to add or delete recipients to this program during the term of the agreement.
- p. The contract distributor also agrees to provide service at the proposed bid price for any new recipient agency that may be approved by MDE within an assigned geographical region.

91. SUSPENSION

If a recipient agency falls more than sixty (60) days in arrears in payments, a distributor may suspend issues. The distributor must notify the MDE no less than 10 working days prior to initiating a suspension of deliveries.

92. PRODUCT LOSS AND DAMAGE

The distributor will retain liability of product until such time as the local organization receipts for the product. Participant organizations are responsible for loss through damage and or mishandling after receipt. Product determined to be out-of-condition with no evidence of damage or mishandling shall rest with the distributor.

93. AUDITS

MDE personnel shall have the right to audit distributor records relative to any transaction conducted under the provisions of the contract established pursuant to this Invitation for Bid.

94. BIDDER REQUIREMENTS

Failure to meet the minimum requirements shall result in bid being disqualified.

- a. Bidders responding to this IFB shall be established vendors regularly engaged in similar business with at least five (5) years of experience in the applicable service aligned with the scope of work.
- b. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. This may also include the bidder's financial statement. The MDE and DFA - Office of Personal Service Contract Review reserve the right to make the final determination as to the bidder's ability.

95. ASSIGNMENT

The awarded vendor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE.

BID INSTRUCTIONS

96. BID PACKAGE

This Invitation for Bid package consists of the following:

- Invitation for Bids (page 2)
- General Conditions (pages 3 - 15)
- Special Conditions (pages 15 -20)
- Bid Instructions (page 21)
- Attachment A -Monthly pricing formula (page 22)
- Bid Response Forms – Pricing Sheets (page 23)
- Vendor Response Checklist (page 24)
- List of Participants and Delivery Sites (PDF)

97. INVITATION TO BID FORM

All information requested on the Invitation for Bids Form (page 2) must be completed and include original signature. Incomplete and/or unsigned (original signature) forms may be rejected. Special attention should be given to general and special conditions. This along with the Bid Response Form(s) shall be in a separate, sealed envelope marked: "MILK - Bid File No.26-2150-P004, by 9:00 a.m. Thursday, April 30, 2026".

98. BID RESPONSE FORM

There is one Bid Response Form for region 6. The region is indicated at the top of each form. Pricing must be presented on the form supplied herein or a copy of that form. The use of any other form, unless prior approval for such deviation is granted by MDE, will be rejected.

99. PRODUCT REQUIREMENTS

Fluid milk and milk products shall be manufactured and packaged as defined in the "Regulations Governing the Production and Sale of Milk and Milk Products", published by the Mississippi State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin A and D fortified. Fluid milk shall be delivered at a temperature of 40 degrees or less. Any milk delivered above 40 degrees Fahrenheit may be rejected or returned for credit if spoilage occurs.

100. PRODUCT PROTECTION GUARANTEE

Participating Organizations have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the party responsible. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

101. SERVICE LEVELS

The contractor shall fill all original orders **at 100% on the scheduled delivery day**. If the contractor fails to deliver product and the organization must purchase the product from an alternate source, the contractor shall be responsible for any increase in the price difference.

102. NON-DOMESTIC PRODUCT

The Buy American Provision of the National School Lunch Act requires the purchase and use of only domestic product. Delivery of non-domestic products will be a violation of the terms of this contract and may be cause for termination.

103. BID UNITS AND PACKAGE UNITS

The Bid Unit shall be the unit used when determining pricing of each line item. The Package Unit listed for each line item on each Bid Response Form indicates the measure, weight and / or amount each item shall be when delivered to each participant organization.

ATTACHMENT A

Each month pricing will be escalated or de-escalated based on the Class I price for the current month less the base month set by the bid specifications. Each ½ pint fluid milk item will be calculated individually using the current month’s butterfat differentials per item.

Class I Price as announced by Federal Order No. 7 – Southeast Marketing Area:

Class I Fat-free per cwt x .965 + Class I Butterfat per lb x 3.5 = milk @ 3.5% per cwt
 Homo: Class I Fat-free (per cwt) x .9675 + Class I Butterfat (per lb.) x 3.25
 2%: Class I Fat-free (per cwt) x .98 + Class I Butterfat (per lb.) x 2
 1%: Class I Fat-free (per cwt) x .99 + Class I Butterfat (per lb.) x 1
 Fat-free Class I Fat-free (per cwt)

Example using February 2026:

| <u>Item</u> | <u>Price per cwt</u> | |
|--------------|----------------------|------------------|
| Fat-free | | \$ 16.49 |
| Milk @ 3.5 | \$16.49 x .965 = | \$ 15.9129 |
| | \$1.5960 x 3.5 = | <u>\$ 5.2836</u> |
| | | \$ 21.20 |
| Homo @ 3.25s | \$16.49 x .9675 = | \$ 15.951 |
| | \$1.5096 x 3.25 = | <u>\$ 4.9062</u> |
| | | \$ 20.86 |
| 2% | \$16.49 x .98 = | \$ 16.1602 |
| | \$1.5096 x 2 = | <u>\$ 3.0192</u> |
| | | \$ 19.18 |
| 1% | \$16.49 x .99 = | \$ 16.3251 |
| | \$1.5096 x 1 = | <u>\$ 1.5096</u> |
| | | \$ 17.83 |

Add to the total .20 (Processor Assessment) and .60 (Transportation Credit Balancing Fund) and Producer Location Adjustments at Plant Locations as listed in the FMO.

To establish current milk prices, we would subtract the current price per cwt as established above from the base price as established by FO7 for the month of March 2026. Price changes will occur when the cost of raw milk per hundred weight (cwt) **has changed by a full \$.15**. This represents a change in price per half-pint of \$.001.

BID RESPONSE FORM

| PRICING SHEET | | | | | | | | |
|--------------------------|--|--------------|----------|--------------|-----------|-------------|--------|-------------|
| MILK PRODUCTS – REGION 6 | | | | | | | | |
| | | | | Unit Price | X | Usage | = | Total Price |
| Item | Description | Package Unit | Bid Unit | Unit Price * | Usage | Total Price | | |
| 1. | Milk, Whole, Unflavored, Carton | 50 Ct | ½ pint | \$ | 61,273 | \$ | | |
| 2. | Milk, Skim, Unflavored, Carton | 50 Ct | ½ pint | \$ | 800 | | | |
| 3. | Milk, 1% Fat, Unflavored, Carton | 50 Ct | ½ pint | \$ | 1,399,413 | \$ | | |
| 4. | Milk, 1%, Flavored, Carton * * | 50 Ct | ½ pint | \$ | 3,004,754 | \$ | | |
| 5. | Milk, 1% Fat, Unflavored, Plastic Chub | 50 Ct | ½ pint | \$ | 329,461 | \$ | | |
| 6. | Milk, 1% Flavored, Plastic Chub * | 50 Ct | ½ pint | \$ | 1,979,347 | \$ | | |
| 7. | Buttermilk, 1% Fat | 9 Ct | ½ Gallon | \$ | 3,109 | \$ | | |
| 8. | Milk, Whole, 3.25%, Unflavored | 4 Gallons | 1 Gallon | \$ | 1,043 | \$ | | |
| 9. | Milk, 2 %, Unflavored | 4 Gallons | 1 Gallon | \$ | 62 | \$ | | |
| 10. | Cottage Cheese, 2%, (bid unit = one 5lb container) | 4 Tubs | 5 lb Tub | \$ | 5 | \$ | | |
| 11. | Sour Cream (bid unit = one 5lb container) | 4 Tubs | 5 lb Tub | \$ | 2,681 | \$ | | |
| 12. | Lactose Free, 1% Fat, Unflavored, Carton | 20 Ct | ½ pint | \$ | 7,050 | \$ | | |
| GRAND TOTAL | | | | | | \$ | _____. | |

- * Unit Price refers to the cost of the product including all applicable processing and warehousing costs. Bidder may enter Unit Price values four places to the right of the decimal, however Total Price entered must be rounded two places to the right of the decimal, or "to the penny."
- * * All flavors must be priced the same. Flavors to be selected after bid award. Flavored usage is the cumulative total usage of strawberry, chocolate and vanilla. Awarded bidder must offer at least chocolate and strawberry flavored fat free milk.

COMPANY NAME: _____

AUTHORIZED BIDDER'S SIGNATURE: _____ **DATE:** _____

VENDOR RESPONSE CHECKLIST

The following items are provided to assist bidders in ensuring all submission requirements are met. Vendors are encouraged to utilize this list, including addenda acknowledgement (if applicable), and include it with their bid submission. In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated. Submit: Original plus one (1) copy of the bid response:

_____ Completed/signed signature form - page 2

_____ Bid Response Pricing Sheet for Region 6 - page 24 (only if submitting a bid for region 6)

Questions and requests for clarification of the IFB must be submitted by email to swebb@mdek12.org. No later than Thursday April 8, 2026, at 5:00 p.m. Central Time. Copies of all questions submitted, and the responses, will be posted to the MDE website at www.mdek12.org under the Public Notices section and will be available to the public on April 14, 2026

Vendor’s bid response must be submitted no later than 9:00 a.m., Central Time Thursday, April 30, 2026.

TENTATIVE TIMELINE

| | |
|---|---|
| Start Date | |
| <ul style="list-style-type: none"> • First date of advertisement • Second date of advertisement | <p>March 9, 2026 March 16, 2026</p> |
| Pre Bid Conference | Monday March 30, 2026 at 9:00 a.m. |
| Deadline for submission of questions | April 8, 2026, by 5:00 p.m. |
| Deadline for question response posting | April 14, 2026, by 5:00 p.m. |
| Bidder submission deadline date and time | April 30, 2026, at 9:00 a.m. |
| Public opening date and time | April 30, 2026, at 9:30 a.m. |
| Bid evaluations complete | May 15, 2026 |
| Contract Intent to Award | May 18, 2026 |