



Child, Inc.
818 E. 53rd Street
Austin, TX 78751

Request for Proposal (RFP) for Food Products

June 1, 2023

Child, Inc. announces the opportunity for responsible bidders from the food industry to respond to the food products specifications valid for the period of **August 7, 2023 to July 19, 2024**, with the potential for contract renewal each year for up to four years. Upon signing of the contract, the successful vendor will be expected to sign a conflict-of-interest disclosure, payment policy, confidentiality notice, debarment or suspension status certification, and Child, Inc.'s waiver of liability.

Method of Award

All bidders wishing to respond to this bid period must do so by **4:00 PM CST on Friday, June 30, 2023** to the address below:

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The required bid response format is included in this document as a ***"Food Bid Acknowledgement Form"*** (page 3) and must be completed in its entirety for consideration. No e-mail or facsimile responses will be accepted. Each bid must be **sealed** and labeled on the outside of the package/envelope with ***"Food Products Bid."***

Bids that are submitted in a timely manner and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract will be awarded to the most responsive and responsible bidder with the lowest total extended costs.

- A "responsive bidder" will be able to meet the requirements described in this solicitation.
- A "responsible bidder" is willing and capable of furnishing the goods or services described in this solicitation.

Bids will be awarded on **Friday, July 14, 2023**. All bidders will be notified of bid acceptance in writing.

Evaluation of Bid

Bid responses will be evaluated and awarded based on the following criteria:

- Best price (lowest total unit price)
- Product quality
- Ability to meet descriptions AND delivery requirements
- Quantity availability
- Past history, if applicable OR past performance determined by references
- Small, minority, woman, and disabled veteran business



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- Availability of locally sourced products

Child, Inc. reserves the right to accept or reject any part, or all, of the bid you submit and to waive any irregularities and formalities. If all criteria contained within this document are met, successful bidders will be considered.

Late Bids

Regardless of cause, Child, Inc. shall not accept late proposals. Such proposals will automatically be disqualified from consideration. Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline.

Time is Central Standard Time as indicated on the designated clock at the Child, Inc. main office. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.



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A. Food Bid Acknowledgement Form

PLEASE NOTE: *This cover sheet must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind Respondent(s).*

| CHILD, INC. REQUEST FOR PROPOSAL (RFP): | |
|---|---|
| <u>RFP Response Due Date and Time:</u> | <u>Issue Date/Date of Award:</u> |
| June 30, 2023 at 4:00 PM CST | July 14, 2023 |
| ISSUING AGENCY INFORMATION: | |
| <p>Olga Korepova, Fiscal Controller Child, Inc. 818 E 53rd Street Austin, TX 78751 (512) 451-73611 Olga.Korepova@childinc.org</p> | |
| INSTRUCTIONS TO VENDORS: | |
| <u>Return Sealed Bids to:</u> | <u>Mark Face of Envelope/Package with:</u> |
| <p>ATTN: Olga Korepova Child, Inc. 818 E 53rd Street Austin, TX 78751</p> | <p>“Food Products Bid”</p> |
| VENDORS MUST COMPLETE THE FOLLOWING: | |
| <u>Vendor Name:</u> | <u>Title of Entity (e.g., corporation, LLC, etc.):</u> |
| <u>Vendor Address:</u> | <u>Vendor Phone Number:</u> |
| <u>Vendor E-mail Address:</u> | <u>Vendor Fax Number:</u> |



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Certification

The Respondent hereby certifies by submission and signature of this proposal that the Respondent complies fully with this Request for Proposal (RFP). In addition, the representative below is duly authorized to sign this proposal on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this **“Food Bid Acknowledgement Form”** represents complete and unconditional acceptance of the requirements, terms and conditions of this RFP and all appendices and any addendums released hereto.

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Signature)

(Date)



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B. Scope of Work

I. Storage & Transport of Items

Warehouse holding rooms should maintain optimal temperatures. Delivery trucks must be fully refrigerated fleet trucks and product drops must be HACCP-compliant.

Storage locations and transport vehicles must meet all safety standards for food storage under the City of Austin Food Establishment Rules.

Vendors should meet requirements for fresh products delivered to each location.

II. Communication & Support

Sales staff will provide on-site, phone, or e-mail/online ordering methods with e-mail/online confirmation of orders.

Individual customer service representative is expected to correctly take orders and handle any issues. Deliveries to each location should fall within the agreed upon delivery time/day/location.

The vendor should be able to meet customer quantity and quality needs as specified in orders. Vendor must be able to provide nutrition labels, ingredient lists, and CN labels (if applicable) on food items.

III. Substitutions of Product

Any vendors making substitutions of product must provide equal or better quality at bid price and should still meet original specifications.

IV. Termination of Service

Child, Inc. reserves the right to terminate a vendor who is awarded business but does not follow through with the listed requirements.



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C. Site Delivery List

The vendor will be expected to ensure that deliveries to Child, Inc.'s sites will be dropped off at the following five (5) locations (with the potential for a sixth site added at a later date during the 2023-2024 school year) on Wednesdays between the hours of 6:00 AM – 9:30 AM CST.

| Site Name | Site Address | City, State | Zip Code | Delivery Time | Telephone | Beginning Date of Service |
|-------------------|----------------------|-------------|----------|-------------------|--------------|---------------------------|
| Brodie | 8105 Brodie Ln. | Austin, TX | 78745 | 6:00 AM – 9:30 AM | 512-768-5400 | 8/9/2023 |
| Cedar Bend | 1808 Cedar Bend Dr. | Austin, TX | 78758 | 6:00 AM – 9:30 AM | 512-284-7464 | 8/9/2023 |
| Forbes | 2217 Forbes Dr. | Austin, TX | 78754 | 6:00 AM – 9:30 AM | 512-768-5397 | 8/9/2023 |
| Palomita | 4905 Maufrais Ln. | Austin, TX | 78744 | 6:00 AM – 9:30 AM | 512-243-8759 | 8/9/2023 |
| Rosewood Zaragosa | 2800 Webberville Rd. | Austin, TX | 78702 | 6:00 AM – 9:30 AM | 512-472-2836 | 8/9/2023 |
| South Austin | 2508 Durwood St. | Austin, TX | 78704 | 6:00 AM – 9:30 AM | 512-584-7770 | 8/9/2023 |
| TBD | TBD | Austin, TX | TBD | 6:00 AM – 9:30 AM | TBD | TBD |

The above site information can also be downloaded in an Excel format using the following hyperlink:

[Child, Inc. Food Bid Site List 2023-2024.](#)



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D. Food Product Specification Requirements

I. Food Products Bid & Instructions

To enable Child, Inc. to determine the capabilities of a vendor to provide the supplies and/or perform the services specified in the RFP, the vendor shall respond to the following regarding its ability to meet Child, Inc. requirements or proposals will be rejected:

1. Unit Price

- a. Comment section can be used to indicate pack sizes or bid units that differ from the requested quantities, only if requested quantities are not feasible

2. Nutrition Facts information or Nutrition Facts labels on all products

- a. Bids will be evaluated on a per line-item basis. This is a mandatory requirement. Vendors who fail to meet this requirement will be rejected.
- b. The nutrition information provided must match the serving size of the item.
- c. The response, "(VENDOR'S NAME) UNDERSTANDS AND WILL COMPLY," is not appropriate for this section.

The food product specifications can be downloaded in an Excel format using the following hyperlink:

[Child, Inc. Food Product Specifications for Bid 2023-2024](#)

*** Items marked WGR (whole-grain-rich) must meet the Child Nutrition program regulations meeting 100% whole-grain or 51% whole-grain-rich item.**

*** Dry Cereal and Yogurt must meet the Child Nutrition program regulations.**

- ❖ *Dry, ready to eat cereal cannot contain more than 6 grams of sugar per dry ounce serving.*
- ❖ *Yogurt cannot contain more than 23 grams of sugar per 6 oz serving. 1 serving equals 4-6 ounces and must credit as 1oz. meat/meat alternate. 1 serving (4-6 oz.) must meet the following standards:*
 - ≤ 200 calories per serving
 - ≤ 200 mg sodium per serving
 - Fat content is ≤ 35 percent of calories per serving
 - Sugar is \leq to 35 percent of weight from total sugars per serving
 - Must contain 10% of daily value (DV) of calcium per serving

II. Yearly Estimated Quantity

The total quantity specified is based on anticipated usage. The estimate of orders for each item is not guaranteed and Child, Inc. is not obligated to request these or any other amounts.



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E. Execution/Signature of Bid

Distributor's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the prices quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation.

I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract.

I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and Child, Inc.

I understand that each delivery will be inspected by a representative of Child, Inc. and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference as soon as possible or when requested.

The undersigned hereby offers to provide food products as specified in this bid starting on August 7, 2023, and ending on July 19, 2024.



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I (We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of

_____ and that the information contained herein is true
(Name of Distributor)

and correct to the best of my knowledge and belief.

No employee of Child, Inc., directly or indirectly, benefits from any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and Child, Inc.

I understand that Child, Inc. reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

_____ *(Printed Name of Authorized Representative)* _____ *(Title of Authorized Representative)*

_____ *(Signature)* _____ *(Date)*



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F. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Distributor Name: _____

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Signature)

(Date)