



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

Request for Proposal (RFP) for Milk

June 9, 2025

Child, Inc. (Head Start and CACFP grantee) announces the opportunity for responsible bidders from the food industry to respond to the milk specifications valid for the period of **August 4, 2025, to July 17, 2026**, with the potential for contract renewal each year for up to four years.

Child Inc.'s procurement procedures are designed to be in full compliance with all applicable federal, state, and local regulations, including but not limited to 2 CFR § 200.318-326 and 7 CFR § 226.22. Child, Inc. conducts analyses to avoid the purchase of unnecessary or duplicative items and will consolidate or break out procurements to obtain a more economical purchase.

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.

A. Method of Award

All bidders wishing to respond to this bid period must do so by **4:00 PM CST on Friday, July 7th, 2025**, at which time sealed bids will be opened at the address below:

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

The required bid response format is included in this document as a "Milk Bid Acknowledgement Form" 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 "Milk Bid."

Bids submitted in a timely manner will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract will be awarded to the responsible offeror whose proposal is **most advantageous** to Child, Inc., with price and other factors considered.

A "responsive bidder" is one who can meet the requirements described in this solicitation. A "responsible bidder" is one who is willing and capable of furnishing the goods or services described, with consideration given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Proposals will be awarded on **Friday, July 21st, 2025**. All bidders will be notified of bid acceptance in writing.



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

B. Evaluation of Bid

Proposals will be evaluated by a selection committee using a best-value methodology. The following criteria will be used to select the most advantageous proposal:

- **Price (40%):** The overall cost of the goods as proposed.
- **Product Quality (20%):** The quality of products offered and their ability to meet the detailed specifications.
- **Ability to Meet Delivery and Service Requirements (15%):** Demonstrated ability to meet all delivery schedules, ordering procedures, and service requirements outlined in the Scope of Work.
- **Past Performance (15%):** Past history with Child, Inc., if applicable, or performance determined by provided references.
- **Special Considerations (10%):**
 - Status as a small, minority, woman, or disabled veteran-owned business enterprise.
 - 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.

C. General Terms and Conditions

- **Ethical Standards:** Child, Inc. maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in contract administration. No employee, officer, or agent may participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Furthermore, officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Violations of these standards may result in disciplinary action. Vendors are required to certify that no employee has a material financial interest in the contract.
- **Record Keeping:** Child, Inc. will maintain all records sufficient to detail the history of this procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- **Affirmative Action:** Child, Inc. takes affirmative steps to ensure that minority businesses, women's business enterprises, and small businesses are utilized when possible. These steps include placing such businesses on solicitation lists, soliciting them as potential sources, dividing



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

requirements into smaller tasks when feasible, establishing encouraging delivery schedules, and using the services of organizations like the Small Business Administration.

- **Termination for Cause and Convenience:** Child, Inc. reserves the right to terminate a contract for cause if the vendor fails to comply with the listed requirements and does not remedy non-compliance issues within thirty (30) days of written notice. Child, Inc. may also terminate the contract for its convenience with 30 days' written notice. The contract may also be terminated due to circumstances beyond the control of either party.
- **Penalties for Non-Compliance:** Child, Inc. reserves the right to impose penalties for non-compliance , which may include financial penalties for late deliveries or non-compliant products , requirements to replace products , and in cases of repeated non-compliance, requiring the vendor to secure a performance bond.
- **Required Federal Provisions:** The final contract will include all applicable provisions required by federal regulations, including but not limited to certifications for Clean Air and Water, Drug-Free Workplace, and Equal Employment Opportunity.
- **Pricing and Discounts:** Unit pricing is to be provided for the requested pack size/bid unit. Bidders should clearly state any applicable discounts (e.g., prompt payment) in their proposal.



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

A. Milk 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>
July 7th, 2025 at 4:00 PM CST	July 21st, 2025
ISSUING AGENCY INFORMATION:	
Olga Korepova, Fiscal Controller Child, Inc. 818 E 53rd Street Austin, TX 78751 (512) 451-73611 Olga.Korepova@childinc.org	
INSTRUCTIONS TO VENDORS:	
<u>Return Sealed Bids to:</u>	<u>Mark Face of Envelope/Package with:</u>
ATTN: Olga Korepova Child, Inc. 818 E 53rd Street Austin, TX 78751	"Milk Bid"
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>



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

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 "**Milk 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)



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

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.



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

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 9 locations (with the potential for a 10th site added later during the 2025-2026 school year) on Tuesdays between the hours of 6:00 AM – 11:00 AM CST.

Site Name	Site Address	City, State	Zip Code	Delivery Time	Telephone	Beginning Date of Service
American Youth Works (AYW)	1901 E. Ben White Blvd	Austin, TX	78741	6:00 AM – 11:00 AM	512-744-1919	8/4/2025
Brodie	8105 Brodie Ln.	Austin, TX	78745	6:00 AM – 11:00 AM	512-768-5400	8/4/2025
Cedar Bend	1808 Cedar Bend Dr.	Austin, TX	78758	6:00 AM – 11:00 AM	512-284-7464	8/4/2025
Fountain Plaza	825 E. 53rd 1/2 Street	Austin, TX	78751	6:00 AM – 11:00 AM	512-451-0621	8/4/2025
Ortega	1135 Garland Ave, Bldg B	Austin, TX	78721	6:00 AM – 11:00 AM	512-928-8070	8/4/2025
Overton	7201 Colony Loop Dr	Austin, TX	78724	6:00 AM – 11:00 AM	TBD	8/4/2025
Forbes	2217 Forbes Dr.	Austin, TX	78754	6:00 AM – 11:00 AM	512-768-5397	8/4/2025
St. James	1941 Webberville Rd	Austin, TX	78721	6:00 AM – 11:00 AM	512-768-5401	8/4/2025
Rodriguez Elementary	4400 Franklin Park RD	Austin, TX	78744	6:00AM-11:00AM	5127685390	8/4/2025

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

[Child, Inc. Milk Bid Site List 2025-2026](#)



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

D. Non-Compliance and Penalties

Child, Inc. reserves the right to impose penalties or terminate the contract if the vendor fails to comply with the terms and conditions outlined in this RFP. Non-compliance may include, but is not limited to, the following:

- a) Delivery Failures: Failure to deliver the specified products within the agreed-upon delivery schedule.
- b) Quality Issues: Delivery of products that do not meet the quality standards or specifications outlined in this RFP.
- c) Documentation: Failure to provide necessary documentation such as nutrition labels, ingredient lists, or compliance certifications.
- d) Communication: Inadequate response to communication regarding orders, issues, or customer service inquiries.
- e) Substitution without Approval: Substituting products without prior approval from Child, Inc.
- f) Storage and Transport: Non-compliance with storage and transport requirements, including HACCP standards and City of Austin Food Establishment Rules.

I. Penalties for Non-Compliance may include:

- 2) Financial Penalties:
 - a) Late Delivery: A penalty of \$100 per day for each day beyond the agreed delivery date.
 - b) Non-Compliant Products: A penalty of 10% of the order value for any products that do not meet the specified quality standards.
 - c) Lack of Documentation: A penalty of \$50 per missing or incorrect document required by the RFP.
- 2) Replacement of Non-Compliant Products:
 - a) The vendor must replace any non-compliant products within 24 hours at no additional cost to Child, Inc. Failure to replace them within the specified time may incur an additional penalty of \$200 per day.
- 3) Contract Termination:
 - a) Child, Inc. reserves the right to terminate the contract if the vendor fails to remedy non-compliance issues within a specified period (e.g., 30 days) after receiving written notice. In the event of contract termination, Child, Inc. may seek an alternative vendor, and the original vendor will be liable for any additional costs incurred.
- 4) Legal Action:
 - a) Child, Inc. reserves the right to pursue legal action for any significant breaches of contract that result in financial loss or reputational damage.
- 5) Performance Bonds:
 - a) In the case of repeated non-compliance, Child, Inc. may require the vendor to secure a performance bond to ensure future compliance with the contract terms.

Notice and Remedy: Child, Inc. will provide written notice of any non-compliance and allow the vendor a specified timeframe (e.g., 7 days) to remedy the issue. If the vendor fails to address non-compliance within this period, the specified penalties will be enforced.



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

E. Milk Specification Requirements

I. Milk 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 for requested pack size/bid unit

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

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

[Child, Inc. Milk Specifications for Bid 2025-2026](#)

** Please contact nutrition@childinc.org for a copy of the specifications if experiencing issues with the hyperlink.*

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.



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

F. 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 4, 2025, and ending on July 17, 2026.



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

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)



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

G. 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 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 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)