



Charleston Orphan House, Inc.  
d/b/a Carolina Youth Development Center  
5055 Lackawanna Blvd.  
North Charleston, SC 29045

## Request for Proposals (RFP) Description: Prime Vendor – Food Supplier

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Date Issued: 02/9/2021

Submit Proposals By: 02/26/2021

Submit Proposals via Email to: Lyndsey Marchman, Director of Quality Improvement  
[lyndsey.marchman@cydc.org](mailto:lyndsey.marchman@cydc.org)

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### I. GENERAL INFORMATION

#### A. Introduction & Purpose

Charleston Orphan House, Inc. d/b/a Carolina Youth Development Center (CYDC) is seeking Proposals for a prime vendor to provide food products to be served as part of its food services program. For the purposes of this document all eligible vendors shall be referred to as “Potential Vendors” and the “Vendor” shall refer to the organization whose proposal is successful.

CYDC operates a residential group home which includes food service for 20-50 youth per day. CYDC participates in the National School Lunch Program, the National School Breakfast Program and the Afterschool Snack Program. The estimated annual amount for purchases made under this contract is \$50,000. **This estimate does not in any way constitute a guarantee by CYDC of any specific purchase amount.**

**Buy American:** Participants in the National School Lunch Program are required to purchase domestic products for school meals to the maximum extent practicable. Section 12(n) of the National School Lunch Act (NSLA) defines a “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using

domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume

**B. Eligible Organizations**

Any private for-profit, private non-profit, or public entity that is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any state or federal agency is eligible to respond to this request. Businesses must have a valid business license. Vendor must be capable of submitting an invoice for products purchased on a monthly basis.

**II. INSTRUCTIONS FOR POTENTIAL VENDORS**

**A. Materials to be Submitted**

All Potential Vendors shall submit a completed Appendix A, including any relevant attachments, according to the instructions in Paragraph (B), below. The completed Appendix A and all relevant attachments shall be referred to in this document as “Proposals.”

Proposals must include a detailed breakdown of price (unit cost, shipping/handling, and estimated taxes) and any applicable discounts by quantity of items quoted OR overall discount for purchase of all items. Proposals must also contain details as to special order fees, minimum delivery quantities and/or charges, shipping schedules, payment terms, discounts and any additional relevant information.

Proposals must be signed by a party authorized to represent the Potential Vendor. Validated digital signatures are acceptable.

**B. Deadline for Receipt of Proposals**

An electronic copy of the Proposal must be sent via email to [lyndsey.marchman@cydc.org](mailto:lyndsey.marchman@cydc.org) no later than **5:00 pm EST on Friday, February 26, 2021**. The file format of the Proposal must be a PDF. The subject line of email in which the Proposal is submitted must read “Request for Proposal: Prime Vendor – Food Supplier”. Late Proposals will not be accepted. CYDC reserves the right to determine the timeliness of all Proposal submissions. It is recommended that Potential Vendors submit Proposals using a Read Receipt and Delivery Receipt. Offer must be submitted in English and in US dollars.

Potential Vendors may withdraw their Proposals by submitting a written withdrawal request via email to [lyndsey.marchman@cydc.org](mailto:lyndsey.marchman@cydc.org) prior to the deadline for the receipt of Proposals. The subject line of the withdrawal email must read “Request for Proposal: Prime Vendor – Food Supplier Withdrawal.”

Proposals must be valid for 90 days from the closing of the RFP on February 26, 2021.

CYDC reserves the right to extend the submission deadline. Potential Vendors have the right to revise their proposals in the event the deadline is extended. If an extension is made, CYDC will post the extension as an Amendment on its website ([cydc.org](http://cydc.org)).

**C. Deadline for Questions**

All questions should be directed only to [lyndsey.marchman@cydc.org](mailto:lyndsey.marchman@cydc.org). Questions regarding this RFP must be submitted via email by **5:00 pm EST on Wednesday, February 17, 2021** with the subject line “Request for Proposal: Prime Vendor – Food Supplier Question.” Questions should be contained in the body of the email and may not be included as attachments. No questions or requests for additional information will be accepted after the date and time specified. Responses to questions, if received, will be posted as an amendment to the RFP CYDC’s website ([cydc.org](http://cydc.org)) by 5:00 pm EST on Friday, February 19, 2021. There will be no pre-proposal conference or site visit.

**D. Timeline**

RFP Released	February 9, 2021
Deadline for Questions	February 17, 2021
Deadline for CYDC to Issue Amendment	February 19, 2021
Proposal Due Date	February 26, 2021
Proposal Evaluations Completed	March 12, 2021
Award Announced	March 15, 2021
Contract Start Date	April 1, 2021

**III. GENERAL PROPOSAL CONDITIONS**

- A. All costs of Proposal preparation shall be borne by the Potential Vendor. CYDC shall not, in any event, be liable for any expenses incurred by the Potential Vendor in the preparation and/or submission of a Proposal.
- B. Potential Vendors should include their best terms and conditions. Submission of a Proposal shall constitute a firm and fixed offer to CYDC that will remain open and **valid for a minimum of 90 days** from the proposal submission deadline.
- C. Nothing contained in this RFP shall create any contractual relationship between any Potential Vendor and CYDC. Selection of Potential Vendor’s Proposal is not an acceptance of the terms and conditions included in the Proposal.
- D. CYDC reserves the right to withdraw this RFP at any time without prior notice. CYDC makes no representation that any contract will be awarded to any Potential Vendor responding to this RFP. CYDC reserves the right to reject any or all Proposals. CYDC reserves the right to determine that the RFP is a “failed competition” and/or that there are not a sufficient number of satisfactory Proposals to select a Proposal. In that case, CYDC may reissue the RFP to get additional Proposals or award the contract on a sole source basis.
- E. CYDC reserves the right to verify the information in the Proposal. If the Potential Vendor knowingly or willfully submits false information, CYDC reserves the right to reject its Proposal. If it is determined that the contract was awarded as a result of false data submitted in response to this RFP, CYDC reserves the right to terminate the contract.

#### IV. SCOPE OF WORK

##### A. **Contract Term**

It is anticipated that one (1) Vendor will be selected. The initial period of the agreement shall be from April 1, 2021 – June 30, 2022, with up to four one-year renewals. If renewals are granted, the start dates will be July 1 – June 30. CYDC may terminate the contract for any reason with 30 days written notice to Vendor. Vendor may terminate the contract for any reason with 90 days written notice to CYDC. A minimum of 90 days' notice is necessary to allow CYDC to initiate an RFP process to replace the existing contract.

##### B. **Product List**

The Product List in Appendix A lists the products CYDC is seeking, including any required serving sizes and any notes regarding product specifications. If a product that does not meet the required serving size or product specifications listed, the product should clearly be labeled "ALTERNATIVE" in the Potential Vendor Notes column. If an item is not labeled as "ALTERNATIVE," CYDC will assume that the item specified is to be furnished.

**All products offered must include a CHILD NUTRITION LABEL and must comply with the Buy American standard (7 CFR 210.21(d)).** Vendor agrees to provide Product Specification Sheets, Child Nutrition Labels, Certifications of Domestic Origin, and Nutrient Data Sheets on products provided upon the request of CYDC.

##### C. **Pricing Method**

The Firm Price method shall be used for all items in the Product List in Appendix A. The Proposal should include, where applicable, shipping, delivery, taxes, and other related costs. All Firm Prices will be held for the entire length of the initial contract. Any modifications to Firm Prices must be made at annual contract renewal. The intent to modify Firm Prices must be submitted in writing to CYDC 30 days prior to the annual contract renewal date.

##### D. **Ordering Procedures**

CYDC utilizes a four-week menu cycle and expects to place orders and receive deliveries on a weekly basis. The product list in Appendix A represents items that **may** be purchased by CYDC during the four-week cycle and may or may not be indicative of a regular order. Proposals will be used by CYDC for price comparison purposes. Actual orders may include these items or other food items as needed. Products not listed in this Proposal will be subject to pricing agreed upon by both parties. CYDC reserves the right to change its menus or menu cycle to best accommodate the needs of its resident youth.

**Nothing in this RFP shall be construed to constitute a guarantee to purchase any of these items and/or to purchase any quantity or amount of food.**

Vendor and CYDC shall each designate a representative that may be contacted should issues arise. Vendor shall provide contact information for its designated representative upon notice that its Proposal has been selected.

CYDC expects 97% of orders to be filled without shortages, outages or substitutions. If an item is temporarily out of stock, the vendor may deliver an equal or superior product at an equal or lower price with prior approval of the assigned CYDC representative. The CYDC representative must have 24 hours' notice to approve any substitutions. If the Vendor fails to delivery any item ordered within the prescribed timeline, CYDC reserves the right to purchase the product on the open market.

Any substitution must comply with the Buy American Standard, unless an exception is approved by the assigned CYDC representative. To be considered for an alternative or exception, the request must be submitted in writing to the CYDC representative, a minimum of 24 hours in advance of delivery. The request must include the:

- a. Alternative substitute(s) that are domestic and meet the required specifications;
- b. Price of the domestic food alternative substitute(s); and
- c. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- d. Reason for exception: limited/lack of availability or price (include price):
  - a. Price of the domestic food product; and
  - b. Price of the non-domestic product that meets the required specification of the domestic product.

Vendor will remit written invoices after the delivery of orders. CYDC will remit payment of undisputed invoices within 30 days of receipt.

CYDC's intent is to purchase all items from one vendor. However, CYDC reserves the right to purchase by item based on cost/reasonableness/technical specifications quoted.

**E. Shipping Locations**

Products will be shipped either or both of CYDC two locations. Delivery schedules for the site(s) will be mutually agreed upon between the assigned representatives of each organization. Vendor will ensure that its Proposal reflects potential shipping to either location.

Carolina Youth Development Center  
5055 Lackawanna Blvd.  
North Charleston, SC 29045

CYDC Callen-Lacey Center for Children  
437 Gaillard Road  
Moncks Corner, SC 29461

**V. EVALUATION PROCESS**

**A. Evaluation Criteria**

<b>Criteria</b>	<b>Points</b>
Price	45
Products meets specifications provided	20
Ability to ensure compliance with Child Nutrition Certification and Buy American regulations	20
Delivery terms and conditions	10
Experience/history with providing services described	5
	<b>100</b>

**B. Proposal Selection**

Upon completion of the evaluation of Proposals, CYDC shall negotiate with the Potential Vendor whose Proposal receives the highest score using the evaluation criteria. Contract award is contingent upon CYDC and the Vendor reaching mutually agreeable terms. All Potential Vendors who have submitted Proposals will be notified when a contract has been agreed to.

**VI. STANDARD TERMS & CONDITIONS**

**A. Food Laws**

Vendor shall operate in accordance with applicable laws, ordinances, regulations, and rules of federal, state, and local authorities. Upon request from CYDC, the vendor shall provide (1) letter of guarantee of compliance with food laws, (2) latest facility inspection forms and comments from applicable federal, state, and local agencies, and (3) procedures for food safety and sanitation, including procedures used for product holds or recalls.

**B. Insurance**

Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance in the amount of \$1,000,000, Workers Compensation Insurance in the amount of \$1,000,000, and Automobile Liability Insurance in the amount of \$1,000,000. A Certificate of Insurance issued by the vendor's insurance carrier shall be provided before commencement of this agreement.

**C. Certification Regarding Debarment or Suspension**

By submitting a Proposal the Potential Vendor certifies to the best of its knowledge and belief that:

1. The Potential Vendor and/or any of its Principals:
  - a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;

- b. Have not, within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - c. Are not presently indicted for, or otherwise criminally or civilly charge by a governmental entity with, commission of any of the offenses enumerated in Paragraph (b), above.
2. The Potential Vendor has not, within a three-year period preceding the offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

Principals for the purpose of this certification means officials, directors, owners, partners and persons having primary management or supervisory responsibilities within the business entity.

Vendor shall provide CYDC immediate written notice if, at any time prior to the contract execution, Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## **APPENDIX A**

*Potential Vendors should use as much space as needed to fully and completely answer the questions below. The spacing of questions in Appendix A is not intended to demonstrate an expected answer length.*

Company Name:

Company Address:

Contact Name:

Contact Email:

Contact Phone:

1. Company description and years of service:
2. Please describe your company's experience providing services of the type described in the scope of work, including a list of similar contracts held.
3. Please provide three references for similar services provided. For each reference, please provide the following information: Company Name, Company Address, Contact Name and Contact Email Address.
4. Please describe how your company will ensure that its products meet Child Nutrition Certification and Buy American standards, as required by USDA programs.
5. Please provide a description of procedures, including, but not limited to: delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services and sales staff.



6. Identify any requirements listed in this RFP that cannot be fully met.
  
7. Please complete the Product List (Firm Price). If different product is proposed than what is shown on the Product List, then those products should be clearly marked as "ALTERNATIVE."

\_\_\_\_\_  
Potential Vendor Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Potential Vendor Authorized Representative Printed Name

\_\_\_\_\_  
Potential Vendor Authorized Representative Title

PRODUCT LIST									
A	B	C	D	E	F	G	H	I	J
Cat	Item	Product Specifications	Required Serving Size	Est Monthly Qty Needed	Qty per Unit	Unit Type	Cost per Unit	Est. Monthly Cost	Potential Vendor Product Specification Notes
F/V	Apple	Fresh, Grade 1	1 apple = 1/2 C	432 apples					
F/V	Apples	Canned	n/a	64 oz. / 8 cups					
F/V	Baked Beans	Canned	n/a	384 oz. / 48 cups					
F/V	Banana	Fresh, Grade 1	1 Banana = 1 C	432 bananas					
F/V	Broccoli	Frozen	n/a	320 oz. / 40 cups					
F/V	Cabbage	Fresh, Grade 2	n/a	128 oz. / 16 cups					
F/V	Carrots	Frozen	n/a	672 oz. / 84 cups					
F/V	Carrots, Baby	Fresh, Grade 1	n/a	512 oz. / 64 cups					
F/V	Celery	Fresh, Grade 1	n/a	272 oz. / 34 cups					
F/V	Corn	Frozen	n/a	320 oz. / 40 cups					
F/V	Fries, Oven Baked	Frozen	n/a	448 oz. / 56 cups					
F/V	Fruit Cups, assorted flavors	Plastic Cup	4 oz. per cup	448 cups					
F/V	Fruit Juice, assorted flavors	Beverage	4 oz. per carton	1,728 cartons					
F/V	Green Peas	Frozen	n/a	384 oz. / 48 cups					
F/V	Lettuce (Romaine)	Fresh	n/a	512 oz. / 64 cups					
F/V	Onions	Fresh, Grade 2	n/a	288 oz. / 36 cups					
F/V	Orange	Fresh, Grade 1	1 orange = 1/2 C	432 oranges					
F/V	Peppers, Bell	Fresh, Grade 2	n/a	96 oz. / 12 cups					
F/V	Pinto Beans	Canned	n/a	128 oz. / 16 cups					
F/V	Potatoes, Mashed	Dry	n/a	384 oz. / 48 cups					
F/V	String Beans	Frozen	n/a	512 oz. / 64 cups					
F/V	Sweet Potato	Fresh, Grade 2	n/a	128 oz. / 16 cups					
F/V	Tomato, Grade 1	Fresh	n/a	3,840 oz. / 480 cups					
F/V	Tomato	Canned	n/a	256 oz. / 32 cups					
F/V	Tots, Oven Baked	Frozen	n/a	192 oz. / 24 cups					

F/V	Yam	Fresh, Grade 2	n/a	192 oz. / 24 cups					
G	Bagel	Whole Grain, Frozen	2 oz.	64 bagels					
G	Biscuit	Whole Grain, Frozen	2 oz.	128 biscuits					
G	Blueberry Muffin	Whole Grain, Frozen	2 oz.	64 muffins					
G	Bread, Sliced	Whole Grain, Frozen	1 oz. per slice	224 slices					
G	Bun, Hamburger	Whole Grain, Frozen	2 oz.	128 buns					
G	Bun, Hot Dog	Whole Grain, Frozen	1 oz.	32 buns					
G	Bun, Slider	Whole Grain, Frozen	1 oz.	32 buns					
G	Cereal (Assorted)	Dry, Whole Grain	1 oz. boxes	192 boxes					
G	French Toast	Frozen, Whole Grain	2 oz.	64 servings					
G	Garlic Bread	Frozen, Whole Grain	2 oz.	32 servings					
G	Granola Bars	Dry	1.5 oz.	448 bars					
G	Oatmeal	Dry	1.5 oz. packets	192 packets					
G	Pancakes	Frozen, Whole Grain	1.5 oz. each	128 pancakes					
G	Pasta, Penne	Dry, Whole Grain	n/a	512 oz. / 64 cups					
G	Pasta, Spaghetti	Dry, Whole Grain	n/a	512 oz. / 64 cups					
G	Pasta, Lasagna	Dry, Whole Grain	n/a	384 oz. / 48 cups					
G	Rice, Brown	Dry	n/a	256 oz. / 32 cups					
G	Rice, White	Dry	n/a	256 oz. / 32 cups					
G	Rice, Spanish	Dry	n/a	256 oz. / 32 cups					
G	Roll	Whole Grain, Frozen	1 oz.	704 rolls					
G	Roll, Sub	Whole Grain, Frozen	2 oz.	64 rolls					
M/MA	Beef, ground	Frozen	n/a	384 oz. / 48 cups					
M/MA	Beef, patty	Frozen	3 oz.	48 patties					
M/MA	Cheese, sliced	Fresh	1 oz.	176 slices					
M/MA	Cheese, shredded	Fresh	n/a	192 oz.					
M/MA	Chicken, breast	Frozen	2 oz.	144 breasts					
M/MA	Chicken, nuggets	Frozen	.4 oz per nugget	240 nuggets					
M/MA	Chicken, patty	Frozen	2 oz.	32 patties					
M/MA	Chicken, tenders	Frozen	n/a	6 lbs.					

M/MA	Chicken, wings	Frozen	.4 oz per wing	160 wings					
M/MA	Corn Dogs	Frozen	1 oz.	32 corn dogs					
M/MA	Egg, Large	Fresh	n/a	256 eggs					
M/MA	Fish (Tilapia)	Frozen, Fillets	3 oz.	48 fillets					
M/MA	Ham, Sliced	Frozen	3 oz.	32 slices					
M/MA	Ham, Deli Meat	Fresh	n/a	10 lbs.					
M/MA	Hot Dog	Frozen	2 oz.	32 hot dogs					
M/MA	Meatballs	Frozen	n/a	13 lbs.					
M/MA	Meatloaf	Frozen	n/a	6 lbs.					
M/MA	Pork, chop	Frozen	3 oz.	16 chops					
M/MA	Pork, pulled	Frozen	n/a	6 lbs.					
M/MA	Salisbury Steak	Frozen	3 oz.	32 steaks					
M/MA	Sausage, Italian	Frozen	2 oz.	16 sausages					
M/MA	Turkey, Deli Meat	Fresh	n/a	10 lbs.					
M/MA	Turkey Bacon	Frozen	1 oz.	128 pieces					
M/MA	Turkey Sausage, patty	Frozen	1 oz.	128 patties					
M/MA	Yogurt, Assorted flavors	Dairy, Plastic cup	4 oz.	192 cups					
Other	Gravy	Canned	n/a	160 oz. / 20 cups					
Other	FF/1% Milk	Dairy	8 oz. per carton	672 cartons					
Other	FF/1% Chocolate Milk	Dairy	8 oz. per carton	672 cartons					
Other	Dressing, Honey Mustard	Dry	n/a	320 oz. / 40 cups					
Other	Dressing, Ranch	Refrigerated	n/a	320 oz. / 40 cups					
Other	Jelly	Dry	2 oz. packets	192 packets					
Other	Ketchup	Dry	n/a	320 oz. / 40 cups					
Other	Margarine	Refrigerated	2 oz. packets	192 packets					
Other	Mayonnaise	Dry	n/a	320 oz. / 40 cups					
Other	Mustard, Yellow	Dry	n/a	320 oz. / 40 cups					
Other	Sauce, BBQ	Dry	n/a	320 oz. / 40 cups					
Other	Syrup	Dry	2 oz packets	128 packets					
<b>ESTIMATED Monthly Total:</b>									

