



Request for Proposal

RFP # 23-049

Food Hub Support – Farmer & Partner Aggregation

Wake County, North Carolina
P.O. Box 550
Raleigh, North Carolina 27602

Proposals are due by June 29, 2023 before
3:00 pm local time.

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1 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from a qualified Food Hub/Aggregator to increase equitable market access for producers through increased sales in Wake County to meet higher demands for local produce and farm products from institutions, organizations, and restaurants.

Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 Project Overview

1.2.1. County Overview

Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is estimated at over one million residents with 12% of the population identified as food insecure. As a rapidly growing region, Wake County has the opportunity to serve as a market center for regional farm products through our vibrant restaurant network, area food banks, smart start centers, hospitals, and institutions.

1.2.2 Equity Approach

The Food Hub Feasibility Study (Attachment A) conducted by Community Food Lab and Seeds of Change Consulting was tasked with answering the following question: “What strategic investments in local food aggregation and distribution will best enhance and expand our local food supply chain while growing equity for BIPOC communities and increasing effectiveness for emergency food distribution?” The study utilized a BIPOC Advisory Council, compensated for their time and knowledge, as well as key interviews, a farmer survey, and research into viable models deployed elsewhere.

Outlined in the plan are strategies and measurables to implement and track the impact of an equity focused food hub model. Participating partners must highlight ways in which their organization is currently working from an equity centered perspective as well as ways in which they intend to utilize funding to enhance or further this mission.

1.2.3 Need

In March 2023 the Wake County Board of Commissioners approved over \$7.5 million dollars of American Rescue Plan funds to support food security, placing priority on strategies that build economic opportunities, improve the health of our citizens, and support the vibrant farm community in Wake and the surrounding regions. Key to the success of the plan is a strong aggregation and distribution network to increase sales of locally produced food that benefit a diverse population. Currently small and medium farms are not able to partner with larger institutions because of scale and profitability. Aggregating from small to medium farms will allow farmers to access new markets and

provide a source of nutrient dense foods to our area partners and businesses. In 2021 Wake County Cooperative Extension funded a Food Hub Feasibility Study to assess barriers to our current food system.

As part of the Wake County Smart Start Pilot, we expect 10 Child Care Centers to buy about 4,000 pounds of fresh food per month.

Based on market analysis and producer and distributor feedback, the following key needs were identified:

- a) scaled up storage and transportation, especially cold storage to store larger amounts of produce without a decrease in quality,
- b) increased staffing to operate vehicles and warehouses,
- c) proper training and education for said staff,
- d) Streamlined purchasing logistics for institutional buyers.

1.2.4 Funding Available

The County has \$874,500 in American Rescue Plan dollars dedicated to food hub aggregation and support programs. Funding is available for three years and applicants should indicate timeline of funding use within their application. Applicants to this RFP are eligible to submit proposals to cover staffing and equipment to support scaling of operations.

a) Equipment Support

Funding is intended for purchasing of equipment and vehicles to support scaling of operations, such as freezers, coolers, or refrigerated trucks. The following funding amounts are available based on the model of the applicant:

- 1) Sole Enterprises: For organizations applying independently, not in collaboration with other organizations.

Maximum award amount per Proposal: \$125,000.00

- 2) Cooperative/Collaborative Applications: For organizations applying on their own behalf and in collaboration with at least one other organization, to meet the Scope of Services through a Memorandum of Understanding.

Maximum award amount per Proposal: \$300,000.00

b) Staffing Support

Funding is intended to support new positions or expanded hours for current positions. Positions must support operation-scaling, such as warehouse staff or delivery drivers. The following funding amounts are available based on the model of the applicant.

- 1) Sole Enterprises:

Maximum award amount per applicant: \$110,000.00

- 2) Cooperative/Collaborative Applications:

Maximum award amount per applicant: \$250,000.00

1.2.5 Equipment Policy

The County will provide funds for the purchase of equipment upon receipt and approval of multiple quotes from qualified vendors. All equipment purchases are subject to ARPA restrictions and guidelines. This applies to all purchases of furniture, fixtures, equipment in excess of \$1,000. Equipment purchases must be made in accordance with an approved budget. Provider must maintain a separate log (Attachment A) reflecting equipment purchased with grant funds and the equipment must be properly tagged for inventory purposes. Title to furniture, fixtures, and equipment costing in excess of \$1,000 per item acquired by the Provider with grant funds shall vest in the Provider, subject to the following conditions:

- a) The Provider shall use the furniture, fixtures, and equipment in the project or program for which it was acquired as long as needed. When furniture, fixtures, and equipment are no longer needed for the project or program or if operations are discontinued or at the termination of this Contract, the Provider shall notify Wake County and receive written instructions regarding disposition of furniture, fixtures, and equipment.
- b) For furniture, fixtures, and equipment costing in excess of \$1,000 per item, equipment controls, and procedures must be in place to safeguard the assets.

1.2.6 Staffing Policy

An initial payment equal to 6 weeks of project staff costs may be provided, and then staffing costs will be provided on a reimbursement basis, dependent on receipt of required documentation including time and attendance records, payroll periods, payment rate and a brief description of the services provided.

1.2.7 Training & Support

Wake County Cooperative Extension supports local foods, food access, and farmer development. Support for Proposers will include hosting buyer/farmer meet ups to facilitate connections between producers, aggregators, and buyers, as well as facilitating best practices sharing for aggregators to optimize logistics and improve equitable sourcing.

Additionally, Wake County in partnership with the Soil and Water Department and surrounding county extension offices will support farmers in building their capacity to meet current market needs. Our office would coordinate regularly to help farmers adapt models to best meet the needs of aggregators and improve overall farm sustainability within Wake County and the surrounding region.

1.2.8 Partnership & Collective Impact

The County prioritizes collective impact initiatives in our approaches to food security and food systems work. We believe partnerships are vital to long term sustainability of programs and the overall vibrancy and health of our communities. Applicants should highlight any investment they currently make in their communities through partnership and/or collective impact initiatives.

1.2.9 Reporting

Quarterly Financial and Impact Reports will be required, detailing total expenditures and income and total value of donated foods. Expense data should organize sales into

demographics of farm operations. Income data should include total sales, as well as Wake County sales data specifically.

1.3 Scope of Services

The scope of services covered in this RFP is to provide the County with increased sales volume of produce and protein sourced from within North Carolina. Awarded funds are meant to build the capacity of food hubs/aggregators with the intention of those entities being self-sustaining by year three of the funding.

It is expected that the Vendor will be able to provide a comprehensive set of services including but not limited to:

- a) Increased volumes of sales of fresh NC produced foods sold in Wake County
- b) Increased volume of sales for NC farmers
- c) Increased volume of sales for historically marginalized farmers:
 - i. BIPOC- and AAPI-Owned Farms
 - ii. Women-Owned Farms
 - iii. New Farms (fewer than 10 years in business)
 - iv. Small Farms (10 or fewer acres)

1.31 Required Qualifications

Qualified candidates will have the following characteristics to be considered for funding:

- a) Currently operating an aggregation and distribution center
- b) Historical sales and profit data
- c) Equity focused model of food sourcing demonstrated through records emphasizing investment in BIPOC and women owned farms.
- d) Commitment to reinvesting in producers through competitive pricing and/or cultivating mutually beneficial relationships with farmers.

1.3.2 Metrics

- a) Increased sales in Wake County in comparison to baseline
- b) Increased number of Underserved Producers
 - i. BIPOC-owned
 - ii. Women-owned
 - iii. Fewer than 10 years in production
 - iv. Fewer than 10 acres in production
- c) Increased farm products purchased/sourced from Underserved Producers
- d) Increased number of Wake county-based clients

1.4 General Proposal Requirements

Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:

Melissa England
Wake County Finance Dept - Procurement Services
Melissa.england@wakegov.com
919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

One hard copy shall be submitted to the address shown below as well as an electronic version on USB.

Mailing Address:

Melissa England, Purchasing Manager
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

The County must receive proposals no later than **3:00 pm on June 29, 2023**. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Fax or email responses will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. The deadline for submitting questions is **5:00 pm on June 9, 2023**. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by **June 16, 2023**, on the Wake County website. All written requests for clarification should be addressed to the attention Melissa England.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after **June 16, 2023**.

2.5 Tentative Schedule

Date	Event
RFP Release	May 30, 2023
RFP Info Session	June 8, 2023 11:00 – 12:00pm Click here to join the meeting
Questions Due by 5:00 pm	June 9, 2023 by 5:00 pm
Addenda Issued (if needed)	June 16, 2023

RFP Responses Due	June 29, 2023 by 2:00 pm
Evaluation of Proposals	July 2023
Interviews/Demos (if necessary)	July 2023
Contract Start	August 2023

2.5 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by **June 9, 2023** before 5:00 PM EST. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by **June 16, 2023**.

2.6 Finalists and Interviews

From the proposals received, County staff may identify a short-list of finalists. The finalists will be expected to make a presentation to and respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists.

2.7 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.8 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County

2.9 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further,

the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the provision of services under this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. If any required insurance policy expires during the term of this Agreement, Proposer must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration. Proposer shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own

expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2),

Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

3.15 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

3.16 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

4 Detailed Submittal Requirements

4.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

PROPOSAL

<u>Section</u>	<u>Title</u>
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	Title Page
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	Letter of Transmittal
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- 1.0 Executive Summary
- 2.0 Scope of Services
- 3.0 Company Background and Relevant Experience
- 4.0 Client References for Similar Assignments
- 5.0 Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.2 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

4.3 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Sections 1.3.

As the County is seeking vendors that bring substantial expertise in local food aggregation to build a more vibrant and equitable local food economy in Wake, the Proposer should outline a recommended approach, critical tasks and timeline for achieving the County's objectives in Section 1.3 based on the Proposer's experience with organizations similar to the County, such as other institutional clients (e.g., schools, health centers).

Questions that should be addressed within the scope of services, include:

- 1) How will funding build a more vibrant local food economy in Wake?
- 2) Describe the intended business model to be utilized and how the requested funding will sustainably grow the Proposer's business.
- 3) How does the Proposer prioritize equity within the scope of services? Proposer should highlight current community-based partnerships that highlight their investment in equity and the overall community within their service region.
- 4) What sourcing practices will be utilized by the provider?
- 5) What markets does the provider intend on reaching/expanding to with the requested funding?
- 6) Proposers are encouraged to provide examples of services provided to their clients and the impact of those services.
- 7) How does the proposer intend on utilizing the funds to develop a sustainable business model after the 3-year funding period?

4.4 Company Background and Consultant Team Relevant Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. Proposer should include historical financial data and projections with funding to highlight how funds will sustainably expand their capacity. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

4.4.1 Company Background

- How long the company has been in business. In what state(s) has the company operated?
- A brief description of the company size and organizational structure.
- How long the company has been providing services to clients similar to the County.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- Describe existing buyers/connections within Wake County.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

4.4.2 Consultant Team Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority;
- Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé;
- Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

4.5 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client listing with year(s) in which your firm provided services. Also provide at least three current clients who we may contact. References should be clients similar in size

to the County. Please give their company name and mailing address, telephone, and email of the contact person.

	Reference #1	Reference #2	Reference #3
Company			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

4.6 Cost Proposal

The County seeks a Firm Fixed Price, Not to Exceed the following:

\$235,000.00 for a single entity application

\$125,000.00 maximum for Equipment Expenses

\$110,000.00 maximum for Staff Expenses

\$550,000 for a collaborative/cooperative application (organization applying on their own behalf and in collaboration with at least one other organization, to meet the Scope of Services through a Memorandum of Understanding)

\$300,000 maximum for Equipment Expenses

\$250,000 for maximum Staffing Expenses

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

1. Cost of Services. Please state your fees for the key areas outlined below:

Cost of Services	Total Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Staffing	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost	\$0.00	\$0.00	\$0.00	\$0.00

2. Provide your procedures for billing and collection of your fees. How do you reconcile the fee to the services received? Specify whether this is on a monthly, quarterly or as performed basis.

5 Evaluation Criteria

5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria plus any other criteria the selection committee deems appropriate.

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation the scope of work the response
2. Respondent's Proven, Knowledge, and Experience in:
 - a. Aggregating diverse NC produced farm products balanced nutrition to clients (e.g. produce, dairy, meat, value-added, etc.)
 - b. Partnering with institutional buyers, grocery stores, restaurants, or operating CSA
 - c. Equity focused business operation
 - d. Viability of projected model
3. Client References

Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team

ATTACHMENT A

Wake County Property Control Record and Equipment Certification

Provide an inventory of all assets designated as equipment, and any item capable of reassignment purchased with federal funds during the life of the grant.

Agency Name: _____
 Type of Fed Funding: _____
 WC Contract Number: _____
 CFDA Number: _____
 Project Director: _____
 E-mail Address: _____

Equipment Information	
Item Description:	
Serial No./ID No.:	Asset No.:
Purchased Date:	Vendor:
Cost:	Purchased by:
Insurance Coverage:	Assigned to:
Equipment location:	
Equipment purpose:	
Item Description:	
Serial No./ID No.:	Asset No.:
Purchased Date:	Vendor:
Cost:	Purchased by:
Insurance Coverage:	Assigned to:
Equipment location:	
Equipment purpose:	
Item Description:	
Serial No./ID No.:	Asset No.:
Purchased Date:	Vendor:
Cost:	Purchased by:
Insurance Coverage:	Assigned to:
Equipment location:	
Equipment purpose:	

I, the undersigned certify that the equipment approved in the above referenced grant was purchased and installed in compliance with grant regulations and guidelines. The completed Property Control Record and equipment photos have been provided to the applicable Wake County Program Manager along with any required supporting documentation.

Print Name



Signature

Date

For more than 3 items, please complete additional forms.
 Please collate and number multiple forms as follows. For example, if you have three forms.
 Number the forms in this format: Page 1 of 3: Page 2 of 3: Page 3 of 3 and so forth.