



**Mayor**  
*Ted Terry*

**City Council**

*YT Bell*  
*Jamie Carroll*  
*Andrea Cervone*

*Awet Eyasu, Vice Mayor*  
*Ahmed Hassan*  
*Mario Williams*

**City Manager**  
Robin I. Gomez

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**REQUEST FOR PROPOSALS (RFP)**  
**RFP 05-19**

**URBAN AGRICULTURE**  
**CONSULTING SERVICES**

**ISSUE DATE & TIME:** **FRIDAY, DECEMBER 20, 2019**  
**10:00 am, Local Time**

**ISSUED BY:** **CITY OF CLARKSTON**  
**CITY MANAGER'S OFFICE**  
**1055 ROWLAND ST**  
**CLARKSTON, GA 30021**

**INQUIRIES:** **ROBIN I. GOMEZ, CITY MANAGER**  
[rgomez@cityofclarkston.com](mailto:rgomez@cityofclarkston.com)

**PRE-BID MEETING**  
**Q&A SESSION:** **TUESDAY, JANUARY 7, 2019**  
**11:00 am**  
**CITY HALL ANNEX CONF ROOM**  
**1055 ROWLAND ST**  
**CLARKSTON, GA 30021**

**PROPOSALS DUE:** **FRIDAY, JANUARY 17, 2019**  
**2:00 pm, Local Time**



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## **REQUEST FOR PROPOSALS (RFP)**

### **RFP 05-19**

## **URBAN AGRICULTURE CONSULTING SERVICES**

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December 20, 2019

NOTICE IS HEREBY GIVEN that Requests for Proposals (RFP) will be received by the City of Clarkston (CITY) until **2:00 pm, Local Time, Friday, January 17, 2019**, to provide **Urban Agriculture Consulting Services**.

**Brief Description:** The City of Clarkston (CITY) is soliciting proposals from qualified firms to provide a variety of urban agriculture consulting services, including establishing an urban agriculture plan and project(s) that contributes to sustainable and equitable redevelopment & development; clarifies the roles that the CITY, local non-profits, community groups, and other stakeholders will play in supporting urban agriculture; and identify opportunities for enhanced participation to continue supporting new and existing urban agriculture plans, projects, and activities such as community gardens, alternative landscaping, food sources, farmer's markets, existing and new businesses, and educational programs.

Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be received by the City until the above noted day and time, when they will be publicly acknowledged and accepted.

This Request for Proposals is available for download at [www.clarkstonga.com/](http://www.clarkstonga.com/).

Please read the entire document (RFP information) and submit the response per the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the response.

**Any and all questions concerning this solicitation should be directed, IN WRITING, to the below contact:**

**Robin I. Gomez**  
**Clarkston City Manager**  
**[rgomez@cityofclarkston.com](mailto:rgomez@cityofclarkston.com)**



## INSTRUCTIONS

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1. **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Contact listed on Page One (1). Questions should be submitted in writing via letter, fax, or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
2. **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and will be submitted to anyone requesting such addenda or having submitted their contact information expressing interest in this RFP. Vendors may review the City's website for addenda and any clarifications prior to submitting their response. The City will not be held responsible for any vendor not receiving any addenda.
3. **DUE DATE & TIME FOR SUBMISSION OPENING:**  
Date: January 17, 2020  
Time: 10:00 am (local Clarkston time)
4. **SUBMIT RESPONSES TO:**  
  
City of Clarkston  
City Manager's Office – Robin I. Gomez  
1055 Rowland St  
Clarkston, GA 30079  
  
Responses will be received publicly at this address. Respondents may mail or hand-deliver responses. Electronic (E-mail) or fax submissions will not be accepted.  
  
No responsibility will attach to the City of Clarkston, its employees, or agents for premature opening of a response that is not properly addressed and identified.
5. **LATE RESPONSES:** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will be returned unopened to the respondent. The respondent assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of Clarkston, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that the respondent mailed or commenced delivery before the due date and time. All times are Clarkston, Georgia, local times. The respondent agrees to accept the time stamp in the City Hall Annex office as the official time.
6. **LOBBYING PROHIBITION:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from



this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council committee meeting, Council worksession, and/or Council meeting.

This prohibition shall not apply to communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited, to clarification of responses, presentations if provided in the solicitation, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the City Manager. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

7. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine, and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission, or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) businesses days in advance of the due date notify the contact on Page One (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of responses submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.
8. **FORM AND CONTENT OF RESPONSES:** An original and the designated number of copies of each response are required. Responses including modifications must be submitted in ink, typed, or printed form and signed by an authorized company, firm, or other representative. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
9. **DEBARMENT DISCLSOSURE:** If the respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a (sub)contractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the



suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected.

10. **RESERVATIONS:** The City reserves the right to reject any or all responses or any part thereof; to reissue the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by part or portion, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities, or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the city until the City executes a written contract or purchase order.
11. **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
12. **ETHICS:** It is the intention of the City to promote courtesy, fairness, impartially, integrity, service, professionalism, economy, and government by law in the procurement process. The responsibility for implementing this policy rests with each individual who participates in the procurement process, including respondents and contractors.

To achieve the purpose of this Article, it is essential that respondents and contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice and/or request any amount greater than provided in the agreement/contract or to invoice and/or request for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification, or other requirement of a City Contract.



13. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from respondents or prospective respondents and affiliates.
  
14. **PROTESTS AND APPEALS:** If a respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the respondent may submit a written protest to the City of Clarkston. Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the opening must be filed with the City Manager no later than five (5) business days before the opening. Protests that only become apparent after the opening must be filed within five (5) business days following the opening.
  
15. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employee and/or authorized agents. City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.
  
16. **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.
  - a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of the response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity, i.e., has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability, and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid conducting the evaluation.



The criteria that will be evaluated and their relative weights are:

<u>Evaluation Criteria</u>	<u>Points</u>
Technical Approach to Manage Urban Agriculture Programs	35
Experience and Qualifications of Firm and Staff	25
Work Plan	25
Management Approach	15

**17. CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

**18. NOTICE OF INTENT TO AWARD:** Notices of the City’s intent to award an Agreement/Contract will be posted on the City’s website available for the general public to view.

**19. RFP TIMELINE:** All dates are tentative and subject to change.

Release RFP:	December 20
Advertise Champion News:	January 2, 2020
Response Due:	January 17, 2020
Review:	January 17, 2020 – January 22, 2020
Award Recommendation:	January 28, 2020
Council Authorization:	February 4, 2020
Contract Begins:	February 5, 2020
Contract Ends:	December 31, 2020



## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** The City of Clarkston is dedicated to continue providing the most exceptional municipal services to all its customers to continue improving the quality of life and public safety of all Clarkston residents, businesses, and visitors. The City is looking for vendors who share that similar dedication and will help the City achieve those goals.
  
2. **INTRODUCTION.** The City of Clarkston is seeking an URBAN AGRICULTURE CONSULTING SERVICE to devise and implement strategies for an urban agriculture plan and project(s) that contributes to sustainable and equitable redevelopment & development; clarifies the roles that the CITY, local non-profits, community groups, and other stakeholders will play in supporting urban agriculture; and identifies opportunities for enhanced participation to continue supporting new and existing urban agriculture projects such as community gardens, alternative landscaping, food sources, farmer's markets, existing and new businesses, and educational programs.
  
3. **BACKGROUND.** In April 2018 after numerous years of diverse planning functions, the City of Clarkston broke ground on a multi-million, multi-year infrastructure project(s) to enhance and improve the City's streets, sidewalks, parks, landscaping, and over-all beautification mainly at the five (5) main City entry access roads, the City center, and City parks. In 2019 after various City actions in prior years involving environmental and well-being strategies to further enhance the City's quality of life, the City approved a 7.5 month pilot urban agriculture program that concludes on December 31, 2019. The program included the creation and implementation of various strategies including: to provide alternatives to existing landscape maintenance throughout the City; to provide options for alternative public and private green space usage incorporating a variety of planting methods for trees, bushes, grass, and other; to develop alternate green uses of existing City and other non-profit, and other government-owned underdeveloped, abandoned, or poorly maintained areas; to hold various community workshops to implement the above and to assist with a proposed City micro-farming ordinance; to provide advice, consultation, and training to the City's Public Works Department on alternative forms of more sustainable and environmentally/ecologically friendly maintenance of various landscapes including grass, trees, bushes, flowers, and other; and to collaborate and partner with other similar agencies including the City's involvement with the Food Well Alliance City Urban Agriculture Plan. The referenced 2019 pilot urban agriculture plan established a budget of \$40,000 to complete the stated program. Additionally, the City's Public Works department comprising eleven (11) full-time employees is responsible for the daily City infrastructure maintenance for all City buildings, properties, rights-of-way, and streets that includes the performance of the following work: mowing, weeding, trimming, pruning, planting, cleaning, and over-all beautification. Public Works staff will work closely with the selected respondent.



Additionally, the City contracts with various vendors for construction, landscape installation, landscape maintenance, and other related infrastructure work.

- 4. SCOPE OF SERVICES.** The selected respondent will be required to collaborate, interact, and report to the City Manager all work performed under the agreement agreed to by the selected respondent and the City. Selected respondent will provide a monthly report by no later than the 10<sup>th</sup> of each month following the 1<sup>st</sup> month of the agreement period detailing specifics including, but not limited to, the type of work, number of hours, quantities allocated, community/public interaction, and any/all relevant information.

Work will be performed occasionally with and under the direct collaboration of the City's Public Works staff as well as various other vendors contracted by the City for construction, landscaping, and related maintenance. Urban Agriculture Consulting Services will be performed as needed on specified days and times as identified by the selected respondent and agreed to by both the selected respondent and the City. It is anticipated that work will have variable days and times to include the occasional evening and weekend work and/or community/public participation.

Selected respondent will perform, provide, and consult on urban agricultural services relevant to a plan, programs, projects, and activities to further enhance and develop the following: innovative landscaping, landscape maintenance, alternative grass maintenance, alternative planting methods and products, food sources/availability, micro-farming, public/community interaction/training, City staff training, residential and commercial gardening strategies, and any other relevant product and/or service deemed appropriate by the respondent. The City has budgeted an amount not to exceed \$60,000 for the Urban Agriculture Consulting Services agreement within the City's 2020 fiscal year (Jan 1 to Dec 31). The City may propose and agree to any amount less than, but not exceeding \$60,000. The City will establish a payment schedule in the executed agreement/contract between the selected respondent and the City.

- 5. QUALIFICATIONS.** Respondents must demonstrate the necessary ability, financial resources, and relevant experience to perform the work in a satisfactory manner. A minimum of five (5) years' experience in urban agriculture services or similarly related service is required.
- 6. INSURANCE REQUIREMENTS.** Selected respondent shall, at their own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.



Specifically, the selected respondent must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis with a minimum three (3) year tail following the termination of the agreement.

- a. Commercial General Liability Insurance coverage, including but not limited to, premises, operations, products, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired, or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived the State of Georgia, statutory Workers' Compensation Insurance coverage and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) per each employee each accident.
- d. Professional Liability Insurance coverage appropriate for the type of business engaged with minimum limits of \$1,000,000 (one million dollars) per occurrence.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.



## RESPONSE FORMAT

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- 1. RESPONSE SUBMISSION-** Submit one (1) signed original (identified as ORIGINAL) response with three (3) copies, and one (1) electronic format copy on a thumb drive in a sealed envelope/container.
- 2. RESPONSE FORMAT** – Qualifications shall be submitted as one document on standard 8 1/2 x 11” paper, a single 8 1/2 x 11” sheet printed on both sides is two (2) pages. All information shall be assembled and indexed in the order indicated below. The page count shall not exceed twenty (20) total pages, including typed text, graphics, charts and photographs, but does not include supporting documents for Tab 4, any tabbed or similar separator pages, cover page, table of contents, and back page.

**TAB 1 Letter of Interest (no more than 3 pages)** Cover letter should briefly introduce firm, organization, consultant and also include:

- A statement confirming that all information contained in the response is complete and accurate
- Signature from the firm’s owner/principle/chief executive certifying that sufficient resources in personnel, equipment, and time are available and will be committed to the agreement
- Contact information for the firm’s owner/principle/chief executive including email address and phone number

**TAB 2 Work Plan & Technical Approach to Manage and Provide an Urban Agriculture Plan/Project (no more than 10 pages)** Provide a detailed work plan describing the firm’s proposed activities and over-all strategies and understanding of the urban agriculture services plan/projects, Describe the firm’s understanding of an urban agriculture plan/projects/activities, ability to perform such a plan/projects/activities as outlined in this RFP including its design and implementation. Provide any and all additional items/information that the firm believes is relevant to this RFP but not explicitly included.

**TAB 3 Experience and Qualifications of Firm and Staff (no more than 7 pages)** Describe the firm’s background, experience, and qualifications of key personnel proposed to work on the project; include resumes for key team members (including subcontractors) demonstrating specific urban agriculture experience relative to the plan/projects. Also include information/details for at least two (2) projects preferably within the last 5 years for which the firm provided similar services. Include the expected amount of involvement for each team members. Any changes in key personnel after the agreement/contract award must be approved by the City.



**TAB 4**      **Other Forms.** The following forms and/or information should be completed and signed and submitted with this RFP:

- a. Company Information Form
- b. Copy of the Firm's current Georgia Secretary of State, Division of Corporations corporation document registration (if firm is a corporation)
- c. Response Certification Form
- d. W-9 Form
- e. Selected Respondent must obtain and show proof of City of Clarkston Business License



## COMPANY/FIRM INFORMATION

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business as (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Remit to Address (if different than above)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **Contact for Questions about this response:**

NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### **Day-to-Day Contact (if awarded):**

NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business; Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman, or Disadvantaged Business Enterprise

Certifying Agency: \_\_\_\_\_



## RESPONSE CERTIFICATION

By Signing and Submitting this Response, the Company/Firm certifies that:

- a. It is under no legal prohibition to contract with the City of Clarkston.
- b. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c. It has no known, undisclosed conflicts of interest.
- d. No offer of gifts, payments, or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and/or goods/materials covered by this agreement/contract.
- e. It understands the City of Clarkston may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public/open records request pursuant to Georgia Code and/or Federal Freedom of Information Act.
- f. Respondent hereby warrants to the City that the respondent and each of its subcontractors will comply with, and are contractually obligated to comply with all Federal Immigration Laws and regulations that related to their employees.
- g. Respondent certifies that they have not been debarred by any Federal or public agency.
- h. It is current on any and all obligations due the City.
- i. It will accept such terms and conditions in a resulting agreement/contract if awarded by the City.
- j. The signatory is an officer or duly authorized agent of respondent with full power and authority to submit binding offers for the services specified herein.

### ACCEPTED AND AGREED TO:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_