



Small Town. Real Life.

CITY OF DUVALL

Dougherty Farmstead Community Garden Solicitation

REQUEST FOR PROPOSALS

ISSUE DATE: March 5th, 2026
SUBMITTALS DUE: March 26th, 2026, 1:00 PM PDT

1.1 REQUEST FOR PROPOSALS

The City of Duvall owns 26 Acres of designated “Open Space’ at 26524 NE Cherry Valley Road known as the Dougherty Farmstead. The property includes one acre with a Historic Farmhouse, Bunkhouse, Garage, Milk shed, milk barn and silo slabs that are listed on the National Historic Registry. The property also includes a historic cemetery, an off-leash dog park, a fenced area that serves as a community garden, and approximately 18 acres of fenced farmland.

Duvall is soliciting letters of interest and proposals from individuals, associations, groups and organizations that are interested in the rental and usage of up to approximately one (1) acre community garden farmland with an entrance to the north of the existing fenced Dog Park. Currently, the fenced area covers approximately 0.5 acres of garden space. A map of the site is included in Exhibit A.



The proposals should be consistent with the historical use of the property as a farm and open space such as growing agricultural crops. The following use are NOT allowed:

- Retail sales (Sales of vegetables and other farm products must take place off site.)
- Non-farm related activities.
- Activities that create an unreasonable risk of damage or injury to persons or property.

The proposal must address any specific needs for use of the property, if any, such as fencing, irrigation, water, electricity, road access, shelter, and all other items necessary for the use and function of the property as your proposal should need. It shall be the responsibility of the applicant to pay for all materials and labor necessary for the installation and maintenance of fencing, gates, shelters, irrigation and more. The materials used on site are subject to approval of conditions by the City.

The applicant must have the means to provide liability insurance coverage for the activities conducted on the property and to name the City as an additional insured. The City will perform a background check once applicants have progressed through the selection process. The length of the rental contract will be at the discretion of the City. Exclusive use of the property will also be at the discretion of the City and will be negotiated with the successful applicant or applicants prior to entering into a contract. The City intends to charge rent that includes water usage plus Leasehold Excise Tax (LET) for the use however an exchange of service may be offered in lieu of rent.



Previously selected proposers have included activities such as:

- Creating community food forests.
- Planter beds with individual garden plots, including previous community rental space.
- Event spaces.
- Educational training and experiences.

1.2 CITY BACKGROUND

The City of Duvall lies in the northeast corner of King County, just a short drive from Monroe, Redmond, Bellevue, Carnation, and Woodinville. Bordered to the east by the Cascade Mountains and foothills, and the beautiful Snoqualmie River and farming valley to the west. The City strives to retain its charming heritage and keep its rural, small-town feeling. Incorporated in 1913, the City's roots lie in the logging and farming industries. In 2024, the City is home to approximately 8,500 people, many who have moved here to capture a bit of that "country living" small town feeling. A Mayor and a seven-member City Council govern the City.

Find more information about the City at www.duvallwa.gov.

1.3 POINT OF CONTACT

Please direct any questions concerning this RFP to the City's Project Manager listed below. Only written questions will be considered. Submit questions in the form of a .pdf document attached to an e-mail. Questions received after the deadline identified in the Proposed Timeline may not be considered. Unauthorized contact regarding this RFP with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

City Contact:

Benjamin Sackett, EIT, Project Manager

City of Duvall

PO Box 1300 Duvall, WA 98019

Phone: (425) 667-9766

Email: benjamin.sackett@duvallwa.gov CC: PM@duvallwa.gov and bids@duvallwa.gov

Questions will be answered in writing and posted on the project website's Current Projects, Bid Opportunities section at: <https://www.duvallwa.gov/303/Current-Projects>. It is the responsibility of individual firms, associations, groups and organizations to check this website for any amendments or Q&As related to this RFP.



1.4 SOLICITATION & SELECTION SCHEDULE

Schedule of Events	Date	Notes
Formal solicitation	Mar. 5 and Mar. 10, 2026	Advertised in the Seattle Times and OMWBE Board
Deadline for questions	Mar. 19, 2026 by 1:00 PM PDT	Submit questions in .pdf form to City Project Manager <u>by e-mail only</u> . Questions will be answered as soon as possible.
City final response to questions	Mar. 19, 2026 by EOD	Questions and responses will be posted on the project website listed below under Questions & Answers
Proposals Due	Tuesday, Mar. 26, 2026, by 1:00 PM PDT	
City selects successful proposer	Mar. 31, 2026, EOD	Deadline may be pushed back depending on the level of responses.
MOU Awarded by City Council	Apr. 21, 2026	Will be extended to later Council Meeting if additional negotiation time is needed prior to Council Award.
Anticipated start	ASAP	

1.5 ADVERTISEMENT

Seattle Times Mar. 5 and Mar. 10, 2026
 Office of Minority & Women Owned Bus. Enterprises Mar. 5, 2026



1.6 SELECTION CRITERIA

Responses may be reviewed by staff alone, or by a committee consisting of staff from Public Works, other City Staff, and/or anyone appointed by the Mayor. Scoring will be out of 100 possible points. In considering a proposal, the following criteria and processes shall apply.

1. The degree to which the proposal serves the community's best interests and provides a useful benefit to the farm property and the City. (15 points max)
2. The qualifications of the applicant to perform the work proposed. (15 points max)
3. The feasibility of carrying out the work associated with the proposal, including the degree to which the proposal fits the description of previous activities conducted on the property. (15 points max)
4. The reasonableness of the budget proposed by the applicant to accomplish the goals identified in the proposal. (15 points max)
5. The degree to which the proposed activities are complementary to the existing Historic Society use. (10 points max)
6. Please provide the City with previous similar examples of this type of work and references. Reference checks shall be conducted. (30 points max, up to 10 per reference).

Other Items of Note:

- The ability to obtain insurance, and possibly a bond, depending on the nature of the activities proposed and the amount of disturbance that will be caused to the property.
- Use of the property by nonprofit groups or registered women and minority owned business enterprises shall have a higher priority over use of the property by a for-profit or non-registered user.
- State Department of Revenue check, if applicable.



1.7 SUBMITTAL REQUIREMENTS / PROCESS

Interested firms, associations, groups and organizations shall submit an electronic copy of their response in PDF via email to Benjamin Ressler at benjamin.sackett@duvallwa.gov and CC bids@duvallwa.gov.

The email shall include “**Dougherty Community Garden – [Contractor Name]**” in the subject line. Responses must be received by the submittal deadline specified in Section 1.4.

1.8 FOLLOW UP

The City reserves the right to contact the submitter for any clarifications or additional information, as needed, while reviewing submitted proposals.

1.9 MEMORANDUM OF UNDERSTANDING (MOU)

Following selection, the City will work with the selected proposer to draft a memorandum of understanding outlining the scope of work, responsibilities of all parties, and charges. An example of a recent MOU is attached as Exhibit B. Note that pricing and language may be updated prior to the execution of a new MOU.



2.1 TERMS AND CONDITIONS

The City reserves the right to reject any and all responses to this RFP and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for services does not oblige the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not oblige the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award an MOU to the next most qualified proposer if the selected proposer does not execute a contract within thirty (30) days after the award of the presentation.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the City of Duvall, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.2 SYSTEM FOR AWARD MANAGEMENT (SAM) EXCLUDED PARTIES RECORDS

Per federal regulations, the City is required to ensure, to the best of its knowledge and belief, that none of the principals, affiliates, third party contractors and subcontractors are suspended, debarred, ineligible or voluntarily excluded from participation in federally assisted transactions or procurements. Federal regulations require the City to review records of excluded parties in the federal System for Award Management (SAM) before entering any third-party contracts exceeding \$25,000.00.

Prior to awarding a federally funded contract, the City will search the SAM system to ensure excluded parties do not participate in covered transactions.

To learn more about the federal SAM, go to <https://sam.gov/content/home>.

2.3 AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

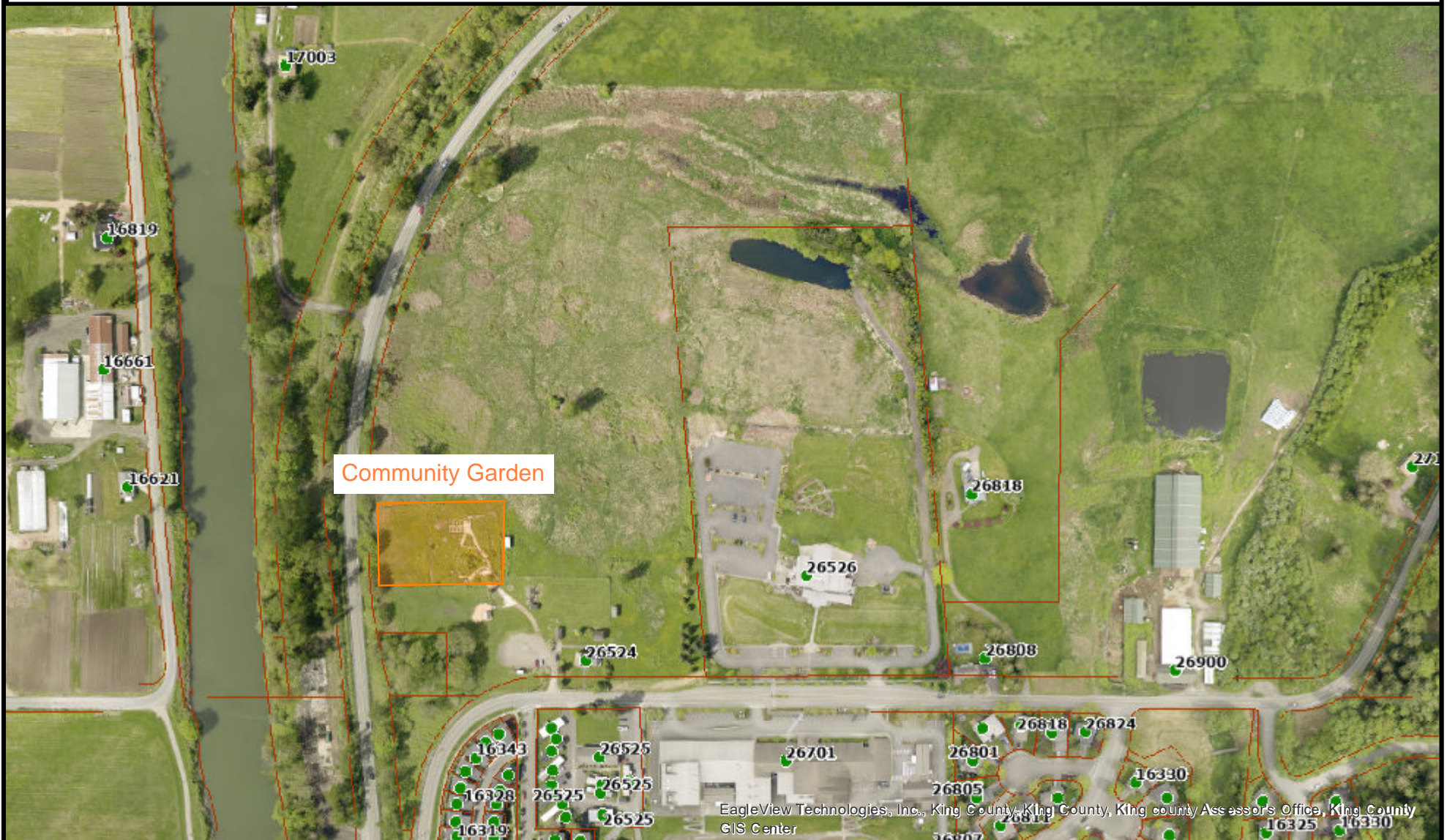
The City, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability in all of its programs and activities. This material can be made available in an alternate format by emailing Benjamin Ressler at benjamin.ressler@duvallwa.gov or by calling 425-939-8046.



2.4 TITLE VI STATEMENT

The City of Duvall in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for award.

Dougherty Farm - Community Garden Vicinity Map 26524 NE Cherry Valley Road



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 8/18/2025



Exhibit B - Previous MOU Example

Memo of Understanding and Use Procedures Lease Agreement **Between [REDACTED] and the City of Duvall** **For use of the Dougherty Farmstead Community Garden.**

RECITALS

WHEREAS, The City of Duvall owns 26 Acres of designated "Open Space" at 26524 NE Cherry Valley Road known as the Dougherty Farmstead; the property includes one acre with a Historic Farmhouse, Bunkhouse, Garage, Milk shed, milk barn and silo slabs that is listed on the National Historic Registry;

WHEREAS, The City of Duvall recently advertised Letters of Interest and Proposals from individuals and organizations for use and management of the Dougherty Farmstead Community Garden and pasture; and

WHEREAS, [REDACTED] hereinafter called "Lessee" submitted a proposal to utilize the existing fenced half acre of the farmland for a community garden and shared food forest in exchange for managing and maintaining that designated area of property; and

WHEREAS, the City is willing to come into an agreement with Lessee to make use of the acreage for farming; and

WHEREAS, the City believes this will be an economic benefit to the community and draw interest to the Historic Farmstead and property and will add value in the ongoing maintenance and beatification of the site;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- The Lessee will provide a Certificate of Insurance showing the City of Duvall as additional insured beginning April 15, 2020.
- The Lessee will be responsible to clear the garden from existing debris.
- Lessee will be responsible for all costs associated with clearing, cutting grass, rototilling and all means necessary to bring the garden to a manageable condition. This is proposed to begin spring 2020 with volunteers working under the City Agreement regarding individual volunteer service.
- The City and Lessee will work together to dispose of existing material left from the past gardeners.
- The Lessee will be allowed to sub-lease the garden to the community for garden plots and will be responsible to manage the gardeners.
- The Lessee will be allowed to host on site garden workshops.
- The Lessee will be allowed to work on site as needed seven days a week and observe the Duvall Municipal Code for construction type activities to be done Monday-Saturday 7am-6pm.
- The City will provide water at a reimbursable cost to the Lessee beginning at the time of the agreement approval.
- The City will provide electricity that is located near the Bunkhouse.

- Lessee will be responsible for maintaining a clean, safe environment inside the fenced area and a clean, safe area outside and surrounding the perimeter of fenced area.
- Lessee will be responsible to manage all volunteers and work parties.
- Lessee will be responsible for all volunteer waivers and agreements.
- Lessee will be responsible for future maintenance and cost of repair of the fencing, machinery, material, and all other items associated with the Community Garden and Food Forest.
- This agreement may be terminated by either party upon 90 days of written notification to the other party.
- Lessee will provide a list of two persons to contact in an emergency.

Charges

- A fee of \$30.00 per month will be charged to cover the cost of water and power usage. The utility fee may be adjusted if the usage exceeds the shared minimum fee per month. After the first year the City will evaluate the utility fee and may adjust for inflation on an annual basis.
- A fee of \$20.00 plus lease excise tax @ 12.84% per month shall be charged for lease of the property for gardening and livestock, not including tending the property and general maintenance, and must be paid on or before the 1st of every month.

This Memo of Understanding shall be valid for two years.

CITY OF DUVALL

LESSEE

Amy Ockerlander
Mayor


Owner

Dated: _____

Dated: _____

Exhibit C - Previously Answered Questions

Previously Answered Questions

1. **Question:** “Are there any additional rental fees for the site beyond the listed fees in the sample MOU at the end of the RFP? Are these fees subject to change?”

Answer: There are not anticipated to be additional rental fees beyond what is listed, but the fee rates themselves will be a negotiation upon selection and creation of the MOU. The example MOU was from 2020, so rates for power and water may be higher. Once executed, the fees are not subject for the length of the MOU.

An example of negotiation for the lease amount, is the City has proposed a variable fee based on an agreed upon portion (%) of garden plot sub-lease rental income.

2. **Question:** “What existing infrastructure is on site that could stay for the next steward of this space?”

Answer: There is minimal existing infrastructure on site and the previous lessee has the right to remove any materials, equipment and infrastructure from the previous lease.

Going forward, lessees may also add infrastructure to the site as long as it follows all City, County and State permitting policies. New infrastructure will be property of Duvall Parks upon the completion of the MOU.

3. **Question:** “I understand retail is not allowed with items grown on site. Would site use allow for someone to charge fees for events, educational workshops, etc.? Are there restrictions for how someone would be able to price their services and / or grants from the city that would allow for a sliding scale or pay-what-you-can model for community members?”

Answer: This parcel was purchased with a King County Conservation Futures Open Space and it is understood that commerce on this parcel is outside of the allowable uses. The City does not anticipate allowing events that require a fee for entry.