Proposals are being solicited by Firstline Schools and Edible Schoolyard New Orleans (ESYNOLA) for an Irrigation System at Arthur Ashe Charter School in accordance with the RFQ’s scope of work, specifications, terms and conditions.

RFQ Announcement: June 21, 2013
Pre-Bid Meeting: Tuesday, July 2, 2013 2:00pm, Arthur Ashe (1456 Gardena Drive)
Question Submittal Deadline: July 3
Proposal Submittal Deadline: July 12
Amended Submittal Deadline: July 22
Award Notification Deadline: July 26

Background: Founded in 2006, Edible Schoolyard New Orleans changes the way children eat, learn, and live at five FirstLine public charter schools in New Orleans. Our mission is to improve the long-term well being of our students, families, and school community, by integrating hands-on organic gardening and seasonal cooking into the school curriculum, culture, and cafeteria programs. ESYNOLA involves students and the school community in growing, harvesting, preparing and enjoying food together as a means of awakening their senses, cultivating an environment that promotes a sense of pride and responsibility for our land and natural resources, and developing a love of fresh, seasonal foods. ESYNOLA is a signature program of FirstLine Schools, a network of five public, open-enrollment charter schools in New Orleans.

Proposals are to be delivered by email to Charlie Weber, Lead Network Gardener of Edible Schoolyard New Orleans at charlie@esynola.org. Proposals are due on July 12, 2013 at 5 pm.

While the Proposer’s cost is of great importance, proposing the lowest price will not assure award of the service. FirstLine and ESYNOLA demand comprehensive, reliable, efficient, professional service and high-quality customer service. FirstLine and ESYNOLA reserve the right to reject or negotiate any and all proposals for any reason. It is the Proposer’s duty to understand the proposal: any misunderstanding is the responsibility of the Proposer.
Thank you for considering FirstLine Schools and ESYNOLA.

**Overview:**

Proposals are being solicited for Phase 1 of an Irrigation System at Arthur Ashe School in accordance with the RFQ’s scope of work, specifications, terms and conditions. Prospective vendors are advised to read this information carefully prior to submitting a proposal. The work shall consist of: *Build Phase 1 of an Irrigation System for a School Garden of approximately 1 acre to be constructed at Arthur Ashe School.*

**Scope of Work – Irrigation System**

Arthur Ashe has an area of approximately 1.5 acres behind the school designated for the garden. (Att. A.) Parts of this future garden have been constructed. The irrigation will need to sufficiently service these existing pieces, the existing culinary gardens on the North side of the school, as well as the existing gardens (with partial irrigation) at the front of the school. All irrigation will need to be constructed with the future growth of the garden in mind. A landscape architect has executed plans to create the irrigation system based on the needs of the school and future design of the garden and garden buildings. (Attachments A-F)

Plans detailing the routing of the irrigation and electrical, and specifications for pipe size and irrigated areas are included in the attached plans (Attachment D,E,F)

This project will be executed in phases, and this RFQ is for Phase 1 only. **Phase 1** will include:

1. Irrigation for existing culinary and tropical beds on North facing side of school (approximately 3,000 sq ft.)
2. Main irrigation and electrical lines run under fire service road for future garden growth
3. Irrigation lines to existing Holly trees and citrus trees in main garden area
4. Irrigation coverage for 4 existing L shaped beds in main garden area
5. Existing in-ground irrigation system that services the front of the school (new lines need to be run from main on North side of building to this area)

The project entails providing a complete irrigation system, based on industry standards, manufacturer’s requirements and generally accepted practices for such an installation, and includes all labor and materials to install a commercial grade garden irrigation system sufficient to cover an area of approximately 1.5 acres.

**Pre-Bid:** An optional Pre-Bid meeting will be held **Tuesday, July 2, 2013, at 2pm,** at Arthur Ashe School, located at 1456 Gardena Drive, New Orleans, LA 70122.
Plans will be available for viewing at Arthur Ashe Charter School by appointment only. Site visits can be arranged during the first week of the RFQ opening by contacting Charlie Weber, Lead Network Gardener, at charlie@esynola.org.

Questions:
All questions regarding this RFQ must be emailed directly to Mandy Lilly, Network Garden Manager for ESYNOLA, at mandy@esynola.org and should be received by July 3, 2013 at 4 pm. Questions and answers will be posted as an addendum to the RFQ by Monday, July 8, at 3 pm.

Evaluation:
A variety of weighted criteria, given below in order of priority, will be considered in evaluating proposals. This evaluation will be made based on information provided within the Proposal, by the Proposer during RFQ specific presentations or negotiations, news articles, press releases, client references, industry references, vendors, and other sources.

1. Price (5 Points): The lowest bid(s) will receive 5 points; the highest bid(s) will receive 1 point; all other bids will receive 3 points. Proposal Quality (5 Points): Proposal provides the best value to ESYNOLA / FirstLine based on quality, availability, delivery, specifications, terms and conditions.
2. Professional References (3 Points): Proposals with multiple positive references will receive 3 points; Proposals with references indicating reservations concerning Proposer quality will receive 0 points.
3. Consideration is given to the Proposer’s ability to perform successfully under the terms and conditions and their past performance record. Resumes of Past Projects in line with Scope of Work: (3 Points); Relevant professional experience with projects of this size (3 points); Headquartered in Orleans Parish (1 Point); Principal of Business and Registered Office is in Orleans Parish as listed with the Louisiana Secretary of State, State & Local Disadvantaged Business Enterprise: (1 Point): Proposer is listed in the SLDBE Directory on the City of New Orleans website.
4. Community Involvement (1 Point): Proposer demonstrates organizational commitment to programs or public service initiatives serving the youth of New Orleans.
5. Innovation (1 Point): Proposer demonstrates organizational commitment to business practices and methodologies that promote continuous professional development and technical training of employees; promote the health, safety, and wellness of employees; or promotes sustainable and responsible environmental and community relationships.
Execution of Work:
ESYNOLA hopes to get this project completed as soon as possible after notification of award to the successful vendor. Said notification should take place within one week after the due date for receipt of the proposals and review of same. The intent is to have the garden irrigation system 100% complete in time for the return of students, August 5.

All work is to be completed within the scope of and consistent with the plans submitted as part of this RFQ. Any vendor wishing to deviate from this plan should provide specific information and rationale as to why it would be in ESYNOLA’s best interest to do so.

Proposal cost shall include initial system set up.

Warranty:
We request a 3 year service agreement on the irrigation system. Service agreement is to include:
- contractor will provide a one year warranty on labor and installation
- Contractor will provide on-site Comprehensive Training of Edible Schoolyard Garden Team on how to use the system
- Contractor will test the system two times per year for 3 years
- Contractor will provide a preferred rate for service calls for 3 years (please specify your preferred rate)

Incidental Work:
Incidental work items for which separate payment will not be made includes, but is not limited to, the following items:
- Clean up, including disposal fees
- Signs
- Mobilization/Demobilization
- Restoration of property
- Cooperation with other contractors, abutters and utilities.
- Accessories and fasteners or components required to make items complete and functional.

Extra Work Items:
Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and ESYNOLA. If ESYNOLA determines that extra work is to be performed, a change order will be issued.

Change Orders:
ESYNOLA reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents. The contractor will not be paid
for any additional work he might claim without an authorized and fully executed change order.

**Final Clean Up:**
Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the vendor shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

**Control of Work:**
1. Authority of Network Garden Manager
   (a) All work shall be done under supervision of the Network Garden Manager and/or ESYNOLA’s authorized designee and to his/her satisfaction. The Network Garden Manager and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

**Proposal Authorities, Restrictions & Clauses**

**Authorities and Options**
- FirstLine reserves the right to reject any and all proposals for any reason.
- FirstLine reserves the right to correct or waive irregularities in submitted proposals should it be deemed in the best interest of FirstLine to do so.
- FirstLine reserves the right to negotiate any and all proposals for any reason.
- FirstLine reserves the right to disqualify any proposals that do not meet the submittal requirements.
- Final prices will be negotiated between the Proposer and FirstLine. FirstLine reserves the right to cancel the contract award if Proposer cannot commit to a contract that has prices within 5% of what is initially quoted.

**Prohibitions**
- FirstLine shall assess, negotiate and decide on this Proposal without influence from the Proposer’s employees, the Proposer’s representatives or agents, the Proposer’s vendors, or any other parties with a business, financial or family relationship to the Proposer.
- The Proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon FirstLine, its Board(s) and its agents; violators will be prosecuted to the extent of the pertinent laws.
The proposer is prohibited from submitting Proposals that are contingent upon winning multiple contracts; any such proposals will be disqualified.

**Proposer Responsibilities**

- It is the Proposer’s duty to inspect all submitted documents to assure completeness and legibility.
- It is the Proposer’s duty to understand the proposal; any misunderstanding is the responsibility of the Proposer; FirstLine has no obligation to correct, reject or question any portion of the proposal.
- Proposer must abide by all proposal requirements; the proposal may be rejected by FirstLine regardless of the type or significance of noncompliance.

**Termination of the Contract**

- The contract will expire naturally at the end of the contract term.
- FirstLine reserves the right to terminate the contract because of inferior quality of materials, product, workmanship, service and/or reductions and/or termination of funding.
- FirstLine reserves the right to terminate the contract immediately in the event that there are unresolved safety or liability concerns.

**Proposal Requirements**

The Proposer must answer all questions in this section and must include all requested documentation in order for the Proposer’s bid to be considered.

For each of the items below the Proposer must provide the requested Information and Data. The Proposer can provide this information in any form provided that all items are addressed and that FirstLine is assured that the Proposer has a history of high performance and strong systems in place to ensure continuity of performance at that level.

- Company Information, to include headquarter location, website, year founded, years operating with K-12 school clients, years operating in New Orleans, SLDBE or woman/minority-owned status, and bid authorization contact information
- Resumes of key executives and key contributors who will work with this contract if it is awarded
- A minimum of three (3) references, at least 2 of which must be current or former clients
- Contact information for at least 3 current or former customers with a project of similar size
- Company Financial Information for the last year
For each of the following assurances the Proposer must provide sufficient documentation to prove their ability to meet these expectations and deliverables.

**Staffing:** The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to FirstLine upon request. The Proposer will, at the request of FirstLine, immediately remove from service to FirstLine any employee who, in the opinion of FirstLine, is incompetent or who has been conducting him- or herself improperly. The Proposer shall maintain adequate staffing at all times. All of the Proposer’s employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. Drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. FirstLine places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Legal and Responsibility:** The Proposer must fulfill all obligations in compliance with all applicable local, state, and federal laws and regulations, including the Occupational Health and Safety Act. The Proposer will be responsible for all damage to the School’s property, equipment, and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must notify FirstLine concerning any litigation involving the Proposer or its parent or subsidiary companies.

**Insurance:** The Proposer must be able to provide proof of insurance coverage that will minimize FirstLine’s risk exposure to the extent outlined below:

- Worker’s Compensation/Employer’s Liability insurance to cover bodily accidents in the amount of not less than $1,000,000 per accident
- Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operations and completed operations in an amount of not less than $1,000,000 per occurrence and $3,000,000 aggregate
- Automobile Liability and Physical Damage insurance for an amount of not less than $1,000,000 for each bodily injury and property damage combined, single limits, and extensions of comprehensive coverage for all leased, owned and hired vehicles.