



Emerald Charter Schools will receive sealed bids for the provision of **Playground turf** as specified herein. Bids must be received by **10:00 AM on June 2, 2023**. This invitation to bid is posted on the Emerald Charter Schools website and with Builders Exchange of Tennessee.

**Bids should be delivered to (if by U.S. Mail):**

Emerald Charter Schools  
Attn: David Wells, VP of Administration – Emerald Service Bureau  
1014 Heiskell Ave.  
Knoxville, Tennessee 37921

*Note: Emerald Charter Schools will not be responsible for any lost or misdirected delivery. **Bids will be opened on-site at the Heiskell Avenue location at 10:00 AM on June 5, 2023.***

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications, who presents the product and/or service that is in the best interest of Emerald Charter Schools.

**1.2 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Emerald Charter Schools.

**1.3 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.4 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Emerald Charter School property.

**1.5 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

**1.6 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Emerald Charter Schools will make the final determination as to the bidder's ability.

**1.7 TAXES:** Emerald Charter School purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**1.8 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:**

“Nondiscrimination on Federally Assisted Programs” — “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000d. It is the policy of Emerald Charter Schools that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

**1.9 VENDOR DEFAULT:** Emerald Charter Schools reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

**These terms and conditions shall be part of the Contract. Emerald Charter Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.**

**2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Emerald Charter Schools without prior written approval.

**2.2 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Emerald Charter Schools.

**2.3 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction.

**2.4 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Emerald Charter Schools may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Emerald Charter Schools expressly retains all rights and remedies provided by law in case of such breach, and no action by Emerald Charter Schools shall constitute a waiver of any such rights or remedies. In the event of termination for default, Emerald Charter Schools reserves the right to purchase its requirements elsewhere.

**2.5 GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Emerald Charter Schools, Tennessee. The Chancery Court and/or the Circuit Court of Emerald Charter Schools, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

**2.6 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Emerald Charter Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

**2.7 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Emerald Charter Schools shall not be responsible for any payment, insurance or incurred liability.

**2.8 LIMITATION OF LIABILITY:** In no event shall Emerald Charter Schools be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits.

**2.9 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest,

that would conflict in any manner with the provision of its goods or performance of its services.

Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer, employee, or representative of Emerald Charter Schools as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

**2.10 REMEDIES:** Emerald Charter Schools shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

**2.11 RIGHT TO INSPECT:** Emerald Charter Schools reserves the right to make periodic inspections of the manner and means of how the service is performed or the goods are supplied.

**2.12 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**2.13 TERMINATION:** Emerald Charter Schools may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

**2.14 WARRANTY:** Contractor warrants to Emerald Charter Schools that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

**3.1 ADDITION/ DELETION OF SERVICES:** Emerald Charter Schools may, but shall not be required to, request the vendor to add services for Emerald Charter Schools. The successful vendor agrees that upon written designation by Emerald Charter Schools, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations.

**3.2 AWARD PROCESS:** If there is a winning bid, the name of the Vendor will be posted on the Emerald Charter School website by close of business on June 5, 2023, and will be recommended to the Emerald Charter School Board at its June 2023 meeting.

**3.3 BID EVALUATION:** In evaluating the bids, Emerald Charter Schools reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Emerald Charter School Board.

**3.4 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

**3.5 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Emerald Charter Schools and the successful bidder, the Contract of which is to be drafted by Emerald Charter Schools. Until a contract with a bidder has been approved by the Emerald Charter School Board and executed by the parties, no bidder shall have any contractual rights or other enforceable rights against Emerald Charter Schools. The submission of a responsive bid shall not be deemed to be an express or implied contract.

**3.6 DRUG-FREE WORKPLACE:** The Contractor shall have a drug-free workplace.

**3.7 ENTRANCE TO EMERALD ACADEMY:** Only authorized employees of the successful vendor are allowed on the premises of Emerald Academy. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor.

**3.8 EVALUATION CRITERIA:**

**3.8.1 Pricing - 50 Points**

**3.8.2 Project Timeline – 15 Points**

**3.8.3 Vendor Experience and Expertise - 25 Points**

**3.8.4. References – 10 Points**

**3.9 INSURANCE:** The successful vendor must maintain the required insurance coverage with no lapse in coverage. Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and listing Emerald Charter Schools as additional insured.

**3.10 SUBMIT ALL INVOICES FOR PAYMENT TO:**

Emerald Charter Schools

Attn: David Wells, VP of Administration – Emerald Service Bureau

1014 Heiskell Ave.

Knoxville, Tennessee 37921

**3.11 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction.

**3.12 PERFORMANCE AND PAYMENT BOND:** The awarded vendor may be required to provide both a performance and payment bond equal to one hundred percent of the total sum of the project. Bonds must be issued by a company authorized to do business in Tennessee.

**3.13 PRICING:** Vendors are to quote a firm fixed price for the project. The price may not change during the term of the contract unless agreed to by Emerald Charter Schools.

**3.14 REJECTION OF BIDS:** Emerald Charter School reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of Emerald Charter School may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that Emerald Charter Schools does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Emerald Charter Schools.

**3.15 REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Emerald Charter Schools may require that the successful vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Emerald Charter Schools.

**3.16 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

**3.16.1** That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

**3.16.2** That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and

**3.16.3** That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

**3.17 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public.

**3.18 SCHEDULING OF WORK:** Vendor shall cooperate with officials in performing work so that interference with the normal program of the school will be held to a minimum.

**3.19 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Emerald Charter Schools.

**3.32 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation to David Wells, VP of Administration, Emerald Service Bureau.

## **SECTION IV SPECIFICATIONS**

**4.1 ADHERENCE TO CODES:** All work shall comply with the codes, guidelines, laws, and standards of all authorities having jurisdiction.

**4.2 PURPOSE:** The purpose of this specification is for adding turf to the Emerald Academy existing playground area. Contact David Wells, VP of Administration – Emerald Service Bureau for detailed specifications of the project. In response to the bid, Vendors should state:

- a. Project cost
- b. Project timeline
- c. Contractor expertise, portfolios, experience, etc.
- d. Scope of work:
  - Cover approximately 9,100 square feet area with turf.
  - Site work to prepare the space
  - Furnish and install:
    - 6"x6" treated timber for border
    - Non-woven geotextile
    - 4" inches of crushed stone for drainage layer for turf. Grade and compact stone to create smooth layer for installation of pad and turf.
    - ¾" foam pad
    - Recreation synthetic turf with 1 1/8" pile height with sand infill of 60 oz per square yard

## **SECTION V VENDOR INFORMATION AND PRICING FOR TURF SERVICES**

**5.1 Vendor Name**

**5.2 Vendor Address**

**5.3 Phone Number**

**5.4 Contact Person**

**5.6 Contact Person's email address**

**5.7 Signature of authorized individual on behalf of bidder**

**5.8 Do you accept the Terms and Conditions of the bid?**

**BIDDER'S NAME:** \_\_\_\_\_

**AUTHORIZING SIGNATURE:** \_\_\_\_\_