

Essex County Public Schools
School Board Office
P.O. Box 756
109 N. Cross Street
Tappahannock, Virginia 22560
804-443-4366

Date: October 21, 2020

From: Dr. Harry Thomas, Superintendent

Invitation for Bid Number: 2020-01
Invitation to Bid for Essex County High School Concession Stand
Renovation/Repairs

We are pleased to invite your bid. Attached hereto you will find the necessary documents giving information and instructions pertaining to your bid:

1. Invitation to Submit a Bid. This sheet provides you with the basic information concerning opening of bids, time factors, proper address for submitting your bid, and identifies the authorized representative of the school system who will be your contact.
2. Terms and Conditions of the Bid. Contained within the General and Standard Terms and Conditions of Bid are the provisions and terms governing your bid. Please read these pages carefully as they are an integral part of the bid and any potential award.
3. Specifications. This document indicates the exact nature of our needs. When specifications for equipment, material, and supplies are provided, they are to be completed by the Vendor/Bidder and returned with your response.

Invitation for Bids

Essex County Public Schools is seeking licensed and qualified Class A contractors to renovate and repair the concession stand at Essex County High School. Attached hereto as Exhibit A is a Scope of Work, listing all requirements for the repair and renovation work and a set of drawings. Exhibit B contains all drawings for the Project. All work shall be performed in accordance with all federal, state, county, municipal and department laws, ordinances, permits, relevant code regulations and resolutions which may in any way affect this project or any part thereof. In particular, all replacement and repair work must be compliant with the Americans with Disabilities Act requirements. The selected firm will employ, coordinate, and supervise all necessary consultants as may be required.

A mandatory Pre-bid Conference is scheduled for October 28th, 2020 at 10:00 AM at the ECPS School Board Office. The address is 109 N. Cross St., Tappahannock, Virginia 22560. Because of the need to fully understand the scope of work, all prospective bidders must attend the Pre-bid Conference. The entire pre-bid conference will be held outdoors where you will be expected to wear a mask at all times and maintain at least 6 feet of social distance between yourself and others. A visit to

the project site is planned as part of the Pre-bid Conference. Contractors bidding on this project shall follow all local, state and federal guidelines for the construction of this structure.

The Essex County School Board reserves the right to reject any and all bids (or any part thereof) and to waive any informalities or irregularities when the School Board, in its sole discretion, deems it to be in the best interests of the school division.

If any prospective Bidder has questions about the specifications or other documents, terms, or conditions, the prospective Bidder shall contact Sabrina Civils, Essex County Public Schools, Director of Accounting at 804-443-4366, no later than five calendar days before the deadline for receipt of bids. Any revisions to the Invitation for Bids will be made only by addendum issued by the Essex County Public Schools.

Attachments:

1. Bid Form.
2. Certification of No Crimes Against Children.
3. Drawings.

Bid Preparation

1. Sealed Bids will be received until November 11th, 2020 at 12:00 PM at the Essex County Public Schools School Board Office, 109 N. Cross St., Tappahannock, Virginia 22560. **Bids will be publicly opened** and read aloud. Any bids received after the specified time will be rejected. The School Board is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It has been the experience of the School Board that private couriers do not make special morning deliveries in Essex County. It is the sole responsibility of the Bidder to ensure that its bid reaches the School Board office by the designated date and hour. Bids will not be accepted over the facsimile machine. Bids received in response to this Invitation will be opened at the time and place stated and will be made public only as provided by the Virginia Public Procurement Act and the Virginia Freedom of Information Act.
2. All bids must be signed by an authorized representative of the company submitting the bid.
3. One (1) electronic copy and two (2) bound copies of the signed bid form, attached hereto as "Attachment 1", should be returned in an envelope or package, sealed and identified as follows:

Invitation for Bid Number: 2020-01
Invitation to Bid for Essex County High School Concession Stand
Renovation/Repairs
for Essex County Public Schools
Name of Bidder _____
Address _____
Opening Date of November 11th, 2020 at 12:10 PM.

No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

**SCHOOL BOARD OF ESSEX COUNTY, VIRGINIA
STANDARD TERMS AND CONDITIONS**

1. General Provisions

1.1 Unless otherwise agreed to in a writing signed by the Superintendent for Essex County Public Schools (ECPS), and approved as to form by the attorney for Essex County Public Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for Essex County, Virginia (the "Board") and _____ (the "Contractor").

2. Definitions

2.1 "Solicitation" means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Essex County Code, Board policy, or Virginia law.

2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the Contractor/Bidder and the Board, including these Standard Terms and Conditions.

2.3 "Contract Period" means the time period from the time that Contractor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Contractor's contractual obligations to the Board, arising out of the Solicitation, cease.

2.4 "Obligations" means any and all legal obligations of Contractor under any Contract Documents.

3. Laws of the Commonwealth

3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Essex County Code. Contractor represents and warrants to the Board that:

a.) During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;

b.) It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,

c.) Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. School Board Policies

- 4.1 In every contract of over \$10,000, the Contractor agrees during the Contract Period that Contractor:
- a.) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor;
 - b.) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
 - c.) Will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
 - d.) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the Contractor's employee handbook; and
 - e.) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Contractor.
- 4.2 In every contract of over \$10,000, the Contractor agrees during the Contract Period the Contractor shall:
- a.) Provide a drug-free workplace for its employees;
 - b.) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
 - c.) State in all of its solicitations or advertisements for employees that the Contractor maintains a drug-free workplace; and
 - d.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
 - e.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a

Contractor under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Essex County Code.

- f.) In addition to the provisions contained in sub-paragraph c pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.
- 4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.
- a.) "Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
 - b.) If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

- 4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Contractor/Bidder is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor/Bidder shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

5. Certifications

- 5.1 The Contractor certifies that Contractor's response to the Solicitation:
- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid in response to the same solicitation;
 - b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - c. Is in full compliance with the Virginia Conflicts of Interest Act;
 - d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,

- e. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;
- 5.2 The Contractor has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- 5.4 The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Invitation for Bids; and
- 5.5 Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

- 6.1 The Contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Contractor to perform its Obligations. Any goods or services furnished by the Contractor under the Contract Documents shall be covered by the most favorable warranties provided by the Contractor to any customer.
- 6.2 Contractor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

- 6.3 The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.
- 7. Modifications, Additions or Changes**
- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.
- 8. Procurement Code**
- 8.1 Solicitations are subject to applicable School Board policy, which is hereby incorporated into this Contract in its entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF ESSEX COUNTY SCHOOL BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS.
- 9. Bid Acceptance Period**
- 9.1 Any bid in response to a solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- 10. Indemnification**
- 10.1 The Contractor agrees to indemnify, defend and hold harmless the Board and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor (ii) any services of any kind or nature provided by the Contractor or (iii) Contractor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.
- 11. Assignment**
- 11.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.
- 12. Audit**
- 12.1 The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of

the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.

13. Ownership of Documents

13.1 Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its Obligations shall be remitted to the Board by the Contractor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials produced under this Agreement.

14. Payment and Performance Bond

14.1 If Contractor's Obligations include construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the Board the bonds required under applicable Virginia law and Board policy, and shall otherwise fully comply with the requirements of such sections of the Virginia Code and policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Virginia Code or policy.

15. Required Payment

15.1 The Contractor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Contractor by the School Board for work performed by a subcontractor under the Contract:

- a.) pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Contract performed by such subcontractor, or
- b.) notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

15.2 Contractor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Contractor under the Contract Documents.

15.3. Contractor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board for work performed by the subcontractor in furtherance of Contractor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(b) above.

15.4 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

15.5 Contractor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

15.6 Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

16. Liability Coverage

16.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the Board, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Board from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name the "School Board of Essex County, Virginia" and as an additional insured. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to the Board, the Contractor shall provide the Board with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Board at least 30 days' notice prior to cancellation or other termination of such insurance.

17. Loss or Damage in Transit

17.1 Delivery by a Contractor to a common carrier does not constitute delivery to the Board. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. CBPS will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by CBPS to the carrier and the Contractor within 15 days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of CBPS, the Contractor may deduct the amount of damage or loss from his or her invoice to CBPS in lieu of replacement.

18. Freight

18.1 By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Contractor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the Board will consider freight cost in the evaluation of bids.

19. Insurance and Bond Requirements

19.1 The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's

Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:

a) Worker's Compensation and Employer's Liability. Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- a) Bodily Injury by accident, \$500,000 for each accident;
- b) Bodily Injury by disease, \$500,000 policy limit;
- c) Bodily Injury by disease, \$500,000 for each employee.

b) Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the Board as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Board. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:

- a) \$1,000,000 for each occurrence involving bodily injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

c) Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

- a) \$1,000,000 for each occurrence involving personal injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

d) The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

19.2 The Board reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Board.

19.4 Insurance policies shall provide for notification to the Board of non-payment of any premium and shall give the Board the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Board shall be deducted from amounts due Contractor under the Contract.

20. Compliance With Laws

20.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and Board policies.

21. No Waiver

21.1 Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board's position and Contractor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Contractor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

22. Termination and Cancellation

22.1 The Board shall have the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and the Board.

22.2 The Board has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board. If a contract is terminated in whole or in part for the convenience of the Board, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

22.3 Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

23. Availability of Funds

23.1 It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's Obligations with respect to the Contract Documents.

24. Billing, Method of Payment and Offset Rights

24.1 Billing shall be done monthly based on the contracted rate bid by the Contractor and submitted to the Essex County Public Schools' Finance Department. The Board will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Essex County Public Schools' Finance Department.

24.2 Contractor agrees that the Board has the unilateral right to offset any bill submitted to Board by Contractor, or any payment owed to Contractor by the Board, by any amount due to the Board from Contractor pursuant to the Contract Documents, or any other

agreement, contract or transaction between Board and Contractor.

25. Tax Exemption

25.1 The School Board of Essex County Public Schools, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The Board's tax identification number is 54-6001265.

26. Work Site Damages

26.1 Any damages, including damage to finished surfaces, resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Contractor's expense.

27. Choice of Law

27.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to their principles of conflicts of law.

28. Forum Selection

28.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Westmoreland County, Virginia for resolution of any and all claims, causes of action or disputes between Contractor and the Board. Contractor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

29. Severability

29.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

30. Attorneys' Fees

30.1 Should the Board employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract Documents or Contractor's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with Contractor (iv) collect damages for the breach of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the Contractor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Contractor if the Board prevails in court.

31. Notices

- 31.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:
- a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or
 - b.) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent of Schools
Essex County Public Schools
P.O. Box 756
109 N. Cross Street
Tappahannock, VA 22560

With a copy to:
Bradford A. King, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

32. Contractual Claims Procedure

- 32.1 Contractual claims or disputes by Contractor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- 32.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- 32.3 If the Contractor disagrees with the decision of the Board concerning any pending claim, the Contractor shall promptly notify the Board by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Board or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the Board, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 32.4 The Board's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by

instituting legal action in the appropriate court.

33. Correction of Defective Work

33.1 Contractor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Contractor shall be liable to the Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

34. No Crimes Against Children

34.1 Contractor acknowledges that the implementation of the Contract Documents requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Essex County Public Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

34.2 Contractor understands that, pursuant to Code of Virginia §22.1-296.1 making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Essex County Public Schools** shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

34.3 The Contractor shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Attachment #2.

34.4 Tobacco and Tobacco Products: The Essex County School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products is forbidden at all times.

General Terms and Conditions

**Invitation for Bid Number: 2020-01
Invitation to Bid for Essex County High School Concession Stand
Renovation/Repairs**

Qualification of Bidders: The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The School Board further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the School Board that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

References: Before a bid is considered for award, the Bidder may be requested by the Superintendent of Schools to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supplying materials, supplies, and equipment.

Additional Information: The School Board reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the School Board deems desirable.

Right to Reject: The Essex County School Board reserves the right to reject any and all bids (or any part thereof) and to waive any informalities or irregularities when the School Board, in its sole discretion, deems it in the best interests of the school division.

Award of Contract: The Board intends to enter a contract for the services solicited under this IFB with a competent, responsive, responsible firm after using the competitive sealed bidding process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4302.1 and 2.2-4303.

Negotiation with Lowest Bidder: If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Section 2.2-4318 of the Code of Virginia, the Owner reserves the right to negotiate with such bidder to obtain a contract price within the available funds.

Proprietary Information: Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Quantities: The scope of work listed is an estimate of anticipated need. The School Board reserves the option to increase or decrease the scope of work based on actual need or availability of funds.

Inspection of Site: At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read and be thoroughly familiar with the specifications and bid documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

Clean Up: The successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish. All dust and waste sanding materials must be removed daily. At the completion of

the work, Contractor shall remove all his waste materials and rubbish from and about the site as well as all his tools, equipment, and surplus materials.

Federal-Aid Provisions: When the U. S. government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that are part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

Grant Funds Provision: When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

Specific Instructions

1. General Scope of Services

Essex County Public Schools is seeking licensed and qualified Class A contractors to renovate and repair the concession stand at Essex County High School. Attached hereto as Exhibit A is a list of all requirements for the repair and renovation work. Exhibit B includes all relevant drawings. All work shall be performed in accordance with all federal, state, county, municipal and department laws, ordinances, permits, relevant code regulations and resolutions which may in any way affect this project or any part thereof. In particular, all replacement and repair work must be compliant with the Americans with Disabilities Act requirements. The selected firm will employ, coordinate, and supervise all necessary consultants as may be required.

2. General Scope of the Project

Current plans call for the renovation and repair to the concession stand at Essex County High School. Time is of the essence therefore contractors shall begin the project as soon as a Contract is entered into with the Essex County School Board and all permits are in place, which is to be determined. Below is a list of specific requirements for the project, but it may not be exhaustive. Please see the complete list attached as Exhibit A. The Contractor shall obtain all permits required for the completion of this project and comply with all applicable laws.

The services requested will require demolition and disposal of certain structures including an entrance and bathrooms. Contractors bidding on this project shall follow all local, state and federal guidelines for removal and disposal of all hazardous materials encountered. The Contractor shall provide a detailed manifest of transport and disposal of all materials and individuals associated with the removal and disposal.

Specific Requirements:

- A. The contractor shall provide all materials, tools, machinery and labor and supervisions necessary for the renovation and repair work on the above property.

- B. All necessary permits and approvals are the responsibility of the bidder at their own expense. Bids shall include all permit fees, disposal fees, material removals, disposal and restoration and other direct charges in conjunction with the work as part of the fee in the bid submitted.
- C. It is the sole responsibility of the Contractor to become familiar with the site, hazardous materials reports and site surroundings.
- D. The Contractor is solely responsible to ensure the safety of the public. The site shall be secured to prevent unauthorized intrusion onto the site. Public safety shall be a high priority for the Contractor throughout the entirety of the project.
- E. The contractor shall be responsible for the removal and proper disposal of all materials, including all asbestos containing materials. The contractor relieves Essex County School Board of all liability in the disposal of debris.
- F. The Contractor is solely responsible for the safeguarding of the environment affected by the demolition or activities related to the demolition process.
- G. The Contractor shall store and dispose of all materials according to all local, state and federal laws governing such activities.
- H. The Contractor shall keep detailed manifests of all hazardous materials removed and disposed of.
- I. The Contractor shall only remove hazardous materials with individuals licensed for such activities. The Contractor shall keep detailed records of individuals removing hazardous materials.
- J. The Contractor shall be responsible for contacting all public utilities prior to beginning any work. The Contractor shall verify in writing that all utility companies have provided it with a notice to proceed prior to beginning any demolition work. The Contractor shall also verify in writing that all public utilities have been properly sealed according to utility company requirements.
- K. The Contractor shall keep the highway and roadway in front of the school clean and free from mud and debris.
- L. The Contractor shall keep access to the site open for fire and emergency vehicles, ECPS staff and its agents.
- M. At the close of the project, the Contractor shall leave the site clean and free of hazards, refuse materials and debris.
- N. The Contractor shall securely cap / seal any and all open pipes and pits left exposed as a result of the demolition.

Additional Project Requirements:

A mandatory **Pre-bid Conference** is scheduled for **October 28th, 2020 at 10:00 AM at ECPS School Board Office. The address is 109 N. Cross Street, Tappahannock, Virginia 22560.** Because of the need to fully understand the scope of work, all prospective bidders must attend the Pre-bid Conference.

The entire pre-bid conference will be held outdoors where you will be expected to wear a mask at all times and maintain at least 6 feet of social distance between yourself and others. A visit to the project site is planned as part of the Pre-bid Conference.

Each Bid must be accompanied by a deposit of cash or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid. In lieu of the cash deposit or certified check, a bid bond in the above amount will be sufficient. The successful Bidder may not withdraw his bid within (60) days after the opening thereof without forfeiture of his bid bond or deposit.

3. General Requirements and Procedures for Bids

- a. **Bids will be accepted until November 11th, 2020 at 12:00 PM. Bids received after this date and time will not be considered.**
- b. Bids should be prepared simply and provide a straightforward, concise description of the firm's ability to satisfy all IFB requirements. Emphasis should be on completeness and clarity of content.
- c. One (1) Electronic and Two (2) manually signed bids should be provided.
- d. Information thought to be relevant, but not specifically applicable to the scope of the work may be provided as an appendix to the bid. If publications are supplied, the responses should include references to the document number and page number. Bids not providing this reference will be considered to have no reference materials included in the additional documents.
- e. Interested firms shall provide a complete bid to include the following:
 1. a letter stating that the firm agrees, if selected, to renovate and repair the Essex High School concession stand as further described in the IFB or during the selection process, the contract negotiation phase, or any written communication prior to executing the contract, and signed by an individual with the capacity to contract for the firm and who will serve as a point of contact should the firm be selected;
 2. a company profile that includes a brief history of the firm, a list of shareholders and officers, a legal organizational form, a list of places of business, the number of full time employees by discipline, the current gross fee volume of all contracts, and the gross fee volume for each of the past three years;
 3. a listing of project consultants that includes the names and addresses of all consulting firms or individuals (including civil, mechanical, plumbing, electrical, landscape and structural);
 4. a listing of experience that includes renovation and repair of building(s) of similar size and complexity; please include (a) project name, (b) client's phone number, (c) total sq. ft., (d) cost per sq. ft, (e) bid versus estimate data, (f) percent of change orders, (g) total project cost, (h) bid versus estimate data, (i) elapsed time to complete the renovation;

5. a listing of references that includes name, title, address, phone number, and e-mail address, of three individuals currently employed by your previous clients who have personal knowledge of your firm's performance on projects for that client;
6. a statement of liability claims and insurance that includes a copy of your Certificate of Insurance Coverage, along with a description of the disposition of any liability claims over the past 10 years; and
7. The time frame in which the job will be completed.

4. Bid Submittal

Bids should be submitted in a sealed envelope or package and identified on the outside with the name and address of the firm submitting the bid and the IFB title. Bids should be submitted to Sabrina Civils, Director of Accounting, Essex County Public Schools, 109 N. Cross Street, Tappahannock, Virginia 22560. It is the sole responsibility of the responding firm to ensure that its bid is delivered to the above address by the designated date and hour. The Essex County School Board is not responsible for delays in delivery of mail by the U.S. post office or private couriers. Bids received after November 11th, 2020 at 12:00 PM will not be considered. Requests for information about this IFB or any related questions may be directed to Sabrina Civils, Director of Accounting at (804) 443-4366.

5. Additional Required Information

All bids must contain confirmation that the firm carries the insurance required by section 19 of the Standard Terms and Conditions.

6. Contract Award

The School Board intends to award a Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the School Board to accept it. The School Board reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the School Board. Award may be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the School Board. The School Board also reserves the right to reject the bid if a Bidder is deemed to be a non-responsible Bidder.

ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the School Board will publicly post such notice at the Essex County School Board Office, 109 N. Cross Street, Tappahannock, Virginia 22560 and also on the Essex County Public Schools Website at <http://www.essex.k12.va.us/>.

TIE BIDS: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Essex County or provided by persons, firms or corporations having principal places of business in Essex County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Essex County or Commonwealth choice is available, the tie shall be decided by lot.

Please Note: Firms that are considering submitting a bid should not make contact with members of the Essex County School Board.

ATTACHMENT 1 – BID FORM

**Essex County Public Schools
School Board Office
109 N. Cross Street
Tappahannock, VA 22560
804-443-4366**

Letter of Transmittal

TO: Essex County Public Schools
School Board Office
109 N. Cross Street
Tappahannock, VA 22560

From:

(Name of Company)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(Email Address)

**Invitation for Bid Number: 2020-01
Invitation for Bid for Essex County High School Concession Stand
Renovation/Repairs**

Bid Form

Pursuant to and in compliance with your Invitation for Bids and the Instructions for Bidders relating thereto, the undersigned hereby offers to furnish services to Essex County Public Schools as shown on the attached bid.

It is understood and agreed that, while price is a major consideration, the Essex County School Board will consider all aspects of each bid, including guarantees respecting the delivery. The Essex County School Board reserves the right to accept any proposals or to reject all bids, with or without cause, and that all bids are irrevocable for a period of 60 days after the bid submittal date. The Essex County School Board further reserves the right to award the Contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the School Board.

Invitation for Bid Number: 2020-01
Invitation for Bid for Essex County High School Concession Stand
Renovation/Repairs

BASE BID

Having become completely familiar with the local conditions affecting the cost of work, at the place where the Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding Documents entitled:

Invitation for Bid for Essex County High School Concession Stand Renovation/Repairs dated _____, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities as necessary and/or required to execute all of the Work related to renovation and repair of the concession stand at Essex County High Schools as further described by the aforesaid Bidding Documents for the lump sum consideration of:

_____ Dollars (\$_____)

BID SECURITY

Bid security in the amount of five percent (5%) of the Base Bid is attached hereto, without endorsement, in the sum of

_____ Dollars (\$_____)

which is to become the property of the School Board in the event the Contract is not executed within the period set forth, as liquidated damages for the delay and additional work caused to the School Board.

We acknowledge receipt of the following Addenda and Bulletins (if any):

No. _____, dated _____

No. _____, dated _____

No. _____,

dated _____

By submitting a bid in response to this invitation, the Bidder represents that in the preparation and a submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.18 or Section 59.1-68.2 through 59.1-68.8 of the Code of Virginia.

The undersigned, having read and understood the General and Special Terms and Conditions and Specifications for the referenced Invitation, agrees to furnish and perform such materials and labor to complete said Project on the item numbers proposed on the attached sheet for the sum of money indicated, if this Bid is accepted.

Legal Name of Bidder (Company)

Accepted by:
Essex County School Board

By _____

By _____

Printed Name

Title

Title

Date of Acceptance

Business Address

Email Address

Date

ATTACHMENT 2

**Invitation for Bid Number: 2020-01
Invitation for Bid for Essex County High School Concession Stand
Renovation/Repairs**

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Essex County Public Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Essex County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

‡ NO

‡ YES (please explain) _____

Contractor

Date

By: _____

Print: _____

Title: _____

Scope of Work

Scope of work for renovations to the concession stand at Essex High School located at 833 High School Circle, Tappahannock Va.

Exterior scope of work:

1. Clean and paint exterior of metal building to include two coats of superior exterior paint.
2. Front A entrance to be torn down minus existing 6x6 posts and completely rebuilt. Front double doors under new front A to be replaced.
3. Install 8x12 concrete pad for grilling on end of building facing baseball field
4. On the opposite side, install 12x18 pad for concession stand with lean to over top of pad consisting of metal roof, all electrical and lighting, and concession stand roll up garage door.
5. Move exterior door as needed for proper flow to new bathrooms to be installed.
6. Dig up and locate exterior plumbing to connect new drain lines.

Interior bathrooms scope of work:

1. Demo current concrete to plump new men's/ women's bathrooms.
2. Frame new men's/ women's bathroom and hallway.
3. Commercial drop ceiling to be installed over bathrooms and hallway.

Men's bathroom to include:

- 4-commercial Kohler toilets
- 4-commercial Kohler urinals
- 2- commercial sinks
- 1-handicap accessible stall
- 1-changing station
- 2-electrical outlets
- 2-exhaust fans
- 1-large mirror over both sink
- All toilets with commercial grade stall dividers

4x8 sheets of fiberglass, commercial wipeable panels

Women's bathroom to include:

- 2-commercial sinks
- 6 -commercial Kohler toilets
- 1-handicap accessible stall
- 1- changing station
- 2-electrical outlets
- 2-exhaust fans

1-large mirror over both sinks

4x8 sheets of fiberglass, commercial wipeable panels for easy cleaning
All stalls with commercial grade stall dividers

Interior concession stand renovations to include:

1. Wall to be moved between concession stand and bathroom (moved 4 feet) see drawing
2. Install interior commercial door to concession stand
3. Interior concession stand wall framed, finished and painted
4. Commercial drop ceiling
5. 6 interior can lights
6. All electrical outlets needed and included for stove, microwave and refrigerator
7. Water line
8. Double stainless steel sink
9. Two corners of concession stand will have outlets for corner fans
10. Prime and paint entire interior
11. Work bar top along wall of double sink

Block wall to existing shower room to be sealed off.

Essex County Public Schools IFB #2020-01
Exhibit B – Athletic Concession Stand Renovation Drawings AD-101, A-101, A-201