

BID FORM

County of Henrico
 Department of Finance
 Purchasing Division
 8600 Staples Mill Road
 P. O. Box 90775
 Henrico, Virginia 23273-0775

I/We hereby propose to furnish all tools, labor, and equipment necessary to provide ground maintenance equipment, parts, and repair services, in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 23-2531-5JMH**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges and any other associated charges (delivery, handling, surcharges, environmental fees, etc.) shall be included in the bid price.

The Discount Percent off Equipment and Parts, if any, shall be from the current Manufacturer's Suggested Retail Price ("MSRP") list.

AWARD WILL BE MADE BY LOT. BIDDERS DO NOT HAVE TO SUBMIT A BID FOR ALL LOTS TO BE CONSIDERED RESPONSIVE. HOWEVER, BIDDERS MUST PROVIDE AN EQUIPMENT PERCENT DISCOUNT, PARTS PERCENT DISCOUNT, AND HOURLY LABOR RATE TO BE CONSIDERED RESPONSIVE. **ZERO (0) IS AN ACCEPTABLE ENTRY FOR THE EQUIPMENT AND PARTS PERCENT DISCOUNT IF NO MSRP DISCOUNT IS OFFERED.**

| LOT | Manufacturer & Category | Discount off MSRP (Equipment) | Discount off MSRP (Parts) | Shop Labor Rate for Certified Repairs |
|-----|-------------------------|-------------------------------|---------------------------|---------------------------------------|
| 1 | Bear Cat (Crary ®) | No Bid % | No Bid % | \$ _____ / hour |
| 2 | Billy Goat | 20 % | 5 % | \$ 105 / hour |
| 3 | Bobcat - Landscaping | No Bid % | No Bid % | \$ _____ / hour |
| 4 | Briggs & Stratton | 6 % | 6 % | \$ 105 / hour |
| 5 | Cub Cadet | 0 % | 0 % | \$ 105 / hour |
| 6 | Echo | 20 % | 6 % | \$ 105 / hour |
| 7 | ExMark | No Bid % | No Bid % | \$ _____ / hour |

| LOT | Manufacturer & Category | Discount off MSRP (Equipment) | Discount off MSRP (Parts) | Shop Labor Rate for Certified Repairs |
|-----|--------------------------------|-------------------------------|---------------------------|---------------------------------------|
| 8 | Honda – Engines | 6 % | 6 % | \$ <u>105</u> / hour |
| 9 | Honda – Power Equipment | 11 % | 11 % | \$ <u>105</u> / hour |
| 10 | Husqvarna | 0 % | 0 % | \$ <u>105</u> / hour |
| 11 | Hustler Turf Equipment | 30 % | 6 % | \$ <u>105</u> / hour |
| 12 | John Deere – Commercial / Turf | No Bid % | No Bid % | \$ _____ / hour |
| 13 | John Deere - Golf | No Bid % | No Bid % | \$ _____ / hour |
| 14 | Kawasaki – Engines | 6 % | 6 % | \$ <u>105</u> / hour |
| 15 | Kohler Engines | 6 % | 6 % | \$ <u>125</u> / hour |
| 16 | Kubota | 22 % | 6 % | \$ <u>105</u> / hour |
| 17 | Little Wonder | 20 % | 0 % | \$ <u>105</u> / hour |
| 18 | Massey Ferguson | No Bid % | No Bid % | \$ _____ / hour |
| 19 | Scag Power Equipment | No Bid % | No Bid % | \$ _____ / hour |
| 20 | Shindaiwa | No Bid % | No Bid % | \$ _____ / hour |
| 21 | STIHL | 20 % | 22 % | \$ <u>105</u> / hour |
| 22 | Titan Tool | No Bid % | No Bid % | \$ _____ / hour |
| 23 | Toro | 30 % | 14 % | \$ <u>105</u> / hour |
| 24 | Toro – Golf | No Bid % | No Bid % | \$ _____ / hour |
| 25 | Ventrac | 12 % | 10 % | \$ <u>105</u> / hour |

BID FORM – SCENARIO

This scenario should be taken as an example and is **not** a guaranteed amount of work. Services shall be requested as needed by the County of Henrico. **Quantities and yearly spend are listed as an estimate for comparison only; actual requested services could be more or less during the contract period.**

THE SAME RATES FROM THE “BID FORM” SHOULD BE USED ON THE “BID FORM – SCENARIO”. DIFFERENT RATES MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE.

| <p align="center">Bid Form – Scenario FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E</p> | | | | | | |
|---|---------------------|--------------------------|---------------------|-------------------------------|-------------------------|------------------|
| A | B | C | D | E | F | G |
| Lot 1 – Bear Cat (Crary ®) | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ <i>No Bid</i> |
| Lot 2 – Billy Goat | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | <i>20</i> % | \$10,000.00 | <i>5</i> % | 50 | \$ <i>105</i> | \$ <i>30,750</i> |
| Lot 3 – Bobcat - Landscaping | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ <i>No Bid</i> |
| Lot 4 – Briggs & Stratton | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | <i>6</i> % | \$10,000.00 | <i>6</i> % | 50 | \$ <i>105</i> | \$ <i>33,450</i> |
| Lot 5 – Cub Cadet | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | <i>0</i> % | \$10,000.00 | <i>0</i> % | 50 | \$ <i>105</i> | \$ <i>35,250</i> |
| Lot 6 – Echo | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | <i>20</i> % | \$10,000.00 | <i>6</i> % | 50 | \$ <i>105</i> | \$ <i>30,650</i> |

| Bid Form – Scenario | | | | | | |
|---|---------------------|--------------------------|---------------------|-------------------------------|-------------------------|----------------|
| FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E | | | | | | |
| A | B | C | D | E | F | G |
| Lot 7 – ExMark | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 8 – Honda - Engines | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 6 % | \$10,000.00 | 6 % | 50 | \$ 105 | \$ 33,450 |
| Lot 9 – Honda – Power Equipment | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 11 % | \$10,000.00 | 11 % | 50 | \$ 105 | \$ 31,950 |
| Lot 10 – Husqvarna | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 0 % | \$10,000.00 | 0 % | 50 | \$ 105 | \$ 35,250 |
| Lot 11 – Hustler Turf Equipment | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 30 % | \$10,000.00 | 6 % | 50 | \$ 105 | \$ 28,650 |
| Lot 12 – John Deere – Commercial / Turf | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 13 – John Deere - Golf | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 14 – Kawasaki - Engines | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 6 % | \$10,000.00 | 6 % | 50 | \$ 105 | \$ 33,450 |

| <p align="center">Bid Form – Scenario FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E</p> | | | | | | |
|---|---------------------|--------------------------|---------------------|-------------------------------|-------------------------|----------------|
| A | B | C | D | E | F | G |
| Lot 15 – Kohler - Engines | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 6 % | \$10,000.00 | 6 % | 50 | \$ 105 | \$ 33,450 |
| Lot 16 – Kubota | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 22 % | \$10,000.00 | 6 % | 50 | \$ 125 | \$ 31,250 |
| Lot 17 – Little Wonder | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 20 % | \$10,000.00 | 0 % | 50 | \$ 105 | \$ 31,250 |
| Lot 18 – Massey Ferguson | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 19 – Scag Power Equipment | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 20 – Shindaiwa | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 21 – STIHL | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 20 % | \$10,000.00 | 22 % | 50 | \$ 105 | \$ 29,050 |
| Lot 22 – Titan Tool | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |

| <p align="center">Bid Form – Scenario</p> <p align="center">FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E</p> | | | | | | |
|--|---------------------|--------------------------|---------------------|-------------------------------|-------------------------|----------------|
| A | B | C | D | E | F | G |
| Lot 23 – Toro | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 30 % | \$10,000.00 | 14 % | 50 | \$ 105 | \$ 27,850 |
| Lot 24 – Toro - Golf | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | % | \$10,000.00 | % | 50 | \$ | \$ No Bid |
| Lot 25 – Ventrac | | | | | | |
| Estimated Spend on Equipment | % Discount off MSRP | Estimated Spend on Parts | % Discount off MSRP | Estimated Regular Labor Hours | Regular Shop Labor Rate | Extended Price |
| \$20,000.00 | 12 % | \$10,000.00 | 10 % | 50 | \$ 105 | \$ 31,850 |

Provide the business name and street address for your facility, where County equipment will be serviced:

hand+Coates, 2624 Anderson Hwy, Powhatan VA 23139

Distance in miles from Henrico County Western Government Center, 4301 East Parham Road, Henrico, VA 23228: 29 miles

Provide hours of operation for the facility: 8:00AM-5:00PM Mon to Friday

My/Our payment terms are: Net 30. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Indicate whether your business is or is not located in the County, if it is, please include a copy of your County business license with your bid.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

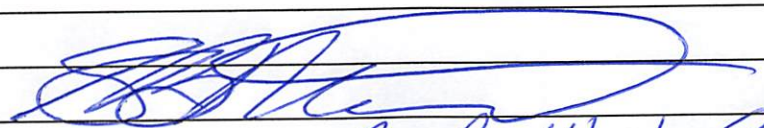
Addendum No. _____ Dated _____.

BID SIGNATURE SHEET

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”) 23-2531-5JMH – Grounds Maintenance Equipment, Parts, and Repair Services.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

| | |
|---|--|
| LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME): | Land + Coates, Inc. |
| ADDRESS: | 2624 Anderson Hwy Powhatan VA 23139 |
| SIGNATURE: |  |
| NAME OF PERSON SIGNING (print): | Borden Winstead |
| TITLE: | President |
| TELEPHONE: | 757-271-0671 direct 804-593-3058 store |
| FAX: | 804-598-9633 |
| E-MAIL ADDRESS: | bwinstead@landandcoates.com |
| DATE: | 5/24/23 |

**ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM**

Company Legal Name: Land + Coates, Inc

This form completed by: Signature: [Signature] Title: President

Date: 5/24/23

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

656035 NUMBER

7/10/24 DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder:

is a corporation or other business entity with the following SCC identification number:

0055815-5 -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT C

BIDDER'S REFERENCE SHEET

Each Bidder shall complete this Bidder's Reference Sheet for evaluation by the County of Henrico and submit it with the Bid Form.

1. Years in Business: Indicate the length of time you have been in business providing this type of goods/services.

78 years, founded March 1945

2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, email address and telephone number of the contact person.

1. Date: Jan 1987 to Present Day - 2023
 Client: City of Virginia Beach
 Address: 2633 Leroy Drive, Virginia Beach VA 23456
 Contact Person: Scott Dickens Ryan Pritchard
 Phone Number: 757-385-1882 757-385-1876
 Email: jsdickens@vbgov.com rpritcha@vbgov.com
2. Date: Jan 1998 to Present Day - 2023
 Client: City of Norfolk Park + Rec
 Address: 2839 Dana St., Norfolk VA
 Contact Person: Walter Chapman
 Phone Number: 757-823 4041
 Email: walter.chapman@norfolk.gov
3. Date: Nov 2019 to Present Day - 2023
 Client: City of Chesapeake
 Address: 306 Cedar Chesapeake VA 23322
 Contact Person: Becky Jones
 Phone Number: 757-382-6359
 Email: re.jones@cityofchesapeake.net



ATTACHMENT D
SAMPLE CONTRACT

[Goods and Services *or* Goods *or* Services] Contract
Contract No. [#]

This [Goods and Services *or* Goods *or* Services] Contract (this "Contract") entered into this [#] day of [month] 20[##], by the [County of Henrico, Virginia *and/or* County School Board of Henrico County, Virginia] ([collectively, the "County" *or* the "County" *or* "HCPS"]) and [Bidder's Name], a [state] [corporation *or* limited liability company *or etc.*], and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide [description of the goods and/or services] to [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document (*e.g. Appendix A*), matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days' written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This [Goods and Services *or* Goods *or* Services] Contract between [the County *or* HCPS] and Contractor.
2. Invitation for Bid No. [###], dated [date] (as modified by any addenda).
3. The Contractor's bid dated [date].

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia *and/or* County School Board of Henrico County, Virginia]
[P.O. Box 90775 *and/or* P.O. Box 23120]
[Henrico, VA 23273-0775 *and/or* 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director Name]
Purchasing Director

Date

Date

**ATTACHMENT E
Insurance Specifications
County of Henrico**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Bidder: Land+Coates, Inc

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;

And (select one of the following)

None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.

or

One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).


Signature of Authorized Representative

Borden Winstead
Printed Name of Authorized Representative

Land+Coates, Inc
Printed Name of Vendor
(if different than Representative)