



**Town of Haymarket, Virginia**

15000 Washington Street, Suite 100

Haymarket, VA 20169

Telephone: (703) 753-2600

Facsimile: (703) 753-2800

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**REQUEST FOR PROPOSAL**

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Issue Date: \_\_\_\_\_

RFP No. \_\_\_\_\_

**FOR:**

**STRUCTURAL REPAIRS, HVAC ADDITIONS AND FINISHING WORK AT 'OLD  
POST OFFICE' BUILDING**

<b>BOND REQUIRED (yes/no)</b>	
100% Payment Bond	
100% Performance Bond	

<b>PRE-PROPOSAL MEETING</b>	
Due Date:	<b>TBD</b>
Location:	Town Hall Town of Haymarket 15000 Washington Street, Suite 100 Haymarket, Virginia 20169
Time:	2:00 pm

<b>PROPOSAL DUE:</b>	
DUE DATE:	<b>TBD</b>
TIME PRIOR TO:	3:00 pm

**SUBMIT PROPOSAL TO:**  
TOWN OF HAYMARKET  
15000 Washington Street, Suite 100  
Haymarket, VA 20169

Purchasing Agent: Emily L. Kyriazi  
Town Manager  
15000 Washington Street, Suite 100  
Haymarket, Virginia 20169  
703.753.2600 ext. 204  
ekyriazi@townofhaymarket.org

RFP NO: \_\_\_\_\_

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**I. PURPOSE AND INTENT**

**A. SCOPE OF CONTRACT**

The Town seeks a qualified contractor to perform building repairs and improvements that enhance long-term structural integrity, functionality, and usability while preserving the historic character of the facility. The project consists of three primary components:

1. **Second Floor Structural Repair and Remedial Structural Support**
2. **Installation of New HVAC Systems and Accompanying Ductwork**
3. **Installation of Luxury Vinyl Plank (LVP) Flooring and Interior Finishing**

**B. PERIOD OF CONTRACT**

The period of the Contract shall be for ninety (90) days after issuance of the Notice to Proceed with the structural and repair work.

**C. DEFINITIONS**

Capitalized terms that are defined in the Virginia Public Procurement Act (VPPA) have the same meanings in this RFP as are given in that law or policy. Capitalized terms not defined in the VPPA but used in this RFP have the following meanings unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this RFP, an acceptable surety may be any of the following:
  - a. Corporate surety bond in form acceptable to the Town Attorney; or
  - b. Irrevocable letter of credit in form acceptable to the Town Attorney; or
  - c. Certified check or cash escrow.
2. **Town/Owner:** The Town of Haymarket, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager, Purchasing Manager, or other designee of the Town Council may always act on behalf of the Town. Under Virginia law, no employee or agent may bind the Town unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.

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3. **Contractor:** The individual, company, firm, corporation, partnership or other entity to whom an award is made by the Town.
4. **Due Date:** The date stated on the cover page of this Request for Proposal (RFP) for receipt of Proposals.
5. **Informality:** A minor defect or variation of a Proposal from the exact requirements of the RFP which does not affect the price, quality, quantity or delivery schedule for the Good, Services, Insurance or Construction being procured.
6. **Insurance** has the meaning given in Virginia Code § 38.2-100.
7. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
8. **Non-Professional Services:** All Services other than Professional Services, as identified in the VPPA.
9. **Offeror:** Any individual, company, firm, corporation, partnership or other entity submitting a Proposal on solicitations issued by the Purchasing Agent and offering to enter into contracts with the Town.
10. **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
11. **Proof of Insurance:** A copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
12. **Proposal:** The submission by an Offeror indicating its understanding of the structural repair work to be performed, how it plans to do the work, its pricing structure for doing the work (if permitted by VPPA), and any other information required by this RFP.
13. **Purchasing Agent:** The Town Manager listed on the cover sheet of this RFP, or her designee.
14. **Purchasing Manager:** The Town Manager listed on the cover sheet of this RFP, or her designee.

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15. **Request for Proposal (RFP):** A request which is made to prospective suppliers (offerors) for their quotation on Goods, Services, Construction or Insurance desired by the Town. The issuance of an RFP will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
16. **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300, et seq.

**D. COMPETITION INTENDED**

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Manager in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than seven (7) days prior to the Proposal Due Date.

**E. TYPE OF CONTRACT**

The Town reserves the right to award the work **as a single contract** covering all components or to award **separate contracts** for each scope area—Structural, HVAC, and Flooring/Finishes—based on the best interest of the Town.

**F. ORDER OF PRECEDENCE**

Procurement by the Town is governed by the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. If an inconsistency exists between the Specifications of this RFP, the General Provisions, Contract, or other included document, or the Purchasing Policies and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. Virginia Public Procurement Act,
2. The Specifications of this Request for Proposal (Section II), except to the extent modified through negotiation permitted by VPPA,
3. The Contract,
4. The General Provisions of this Request for Proposal.

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**II. SPECIFICATIONS OF RFP**

**A. PURPOSE**

The Town seeks a qualified contractor to perform building repairs and improvements that enhance long-term structural integrity, functionality, and usability while preserving the historic character of the facility. The project consists of three primary components: structural repairs to the upstairs floor, installation of two HVAC units (servicing each floor), accompanying ductwork for the HVAC units, installation of commercial vinyl planking and finishes.

**B. BACKGROUND**

The Town of Haymarket owns and maintains the structure at 15020 Washington Street, locally referred to as the Old Post Office Building. The structure is recognized locally as historic to the Town and the Community. The building was originally built in 1884 and served the Town as a pharmacy/general store, the Town’s original post office, and later a retail and office space. While the structure is generally in good condition, the building has started to show some age and settling. The Town is looking to make the necessary structural repairs and modern additions of HVAC units while keeping the character of the structure.

**C. SCOPE OF SERVICES**

The building is considered a historic structure. Contractors must:

- Avoid alterations that significantly change the visual character of the building
- Conceal modern mechanical systems when feasible
- Protect original architectural features
- Use materials and installation methods appropriate for historic structures

**1. Structural Repairs – Second Floor**

The contractor shall assess and correct structural deficiencies on the second floor. Work includes inspection of framing, reinforcement and bracing of joists, lifting and leveling as needed, stabilization of structural members, and replacement of damaged components. All work must comply with Virginia building codes and should preserve historic elements whenever feasible.

**2. HVAC System Installation**

The contractor shall design and install two new HVAC systems—one for each floor—along with accompanying ductwork, returns, and supply vents. Systems must minimize

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visual impact, maintain historic aesthetics, and meet current code requirements. Installation includes controls, thermostats, startup, testing, and balancing. Existing 200-amp electrical service is expected to be sufficient.

**3. Flooring Installation and Interior Finishing**

After structural and HVAC work, the contractor shall install LVP flooring on both floors, prepare and level subfloors as needed, replace or repair any walls opened during prior work, install drywall, and complete interior painting and finish work. Materials must be durable for municipal use and compatible with the building's historic appearance.

**D. SPECIAL TERMS AND CONDITIONS**

1. PRE-PROPOSAL CONFERENCE:

- a. **A pre-proposal conference will be held on April 20, 2026 at 10:00 am or April 21, 2026 at 2:00 pm at the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100 Haymarket, VA 20169.** The pre-proposal conference will be held in person. The purpose of this conference is to allow potential offerors an opportunity to complete a site visit of the structure, to present questions and obtain clarification relative to any facet of this RFP.
- b. **Attendance at this conference is a prerequisite to submitting a Proposal, and Offerors who intend to submit a Proposal are encouraged to attend.** Bring a copy of the RFP with you. Any changes resulting from this conference will be issued in a written addendum to this RFP.

2. ADDITIONS/DELETIONS:

- a. The Town reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to in writing by the Town and the Contractor. A contract amendment will be issued for each addition or deletion.

3. CONTRACTOR REGISTRATION:

- a. If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by Offeror within any 12-month period is seven

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hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required under Title 54.1-1100, *Code of Virginia (1950)*, as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by Offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the Offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The Offeror shall place on the outside of the envelope containing the Proposal and shall place in the Proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number and specialty, as follows:

Licensed Class A Virginia Contractor No.

\_\_\_\_\_ Specialty \_\_\_\_\_

Licensed Class B Virginia Contractor No.

\_\_\_\_\_ Specialty \_\_\_\_\_

Licensed Class C Virginia Contractor No.

\_\_\_\_\_ Specialty \_\_\_\_\_

- b. If the Offeror shall fail to provide this information on his Proposal or on the envelope containing the Proposal and shall fail to promptly provide said contractor license number to the Town in writing when requested to do so before or after the opening of Proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia (1950)*, as amended, and his Proposal will not be considered.
- c. If Offeror fails to obtain the required license prior to submission of his Proposal, the Proposal shall not be considered.

4. LIQUIDATED DAMAGES:

- a. Contractor and the Town recognize that this Contract must be fulfilled in a timely manner, and that the Town will suffer financial loss if the structural repair work is not completed within the times specified, plus any extensions thereof allowed herein. The parties

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also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Town if the structural repair work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires beyond the specified task order completion date or at any time the Contractor demobilizes before the task order is completed without the consent of the Town's Purchasing Manager.

5. AWARD TO MULTIPLE OFFERORS:

- a. The Town reserves the right to make multiple awards as a result of this RFP.

6. PRIME CONTRACTOR RESPONSIBILITIES:

- a. The Contractor shall be responsible for completely supervising and directing the structural repair work under the Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform structural repair work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7. WORK SITE DAMAGES:

- a. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the Contract shall be repaired to the Town's satisfaction at the Contractor's expense.

8. SUPERINTENDENCE BY CONTRACTOR:

- a. The Contractor shall have a competent foreman or superintendent, satisfactory to the Town, on the job site at all times during the progress of the structural repair work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the structural repair work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Town, in writing, of any proposed change in the foreman or superintendent including the reason therefore prior to making such change.

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- b. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the structural repair work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the Town or the Town's separate contractors and their subcontractors.
  - c. The Town may, in writing, require the Contractor to remove from the structural repair work any employee or subcontractor the Town deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
9. THE TOWN'S RIGHT TO STOP WORK:
- a. If the Contractor fails to correct defective work as required herein or persistently fails to carry out the structural repair work in accordance with the Contract Documents, the Town, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity.
10. THE TOWN'S RIGHT TO CARRY OUT THE WORK:
- a. If the Contractor defaults or neglects to carry out the structural repair work in accordance with the Contract Documents and fails within seven (7) days after receipt of written Notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to any other remedy it may have, rectify such deficiencies. The Town reserves the right to perform the structural repair work with its own forces, or award separate contracts to complete the structural repair work. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Town's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such an amount, the Contractor shall pay the difference to the Town.
  - b. Neither the Town nor its officers, agents, assigns or employees are in any way liable or accountable to the Contractor or his surety for the method by which work is performed by the Town as a result of the

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~~Contractor's default or negligence. Notwithstanding the Town's~~  
right to carry out a portion of the structural repair work, maintenance  
and protection of the structural repair work remains the Contractor's  
and Acceptable Surety's responsibility.

**E. INSURANCE CHECKLIST**

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. The coverages must be written with an insurer(s) licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured.

The insurer must list the "Town of Haymarket, its officers, officials, employees and volunteers" as an Additional Insured. The endorsement must be issued by the insurance company. A blanket endorsement or notation on the certificate of insurance referencing the additional insured status is not sufficient. Proof of insurance and endorsements showing the Town as an additional insured are not required at the Proposal stage but are a condition precedent to the award of a Contract.

The Contractor shall provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before a Contract is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid Proof of Insurance will result in suspension of all payments until the new certificate is furnished.

1. Worker's Compensation   X   REQUIRED        NOT  
REQUIRED

- a. Coverage to be in compliance with the Workers  
Compensation Law of the Commonwealth of Virginia.
- b. State

.....  
Statutory

- c. Applicable Federal.....Statutory
- d. Employer's Liability .....\$100,000
- e. Benefits Required by Union Labor Contractors...

.....  
As Applicable

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2. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage):  X  REQUIRED \_\_\_\_\_ NOT REQUIRED

a. Bodily Injury:

\$ 3,000,000.....Each

Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

b. Property Damage:

\$ 1,000,000.....Each

Occurrence

\$ 2,000,000.....Aggregate

c. Property Damage: Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the Town on an annual basis.

d. Contractual Liability (Hold Harmless Coverage):

i) Bodily Injury:

\$ 3,000,000.....Each

Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

ii) Property Damage:

\$ 1,000,000.....Each

Occurrence

\$ 2,000,000.....Aggregate

e. Personal Injury, with Employment Exclusion deleted:

\$ 2,000,000.....Aggregate

3. Automobile Liability (Owned, Non-Owned, Hired)

X  REQUIRED \_\_\_\_\_ NOT REQUIRED

a) Bodily Injury:

\$ 3,000,000.....Each Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

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b) ~~Property Damage:~~

\$ 1,000,000.....Each Occurrence  
\$ 2,000,000.....Aggregate

4. Professional Liability/Errors and Omissions: \_\_\_\_\_  
REQUIRED \_\_\_\_\_ X  
NOT REQUIRED

Minimum Limits:

\$3,000,000... .. Each Claim

**F. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF OFFEROR**

1. An Offeror may submit questions and comments regarding this RFP only to the Purchasing Agent. To receive an answer, the Offeror must submit all questions and comments no later than seven (7) days before the Due Date. The Town Manager, Purchasing Manager, or Purchasing Manager’s designee may also issue clarifications or modifications of the terms of the RFP even if no Offeror requests it.
2. Only the Town Manager, Purchasing Manager, or Purchasing Manager’s designee may revise the terms of the RFP. If the Town revises the terms of the RFP, it will do so in the form of an addendum to the Request for Proposal posted at the Town of Haymarket Town Hall, 15000 Washington Street, Suite 100, Haymarket, Virginia 20169, on the State’s Procurement site at <https://eva.virginia.gov/index.html>, and on the Town’s website at <https://www.townofhaymarket.org/rfps>. Each Offeror has the responsibility to insure it has any addenda that have been issued in connection with this RFP. The Offeror will not rely on any information provided orally, or from anyone other than the Town Manager, Purchasing Manager, or Purchasing Manager’s designee.
3. Each Offeror bears responsibility for thoroughly examining this RFP in its entirety. If an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of the RFP or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Purchasing Agent.
4. By submitting an offer in response to this RFP, the Offeror represents that it has thoroughly examined this RFP and all its attachments and incorporated documents, and that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this

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~~RFP to the Town in the manner prescribed herein.~~

**G. METHOD FOR MAKING SUBMISSION**

1. The Offeror shall submit one (1) original and four (4) copies of their Proposal along with one (1) electronic copy in the form of a thumb drive or CD to the Purchasing Manager. The Offeror shall make no other distribution of the Proposal. Proposal shall be submitted to:

Town of Haymarket  
 Town Hall  
 15000 Washington  
 Street, Suite 100  
 Haymarket, Virginia  
 20169

No later than \_\_\_\_\_ PM local time on \_\_\_\_\_, 2024.

The Proposal submissions with all the forms must be returned in a sealed envelope or packaged and identified with the following information on the envelope or package.

From:

_____ Name of Offeror	_____ Due Date	_____ Due Time
_____ Street/Box Number	_____ RFP Title	_____ RFP Number
_____ Town	_____ State/Zip Code	_____ Purchasing Agent

Proposals sent via express delivery service should be sealed in an envelope inside the express container. The Offerors assume the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the Town for the premature opening of a Proposal not properly addressed and identified as specified herein. The Town will not make any adjustments to the Proposal based on additions or deletions on the outside of the envelope. Faxed or emailed Proposals are not allowed.

2. Determination of deadline:

The official time used in the receipt of Proposals is local time. Each Offeror must deliver its Proposal before the minute stated on the cover

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page of this Request for Proposal. For example, a due time of 2:30 means that a Proposal delivered at 2:29 is timely and one delivered at 2:30 is late.

3. Place for submission:

Proposals must be received at the place stated on the cover page of the RFP. Offerors who use a delivery company, U.S. Mail, or courier bear the risk that the Proposal may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the Town receives no Proposals by the Due Date, the Town may extend the date and time for receipt of Proposals or change the location of the receipt of Proposals if it believes it is necessary and in the best interest of the Town. If that happens, Offerors will be notified of the new date and time or new location and Proposals already received will not be opened until the new date and time. If the Town of Haymarket Town Hall is closed unexpectedly on a Proposal Due date, the Proposals will be opened at the same time and place the next business day that the Town of Haymarket Town Hall is open, or else notice will be provided by addendum of a new Due Date, time, and place.

**H. GENERAL PROPOSAL PREPARATION INSTRUCTIONS**

1. All information requested must be submitted. Failure to submit all the information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume.
4. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subjected to public inspection in accordance with the Virginia Freedom of Information Act.

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5. ~~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 § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 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. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. **Non-compliance may result in the Proposal being rejected and retained within the procurement file. The Town of Haymarket requires any Offeror enacting this clause to provide a redacted Proposal prior to Award regardless of whether the Offeror did not “win” the Award. The Offeror’s redacted copy shall be the public record upon Award.**~~
6. The Town is not responsible for any expenses incurred by an Offeror in preparing and submitting a Proposal.
7. The Offeror shall comply with all procedural instructions that may be issued by the Town.

**I. SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS**

1. Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the Offeror to provide the structural repair work. Offerors should submit the following items for a complete Proposal:
- a. A detailed construction plan, including a statement of the Offeror’s understanding of the work to be performed and detailed cost proposal.
  - b. An organizational chart of the project team that will be executing the work, to include all certifications, qualifications, past performance history, and resumes of the leading field supervisor and project staff whom will be performing the structural repair services.
  - c. Qualifications Statement
    - i. The Proposal should contain evidence of Offeror’s qualification

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~~to do business in the Commonwealth of Virginia. The Contractor shall show evidence of registration and suitable license as required under Title 54.1-1100, Code of Virginia (1950), as amended to be licensed by the State Board of Contractors.~~

ii. The Proposal should contain a qualification statement, prepared by the Offeror, that provides suitable evidence indicating that he has the capabilities to perform the type(s) of work contemplated, that he has satisfactorily performed and completed similar structural repair work elsewhere, and that he has the necessary equipment and sufficient capital to execute the work properly. At a minimum, the qualification statement should contain the following:

- The number of years the Offeror has been in business as a Contractor under its current, legal business name.
- The number of years the Offeror has performed and completed the type of work similar to the structural repair work contemplated in this RFP.
- A list of applicable projects that the Offeror has completed within the last five (5) years for the type of structural repair work contemplated by this RFP. This list shall include descriptions, quantities, scope of work, Owner, address, contact person, telephone number and email address. If Subcontractors were used for any of the listed, the Offeror shall identify the Subcontractors and shall list the percentage of work for which the Offeror and the Subcontractors were responsible.

iii. The Proposal shall contain a list of all proposed Subcontractors, identified by name and address, that the Offeror proposes to employ for this repair and construction work.

**J. OFFEROR CERTIFICATIONS**

1. The Offeror shall certify, through its submission and signature on the Proposals, that the following statements are true and not misleading:
  - a. That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the structural repair work that is the subject of this RFP, and is in all respects fair and without collusion or fraud.

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- b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or any Town from submitting Proposals on contracts for the Goods, Services, Construction or Insurance that is the subject of this RFP, nor is the Offeror an agent of any person or entity that is currently so debarred.
- c. That it has not offered or conferred on any public employee having official responsibility for this RFP any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- d. That to the best of its knowledge no Town official or employee having official responsibility for this RFP or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received.
- e. That it has submitted a single Proposal in response to this RFP. For purposes of this provision, the term "Offeror" includes all departments and divisions of a business and all its affiliates.
- f. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information about the structural repair work that is the subject of this RFP.

2. Duty to supplement:

If the Offeror becomes aware of any information which makes any part of the Offeror Certifications no longer accurate or complete or reveals that any part of the previously submitted information is misleading, the Offeror will immediately bring that information to the attention of the Purchasing Manager.

3. Penalty for false certification:

The Town may declare an Offeror to be non-Responsible if the Town discovers that the Offeror's certification contains any materially false statement. The Town may also void any resulting Contract or reduce the

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payment under the terms of the Contract by the value of the benefit or potential benefit conferred on a Town official or employee contrary to these terms.

**III. EVALUATION OF RFP**

**A. NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY**

1. Net prices:

Offerors must submit the price such Offeror proposes to charge the Town for providing the repair work and related services, including all fees and costs and how they are calculated. The pricing structure should be clearly identified and easily interpreted. Prices, unless otherwise specified, must be delivered to the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100, Haymarket, VA 20169, and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Haymarket, Virginia, unless otherwise specified in this RFP. Extra charges not made a part of the negotiated price will not be allowed.

2. Default delivery schedule:

Unless otherwise specified in the RFP, deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except on Town holidays or on days when inclement weather closes the Town government. It shall be the Contractor's responsibility to ensure compliance with these instructions, regardless of the method of shipping.

3. Prices to remain firm:

If a Contract is awarded, the negotiated prices shall remain firm for the period of the Contract, unless otherwise stated in the Contract.

4. Tax exemption:

The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Offeror. The Town will not indemnify the Offeror against any tax charges. Any tax assessed against the Offeror as a result of the Contract resulting from this Proposal is the responsibility of the Contractor. However, when under established trade practice any federal excise tax is included in the list price, the Offeror may quote the

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list price and show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.

**B. REQUIRED ELEMENTS OF PROPOSAL PACKAGE**

1. To be considered, a Proposal must contain all documents, samples, or information required by the terms of the RFP. Any Offeror which submits a Proposal agrees that such Proposal becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Offeror.

- a. Completeness and Responsiveness:

The Offeror must provide all information required by the RFP in order for the Proposal to be considered complete and Responsive. If the Proposal is incomplete at opening, the Town will reject it as unresponsive unless the omission constitutes an Informality. Proposals cannot be modified after they are opened, but an Offeror may supply omitted information that constitutes an Informality within a reasonable time set by the Purchasing Manager. If the Offeror modifies or qualifies the Proposal in a way that the RFP does not expressly allow, then the Town will reject the Proposal unless the modification or qualification constitutes an Informality.

- b. Required permits, bonds and licenses:

- i. By submitting a Proposal, Offeror represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Offeror shall have the necessary licenses and permits is the date of performance unless otherwise required by law.
- ii. If the “Bonds Required” box for performance and/or payment bonds are marked “Yes” on the cover sheet of this RFP, the Offeror represents that it is able to obtain Acceptable Surety for the required bond(s) within fourteen (14) days after notification of intent to award. If an Offeror fails to obtain an Acceptable Surety for the required performance or payment bonds within the allotted time, the Town may reject the Offeror’s Proposal.
- iii. All firms or individuals doing business in the Town shall obtain a business license if required by the Code of the Town of Haymarket, Business, Professional and Occupational

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~~Licensing (BPOL) Tax, as amended. Questions concerning~~  
the BPOL Tax should be directed to the Town Manager.

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2. Acknowledgment of receipt of all addenda:

The Offeror must acknowledge receipt of addenda unless such failure to acknowledge constitutes an Informality.

a. Descriptive literature and specifications:

Except where the Offeror intends to provide the Brand Names identified in the RFP or follow blueprints or similarly detailed specifications, the Offeror shall clearly and specifically identify the Goods, Services, Insurance or Construction being offered and shall enclose complete and detailed descriptive literature and specifications with the Proposal to enable the Town to determine if the Proposal meets the requirements of the RFP. Only the information furnished with the Proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Proposal non-responsive.

b. The Town Manager or her designee for this RFP shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

**C. EVALUATION CRITERIA**

1. Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:
  - a. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied;
  - b. Reasonableness/competitiveness of proposed fee and/or benefits to the Town, although the Town is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The Town reserves the right to negotiate fees and/or benefits to the Town with the selected

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Offeror(s).

- c. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- d. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the Town's contract.
- e. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- f. The quality of Offeror's performance in comparable and/or similar projects.
- g. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- h. Offeror's willingness to accept the Town's standard form contract.
- i. The statements of past performance provided by a minimum of three (3) references familiar with Offeror's work on projects that are similar to the Scope of Services specified in this RFP.

**D. DETERMINING IF OFFEROR IS RESPONSIBLE**

- i. Award only to a "Responsible Offeror":

The Town will only award a Contract to an Offeror that, through evidence submitted or information available to the Town, has shown that it has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the Town is not relevant to this determination.

- ii. Additional information:

If the Town requests it, the Offeror must present, within two business days, evidence satisfactory to the Town of the Offeror's ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this RFP and any resulting Contract. The Town reserves the right to inspect the Offeror's physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Offeror's capabilities.

- iii. Offeror in default:

No Proposal will be accepted from or Contract awarded to any Offeror that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts

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are paid.

**E. PROPOSAL ACCEPTANCE PERIOD**

Unless the Offeror withdraws its Proposal as allowed under the terms of this RFP or agrees to one or more extensions, the Proposal is binding upon the Offeror for ninety (90) calendar days following the RFP Due Date. Offeror further agrees and understands that (except to the extent of the requirement to indemnify the Town for costs incurred in protection of the Offeror's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is executed and exchanged by and between the Offeror and the Town. The following Town agents have general authority to sign and execute a Contract on behalf of the Town, to the extent authorized by Town Council: the Town Manager. Unless authorized by a recorded affirmative vote of Town Council, no other Town officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the Town.

**IV. AWARD OF CONTRACT**

The Town Manager or her designee will evaluate each Proposal on the basis of the evaluation criteria provided in the RFP. The process of selecting Offerors for negotiation, and the negotiation of the contract, shall follow the process outlined VPPA.

Upon the award or the announcement of the decision to award a contract as a result of this RFP, the Town Manager will post Notice of the Intent to Award or Notice of Award at the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100, Haymarket, VA 20169.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the Town Manager within the required time period.

**V. FORM OF CONTRACT AND RELATED DOCUMENTS**

**A. USE OF TOWN STANDARD FORM CONTRACT**

Unless otherwise specified in this Request for Proposal, use of the Town Standard Form Contract attached hereto is mandatory.

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**~~B. DIFFERING TERMS IN OFFEROR-SUPPLIED FORMS OR LETTERS~~**

No term in an Offeror-supplied form or letter may alter, contradict, or supersede the terms in this RFP and the resulting Contract.

**C. METHOD OF ORDERING**

- i. The Town may use any lawful method of placing orders.
- ii. Orders may be placed orally by authorized employees of the Town identifying themselves with the Purchase Order Number, and their name.
- iii. A Purchase Order (PO) may be issued to the Contractor on behalf of the Town agency ordering the Goods, Services, Construction or Insurance covered under the contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated as required by the Code of Virginia.

**D. COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Contract may be conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Virginia Code Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The Town of Haymarket shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

**VI. MISCELLANEOUS**

**A. AUTHORITY OF AGENTS**

1. Offeror's agent: Each Proposal, and any Contract, must be signed by a person authorized to bind the Offeror to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been

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~~demanded or not, if later appears that the signatory was not authorized~~  
to act, the Town may declare the Contract void if it is in its best interest to do so.

2. Town's agent: The Purchasing Manager has the final responsibility and full authority for issuance of Requests for Proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Haymarket. The Town Manager is authorized to execute Contracts in the name of the Town. No other Town officer or employee is authorized to add to, vary, or waive terms of the RFP, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio* the Town will not honor or ratify any void action of its employees or agents.
3. Non-appropriation of Funds:
  - a. The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the Procurement which is the subject of this RFP without liability to the Contractor or any third party.

**B. EXAMINATION OF DOCUMENTS**

Except as provided herein, all proceedings, records, Contracts and other public records relating to Procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1. Estimates:

Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2. Prior to award:

Any Offeror upon request shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award, unless the Town decides not to accept any of the Proposals and to reissue the RFP. Otherwise, Proposal records shall be open to public inspection only after award of the Contract. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

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3. ~~Trade secrets:~~

The Town will only protect from public disclosure a Offeror's trade secrets or proprietary information submitted in connection with this Procurement transaction if the Offeror invokes the protection of Virginia Code § 2.2-4342 in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected by some distinct method, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Offeror agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Offeror's information in any action under the Virginia Freedom of Information Act.

4. No requirement to state reasons for rejection:

Nothing contained in this RFP shall be construed to require the Town to furnish a statement of the reasons why a particular Proposal was not deemed to be the most advantageous to the Town.

**C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY- OWNED BUSINESSES AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS**

1. In general:

The Town does not discriminate against Offerors on the basis of race, religion, color, sex, sexual orientation or gender identity, national origin, age, disability, status as a service disabled veteran, political affiliation, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Offeror believing that it or another Offeror has been discriminated against on that basis should immediately make the Town Manager aware of the basis for that belief.

2. Opt-out rights with faith-based organizations:

If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his

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~~objection, access to equivalent Goods or Services, or disbursement from an alternative provider.~~

3. Facilitating disadvantaged businesses:

It is the policy of the Town to facilitate the participation of small businesses, businesses owned by women, minorities and service-disabled veterans, and employment services organizations in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Offeror will use its best efforts to carry out this policy and insure that small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for the project.

**D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to the transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>. Offerors should consult the Code of Virginia for more information.

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**VII. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

I certify that I received and reviewed the following Addenda to this Proposal and have included their provisions in this Proposal:

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
_____	_____	_____	_____	_____	_____

Please complete the following by checking the appropriate line that applies and providing the requested information.

- a. \_\_\_\_\_ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
  
  - b. \_\_\_\_\_ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
  
  - c. \_\_\_\_\_ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_
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**VIII. CERTIFICATIONS**

This RFP is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Offeror that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377.

I further certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a Proposal, understanding of the conditions, and data on convictions contained in provision "Offeror Certifications" of the RFP are true and not misleading as to the Offeror.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Purchasing Manager. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

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COMPANY NAME (Please Print)

TELEPHONE NUMBER

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ADDRESS

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FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNATURE:

DATE

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NAME: (Please Print)

TITLE

CONTRACT NO. \_\_\_\_\_

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**EXHIBIT A**

Photographs

*(will need to add photographs maybe structural report)*