

**CITY OF GALAX, VIRGINIA**  
***RFP 25-0007***  
**REQUEST FOR PROPOSALS:**

**PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING  
SERVICES**

The City of Galax, Virginia (the “City”) is seeking sealed proposals to establish contracts through competitive negotiation to provide professional architecture, professional engineering and professional land surveying services not otherwise contracted by the City. Virginia Code Section 2.2-4301 defines professional services as “work performed by an independent contractor within the scope of the practice of . . . architecture, land surveying . . . [and] professional engineering.” Services shall be provided on an as-needed basis to assist different City departments and the City administration.

**SCOPE OF SERVICES:**

Ten categories of services are described below. Proposers may submit a proposal for one or more of these categories of services. Each category of service sought under this Request for Proposals will be treated as a separate procurement transaction, and each such category of service may be subject to a separate contract for services. The scope of services sought are:

- 1) **Evaluation of water and sewer utility infrastructure, including planning and feasibility studies, development of preliminary engineering reports, system design, construction management, utility operational assistance and other professional services consistent with the needs of infrastructure replacement, improvement, and new construction projects, which may include design/evaluation of drainage, storm, sewer, transportation, and hydrology/hydraulic designs and studies**
- 2) **Review of Soil and Erosion, Stormwater, Subdivision, Site Plan, and other planning and building of proposed projects for multiple departments, including, but not limited to, General Properties, Development Services, Parks and Recreation and Economic Development.**
- 3) **Performing Engineering and Architectural Studies for economic and community development (such as site development, utility, streets, bridges, water and sewer, transportation, planning studies and other infrastructure planning) for multiple departments including but not limited to General Properties, Development Services, Parks and Recreation and Economic Development, including, but not limited to, studies for site selection, analysis of site development features (such as grading, drainage, soil suitability, building layouts, materials testing, subsurface utility engineering), utility provision, feasibility studies, design considerations and plans, permitting, cost analysis, bidding and construction.**
- 4) **Facility planning and development (new and renovation/rehab) services including, but not limited to, space planning for multiple departments**

including, but not limited, to General Properties, Development Services, Parks and Recreation and Economic Development.

- 5) **Grant development services related to community and economic development, including, but not limited to, assistance with obtaining State and Federal grants for economic and community development, including infrastructure development, community facilities, roads, and other public service needs, and incidental services related to grant administration as needed.**
- 6) **Environmental engineering and development, including, but not limited to, services for testing, DEQ coordination, and permit writing for ongoing landfill projects.**
- 7) **Geotechnical engineering services, including, but not limited to, subsurface investigations, materials testing, third-party construction inspection, soils evaluation for stability, structural bearing capability, and completing studies and audits for compliance with federal, state, and local regulations.**
- 8) **Project Management and Administration Services, including, but not limited to, administration of construction contracts in accordance with the applicable laws and regulations, including interpreting requirements, monitoring performance to ensure compliance with contract requirements; inspecting, evaluating, and making recommendations to the City for approval of construction; acting on behalf of the City regarding interactions with construction contractors; monitoring construction work and progress; determining payment due to for complete work; issuing certificates for payment based on actual work completed; evaluating completed work for conformance with the contract; reviewing, approving or disapproving shop drawings, samples, and other submissions to determine compliance and conformance with relevant contract documents.**
- 9) **Performing Building Plan Review and Third-Party Building Inspections, including, but not limited to, (1) consultation on construction and building materials specifications and applications and (2) inspecting and testing foundations, structural backfills, concrete work, structural steel, fireproofing, and fire suppression systems.**
- 10) **Land Surveying Services including, but not limited to, plat preparation for construction stakeout, easements, right-of-way, and property conveyance; boundary surveys, including deed research; and topographic and as-built surveys.**

#### **WORK SCHEDULE AND CONTRACT TERM:**

Scheduled work will commence, upon request by the City, as early as ten (10) days from the date the contract for services is signed. Work shall be completed within a reasonable timeframe. The City expects that the initial term of the contract will be for a term of one year, renewable at the City's option for three (3) additional one year terms. The City reserves the right to negotiate contract

terms with the successful offeror/bidder for items/services identified but not specifically described in this RFP in the best interest of the City and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with the proposal to allow for additions and future expansions of similar nature. The final contract for services is expected to incorporate the General Terms and Conditions attached hereto as Attachment A.

### **SELECTION PROCESS FOR EACH CATEGORY OF SERVICE:**

A Screening Committee consisting of representatives selected by the City will review proposals. From this review, two or more applicants for each category of services deemed to be fully qualified and best suited among those submitting proposals in each area may be selected for a personal interview with the Committee. Interviews may include detailed questions regarding methodology, qualifications, and relevant work experience. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and staff expertise.

At the discussion stage, the City may discuss non-binding estimates of total cost for services to be provided. At the conclusion of discussions, on the basis of evaluation factors and all information developed in the selection process, the City shall select in the order of preference two or more offerors for each category of services whose professional qualifications and proposed services are deemed most meritorious. Final negotiations will be conducted; beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror for the applicable categories of services. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City Council determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration may be negotiated and awarded to that offeror.

The City Council reserves the right to reject any and all proposals, and to accept the proposal that is in the best interest of the City.

### **EVALUATION AND AWARD CRITERIA:**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the City's discretion to reflect relative importance.

- Demonstrated qualifications and capacity of the offeror. This will include: Years in business, service capabilities and experience of the firm and firm personnel in providing the requested services for public governmental entities. Verification of positive references with other clients will be considered in the evaluation process.
- Demonstrated understanding, approach, and explanation of the services offered as it relates to the desired outcomes as outlined in the scope of services.
- Past performance and related experience. Offeror shall demonstrate the ability to perform the requested scope of work and provide pertinent examples of past performance relative to the requested scope of services. The proposal shall indicate the quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients.

## **SUBMITTAL REQUIREMENTS:**

Interested parties may submit proposals for any or all the services listed above. Please note that proposals submitted for more than one service, must separately address each service to be provided. For example, an offeror responding to more than one service request may either (1) submit a separate proposal for each service or (2) submit one proposal that addresses each service to be performed separately.

Responses for any or all of the needed services shall include the following:

- Three (3) references
- Professional experience and qualifications in accordance with the Virginia Code Section 2.2 – 4301
- Educational background and work experience of the professionals who will be performing the work with an explanation of the relevant professional credentials and background
- Availability of the offeror for the work on an as-needed basis
- Prior experience with the City’s projects
- Other items the offeror may want to include.

**Respondents are solely responsible for ensuring they have the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The most current information can be found on the City of Galax webpage: [www.galaxva.com](http://www.galaxva.com).**

In order to be considered for selection, offerors must submit a complete response to this RFP. ***One original and four (4) copies of sealed proposals and one electronic copy are due by Friday, January 10, 2025 at 2:00 p.m.***, prevailing time, and marked in the upper left-hand corner ***“Professional Architectural, Engineering, and Land Surveying Services”***. No electronic proposals will be accepted.

The selection process will be in accordance with the Virginia Code Section 2.2 – 4302 (A) (4) for the procurement of professional services as described above.

The City will award projects to the selected firm or firms in the City’s discretion and may choose to not award any projects at all. The total amount of all project awards will not exceed \$10,000,000 and the award for any single project will not exceed \$2,500,000.

The City reserves the right to select one or more different service providers for occasional services.

**Minority and/or female-owned businesses or firms are encouraged to apply. The City of Galax is an Equal Opportunity Employer.**

Proposals shall be delivered to:

***Derek Spraker, Procurement Specialist  
111 E. Grayson Street  
Galax, VA 24333***

**TECHNICAL ASSISTANCE**

All questions regarding this RFP should be directed to:

***Derek Spraker, Procurement Specialist  
111 E. Grayson Street  
Galax, VA 24333***

In order to maintain equal access to information we request that you not contact anyone other than the individual named above.

## **ATTACHMENT A**

### **GENERAL TERMS AND CONDITIONS**

- A. **ANTI-DISCRIMINATION:** By submitting a proposal, the offeror represents and warrants to City of Galax, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act (VPPA), and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, the offeror agrees as follows:
1. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.
  2. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  4. The offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.
- B. **DRUG-FREE WORKPLACE:** During the performance of the contract, the offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the offeror's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.
- C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, the offeror represents and warrants that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- D. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in a court of appropriate jurisdiction in the City of Galax, Virginia. The offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

- E. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, the offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has not conferred on any public employee having official responsibility for this 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 was exchanged. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.
- F. **QUALIFICATIONS OF OFFEROR:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to provide the services/furnish the goods as required under this RFP, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy The City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- G. **DEBARMENT STATUS:** By submitting its proposal, the offeror represents and warrants that it is not currently debarred by the Commonwealth of Virginia, or any city, county, town or political subdivision therein, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.
- H. **NONDISCRIMINATION TOWARDS OFFERORS:** A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless The City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **THE CITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**
- I. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the offeror must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

- J. **MINORITY CONTRACTING:** It is the policy of the City to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities.
- K. **AVAILABILITY OF FUNDS:** It is understood and agreed by the offeror that the City shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of the Contract.
- L. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of any resulting contract by the offeror, the City may terminate the contract and/or procure the goods and services from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which the City may have under the contract, at law, or in equity.
- M. **CONTRACTUAL CLAIMS:** The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.
- N. **WARRANTIES:** Any services furnished by the contractor under the contract shall be covered by the most favorable warranties provided by the contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the City. The contractor agrees that if such warranties are in any respect breached, the contractor will pay to the City the full contract price agreed to by the City to be paid for the services furnished under the bid or proposal.
- O. **MODIFICATIONS, ADDITIONS, OR CHANGES:** Modifications, additions, or changes to these terms and conditions may not be made except in writing and agreed to by the City; however, 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 City.
- P. **ASSIGNMENT:** The contract may not be assigned, sublet, or transferred without the written consent of the City.
- Q. **OWNERSHIP OF DOCUMENTS:** Any reports, photographs, negatives, or other documents prepared by the contractor in the performance or obligations under any resulting contract shall be remitted to the City by the contractor upon completion, termination, or cancellation of the contract. The contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the contractor's obligations under the contract without the prior written consent of the City. The City shall own the intellectual property rights to all materials produced under any resulting contract. All data submitted to the City deemed to be confidential or proprietary by the contractor, whether as a part of the contractor's proposal or as part of the contractor's work product under a contract with the City shall be appropriately marked for protection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.
- R. **ENVIRONMENTAL MANAGEMENT:** The Contractor will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling storage, spillage and any other aspect of providing services specified herein, as applicable. If



the City should have to defend any enforcement action against it relating to the services provided by the Contractor under any contract, the Contractor shall indemnify and hold harmless the City for any such actions, including reimbursing the City for all costs associated with defending such actions, attorney fees and costs, and shall correct without cost to the City any defects or deficiencies found that are directly attributable to the Contractor.

- S. **NO WAIVER:** Any failure of the City to demand rigid adherence to one or more of the provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the City of the right to insist upon strict compliance with the terms of the contract.

**T. INSURANCE REQUIREMENTS:**

- Contractor's Liability Insurance and Indemnification

1. The Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved.
2. All insurance policies shall be issued by companies authorized to conduct such business under the laws of the State of Virginia and be acceptable to the City.
3. The status of the Contractor in the work to be performed by it under the Contract shall be that of an independent Contractor. As such, Contractor shall exercise due care to safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said Work and which arises out of the Work.
4. The Contractor shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The Contractor shall protect, defend, indemnify and save harmless the City, and all of its officers, agents and employees; and the Engineer and/or Engineer, as named on the plans and specifications, and its partners, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the Contractor, its Subcontractors and/or their respective duly authorized servants and/or employees. The Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If required by the City, the Contractor shall produce evidence of settlement by any such action before payment will be made by the City.

- Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance as required by the State of Virginia for all of its employees to be engaged in such work at the site of the project under this Contract and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged

in hazardous work on the project under this Contract is not protected under Worker's Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. The insurance referred to in this paragraph contain provisions waiving underwriters' rights of subrogation against the City.

- Contractors Commercial General Liability Insurance.

1. The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the City but not less than \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate per project. The City must be named as an additional named insured. The coverage must include:
  - Commercial Form
  - Premises/Operations
  - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).
  - Products/Completed Operations
  - Contractual Liability Insurance
  - Independent Contractors (if any part of the Work is to be subcontracted)
  - Broad Form Property Damage
  - Personal Injury
  - Cross-Liability Coverage
2. Contractor shall maintain products/completed operations coverage with a combined single limit no less than \$2,000,000.00 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by City.
3. The insurance required herein and approval of Contractor's insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Subcontractor's Commercial General Liability Insurance. The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance of the type and in the amounts specified in Sub-Paragraph c hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph c hereof.

Professional Liability Insurance. The Contractor's Professional Liability coverage shall be in an amount acceptable to the City but not less than \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate per project. The City must be named as an additional named insured.

- S. Scope of Insurance and Special Hazards. The insurance required under Sub-Paragraphs c and d hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also

against any of the special hazards which may be encountered in the performance of this Contract.

T. Proof of Carriage of Insurance.

1. The Contractor shall furnish the City annually with a certificate of insurance with, where appropriate, permission of the City to occupy, showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. The certificate must indicate that the City is included as an additional named insured. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the City.
2. Contractor shall provide copies of any or all required insurance policies on request of City.

U. Renewal Requirements. If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City, the City may pay the renewal premium and withhold such payment from any monies due the Contractor.

## ATTACHMENT B: CERTIFICATIONS

### ANTI-COLLUSION STATEMENT

In the preparation and submission of this proposal, we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned hereby certifies that this proposal, any ensuing contract, or any claims resulting from either, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Galax City Council or the City of Galax has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

\_\_\_\_\_  
Offeror

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATION OF INTEREST & RELATIONSHIPS  
WITH THE Galax City Council OF GALAX CITY, VIRGINIA,  
GALAX CITY GOVERNMENT, AND  
GALAX CITY EMPLOYEES**

**Offeror hereby certifies that neither Offeror, nor any of Offeror's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Galax or the Galax City Council of Galax City, Virginia.**

**To the extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.**

\_\_\_\_\_

☐ **Neither Offeror nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Galax, or the City Council of Galax City, Virginia.**

☐ **The following individuals currently maintain a financial relationship with Offeror.  
City of Galax Employee's Name:**

\_\_\_\_\_

**Position with the City of Galax:**

\_\_\_\_\_

**Nature of Relationship:**

\_\_\_\_\_

☐ **The following individuals currently maintain a familial relationship with Offeror.  
City of Galax Employee's Name:**

\_\_\_\_\_

**Position with the City of Galax:**

\_\_\_\_\_

**Nature of Relationship:**

\_\_\_\_\_

**Offeror**

\_\_\_\_\_

**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DEBARMENT STATEMENT**

**I certify that the offeror is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.**

**I certify that the offeror has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.**

\_\_\_\_\_  
**Offeror**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_