



## REQUEST FOR PROPOSALS

### Galax Water Treatment Plant and Galax Wastewater Treatment Facility Control System Integration Service Term Contract

January 8, 2024

#### **1.0 GENERAL INFORMATION**

The City of Galax is seeking the services of qualified control systems integration firms (Firms) to enter into a term contract for design installation, maintenance and repair services for control and monitoring system projects with Project Orders to be issued thereunder on an as needed basis. The City will select one or more Firms to provide the services requested using the Competitive Negotiation procedure for Nonprofessional Services as outlined in the Virginia Public Procurement Act. The City will receive proposals until January 24, 2025 at 2:00 PM.

#### **2.0 SCOPE OF SERVICES**

The successful Firm will be responsible for providing control system integration expertise and other resources required by project Work Orders issued during the contract term. The Term Contract for services will be developed and executed for a two-year contract term period, with the option to renew for not more than two (2) additional consecutive two-year renewals. Project Orders that are not completed during the effective dates of the contract period will be terminated or allowed to be finished at the sole discretion of the City of Galax. The City of Galax reserves the right to alter the Scope of Services for this project as deemed in the best interest of the City.

The successful Firm shall be required to perform project automation integration; including but not limited to the following tasks:

1. Control system integration planning and design
  - a. Evaluate existing and/or proposed automation/monitoring requirements, develop alternative solutions and make recommendations.

- b. Coordinate design phase meetings and prepare visual aids as necessary.
  - c. Provide design and installation documents, along with technical specification document submittals as necessary for evaluation of proposed projects.
- 2. Control system installation
  - a. Provide labor, materials and equipment necessary to install control systems complete with testing and proof of operation to meet planned control sequence of operation.
- 3. Control system maintenance
  - a. Provide labor, materials and equipment necessary to properly maintain instruments, cables, software and other ancillary equipment.
- 4. Control system trouble shooting and repair
  - a. Provide labor, materials and equipment necessary to properly diagnose and repair instruments, cables, software and other ancillary equipment.
  - b. Provide 24-hour emergency trouble shooting and repair service.

### **3.0 PROPOSAL CONTENT AND FORMAT**

The Term Contract Proposal shall be organized in the following order:

- a. Transmittal letter
- b. Statement on understanding of Scope of Services
- c. Firm labor and travel fee rate sheet
- d. Familiarity and/or past experience with the City of Galax water and wastewater treatment plants and their auxiliary/supplemental facilities.

**3.1** The proposal should provide information on the qualifications and experience of specific personnel responsible for accomplishing tasks requested under the proposed scope of services.

**3.2** The proposal should list subconsultants and subcontractors used in the past and that may be asked to assist with various types of design or trade work required on project work orders.

**3.3** The proposal should provide three or more governmental references on past work experience with similar contracts or relevant projects. Provide a listing of relevant projects with a brief description of the project. The description should include a statement on the role of the Firm's personnel that completed the relevant projects.

#### 4.0 SUBMISSION REQUIREMENTS

Submittals shall be prepared providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are not required or desired. Submit four copies of the Firm's proposal in a sealed envelope or package that is clearly marked as response to this RFP. All proposals must be received by **January 24, 2025 at 2:00 PM**. Responses received after this time will not be considered. Proposals by hand delivery, US Postal Service express mail, or private delivery service (FEDEX, UPS, etc.), should be sent to:

Derek Spraker, Procurement Specialist  
City of Galax  
111 East Grayson Street  
Galax, VA 24333

#### 5.0 SELECTION POLICIES

The City of Galax reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so. This Request for Proposal does not commit the City of Galax to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

The City will select a Firm to provide the services requested using the Competitive Negotiation procedure for goods and Nonprofessional Services as outlined in the Virginia Public Procurement Act.

A selection committee shall evaluate and rank each proposal based on the established selection criteria included within this RFP. Final ranking of the individual Firms shall be based on a majority decision; then two or more Firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors stated in this Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offerors shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered but will not be the sole or primary determining factor. After negotiations have been conducted with each offeror selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

The City of Galax prohibits discrimination and requires compliance with state and federal immigration laws as defined under the Code of Virginia Chapter 43 Virginia Public Procurement Act. The City is an

equal opportunity employer and encourages participation of small businesses, minority owned businesses, women owned businesses and service disabled veteran owned businesses in all procurement activities.

The City of Galax does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Any offeror who desires to protest the award of a contract shall submit such protest in writing to the City of Galax no later than ten (10) days after the announcement of the award. Public announcement of the award shall be posted on the City of Galax internet website.

## **6.0 SELECTION COMMITTEE AND EVALUATION CRITERIA**

A selection committee will be formed to review the proposals. The selection committee evaluation and selection process will be used to determine the most qualified Firm. Evaluation criteria will generally involve relevant experience, specific expertise and performance references on previous projects. The following criteria will be considered in evaluating the proposals:

- Qualification and experience of key personnel and specific staff to be tasked with providing services under the Term Contract.
- Understanding of the Scope of Services.
- Evidence of ability to evaluate and provide cost effective solutions for services described in the scope of services.
- Evidence of ability to perform required services as described in Section 2.0 Scope of Services.
- Reference source comments and past record of performance on similar projects.
- Past experience and familiarity with the City of Galax water and wastewater treatment plants.

## **7.0 INQUIRIES**

Questions and Inquiries from bidders must be directed to Derek Spraker, Procurement Specialist, at 276-236-2131 or [dspraker@galaxva.com](mailto:dspraker@galaxva.com) and must be received by Wednesday, January 15, 2025 at 2:00 PM. All inquiries that affect the nature of the proposed contract or proposal contents will be responded to in the form of an Addendum. It is the responsibility of the Firm to check for updates prior to submission. The City shall not be responsible for any information given by way of verbal communication.

## 8.0 PROPOSED CONTRACT TERMS

Proposed contract terms are provided as shown in *Attachment B* to this Request for Proposals.

### **Attachment B:**

#### **Proposed Contract Terms**

##### **1. GENERAL PROVISIONS**

A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the CITY, and the CITY will not control the means, methods, techniques or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.

B. This contract is subject to appropriations by the CITY.

C. Unless otherwise stated, all bids shall remain valid for a period of ninety (90) days after the scheduled due date.

D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.

E. The CITY reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.

F. All procurements by the CITY will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 et seq., of the Code of Virginia, 1950, as amended.

##### **2. TERMINATION OF AGREEMENT**

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the firm in writing. In the event of termination, the firm providing goods or services pursuant to this procurement ("Firm") shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

##### **3. OWNERSHIP OF WORK PRODUCT**

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the CITY. Any reuse of these materials by the CITY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the CITY.

4. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

5. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the CITY and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the CITY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the CITY or its officers, agents, or employees.

6. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Firm providing goods or services to the CITY under this contract assures the CITY that it is:

1. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
2. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

7. NO WAIVER

Any failure of the CITY to demand rigid adherence to one or more of this Agreement's provisions, 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 this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

8. CHOICE OF LAW

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

9. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of the state and federal courts located within the Commonwealth of Virginia for resolution of any and all claims,

causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Courts of Carroll County, or Grayson County, Virginia or in the U.S. District Court, Western District of Virginia.

10. SEVERABILITY

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

11. NOTICES

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

*City of Galax*  
Attn: Michael Burnette, City Manager  
111 E. Grayson Street  
Galax, Virginia 24333

12. CONTRACTUAL CLAIMS PROCEDURE

- A. Contractual claims by Firm, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.
- B. The governing body of the City, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice. In the event such claim is not acted upon within said ninety (90) day period shall be deemed denied and Firm may proceed in accordance with paragraphs C and D.
- C. If the Firm disagrees with the decision of the governing body of the City concerning any pending claim, the Firm shall promptly notify the City by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the governing body of the City or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the City, shall be specifically exempt by the Firm from payment request, whether progress or final.

Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- D. The decision on contractual claims by the governing body of the City shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Firm concerning any such contractual claim prior to rendering of a decision by the governing body of the City, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Firm's claim shall be deemed denied.

13. FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the City does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the City and a faith-based organization, you are hereby notified as follows:

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



14. INSURANCE

- a. If applicable, Contractor shall submit to the City of Galax certificates of insurance with applicable endorsements to the policy attached, prior to beginning work under the Contract or no later than ten (10) days after award, whichever occurs first.
- b. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable by the City, and shall carry the provision that the insurance will not be cancelled or modified by the Contractor without thirty (30) days prior written notice to the City of Galax.
- c. The Firm agrees, during the pendency of this Agreement, to maintain in full force and effect such of commercial general liability and automobile policies of insurance as will protect it and the City from any and all claims alleging bodily injury, property damage, personal and advertising injury and other customary coverage, in amounts acceptable to the City. Such coverage shall insure Firm's indemnity obligations under this Agreement. The Firm shall maintain worker's compensation and other insurance as required by law.
- d. Insurance shall be maintained during the entire term of the Contract and any extensions.

15. 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. The amount of any contract may not be increased for any purpose without adequate consideration provided to the CITY.

16. ASSIGNMENT

The contract may not be assigned, sublet, or transferred without the written consent of the CITY.

17. AUDIT

When applicable for compliance with federal or other grant-funded projects, the Contractor's (and its authorized agents) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the CITY to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the CITY shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the CITY to Contractor pursuant to this contract.

The CITY shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The CITY shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof

in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the CITY in excess of five percent (5%) of the total contract billings, the actual cost of the CITY's audit shall be paid by Contractor. In addition, the CITY shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

18. DEFECTIVE PERFORMANCE OR GOODS

Contractor shall deliver the goods or services contracted for in strict conformity with the contract and these general terms and conditions. In the event of defective performance of services or the provision of defective goods, the Contractor shall take prompt steps to cure the defects in performance and replace any damaged or lost merchandise, or Contractor shall be in default of the Contract. Delivery by the Contractor to a common carrier does not constitute delivery to CITY. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The CITY accepts title only when goods are received regardless of the F.O.B. point. The CITY will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the CITY to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the CITY, the Contractor may deduct the amount of damage or loss from his or her invoice to the CITY in lieu of replacement.

19. CERTIFICATIONS

The Contractor certifies that:

A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;

B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and

E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

F. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia. See Appendix A for required forms:

1. Virginia State Corporation Commission (SCC) registration information
2. Anti-Collusion Statement
3. Certification of Interest & Relationships
4. Debarment Statement
5. Anti-Discrimination Statement

#### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the City and a faith-based organization, you are hereby notified as follows:

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

## APPENDIX A

### Virginia State Corporation Commission (SCC) registration information

The offeror (check/mark one):

- \_\_\_\_\_ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_.
- \_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- \_\_\_\_\_ 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 offeror 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 offeror's out-of-state location).
- \_\_\_\_\_ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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.

**\*\*NOTE\*\*** >> Check the following if you have not completed 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 proposals: \_\_\_\_\_

**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 CITY 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: \_\_\_\_\_