



**NORTHERN VIRGINIA REGIONAL PARK AUTHORITY  
5400 OX ROAD  
FAIRFAX STATION, VIRGINIA 22039  
REQUEST FOR PROPOSAL**

**BID DATE:** December 30, 2024

**FOR:** AUDIT SERVICES

**BID DUE DATE:** January 30, 2025, by Noon EST

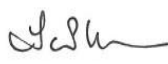
**PLACE OF OPENING:** Northern Virginia Regional Park Authority  
5400 Ox Road  
Fairfax Station, Virginia 22039

**MAILING ADDRESS:** Northern Virginia Regional Park Authority  
5400 Ox Road  
Fairfax Station, Virginia 22039

**CONTACT:** Lauren Weaver – Director of Finance  
**TELEPHONE:** 703-359-4608  
**EMAIL:** lweaver@nvrpa.org

**REQUIRED:**  
Statement of Disclaimer, Attachment “A” - See Page 19

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS OFFICE AS SOON AS POSSIBLE.**

  
\_\_\_\_\_  
Lauren Weaver,  
Director of Finance

12/30/24  
Issue Date

# REQUEST FOR PROPOSALS

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## 1.0 **PURPOSE**

- 1.1 The Northern Virginia Regional Park Authority (hereinafter called the “the Authority”) request qualified independent certified public accountants (hereinafter called the “Auditor”) to submit proposals to enter into a term contract to perform a financial audit in accordance with Generally Accepted Accounting Principles for each of the fiscal year(s) ending June 30, 2025 through June 30, 2029, with the option to extend for one (1) additional one (1) year period. The Authority may require a single audit in any year of engagement.
- 1.2 Payments for each succeeding year that the contract shall remain in full force and effect beyond fiscal 2025 shall be made subject to appropriation of funds for that fiscal year.

## 2.0 **SCOPE**

### 2.1 Financial Statements

The Auditor shall audit all funds of the Authority in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the Federal Single Audit Act Amendments of 1996 and of OMB Circular A-133, and the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The audit shall result in the **Auditor’s preparing the financial statements** from the audited records of the Authority with the Auditor’s opinion thereon. The Auditor’s opinion shall be unqualified unless the Auditor furnishes the Authority, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

### 2.2 Supplemental Schedules and Statistical Data

The Auditor shall apply procedures and report on the supplementary schedules included in the Annual Comprehensive Financial Report (ACFR), including the analysis of funding progress for pension plan, as well as any future required schedules. The Auditor is not required to apply procedures or assurances on statistical tables included in the ACFR.

### 2.3 Internal Controls

In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls in accordance with generally accepted auditing standards, the standards applicable to

financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, OMB Circular A-133, and the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

## 2.4 Compliance

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with Government Auditing Standards, and OMB Circular A-133.

## 2.5 Cancellation of Contract

The Authority reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon 60 days written notice to the Auditor. Any contract cancellation notice shall not relieve the Auditor of the obligation to complete an audit commenced before the effective date of the cancellation.

## 2.6 Subcontracts

No portion of this work shall be subcontracted without prior written consent of the Authority. The Auditor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall ensure compliance with all requirements of the contract.

## 3.0 SPECIFICATIONS

### 3.1 Meeting and Report Preparation

1. Scheduling and Procedures:  
Prior to the beginning of each audit, the Auditor shall coordinate with the Director of Finance and agree upon a time schedule and procedures to be observed from the commencement of field work to the publication of the ACFR.

The ACFR items to be prepared by the Auditors include the title page, table of contents, Government-Wide Comparative Financials, Basic Financial Statements (Exhibits), Opinion, Notes, Required Supplementary Information, Other Supplementary Information, Supporting Schedules, Statistical Section (Tables 1-8), and templates for Pension implicit and explicit rate calculations. Additionally, Auditor coordination is required for the ACFR Cover, Introductory Section, MD & A, and Statistical Section (Tables 9-17), prepared by the Authority for inclusion in the bound ACFR.

2. Meetings:

The selected Auditor shall schedule meetings between the Auditor and the Authority's Finance Staff before the preliminary work and at the end of the fieldwork. The purpose of these meetings is to keep the Authority fully informed on the scope and progress of the audit. A draft of the final report shall be furnished to management for its comments prior to issuing the final report. In addition, all audit findings and recommendations should be discussed with the Director of Finance prior to the issuance of management letters and reports.

3. Working Papers:

The Auditor hereby agrees to retain all books, records and other working papers relative to this contract for 5 years after final payment. The Authority, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period. Upon completion of the audit, the Auditor will be required to furnish the Authority with a copy of the working papers for the Authority's internal use only. In addition, the Auditor will be required to furnish the Authority with a copy of all adjusting and reclassifying entries using the Authority's account numbers.

4. On Call:

The Auditor will agree to be on call to respond for special checks or spot audits as directed by the Executive Director, Park Authority Audit Committee and/or Board. Reimbursement for the check or spot audits will be separate from the bid amount, but will be based upon the hourly rate for audit staff and reasonable overhead established in the base bid.

3.2 Assistance in Implementing Government Accounting Standards Board Statements

The Auditor shall assist the Authority in implementing all Government Accounting Standards Board (GASB) accounting and reporting standards which related to the Authority and which become effective during the term of the contract and are applicable to the Authority.

3.3 Required Reports

Based on the audit work performed, the Auditor shall include the following reports in the ACFR unless otherwise indicated:

1. An opinion letter on the fair presentation of the basic financial statements and required supplementary information in conformity with generally accepted accounting principles.
2. A report on the supplementary schedules described in Section 2.2 above. The Auditor shall prepare a disclaimer of opinion related to the statistical schedules included in the ACFR. This information may be included in the auditor's opinion letter.
3. A report on internal control over financial reporting, compliance and other matters based on the audit of financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls. Further, the Auditor shall identify any material weaknesses in the report. The Auditor shall report other weaknesses in internal controls not meeting the definition of a reportable condition in a separate letter to management referred to in the report on internal controls.
4. A report summarizing any compliance matters tested in accordance with the Uniform Financial Reporting Manual.
5. The Auditor shall make an immediate written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Executive Director and/or Audit Committee.
6. Any Auditor report that may become required over the period of this contract, in accordance with Government Auditing Standards; OMB Circular A-133; and Specifications for Audits of Authorities, Boards and Commissions.
7. Auditor of Public Accounts (APA) transmittal. Note, per guidance provided by the Virginia Auditor of Public Accounts on the official Virginia.gov website, the requirement by the Auditor can be fulfilled by Auditor stating they have not issued a separate management letter, when submitting the ACFR.

### 3.4 Draft Reports

The Auditor shall provide a draft of the ACFR (including Government-Wide Comparative Financial Statements and Exhibits) to the Authority by the fourth Thursday in September via email to facilitate review and completion of the MD&A by the Authority. The Auditor will provide the full bound draft of the ACFR to the Board by mail by the

second Thursday in October. The ACFR becomes final on the last Wednesday in November. The Auditor shall mail the final bound ACFR to the Board of Directors by the first business day of January following the June 30<sup>th</sup> end of the fiscal year.

### 3.5 Report Preparation and Presentation

1. The Auditor shall be responsible for report preparation, editing and printing. The report should be on 8.5 x 11 paper. The Auditor shall provide bound copies of the draft and final ACFR to each board member by mail and 5 bound copies by mail to the Authority. The Auditor will provide an excel version of the draft and final financials to the Authority.
2. Submission of Reports to the Federal and State Agencies: The Auditors shall be responsible for submitting copies of the ACFR to appropriate state and federal agencies as required.
3. The Auditor shall present the draft ACFR at the meeting of the Audit Committee of the Authority on the third Thursday of November following the June 30<sup>th</sup> end of the fiscal year.
4. The Auditor shall present the final ACFR to the Authority's Board on the third Thursday of January following the June 30<sup>th</sup> end of the fiscal year.
5. A PDF version of the final ACFR will be required from the Auditor for placement on the Authority's web site.

### 3.6 Submission of Report to the GFOA

The Authority will send its ACFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. The Auditor will be responsible for reviewing the GFOA comments to the prior year's submission; for assisting the Authority in preparing its responses to these comments; and for assisting in implementing appropriate suggestions for improvements to the Authority's ACFR. The Authority has been a recipient the last 17 years.

### 3.7 Assistance to be provided to the Auditor

#### 1. Books of Accounts

The Authority shall balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts prior to agreed upon field work date of Auditors.

#### 2. Schedules

- A. A year-to-date and final trail balance for each fund;
- B. Revenue Summary and Expenditure Summary (by fund and by location)
- C. Copies of bank reconciliations, bank statements as of 6/30 for all accounts;
- D. Outstanding check list as of 6/30 for all accounts;
- E. Copy of Investment Summary for the period ending 6/30;
- F. Copy of Retirement Systems Financial Activity for the FY;
- G. Copies of Retirement Plan Monthly Activity;
- H. Copy of Fixed Assets at 6/30 showing beginning balance, additions, deletions and ending balances by department and fund;
- I. Copy of depreciation schedule for Fixed Assets;
- J. Copy of listing of changes in capital equipment;
- K. Detailed Copy of construction in progress at 6/30;
- L. Copy of AP listing and schedule of AR as of 6/30;
- M. Documentation for accrued salaries & wages as of 6/30;
- N. Employee annual leave balance reports and Compensated Absences schedule as of 6/30;
- O. Copies of 941 quarterly tax reports;
- P. Copies of the board minutes;
- Q. Copy of federal grant activity for the FY;
- R. Analysis of Pension Activity for year ended 6/30;
- S. Such other reasonable financial schedules as the Auditor requests and are agreed to by Authority staff.

### 3.8 Staff Assistance

- 1. All members of the Finance Department staff and other Authority staff members are available to the Auditors, within reason, for assistance by providing information and explanations.
- 2. The Authority will provide access to all appropriate files and records of the Authority departments. AP invoices will be

provided electronically through PN3, a web-based Requisition/Purchase Order/Payables application.

3. Staff will be available to prepare schedules and pull or reproduce source documents for the Auditors for those records not in PN3.
4. Authority staff **will not** be able to provide clerical support in typing the required reports.
5. Working space and internet will be available for use by the Auditing staff at the Authority's HQ office.

### 3.9 Proposal Preparation and Submission

1. Proposals should be as thorough and detailed as possible so that the Authority may properly evaluate the Auditor's ability to provide the required services. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.
2. Contents of the Proposal:  
The Auditor is required to submit the following items as a complete proposal:
  - A. Title Page;  
Show the RFP subject, the name of the proposer's firm, local address, e-mail address, telephone number, name of contact and date.
  - B. Letter of Transmittal;  
To include the items listed below. The letter of transmittal should be limited to three (3) pages in length and only highlight information contained in your detailed proposal. All detailed information should follow the transmittal letter.
    - (a) History of the firm, including number of years in business and size of firm.
    - (b) A statement by the prospective Auditor of the understanding of the work to be performed with description of the audit approach and illustrations of the procedures to be employed.
    - (c) The approximate dates of the preliminary on-site

fieldwork and final on-site work. Also, include the approximate dates the draft financial statements and Auditor's reports will be available for review.

- (d) Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing municipalities, with emphasis of audits of local governments in Virginia, and recent continuing professional education of each. Feel free to include resumes.
- (e) Names, addresses, telephone numbers and e-mail addresses of people who may be contacted for reference.
- (f) A copy of the report on the firm's most recent peer review.
- (g) A statement by the prospective Auditor that:
  - 1. The firm is independent of the Authority, as that term is defined in the Ethical Rules of the AICPA.
  - 2. The firm and the partner assigned to the engagement are licensed to perform the audit as provided by the applicable laws of the Commonwealth of Virginia.
  - 3. The firm has met the peer review standards of the AICPA and Government Auditing Standards.
  - 4. The firm will provide adequate supervision on a day-to-day basis.
  - 5. Staff assigned to the audit has met the continuing education requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
- (h) Indicate your firm's expectations about client reimbursements for travel, per diem expenses, photocopying or other incidental expenses incurred in connection with the audit.

- C. **Right to Reject Proposal**  
Proposals shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal.
  
- D. **Deadline for Submission**  
To be considered for selection, the Auditor shall submit a complete response to the Request for Proposal. Two (2) original hard copies shall be mailed to the Authority. Copies of the proposal clearly marked **“PROPOSAL - AUDIT SERVICES”** should be forwarded to the mailing address and contact shown on the first page of this Request for Proposal by 12:00 Noon on January 30, 2025, and email a copy to the email address provided by the same deadline.
  
- E. **Inquiries**  
Inquiries concerning the request for proposal should be directed in writing to: Northern Virginia Regional Park Authority, Lauren Weaver, Director of Finance, 5400 Ox Road, Fairfax Station, VA 22039. Inquires may be e-mailed to [lweaver@nvrpa.org](mailto:lweaver@nvrpa.org). No inquires will be accepted after January 26, 2025.

### 3.10 Evaluation and Award Criteria

#### 1. Evaluation of Proposals

The Authority’s Audit Committee will evaluate proposals submitted.

#### 2. Evaluation Criteria using numerical scoring

Evaluation criteria shall include the following:

- A. The specific plans or methodology to be used in performing the audit (i.e. the audit approach).
  - i. Adequacy of proposed staffing plan for various segments of the engagement
  - ii. Adequacy of analytical procedures and sampling techniques
- B. The skill, experience and training of the specified persons who will be performing the services requested. The quality of the firm’s professional personnel to be assigned

to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

- C. The prior experience and reputation of the Auditor in auditing other comparable Virginia local governments or authorities.
- D. References from other Virginia local government clients.
- E. Stated ability to meet desired timing of engagement and to complete the audit and submit the financial statements and Auditor's reports by the deadline stated in the request for proposal.
- F. Proposed cost of services over the 5 year period.

### 3. Award of Contract

The selection process shall be in accordance with the Virginia Public Procurement Act, Section 2.2-4301-3a of the Code of Virginia.

#### 3.11 Payment Terms

- 1. Interim billings shall not exceed 80% of the total fee. The Authority shall make final payment upon acceptance of the report.
- 2. Should circumstances disclosed by the audit call for more detail investigation by the Auditor than is necessary under ordinary circumstances, the Auditor shall inform the Director of Finance and the Audit Committee in writing of the need for such additional compensation to complete the investigation.

#### 3.12 Description of the Authority

- 1. Contact Persons  
The Auditor's principal contact with the Authority will be the Director of Finance, Lauren Weaver, who will coordinate the assistance to be provided by the Authority to the Auditor.
- 2. Background Information
  - A. The Authority operates and functions under the authority of Code of Virginia, Title 15-2, Chapter 57 – Park Authorities Act, for the purpose of planning, acquiring, developing, constructing, operating, and maintaining a system of regional parks within the geographical limits of

the political subdivisions composing the Authority. The Authority was created in 1959.

- B. The Authority is governed by a board comprised of two members from each of the six member jurisdictions which include Arlington County, Fairfax County, Loudoun County, the City of Alexandria, the City of Fairfax and the City of Falls Church.
- D. The Authority uses Microsoft Dynamics accounting software for the general ledger, accounts payable, payroll and for the accounting of fixed assets. PN3 is used for electronic processing of Requisitions, Purchase Orders and Payables. UKG is used for payroll/timesheets.
- E. The Authority adopts an annual Operating Budget, which includes the General fund, Enterprise fund, Capital fund and two special funds (Restricted and Caryle House). The Authority's fiscal year begins on July 1 and ends on June 30.
- F. The Director of Finance is responsible for providing the financial accounting and reporting, purchasing, and fixed asset inventory control of the Authority. The Finance Department prepares the monthly financial reports, controls financial transactions, and prepares the payroll and all other payments for goods and services. The finance department coordinates the Authority's preparatory work for the Authority's annual audit. The Budget office prepares the Authority's Adopted Annual Budget and Revisions.

3. Fund Structure

The Authority uses the following fund types in the financial reporting:

<u>TYPE</u>	<u>NO. OF INDIVIDUAL FUNDS</u>
Governmental Funds - Major (General, Capital Projects, Restricted License Fee)	3
Other Governmental Funds - Nonmajor (Friends of Carlyle House, Friends of Ball's Bluff Battlefield Friends of Bull Run Park, Friends of Bull Run Shooting Center, Wetlands Mitigation Fund & Friends of the W&OD Trail)	6
Proprietary Fund - Business-type Activities (Regional Parks Fund)	1
Proprietary Fund – Governmental Activities (Internal Service Fund)	1
Fiduciary Funds (Employees Retirement Pension Trust, Employee Retirement Healthcare Benefits)	2

4. Pension

Defined Benefit Pension Plan – The Authority's plan is a single-employer defined benefit pension plan administered by the Plan's trustees. The Plan provides retirement, disability, death and post-employment healthcare benefits to Plan members and beneficiaries.

5. Assistance Available to Proposers

Recent Audit – during the past six years, the firm of Robinson, Farmer, Cox and Associates has performed the Authority's audits. The audits resulted in the opinion that the financial statement information is stated fairly in all material respects. The total audit fee paid for the period ended June 30, 2024, was \$73,950, which includes work for Certificate of Achievement for Excellence in Financial Reporting program. The fee was also inclusive of travel and report preparation expenses.

## **4.0 GENERAL TERMS AND CONDITIONS**

### **4.1 Submission of Proposal**

A. Failure to submit a proposal in accordance with the requirements set forth in this solicitation is cause for ejection of the proposal. However, the Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal.

### **B. Clarification of Terms**

If any prospective offeror has questions about the Terms contained in the solicitation documents, the prospective offeror should contact, by email, the Director of Finance no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum by the Authority.

### **C. Applicable Laws and Courts**

The Code of Virginia shall govern this solicitation and any resulting contract in all respects and any litigation with respects thereto shall be brought in the courts of the Commonwealth of Virginia. The Auditor shall comply with applicable federal, state, and local laws and regulations.

### **4.2 Late Proposals**

Late proposals will be returned to the offeror UNOPENED if a return address is shown.

### **4.3 Ethics in Public Contracting**

By submitting a proposal, the Auditor certifies that the proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror or subcontractor in connection with their proposal, and that they have not conferred with any public employees 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.

### **4.4 Immigration Reform and Control Act of 1986**

By submitting a proposal, the Auditor certifies that they do 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.

#### 4.5 Qualifications of Prospective Offerors

The Authority may make such reasonable investigations, as deem proper and necessary, to determine the ability of the firm proposing to perform the work. The Authority reserves the right to reject any proposal if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the Authority that the firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### 4.6 Changes to the Contract

The Authority may order changes within the general scope of the contract at any time by written notice to the Auditor. The Auditor shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing.

#### 4.7 Default

In case of failure to deliver services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the Auditor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Authority may have.

#### 4.8 Canceling or Amending a Solicitation

The Authority may cancel or withdraw a solicitation in whole or in part and reject any and all proposals at any time prior to an award. The Authority may also amend the solicitation by the issuance of an addendum prior to the time for receipt of response.

#### 4.9 Protest of Award or Decision to Award

Any Auditor submitting a proposal in response to this solicitation may protest the award or decision to award a contract by submitting such protest in writing to the Director of Finance no later than five days after public notice of the award or announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the

selected Auditor is not responsible. The written protest shall include the basis for the protest and the relief sought. The Authority shall issue a decision, in writing, stating the action taken on the protest, and such a decision shall be the final decision of the Authority.

#### 4.10 Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted to the Authority in writing no later than sixty (60) days, after final payment; however, written notice of the Contractor's intention to file a claim for compensation above that required by the contract shall be given at the time of occurrence or beginning of work upon which the claim is based. If such notice is not given, any claim for additional compensation or time extension arising from or related to such occurrence or work shall conclusively be deemed waived. The Contractor shall continue performance during the pendency of any claim or dispute and following any decision thereon. The Authority shall render a final decision on any claim within sixty (60) days of its submission or within one hundred twenty (120) days after final payment, whichever is later. Failure by the Authority to render a decision shall be deemed a denial of the claim as of the latest date a response was required.

#### 4.11 Anti-Trust

By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under said contract.

#### 4.12 Contract Documents

The contract entered into by the parties shall consist of the Invitation for Bid/Request for Proposal and the signed bid/proposal submitted by the contractor, both of which shall be referred to collectively as the Contract Documents.

#### 4.13 Employment discrimination by contractor prohibited.

During the performance of this contract, the contractor agrees:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal

operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 14.14 Drug-free workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

ATTACHMENT "A"

STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the Authority has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Witness

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

State of \_\_\_\_\_

County of \_\_\_\_\_ To-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, do hereby certify that \_\_\_\_\_ whose name(s) is (are) signed to the foregoing Statement bearing date of \_\_\_\_\_, 20\_\_\_, this day personally appeared before me in the County and State aforesaid and acknowledged the same before me given under my hand and seal this \_\_\_ day of \_\_\_\_, 20\_\_\_.