Eastern Shore Public Library Accomac, Virginia

REQUEST FOR PROPOSALS

To Provide Audit Services

For The Library

RFP Issue Date: April 15,2020 Proposals Due: May 20, 2020

REQUEST FOR PROPOSALS

RFP

Issue Date: April 15, 2	2020			
Title:	Audit Services for Eastern Shore Public Library (ESPL)			
Time Period:	Fiscal years ending June 30, 2020, 2021 and 2022 with an option to extend for three (3) additional years.			
Issuing Entity:	Eastern Shore Public Library PO Box 360 Accomac, VA 23301			
audit services to the E 2021 and 2022 with a inquiries for information	be received until 4:00 P.M., Friday, Eastern Shore Public Library for the fin option to renew the contract for thron in writing and direct them to Cara via e-mail: cburton@espl.org.	iscal years ending June 30, 2020, ee additional years. Please make all		
	MAILED, SEND DIRECTLY TO ISS AND DELIVERED, DELIVER TO: Ca ccomac, VA 23301.			
undersigned offers ar	is request for proposals and to all the nd agrees to furnish the services in ac lly agreed upon by subsequent negot	ccordance with the attached, signed		
Names and Address	of Firm:	Date:		
		Ву:		
		Title:		
Telephone No. ()	Fax No.()		

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INTRODUCTION

Description of Organization

The Eastern Shore Public Library (ESPL) is a regional library system which enhances the quality of community life and serves the citizens and visitors of Accomack and Northampton Counties by providing access to information to meet their educational, personal, professional, and recreational needs. Its headquarters and main library are in Accomac, Virginia, but will be moving to Parksley, Virginia in 2021. ESPL is primarily fiscally dependent upon the County of Accomack for its annual contribution. These factors warrant its inclusion in the County of Accomack's reporting entity as a discretely presented component unit. ESPL also leases its Accomac and Parksley locations from Accomack County. ESPL fiscal year is July 1 to June 30.

ESPL is a political subdivision created the provisions set forth in Section 42.1-37 of the Code of Virginia by Accomack and Northampton Counties. Formed in 1958 with a Regional Agreement, the appointed ESPL Board draws its corporate powers from Code section 42.1-37 of the Code of Virginia. The ESPL Board of Trustees consists of nine members, of which six are appointed by and serve at the pleasure of the County of Accomack Board of Supervisors, and three are appointed by and serve at the pleasure of the County of Northampton Board of Supervisors. The Accomack County Treasurer serves as the Treasurer and the Library Director serves as the Secretary.

ESPL has a branch location, Northampton Free Library, in Northampton County's Town of Nassawadox. ESPL has developed affiliated relationships with two additional libraries in Chincoteague and Cape Charles. The Chincoteague Island Library is a 501(c)3 nonprofit organization and the Cape Charles Memorial Library is a Town municipal library. Both libraries have their own boards. Although not mandated, the Library provides certain materials, equipment, technical services, staff training, and staff support for these affiliated facilities. The Library system receives State Aid from the Library of Virginia which ESPL administers and of which all four libraries benefit.

In 2009, community volunteers formed the Eastern Shore Public Library Foundation for the purpose of raising funds for the purpose of building a new regional library and to support the library system. The Accomac, Nassawadox, and Cape Charles libraries have Friends of the Library 501(c)3 organizations that also financially support their area library.

Section I

Procedural Requirements

1.1 PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified independent certificate public accountants (herein called "auditor") to perform a financial audit for the fiscal years ending June 30, 2020, 2021 and 2022 with an option to renew the contract for three (3) additional years. The audits are to be performed in accordance with generally accepted auditing standards [GAAS] and FASB [Financial Accounting Standards Board] as applicable.

A Request for Proposal (RFP) is being utilized in lieu of an Invitation To Bid since it is deemed in the best interest of the Library due to the nature of the contract services.

1.2 SCOPE OF SERVICES:

- A. Financial audit The independent Auditor shall audit the financial statements and all funds of the Library in accordance with generally accepted auditing standards accepted in the United States of America. The audit shall result in the rendering of the Auditor's opinion on the financial statements prepared by Library personnel. The Auditor's opinion shall be unqualified unless the Auditor furnishes to the Library, on a timely basis, their reasons for qualifying the opinion, disclaiming an opinion or rendering an adverse opinion.
- B. In connection with the audit of the financial statements, the Auditor shall perform tests of compliance in accordance with GAAS as applicable.
- C. In connection with the audit of the financial statements, the Auditor shall perform work on internal controls in accordance with GAAS.

1.3 <u>RFP RESPONSE</u>:

In order to be considered for selection, qualified firms must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the Library's Business Office.

1.4 PROPOSAL PREPARATION:

A. Proposal

Proposals should be as thorough and detailed as possible so that Library

personnel may properly evaluate your capabilities to provide the required services. The Auditor is required to submit the following items as a complete proposal:

(1) Title Page

Show the RFP subject, the name of the proposing firm, local address, telephone number, name of contact person, and date.

(2) Letter of Transmittal which includes:

- a. A statement by the prospective Auditor of his/her understanding of the work to be done.
- b. The approximate date the audit will begin (including preliminary field work) including a time line for the audit process that allows for timely providing of final numbers to the County of Accomack in order to meet the APA filing deadline and the presentation of findings as detailed in this RFP.
- c. Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing non-profit organizations or local governments, and recent continuing professional education of each.
- d. Names, addresses and telephone numbers of persons who may be contacted for reference.
- e. History of the firm, including number of years in business and size of firm. Letter should identify the office which will serve as the managing office of the project.

(3) Representations of the Auditor

- a. The firm must provide a positive statement that it is independent of the Library as that term is defined in the Ethical Rules of the AICPA.
- b. The firm must provide a positive statement indicating that the firm and the partner assigned to the engagement are licensed to perform the audit as provided in the applicable laws of the Commonwealth of Virginia.
- c. The firm must provide a positive statement indicating that adequate supervision will be provided on a day-to-day basis along with timely response to any correspondence from the Library members participating in the audit.
- d. The firm should provide a positive statement that all staff assigned to the audit have met the continuing education requirements obligatory under <u>Government Auditing Standards</u> issued by the Comptroller General of the United States.

(4) The firm's latest peer review report.

B. Right to Reject Proposals

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.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Deadline for Submission

In order to be considered for selection, Auditors must submit a complete response to the Request For Proposal. One (1) original and two (2) copies of each proposal must be submitted to the Library. Copies of the proposal should be forwarded to:

Cara Burton
Eastern Shore Public Library
PO Box 360
Accomac, VA 23301

No later than 4 p.m. on May 20, 2020.

D. Inquiries

Inquiries concerning the request for proposal should be in writing and directed to: cburton@espl.org

or

Cara Burton
Eastern Shore Public Library
PO Box 360
Accomac, VA 23301
(757) 787-3400

E. Ownership of all data, materials and documentation originated and prepared for the Library pursuant to the RFP shall belong exclusively to the Library and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by each firm shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, each firm must invoke the protection prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

1.5 <u>SELECTION CRITERIA</u>:

Selection criteria will include the following:

A. Mandatory Elements

Representations of the Auditor described in section 1.4(3) are considered mandatory elements of the proposal. Only firms which meet the mandatory criteria will be considered during the evaluation process.

B. Technical Qualifications, etc.

- 1. The skill, experience and training of the specified persons who will be performing the services requested.
- 2. The Auditor's understanding of the Library's system of accounting obtained through prior experience, review of prior audit reports, or discussion with appropriate staff members.
- 3. The prior experience and reputation of the Auditor in auditing organizations similar to the Library.
- 4. Ability to complete the audit and submit the Auditor's opinions to the Library by the deadline.
- 5. Fees charged by the Auditor.
- 6. Specific plan or methodology used to determine when and how much the Library may be charged for items that may occur during the period that the resulting contract will encompass but are not covered by the contract, e.g. compliance with a new GASB or FASB pronouncement.

SECTION II

Report Preparation, etc.

2.1 Report Preparation

A. Required Reports

Based on the audit work performed, the Auditor must issue the following reports as part of the Library's responsibilities to its funding bodies and public transparency.

- A report on the fair presentation of the financial statements of the financial and business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.
- 2. A report on the internal control over financial reporting, cash handling procedures, and on compliance and other matters based on an audit of financial statements performed in accordance with Governmental Auditing Standards. The Auditor shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls. Non-reportable conditions discovered by the Auditor shall be reported either in the report on internal controls or in a separate letter to the Library's Finance Committee and management. If the non-reportable conditions are reported in a separate letter, the letter shall be referred to in the report on internal controls.
- 3. Independent Auditor's comments on resolution of prior year findings.

- 4. A schedule of findings and questioned costs.
- 5. A summary of compliance matters.
- 6. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Library Director and the Treasurer of the Library Board.

B. Draft Reports

The Auditor shall present a draft of his/her reports and recommendations to the Library Director by the 15th of September.

C. Report Preparation

The Auditor will provide 4 original copies, and one reproducible copy [in print and digital formats] of the final report to library director by the **first Tuesday in October**. This deadline is required to meet the Library of Virginia's requirement for state aid.

2.2 Representation Of The Library

The following are the active accounts of the Library and its investment funds:

Operating accounts:

General Operations Reserve Restricted Fund

2.3 Assistance That Will Be Provided To The Auditor

- A. Library staff members shall prepare and provide the financial statements, other necessary financial records and all appropriate work papers and/or schedules.
- B. Other Assistance as requested in a prepared by client worklist.

Library personnel will be available during the audit to assist the firm by providing information and explanation.

SECTION III

General Terms and Conditions

3.1 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 the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

3.2 <u>ANTI-DISCRIMINATION</u>:

By submitting their bids or proposals, Bidders or Offerors certify to the Library that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended,

where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1 and 2 below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids or proposals, Bidders or Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have 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.

3.4 DRUG FREE WORKPLACE:

During the performance of contracts, contractors shall agree 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 on the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

3.5 MANDATORY USE OF LIBRARY FORMS AND TERMS AND CONDITIONS:

Request For Proposals: Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Library reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

3.6 <u>CLARIFICATION OF TERMS</u>:

If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should submit the question in writing to the Library no later than <u>seven</u> working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Library.

3.7 PRECEDENCE OF TERMS:

Paragraphs 3.1 - 3.7 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

3.8 PRICING:

The subsequent contract is considered a FIRM FIXED PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

3.9 TERM OF CONTRACT:

The initial term of the contract will be three (3) years, beginning July 1, 2020, with an option to renew for an additional (3) years or until a determination is made that it is in the best interest of the Library to request new proposals.

3.10 PAYMENT TERMS:

Payment shall be made upon approval of the report by the ESPL Board of Trustees. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, which ever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days. Options to provide payment

in monthly or quarterly installments should be clarified. Payment shall be made upon approval of the report by the ESPL Board of Trustees.

3.11 QUALIFICATIONS OF BIDDERS OR OFFERORS:

The Library may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Library all such information and data for this purpose as may be requested. The Library further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the Library that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

3.12 TESTING AND INSPECTION:

The Library reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specification.

3.13 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Library.

3.14 DEFAULT:

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

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

Section IV

Special Terms and Conditions

4.1 <u>AWARD</u>:

Successful bidders/offerors will be notified immediately upon acceptance of their bid/proposal. The Library shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Library may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated or proposed.

4.2 BID/PROPOSAL ACCEPTANCE PERIOD:

Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) day period, the Bidder/Offeror may withdraw the proposal via a written request. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

4.3 PROTEST OF AWARD OR DECISION TO AWARD:

Any Auditor submitting a proposal in response to a solicitation may protest the award or decision to award a contract by submitting such protest in writing no later than ten days after the award is made or the notice of intent to award is posted. The written protest must be received by the County. The protest shall include the specific basis for the protest and the relief sought. The County shall issue a decision in writing within ten days stating the reason for the action taken. This decision shall be final unless the offeror appeals within ten days of the written decision by invoking the County's appeal procedures, or institutes legal action as provided in § 11-70 of the Code of Virginia. If the protest of any offeror depends in whole or in part upon information contained in public records pertaining to the procurement which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for public inspection by such offeror, or at such later time as provided in this section. No protest shall lie for a claim that the selected offeror is not a responsible offeror.

4.4 **INSURANCE**:

Tax Exemption

Eastern Shore Public Library is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The Library is also exempt from the local 911 tax. A signed certificate to document the Library's taxexempt status is available upon request by contacting the Library Director.

- 1. Contractor's License: Bidders (as required) must be licensed as a Contractor in the State of Virginia; and bidder's attention is directed to Chapter 7, Title 54, Code of Virginia as amended. Bidder shall include a copy of his license with the completed bid form.
- 2. Business License: All businesses who wish to engage in business with Eastern Shore Public Library must possess a valid Accomack County Business License or must document why they are exempt from licensure. Most businesses who have obtained business licenses from other county jurisdictions are exempt from Accomack County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of the Revenue for specific guidance on this issue. This office may be reached at 757-787-5747.
- 3. Insurance: (A contractor is defined as an individual or firm which has entered into an agreement to provide goods or services to Eastern Shore Public Library.) Any contractor doing business with the Library shall maintain insurance to protect Eastern Shore Public Library from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor or

subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia during the entire term of the contract.

Eastern Shore Public Library leases its facility from Accomack County, Virginia. Whenever work is to be performed for or on County-owned or -leased property or facilities, the contractor shall be required to have the insurance specified with an insurance company acceptable to the County of Accomack and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements for the County of Accomack are as follows:

- A. Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to include:
 - 1) Premises/Operations' Liability,
 - 2) Products and Completed Operations Coverage, and
- 3) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

The County of Accomack, Virginia must be endorsed as an "additional insured" when a Contractor is required to obtain Commercial General Liability coverage.

- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker's Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).
- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

Profession/Service Occurrence Limit Aggregate Limit Accounting \$1,000,000 \$3,000,000

4.5 IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed bid/proposal should be returned in a sealed separate envelope or package, addressed as directed on Page 2 of the solicitation, sealed and identified as follows:

From:				
	Name of Bidder/Offeror	Due Date	Time	
	Street or Box Number			
	City, State, Zip Code			
	DED Titlo			

Section V

CONTRACT

This contract entered into thisday, ofhereinafter called the "Contractor" and the Ea "Library."	, 2020, by astern Shore Public Library, hereinafter called the
WITNESSETH that the Contractor covenants, promises and agreements herein	and the Library, in consideration of the mutual contained, agree as follows:
SCOPE OF SERVICES: The Contract forth in the Contract Documents.	ctor shall provide the service to the Library as set
PERIOD OF THE PERFORMANCE:	For the three Fiscal Years Ending June 30, 2020, 2021 and 2022.
Contract, the Procedural Requirements, repospecial terms and conditions, specification Proposals dated April 15, 2020, together with	Contract Documents shall consist of this signed out Preparation, etc., general terms and conditions, s, and other data contained in the Request for h all written modifications thereof and the proposal 120 all of which documents are incorporated herein.
IN WITNESS WHEREOF, the partie intending to be bound hereby.	es have caused this contract to be duly executed
CONTRACTOR:	Eastern Shore Public Library:
Ву:	By:
Title:	Title:
Date:	Date:

SMALL AND MINORITY BUSINESS ENTERPRISES (to be completed and returned with your RFP response)

Relevant Federal and State laws, orders, and regulations require the Eastern Shore Public Library to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

DEFINITIONS;

1. Small Business

For the purposes of this document, a small-business concern is one which, regardless of ownership or control:

- A. Does not exceed fifty (50) employees.
- B. Gross annual income does not exceed \$2 million.
- C. Is independently owned and operated, i.e. not a subsidiary of another firm.

2. Minority Business

A business entity which is operated and controlled by a minority.

- A. The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control, and share in earnings of 51 percent or more of such an enterprise.
- B. A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian and Alaskan Natives; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Small Business Firm?	0 Yes	0 No		
Minority Business Firm?	0 Yes	0 No		
The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.				
CONTACT FOR ADMINISTRATION				
Name:				
Office Address:				
Office Phone Number:				

VENDOR ELIGIBILITY CERTIFICATION (to be completed and returned with your RFP response)

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

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Firm or Corporation