

Town Council: Ray Burger, Thelma Gillespie, Cynthia Holdren, Joy Marino, Sarah Nock and Maphis Oswald
Mayor: Fletcher Fosque | **Town Manager:** Matt Spuck

Town of Onancock

Town Council Meeting

Special Meeting

November 8, 2022, at 5:30 p.m.

Agenda

1. Call to order and roll call
2. Council discussion:
 - a. Feasibility of funding The Pavilion
 - b. Resolution for 2021 BIG (Boaters Infrastructure Grant)
 - c. Score Town Plan proposals
3. Public Comment
4. Adjourn

**Town of Onancock
Cash and Reserve Report
30-Sep-22**

	ACTUAL 9/30/22	ACTUAL 9/30/21	% Increase / (Decrease)
CASH AND RESERVES			
CASH			
Checking	496,139	211,616	134%
RESERVES			
Cash Reserve (savings account)	858,317	793,053	8%
Grant Match or Project Reserve	255,702	53,736	376%
Capital Asset Reserve	83,759	84,887	(1%)
General Fund Reserve	403,709	421,512	(4%)
ARPA Funds	1,039,569	628,216	65%
Utility Reserve	741,783	772,381	(4%)
Total Expenditures	3,382,839	2,753,785	23%
Total Cash and Reserves	3,878,978	2,965,401	31%
Cash and Reserves - No ARPA	2,839,409	2,337,185	21%
Reserves Only - No ARPA	2,343,270	2,125,569	10%

	Policy Requirement	Policy	Over/(Under Reserved)
REQUIRED RESERVES PER POLICY			
Grant Match or Project Reserve	250,000	Up to \$250,000	5,702
Capital Asset Reserve	142,017	25% of 5-year CAPEX plan	(58,258)
General Fund Reserve	507,754	30% of budgeted revenue	(104,045)
Utility Reserve		120 day operating + 30% Accumulated Dep (covers bond req.) + \$15k for road repairs	(216,392)
Total Required Reserves	1,857,945		(372,992)
		Cash Reserve (savings account)	858,317
		Excess Reserves	485,325
		Option 1 - use over reserved funds	100,000
		Remaining excess reserved funds	385,325

**Town of Onancock
Budget Summary by Department
Through September 30, 2022**

SEWER	ACTUAL YTD	BUDGET 2023	% OF BUDGET	Positive/(Negative) Variance		2020	2021	2022
				\$	%			
Revenue								
Sewer Charges	224,485	847,440	26%	(622,955)	(74%)	915,409	1,014,068	1,071,885
Total Revenue	225,212	847,440	27%	(622,228)	(73%)	920,469	1,025,382	1,121,513
Expenditures								
Coll.Repair/Maintena	43,169	388,725	11%	345,556	89%	65,432	75,412	136,140
Electric Services	521	0	No Budget	(521)	0%	73,534	71,544	45,809
Telephone	(1,062)	0	No Budget	1,062	0%	9,027	9,541	11,974
Reserve For Capital	0	100,000	0%	100,000	100%	0	0	0
Hrsd Transition Cost	0	75,000	0%	75,000	100%	30,500	17,021	23,577
Transfer To Reserve	0	283,715	0%	283,715	100%	0	0	0
Total Expenditures	42,628	847,440	5%	804,812	95%	633,749	556,205	406,064
Net Change	182,584	0		182,584	0%	286,720	469,177	715,449

Percentage of Year Completed: 25%

(Option 2: Use budgeted "Transfer to Reserves" 100,000

Remaining Amount to Transfer to Reserves 183,715

ARPA Project Cost Update
As of 9/30/22

	Not to Exceed Budget	Spent to Date	Received to Date	Remaining to Spend
SLEFF-1010	\$ 50,000	\$ -		50,000
SLEFF-1020	\$ 100,000	\$ 1,050		98,950
SLEFF-1030	\$ 195,000	\$ 7,898		187,102
SLEFF-1030	\$ 100,000	\$ 1,810		98,190
SLEFF-1040	\$ 25,000	\$ 11,301		13,699
SLEFF-1050	\$ 35,000	\$ 245		34,755
SLEFF-1060	\$ 8,000	\$ 8,000		-
SLEFF-1070	\$ 165,000	\$ 147,789		17,211
SLEFF-1080	\$ 8,000	\$ 6,401		1,599
SLEFF-1090	\$ 10,000	\$ 51,605		(41,605)
SLEFF-1100	\$ 5,000	\$ 1,391		3,609
SLEFF-1110	\$ 20,000	\$ -		20,000
SLEFF-1120	\$ 90,000	\$ -		90,000
SLEFF-1130	\$ 40,000	\$ -		40,000
SLEFF-1140	\$ 3,500	\$ -		3,500
SLEFF-1150	\$ 7,500	\$ -		7,500
SLEFF-1160	\$ 65,000	\$ -		65,000
SLEFF-1170	\$ 10,000	\$ -		10,000
SLEFF-1180	\$ 90,000	\$ 7,837		82,163
SLEFF-1190	\$ 35,000	\$ -		35,000
SLEFF-1200	\$ 8,500	\$ -		8,500
SLEFF-1210	\$ 20,000	\$ -		20,000
SLEFF-1220	\$ 100,000	\$ 100,000		-
SLEFF-1230	\$ 65,932	\$ -		65,932
	\$ 1,256,432.00	\$ 345,327.00	\$ 628,216.00	\$ 911,105

Current ARPA Reserve	1,039,569
ARPA Reserve to Transfer to Operating Cash	128,464
Current Cash Balance (checking and savings)	1,354,456
Cash with ARPA Reimbursement	1,482,920
Prior Year Cash - same period	1,004,669
Increase Year Over Year (YoY) Cash	478,251
Option 3: Use operating cash	100,000
Remaining Increase in YoY Cash	378,251

Resolution No. ___2022-11-08-01___

A RESOLUTION BY THE TOWN OF ONANCOCK TOWN COUNCIL REGARDING THE USEFUL LIFE, OBLIGATION, AND MAINTENANCE OF THE TOWN OF ONANCOCK WHARF AT 2 ONANCOCK WHARF, ONANCOCK, VIRGINIA;

WHEREAS, the Town of Onancock, is the owner in fee simple of real property with improvements thereon know generally as Town of Onancock Wharf at 2 Onancock Wharf, Virginia; and

WHEREAS, the Town of Onancock, acting as sub-recipient of the Virginia Department of Health, replaced an existing HVAC unit, installed a security system, installed/repaired utility pedestals, and replaced planking on dock/bulkhead at the Town of Onancock Wharf transient docks with funds from the Boating Infrastructure Grant Program; and

WHEREAS, the Town of Onancock is obligated to allow transient recreational vessels to utilized the bathhouse, washer/dry unit, wet slips, and utility pedestals in accordance with the Boating Infrastructure Grant; 2 CFR 200 and 50 CFR 86; and

WHEREAS, pursuant to the grant agreement (s) between the Town of Onancock and the State of Virginia, Department of Health (the "Agreement ") dated April 7, 2021 (Agreement Number VDH-21-102-0164), a copy of which is kept on file at the office of the Virginia Department of Health, 109 Governor Street, 5th Floor, Richmond, Virginia 23219.

NOW THEREFORE, BE IT RESOLVED, by this Resolution, the Town of Onancock, desires to acknowledge the existence of the Agreement and its obligation to abide by the terms and conditions thereof. The Town of Onancock confirms it obligations with regard to the Agreement as it relates to the Property, including the obligation of the Town of Onancock to provide long-term maintenance of the property in accordance with the Boating Infrastructure Grant Program Rule (522 FW 18.5) and the following useful life parameters; HVAC unit – 10 years, security system- 10 years, utility pedestals- 10 years, and bulkhead planking- 20 years; until February 2044 as referenced in Appendix 8 – United States Fish and Wildlife Service Plant, Property & Equipment Financial Management Guidance Handbook.

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Roll Call Vote:

Ray Burger	Yay	Nay	Thelma Gillespie	Yay	Nay
Cynthia Holdren	Yay	Nay	Joy Marino	Yay	Nay
Sarah Nock	Yay	Nay	Maphis Oswald	Yay	Nay
In the event of a tie vote			Fletcher Fosque	Yay	Nay

Attached to and included in this resolution is Sub-Recipient Agreement between the Virginia Department of Heath and the Town of Onancock. Agreement number: VDH-21-102-0164.

VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF ENVIRONMENTAL HEALTH SERVICES (OEHS)

SUB-RECIPIENT AGREEMENT

SUB-RECIPIENT Number: VDH-21-102-0164

- I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement is entered into by the Town of Onancock, whose business address is 15 North Street, Onancock, VA 23417, hereinafter called the “Sub-Recipient” and Commonwealth of Virginia through the Department of Health, Office of Environmental Health, Division of Onsite Sewage and Marina Programs, whose business address is 109 Governor Street, 5th Floor, Richmond, Virginia 23219, hereinafter called the “Department.”

WHEREAS, the department desires to enter into an Agreement with the Sub-Recipient to provide scope of service and;

WHEREAS, The Sub-Recipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Sub-Recipient hereby covenant and agree to the following terms.

- II. PERIOD OF AGREEMENT:** From execution date of VDH signature on last page through February 2, 2024.
- III. PERIOD OF GRANT AGREEMENT:** February 3, 2021 – February 2, 2024, in accordance to Special Terms and Conditions: Article VI – Compensation. Payments to be made in accordance to Article VII – regarding actual expenditures as a result of services provided under the terms of the basic agreement.
- IV. PURPOSE:** Funds to be used for the general maintenance of utilities and equipment used at the wharf including a media campaign.
- V. SCOPE OF SERVICES:** Perform general maintenance an replacement and shall when required to provide design, engineering, and permitting on the following:

- *HVAC
- *Security system
- *Washer/Dryer
- *Electrical pedestals
- *Dock/bulkhead planking replacement
- *Media Campaign

Following the completion of work, the Sub-Recipient shall remove all trash, debris and other materials, contaminated or otherwise from the above site. All material shall be disposed of in a neat, orderly and

proper manner from this site and meet all local codes. All areas disturbed during construction shall be restored to match the original or existing site conditions.

A. The Sub-Recipient shall obtain all permits required for the installation of equipment related to the HVAC, security system, washer/dryer, electrical pedestals, dock/bulkhead repairs, and media campaign.

1. The Sub-Recipient shall be responsible for having all their required licenses and permits needed to satisfy all governmental agencies having jurisdiction over this project. The Sub-Recipient will have full responsibility for the Commonwealth Notification.
2. The Sub-Recipient shall make application for building and construction permits for all phases of the work when required.
3. The Sub-Recipient shall pay any permit, plan check or filing fees required for this project when required.
4. The Sub-Recipient shall monitor the application process, through the review process, and shall respond to any comments or questions concerning the application.
5. The Sub-Recipient shall be responsible for contacting the appropriate governmental agencies and/or departments to schedule the required inspections.

B. The HVAC, security system, washer/dryer, electrical pedestals, and dock/bulkhead repairs funded through the Boating Infrastructure Grant shall be constructed in accordance with 522 FW 18 "Useful Life of Capital Improvements Funded by Federal Assistance Grants". In general, all materials used for use on this project should provide a service life of at least 10 years. The expected useful life of the major components of this project are as follows:

1. HVAC (Expected Useful Life: 10 years)
2. Security System (Expected Useful Life: 10 years)
3. Electrical pedestals (Expected Useful Life: 10 years)
4. Planking (Expected Useful Life: 20 years)

The Sub-Recipient must give credit to the Federal Aid in Sport Fishing Restoration program and the United States Fish and Wildlife Service as the source of project funding by using crediting logo identified in 50 CFR Part 86.26. Therefore, a statement of Federal Interest via a Resolution by the Town Council must be submitted to the Department referencing the existence of the transient slips, bathhouse, fuel system, Wi-Fi system, and security system extending the service life of the transient boating facility for another 20 years or until February 2, 2044. The Resolution shall be submitted at the same time as the reimbursement request.

VI. COMPENSATION: The Department will reimburse Sub-Recipient for actual expenditures as a result of services provided under the terms of the basic agreement.

The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures that are itemized by budgeted line item with quarterly and year-to-date total expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm, included in the budget for this agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Sub-Recipient's financial management information system must be provided.

- Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.

Contract Value: **\$40,034.00**

VII. The Department will reimburse Sub-Recipient for actual expenditures as a result of services provided under the terms of the basic agreement.

The Sub-Recipient shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

The Sub-Recipient agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement.

The Sub-Recipients shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period.

Virginia Department of Health
 Department of Environmental Health Services
 109 Governor Street, 5th Floor
 Richmond, Virginia.23219

VIII. FEDERAL REQUIREMENTS FOR SUB-RECIPIENT CONTRACTS

 Contractor is subrecipient **not** receiving pass-through federal funds. Information below not applicable.

XX Contractor is subrecipient receiving pass-through federal funds. Information below is applicable.

FEDERAL AWARD INFORMATION: Sub-Recipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Federal Award Identification Number: F21AP00644
 Federal Award Date: 3-1-2021
 Total Amount of Federal Award: \$40,034.00
 Name of Federal Grantor: U.S. Department of Interior, Fish and Wildlife Service
 CFDA Number & Name: 15.622 Sport Fishing and Boating Act
 Research & Development: Yes No
 Indirect Cost Rate: N/A

FEDERAL AWARD RESTRICTIONS: There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCRF.gov.

General Provisions Sections:	200.400-200.401
Federal equipment	200.313
Procurement guidelines	200.318-200.326
Basic Considerations Sections:	200.402-200.411
Direct and Indirect (F&A) Costs Sections:	200.412 – 200.415
Special Considerations for States, Local Governments and Indian Tribes Sections:	200.416-200.417
General Provisions for Selected Items of Cost Sections:	200.420-200.475 (with exception of 200.424 and 200.475 as these are more applicable to Higher education Institution and other nonprofit organizations.

The Virginia Department of Health, Office of Environmental Health Services, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of sub-recipients. The above requirements include, but are not limited to the following: Sub-recipients receiving more than \$750,000 in federal funds, during the sub-recipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The sub-recipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

Federal Funding Accountability and Transparency Act (FFATA) Effective October, 2010, all entities that plan to apply for and ultimately receive a Federal grant/cooperative agreement or receive sub awards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients),
- Have a DUNS number,
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide Executive compensation information for five most highly compensated officers if **all** of the following apply:
 - Organization receives 80% or more of its annual gross revenues in Federal awards,
 - Organization receives \$25,000,000 or more in annual gross revenues from Federal awards,

- Executive compensation has not previously been reported to any Federal Agency through any other reporting system.

Certifications regarding lobbying (2 CFR 200.450)

Certification Regarding Lobbying (2 CFR 200.450) By signing this agreement, the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Monitoring: The Department will monitor the Sub-Recipient to evaluate the progress and performance of the program. The Sub-Recipient shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Sub-Recipient shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Sub-Recipient, the Sub-Recipient shall reimburse the Department upon demand.

Time and Effort Reporting: The Sub-Recipient shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local and Indian Tribal Government). 2 CFR 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Sub-Recipient shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.

Audit of Financial Records: The Sub-Recipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit organizations) as applicable. The Sub-Recipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. A copy of the portion of the audit that affects the program will be submitted to the Commonwealth of Virginia. If there are no audit findings, a letter indicating no finds shall be submitted.

The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Sub-Recipient must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting Federal agency, pass-through entity, and the General Accounting Office.

APPROPRIATIONS: The Sub-Recipient acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKEFREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation **and/or the imposition of an administration compliance order on the responsible entity.**

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Sub-Recipient desires to subcontract some part of the work specified herein, the Sub-Recipient shall furnish the Departments names, qualifications and experience of their proposed Sub-Recipients and shall assure compliance with all requirements of the contract. Subcontracting with local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Department and Sub-Recipient.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Department approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Sub-Recipient agrees that proprietary information disclosed by the Department to the Sub-Recipient for the purpose of a Memorandum of Understanding shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180) By initialing this box , the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Sub-recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501- 200.521, by initialing this box the sub recipient certifies that it will provide notice of any adverse findings which impact this Sub award and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Sub-recipient is not subject to the Single Audit Act, then Sub-recipient will provide notice of the completion of any required audits and provide access to such audits upon request.

METHOD OF PAYMENT: The Sub-Recipient shall submit to the Department a final invoice with acceptable supporting documentation. The reimbursement request must be supported by original or copies of invoices for materials, labor and services along with receipts or other acceptable documents supporting the payment of such invoices and shall be submitted to the following address:

Virginia Department of Health
Division of Onsite Sewage and Marina Programs
Attention: Preston Smith
109 Governor Street, 5th Floor or Email: preston.smith@vdh.virginia.gov
Richmond, Virginia 23219

If the final cost of this project exceeds **\$54,100.00** the Federal Share through VDH reimbursement will be limited to **\$40,034.00** and all additional costs will be the responsibility of the Contractor. If the final cost of this project is less than **\$54,100.00**, the Contractor agrees to be reimbursed at the rate of **74%** of the total eligible cost of the project. The contractor will submit all invoices by **January 2, 2024**.

Failure of the Sub-Recipient to submit reports, invoices, and acceptable supporting documentation within the prescribed time frame may forfeit Sub-Recipient's right to payment from the Department.

In the event the Sub-Recipient fails to fulfill the requirements set forth in the Scope of Services, the Sub-Recipient will be asked to submit a plan of corrective action within 30 days, or a time frame acceptable to both parties. The plan of corrective action will be mutually agreed to prior to implementation.

Invoicing Required Elements

- Required Certifications (2 CFR 200.415). Must include a signature from an authorized official.
- Current expense column (project costs broken down by ledger cost category)
- Cumulative expense column (project costs broken down by ledger cost category)
- Point of contact for invoicing questions (Name, Email, Phone Number)
- Contract number
- Tax ID Number
- Invoice date
- Invoicing period of performance
 - Billing period to be no more frequent than monthly in accordance with 2 CFR 200.305
- Sub recipient contact person for invoice questions
- Cost sharing amounts if applicable
- Program income amounts if applicable
- Invoice marked "final" if applicable
 - Final invoices shall be submitted no later than 30 days after ending of contract period of performance

IX. TERMS AND CONDITIONS:

- A. **AUDIT:** The Sub-Recipient shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Department and the Sub-Recipient are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Sub-Recipient shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- D. **BACKGROUND CHECKS:**
1. The VDH may require a background check for Sub-Recipient staff assigned to any resulting agreement. The Sub-Recipient shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Sub-Recipient employees will be required to complete a form granting authority to release information. The Sub-Recipient shall allow the VDH access to review Sub-Recipient staff personnel and employment records.
 2. Background investigation results will be reviewed by the VDH, and are not releasable to the Sub-Recipient, however, can be provided to the individual of the investigation upon a written request.
 3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement.
 4. In the event of any staff turnover or staff reassignments, the Sub-Recipient shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Sub-Recipient employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Sub-Recipient.
- E. **CANCELLATION OF AGREEMENT:** The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Sub-Recipient. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Sub-Recipient, without penalty, after the initial

12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Sub-Recipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES TO THE AGREEMENT: The parties may agree in writing to modify the scope of the Memorandum of Agreement. An increase or decrease in the price to the memorandum of Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Agreement.

G. CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION: The Sub-Recipient assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the Code of Virginia. Sub-Recipients who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Sub-Recipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients and their employees working on this project may be required to sign a confidentiality statement.

H. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

During the performance of this contract, the Sub-Recipient agrees to (i) provide a drug-free workplace for the Sub-Recipient'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 Sub-Recipient'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 Sub-Recipient that the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, 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.

I. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Sub-Recipient certifies that the Sub-Recipient does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. ANTI-DISCRIMINATION: By submitting this agreement Sub-Recipient certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With

Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Sub-Recipient agrees as follows:
 - a. The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-Recipient. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Sub-Recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, will state that such Sub-Recipient 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.
 - d. If the sub-Recipient employs more than five employees, the contractor shall (i) provide annual training on the sub-Recipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the sub-Recipient owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Sub-Recipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Sub-Recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The Sub-Recipient 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 Sub-Recipient or vendor.

K. **ANTITRUST:** By entering into an agreement, the Sub-Recipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of 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 Commonwealth of Virginia under said agreement.

L. **PAYMENT:**

1. **To Prime Sub-Recipient:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Sub-Recipient directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Sub-Recipients) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Sub-Recipient at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Sub-Recipients should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Sub-Recipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Sub-Recipients:**

- a. Within seven (7) days of the Sub-Recipient's receipt of payment from the Commonwealth, a Sub-Recipient awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Sub-Recipient(s) for the proportionate share of the payment received for work performed by the Sub-Recipient(s) under the contract; or
 - (2) To notify the department and the Sub-Recipient(s), in writing, of the Sub-Recipient's intention to withhold payment and the reason.

- b. The Sub-Recipient is obligated to pay the Sub-Recipient(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Sub-Recipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Sub-Recipient performing under the primary contract. A Sub-Recipient's obligation to pay an interest charge to a Sub-Recipient may not be construed to be an obligation of the Commonwealth.
- 3. Each prime Sub-Recipient who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting department or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Sub-Recipient default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages Sub-Recipients and Sub-Recipients to accept electronic and credit card payments.
- M. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Sub-Recipient in whole or in part without the written consent of the Commonwealth.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Sub-Recipient responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **INSURANCE:** By signing this contract, it will have the following insurance coverage at the time the contract is awarded. 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*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability - \$100,000.
- 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

P. **NONDISCRIMINATION OF SUB-RECIPIENTS:** A Sub-Recipient A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Q. **WHISTLEBLOWER PROTECTIONS:** Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for Sub-Recipients, grantees, Sub-Recipients, and sub grantees in accordance with this agreement. All Sub-Recipients, grantees, sub grantees, and Sub-Recipients for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a Sub-Recipient or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

R. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Sub-Recipient organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contact with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

S. **SERVICE ORGANIZATION CONTROLS:** Service Organization Controls (SOC) may be required for this contract.

Please see link for requirements:
http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/10305.pdf

CERTIFICATION OF INTERNAL CONTROLS: The Sub-Recipient shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of department programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Sub-Recipient shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Sub-Recipient's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Sub-Recipient must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Sub-Recipient's internal control processes and procedures are described in the most recent version of the report, the Sub-Recipient shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Sub-Recipient to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The Sub-Recipient's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Sub-Recipient certifies the destruction of the sensitive data at the end of the contract term.

U. CONTINUITY OF SERVICES:

- a.) The Sub-Recipient recognizes that the services under this contract are vital to the Department and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Sub-Recipient, may continue them. The Sub-Recipient agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Department owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Department Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Sub-Recipient to its successor.

- b) The Sub-Recipient shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall

negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

- c) The Sub-Recipient shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

V. CIVILITY IN STATE WORKPLACES:

The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

XI. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **DATA PRIVACY :** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Sub-Recipient is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.

XII. WARRANTY OF MATERIALS AND WORKMANSHIP: The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and will be performed by persons qualified at their respective trades.

1. Work not conforming to these warranties will be considered defective.
2. This warranty of materials and workmanship is separate and independent from and in addition to any contractor's other guarantees or obligations in this contract.

XIII. SIGNAGE REQUIREMENTS: The contractor must give credit to the Federal Aid in Sport Fish Restoration program as the source of funding for the Contractor's project by using crediting logo identified in 50 CFR Part 86.75.

XIV. STATUS OF PERSONNEL: Preston Smith, Marina Programs Manager has been designated as the Department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature.

SUB-RECIPIENT:	VIRGINIA DEPARTMENT OF HEALTH:
By:	By:
Title:	Title:
Date:	Date:

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

Town Council: Ray Burger, Thelma Gillespie, Cynthia Holdren, Joy Marino, Sarah Nock and Maphis Oswald
Mayor: Fletcher Fosque | **Town Manager:** Matt Spuck

RFP: 2022-02

Services for Town Planning

Contact Person: Matt Spuck, Town Manager

Submittals must be received in the Town Hall no later than September 9, 2022, at noon.

Deliver to:
Matt Spuck, Town Manager
Town of Onancock
15 North Street
Onancock, VA 23417

Matt.Spuck@Onancock.com (preferred delivery method)

Purpose/Background

The Town of Onancock Planning Commission prepared a Comprehensive Plan that the Onancock Town Council recently adopted. Onancock Main Street, a separate legal entity, has invested in visioning for our Downtown and retained a designer that created a new town logo, which was also adopted by Town Council. This Planning project is the culmination of many completed projects, extensive neighborhood conversations, and the scope and the tangible and narrowly defined deliverables are detailed herein.

The Onancock Town Council is the group spearheading this planning project and the organization selected will work directly with Council or a subset thereof.

Proposals submitted through the public procurement process are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Scope of Services:

The Town of Onancock is interested in actionable plans and product specifications in the following areas:

- Lighting Plan
 - The Comprehensive Plan requires the Town to move toward becoming Dark Sky Compliant.
 - The actionable plan for lighting would create a town-wide lighting plan, varying lumens for use and location, and provide product specifications for street lighting that aligns with the character of each neighborhood and continuity throughout Town.
- Signage
 - The professional selected for this project would work with Town Council, and the design firm that created the new Town Logo, to develop designs and bid-ready specifications for five distinct purposes:
 - Town main entrance sign
 - Display options for community organizations to advertise events
 - Way-Finding signs that direct visitors throughout Town
 - Design of street signs, parking signs, and other signs and postings.
 - Town Wharf and Marina sign
- Parking
 - As the vibrancy in our Downtown increases, and spaces above retail are allowed to have residential and Homestay use, we want to protect parking during business hours for businesses and allow for adequate parking for new community members.
 - The deliverable for this aspect of the project would be a traffic and parking analysis providing current inventory and specific recommendations for maximizing our parking and achieving the objective mentioned.
- Strategic Recommendations
 - The firm selected would be required to have substantial time on-site, in town, touring and familiarizing with the Onancock's Character and land use.
 - The request is the consultant, after spending time, provide strategic feedback on items such as land use, park and open space, community wellness, and other matters that given the expertise of the firm, may help Onancock in its future planning. This report would not be more than 5-written pages.

Qualifications:

This project requires the following qualifications:

- Five or more years related experience in Master Planning, Land Use, or urban planning
- Significant experience working with municipalities
- Familiarity with the Town of Onancock, and its current Comprehensive Plan
- Extensive experience with group work and collaborative decision making
- Experience with creating Executive Summary reports on Master Planning
- Experience in creating cohesiveness in a diverse small community

Proposal Requirements:

Proposals should address the Scope of Services and should include the following information:

- Professional qualifications of project team
- Profile and history of the Firm
- Description of previous projects, including the Scope of Work, name of client, status of the project, and the year the work was completed.
- A statement of availability for all team members
- A list of current or upcoming projects your team is engaged
- Proposals including all attachments, brochures, covers, dividers, and all bid forms shall not exceed 20 pages.

Evaluation Criteria:

Proposals will be evaluated and scored based on the following criteria:

- Professional qualifications of project team (30 points possible)
- Quality of work experience on similar projects (30 points possible)
- Adequacy of availability of all team members (30 points possible)
- Expertise in sign and lighting design plans (15 points possible)
- Expertise in parking study and design (15 points possible)

Selection Process:

An evaluation team selected by Town Council will review all proposals received and score them using the Criteria provided in the RFP. The firms will be ranked and the firms with highest points will be interviewed via telephone or remote conferencing service. Negotiations will be conducted with the firm ranked highest by the evaluation team. If a contract that is satisfactory and advantageous to the Town of Onancock can be negotiated at a price considered fair and reasonable, the evaluation team shall recommend award to that firm to the Town Council. Otherwise, negotiations with the firm ranked first will be formally terminated and negotiations will be initiated with the firm ranked second, and so on until such a contract can be negotiated for a fair and reasonable price.

Proposal Due Date and Time:

Proposals will be accepted until noon on September 9, 2022. Email is the strongly preferred method of delivery, but regardless of method, all proposals must be received in the Town Hall by this date. Postmark is not considered.

Final work product must be finalized and delivered by December 31, 2022. This is a negotiable deadline, but important to begin dependent projects.

Specific Instructions to Offerors:

- All email communication shall be marked, "RFP 2022-02, Service for Town Planning."
- Offerors shall be responsible for the delivery of submittals. Should the Town's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the Town, at the original scheduled hour, or as soon as connectivity is restored during normal business hours
- The Town of Onancock reserves the right to reject any and all submittals and to request clarification of information from any offerors. The Town also reserves the right to award contracts to more than one offeror if such action is needed to ensure that all activities requested in this RFP can be met

- Offerors may be required to submit additional information that the Town may deem necessary to further evaluate the offeror's qualifications
- The Town of Onancock will not reimburse offerors for any costs associated with the preparation and submittal of any statement of qualification, or for any travel and per diem costs that are incurred
- All submittals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by offerors shall become the property of the Town of Onancock when received
- It is estimated that the size of this project will require the firm awarded to obtain a \$30 Onancock Business License
- The Town shall be the sole judge as to the merits of qualifications submitted by offerors. The decision of the Town Council shall be final
- Questions shall be emailed to Matt.Spuck@Onancock.com. Responses will be made via email and posted on the Town's website, www.Onancock.com/rfps under this project

EXCEPTIONS TO RFP

(RFP #2022-02)

EXCEPTIONS:

Offeror must sign the appropriate statement below, as applicable:

() Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Organization, Signature: _____

Name, Title, Date: _____

() Offeror takes exception to terms, conditions, requirements, or specifications stated herein (Offeror must itemize all exceptions below, and return with submittal):

Exceptions:

Organization, Signature: _____

Name, Title, Date: _____

Offerors should note that exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive," risking the rejection of their submittal.

Return this page with Proposal

Signature Page

Company Name: _____

Mailing Address: _____

Email: _____

Telephone: _____

Name and Title of person authorized to negotiate and sign on behalf of the Company:

It is the intention of the Town of Onancock to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the Town are non-discriminatory and promote equality of opportunity for all qualified businesses.

Please Indicate the following information relevant to your Firm, if any:

Designation	Yes	No
<i>Micro Business</i>		
<i>Small Business</i>		
<i>Woman-Owned Business</i>		
<i>Minority-Owned Business</i>		
<i>Service-Disabled Veteran Owned Business</i>		

The above information is requested for statistical purposes.

This certifies that this person/company has neither been barred from bidding on contracts by an agency of the Commonwealth of Virginia, nor is this person/firm/company part of any organization that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP and the General Terms, Conditions, and Instructions to bidders.

Signature: _____

Date: _____

Return this page with Proposal

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/ Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager as applicable.

If this quote for goods or services is accepted by the Town of Onancock, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

- 1. Offeror/ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____**

- 2. Offeror/ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____**

- 3. Offeror/ Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):**

Please attach additional sheets if you need to explain why such Offeror/ Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9): _____

Legal Name of Offeror/ Bidder: _____

Date: _____

Authorized Signature: _____

Print or Type Name and Title: _____

Return this page with Proposal

General Terms and Conditions

- **Tax Exemption:** The Town of Onancock is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax.
- **Business License:** It is expected that the size of this contract will require the company to obtain a \$30 Onancock Business License.
- **Taxpayer Identification Number:** The company shall provide the Town with its Federal Employer Identification Number (FEIN) or its social security number if a sole proprietor
- **W-9:** The firm awarded the contract shall provide a newly signed W-9 form
- **Conflict of Interest:** Any relationship with any employee or spouse of The Town of Onancock must be disclosed in writing prior to the award of the bid.
- **Insurance:** The firm shall carry and provide a certificate of insurance for general liability demonstrating coverage of \$1,000,000 per claim and \$2,000,000 in the aggregate. Additionally, Worker's Compensation coverage with statutory requirements and benefits, and Employer's Liability of more than \$100,000.
- **Ownership of documentation and materials:** Ownership of all materials and documentation, including all plans, work product, and specification copies, including and analysis and calculations, shall belong exclusively to the Town of Onancock.

*Town Council: Ray Burger, Thelma Gillespie, Cynthia Holdren, Joy Marino, Sarah Nock and Maphis Oswald
Mayor: Fletcher Fosque | Town Manager: Matt Spuck*

RFP 2022-02

Services for Town Planning

ADDENDUM #1: Change in date of final work product and deliverables

The due date for proposals remains September 9, 2022.

The date for final work product delivery is extended from December 31, 2022, to March 31, 2022.