REQUEST FOR PROPOSALS (RFP) CREATION OF A STORMWATER MASTER PLAN FOR THE INDUSTRIAL PARK AT MELFA, VIRGINIA – Advertised November 3, 2023

INTRODUCTION AND PURPOSE OF RFP

At the request of the Economic Development Authority of Accomack County, Virginia, (EDA) the Accomack-Northampton Planning District Commission (Commission) invites the submittal of responses to this Request for Proposals (RFP) from qualified entities interested in creating a stormwater master plan for the Accomack Industrial Park in Melfa, VA.

The Accomack Industrial Park, developed in 1977, is owned and operated by the Economic Development Authority of Accomack County, Virginia. It is approximately 370 acres and has direct access to U.S. Route 13 and the regional airport. It currently contains retail and service businesses and manufacturing facilities. A large portion of the park remains undeveloped with approximately 140 acres available. Acreage has been reserved as deeded wetlands.

Development of the park included water, sewer, electrical service, roadways and drainage. Stormwater management was limited to state requirements at that time, and included provisions for the impervious surfaces associated with the roadways. Park plans did not include stormwater management for the proposed buildout. All subsequent development included individual stormwater management per site based on the applicable regulations at the time of construction.

SCOPE OF WORK

The project’s primary goal is to create a stormwater master plan for the park that will provide adequate stormwater management for current park tenants while taking into consideration ultimate park buildout. The plan should address current and future operation and infrastructure maintenance of the stormwater system and ensure compliance with all applicable regulatory requirements. The plan should also consider a foundation for compliance with anticipated shifts in the regulatory environment.

The Commission is seeking an Entity that can provide the following services:

1. Review existing park data and information (Exhibits A and B)
2. Analyze and evaluate survey product and the existing drainage/stormwater system
3. Provide on-site ground research of the environmental impact, studies, etc.
4. Provide soil reports and maps
5. Prepare a wetlands delineation for submission to the Army Corps of Engineers, to include:
   a. RPA Determinations
   b. Data Sheets
   c. Photographs, maps, etc.
6. Prepare impervious area sizing calculations for each lot or parcel – up to 60%
7. Provide recommendations for any identified improvements necessary to the existing system
8. Develop a stormwater master plan for ultimate park buildout with final subdividing of existing parcels to be directed by EDA.
9. Prepare cost estimates of all recommended improvements
10. Provide proposed phasing of construction for the most cost-effective approach

**SELECTION PROCESS**

From a review of the proposals received, a three-member Selection Committee will make the selection based on the following criteria:

1. Having a physical staff presence on the Eastern Shore of Virginia – 20 points
2. Demonstrating appropriate professional credentials and sufficient experience performing planning, engineering, and design services for stormwater master plans in Virginia from inception to close-out – 40 points.
3. Ability to obtain all governing agency permits – 20 points.
4. Ability to undertake the master plan in collaboration with the boundary surveyor, who will provide survey product in a usable format. Preference will be shown to firms who are interested in collaborating with the survey work of the industrial park – 20 points.

**SUBMITTAL REQUIREMENTS**

Interested parties should submit the following items in letter form to the Commission for consideration. Electronic submissions will be accepted; however, we ask that you provide this information in a single PDF file numbering no more than 25 pages:

1. Statement of Interest in providing stormwater master planning services leading to development of the Melfa Industrial Park.
2. List of similar projects completed (or in progress) by the entity. Include the client, negotiated fee and final fee paid. Client references are encouraged.
3. Indication of ability to provide timely and efficient service to the EDA, including a specification of how quickly EDA business could be acted upon.
4. Sign and comply with the attached USDOT Order No. 1050.2A and accompanying Appendices A and E.
5. Submitted budget must be complete and reflect all necessary research to be performed at the expense of the Entity. Budget must be itemized.
6. Other factors or information thought to be important to the EDA in considering the proposal.
7. The successful proposer will need to supply a W9 and EIN/FEIN paperwork prior to start.

**ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION**

No Gratuities to officials or employees – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the Commission for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process.
All Information True – By submitting a response, Respondents represent and warrant to the EDA that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the EDA for consideration in the selection process may be excluded.

Inquiries – Do not contact any EDA board member, the Executive Director of the Commission, or Commission members to make inquiries about the progress of the selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Anne Doyle, Director of Planning.

Cost of Responses – The Commission will not be responsible for the costs incurred by anyone in the submittal of responses.

Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind.

No Obligation – The Commission reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) waive interviews of any kind before accepting a proposal; (5) accept any submittal or portion of submittal; (6) reject any or all Respondents submitting responses, should it be deemed in the Commission’s best interest; or (7) cancel the entire process.

The Commission reserves the right to select the proposal that best meets the needs of the EDA and to proceed in any fashion that it deems appropriate in making such selection so long as such process complies with all applicable laws.

SUBMITTAL INSTRUCTIONS

On behalf of the EDA, the Commission will receive sealed mailed, emailed and delivered responses to this RFP at the addresses set forth below until Noon on Tuesday, November 21, 2023. Proposals submitted after this deadline will be rejected. Electronic submissions will be accepted; however, such information must be provided in a single PDF file. You may confirm receipt of your e-mail proposal by calling (757) 787-2936.

Responses should be directed to:

Anne Doyle, A-NPDC
Delivered to: 23372 Front Street, Accomac, Virginia 23301
Mailed to: P. O. Box 417, Accomac, Virginia 23301
E-Mailed to: adoyle@a-npdc.org

The Request for Proposal document is available on the Commission’s Website at www.esvaplan.org.
The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The (Title of Recipient) (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through (Title of Modal Operating Administration), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the (Title of Modal Operating Administration).

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted (Name of Appropriate Program):

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all (Name of Appropriate Program) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, [Name of the recipient] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the [insert Agency name] access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the [insert Agency name]. You must keep records, reports, and submit the material for review upon request to [insert Agency here], or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Name of Recipient] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the (Name of Appropriate Program). This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in the (Name of Appropriate Program). The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____________________________________
(Name of Recipient)

by ___________________________________
(Signature of Authorized Official)

DATED______________________________
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,
unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of Modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).