



Bay Aging Administrative Headquarters  
Middlesex County, Virginia

Request for Proposals  
Environmental Assessment Services &/or  
Property Condition Assessment

January 8, 2019

BAY AGING  
P.O. Box 610  
5306 Old Virginia Street  
Urbanna, VA 23175

# **Request for Proposals: Environmental Assessment Services &/or Property Condition Assessment (PCA)**

## **I. PROJECT DESCRIPTION**

### **Statement of Purpose**

Bay Aging is considering the acquisition, development, rehabilitation, and construction of an administrative headquarters building complex in an effort to cost effectively increase operating efficiency, support local and regional human service needs, and accommodate a diversified and skilled administrative workforce.

### **Description of Facility**

The property consists of approximately 6 to 7 acres at the northwest side of the intersection of Old Virginia Street (State Route 602) and Red Hill Road (State Route 1011) in Middlesex County, Virginia, near the Town of Urbanna, further identified by Tax Parcels No. 19-170 (8.715 acres less approximately 4 acres, occupied by storage units, which Bay Aging does not intend to acquire) and 19-169 (1.612 acres with recently demolished and removed residential structure). Bay Aging intends to design, retrofit and construct administrative office space that will be approximately 23,502 square feet in total size. This facility will require on-site parking for approximately 165 standard motor vehicles. Please refer to Attachment 1 for additional location information.

### **Funding Sources**

The primary anticipated funding sources for the design and construction of the facility is the United States Department of Agriculture (USDA) Rural Development (RD) Community Facilities (CF) Guaranteed and Direct Loan Programs. Additional program information can be found at the following website: <https://www.rd.usda.gov/programs-services/all-programs/community-facilities-programs>. As a sub recipient of state and federal funds, Bay Aging is subject to all procurement and grants management requirements for such a capital project as mandated by the funding sources. Design and engineering funds are currently available. It is anticipated that additional funding will be required for construction. Additional funding for construction is anticipated to be available upon Bay Aging request and USDA RD and/or other financial lending institution approval.

## **II. SCOPE OF SERVICES**

**Part A:** The professional environmental engineering services, solicited by Bay Aging, must meet all requirements of PART 1970 – Environmental, Subpart B - NEPA Categorical Exclusions (RD Instruction 1970-B), including Exhibits A, B, C and D, dated 01 April 2016 and found in its entirety at the following website: <https://www.rd.usda.gov/files/1970b.pdf>.

AND/OR

**Part B:** PCA, in compliance with American Society for Testing and Materials (ASTM) E2018-15, “The Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process”, which analyzes the following:

1. buildings' structural frame, foundation, envelope, facades, curtain walls, roofing and windows
2. interior and exterior fixtures, finishes and elements, including but not limited asbestos and lead paint
3. plumbing, mechanical, electrical and information technology systems
4. life safety/fire protection systems
5. sites' various design features, amenities, characteristics and restrictions including, but not limited to, Americans with Disabilities Act (ADA) accessibility, signage, auxiliary power generators, vehicular parking area, vehicular ingress/egress, easements, site lighting, landscaping, domestic water supply system(s), sanitary sewer and storm sewer, electricity, natural gas and other utilities.

A final per-building Property Condition Report (PCR), detailing the life expectancy of the above items, visible problems/defects and reasonable repair/replacement costs, must be provided to Bay Aging.

### **III. PROPOSAL REQUIREMENTS**

Proposals must be received on or before Tuesday, January 22, 2019, submitted to and received by:  
Bay Aging, c/o Joshua Gemerek, Senior Vice President, Housing

If by United States Postal Service: P.O. Box 610, Urbanna, VA 23175

If by hand or other delivery service: 5306 Old Virginia Street, Urbanna, VA 23175

If by email: [jgemerek@bayaging.org](mailto:jgemerek@bayaging.org)

Any proposal received after the time and date specified will be rejected.

Proposals must include the following elements, presented in a comprehensive and concise manner.

1. A cover letter stating the firm name, address, telephone, email address and facsimile numbers, and the name of the contact person. The cover letter and following proposal components must also include the same information for any other firm that is proposed to work with the firm as a subcontractor firm.
2. A brief description of the firm, including history, size, and areas of expertise.
3. A description of current and previous [within the past five (5) years] projects of a similar nature on which the firm has worked. No more than five (5) projects should be described. The description must include the name and description of the project; the role of the firm; and the name, address, telephone number, email address, and facsimile number of the owner's representative. In addition, a brief portfolio indicating the broader scope of the firm's work will be acceptable as an attachment.
4. A description of the firm's organizational approach to the projects. This description must identify all individuals responsible for the performance of the various work tasks stated in

Section II. SCOPE OF SERVICES (including name, position, years of similar experience, and name of employing firm) and an estimate of the time each will spend performing their respective work (expressed as a percent of their full-time equivalent). Attach the resumes of all individuals, including consultants, whose work includes project responsibilities and/or the supervision of others.

5. A description of the technical approach to the project. This description must be specific and detailed enough to demonstrate that the firm has the knowledge and expertise required to perform the work desired. This description must address the items in SECTION II. SCOPE OF SERVICES and it must clearly explain any change that might be proposed by the firm and the reason why such a change will benefit Bay Aging's project.
6. A Statement of the firm's capacity to meet the work schedule proposed by the firm, given any and all other work it may have. This statement should include a remedy proposed by and binding upon the firm in the event the work schedule is not adhered to, unless such a lack of adherence is clearly beyond the control of the firm.
7. Evidence that the firm is licensed in the Commonwealth of Virginia to provide the desired services.
8. Evidence of insurance corresponding to coverage limits as stipulated in "Appendix A Bay Aging Contractor Insurance Requirements" [page seven (7) of this request for proposal].
9. Non-binding project cost estimate.

**NOTE:** Bay Aging does not have a specific target Disadvantaged Business Enterprise (DBE) participation percentage goal for this project, however, DBE participation is strongly encouraged. All DBEs must be certified by the City/County, State, or Small Business Administration.

10. Other information the firm desires to submit.

Although no specific format is required for the information described above, firms are encouraged to follow the above outline. All costs associated with preparing the proposal shall be borne by the firm.

Provisions to be Included in All Contracts:

Bay Aging includes all of the following provisions, as applicable, in all contracts charged to Federal awards (including small purchases) with vendors and sub-grants to grantees:

1. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by BAY AGING and its sub-

recipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. BAY AGING will report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** If included in the Federal agency’s grant program legislation, all construction contracts of more than \$2,000 awarded by Bay Aging and its sub-recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Bay Aging will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Bay Aging shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Bay Aging shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by Bay Aging in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more, Bay Aging shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Bay Aging shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
7. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005), Bay Aging shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's *List of Parties Excluded from Federal Procurement or Non-procurement Programs*.
8. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
9. **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain suitable provisions for termination by Bay Aging, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

#### Evaluation of Contractor:

Vendors shall be evaluated on a weighted scale that considers the following criteria:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Compliance with administrative requirements of request for proposal (format, due date, etc.)
5. Firm's demonstrated commitment to the nonprofit sector
6. Firm's financial stability
7. Results of communications with references supplied by firm
8. Ability/commitment to meeting time deadlines
9. Cost
10. Minority- or women-owned business status of firm

No questions will be answered by phone. All questions or inquiries must be submitted in writing by email and directed to:

Joshua Gemerek, Senior Vice President, Housing, at [jgemerek@bayaging.org](mailto:jgemerek@bayaging.org).

In any question of fact or legal interpretation, the decision of Bay Aging's legal counsel shall be final.

## APPENDIX A

### BAY AGING CONTRACTOR INSURANCE REQUIREMENTS

08 January 2019

- Contractor shall at all times during the Term maintain in full force and effect the following insurance in standard form generally in use in Virginia with insurance companies authorized to do business in Virginia, which maintain at least an A-VII rating with A.M. Best's Insurance Rating Service: Commercial/General public liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury to, or the death of, one person, and consequential damages arising there from, and in the amount of One Million Dollars (\$1,000,000.00) for property damage, and in the amount of at least Two Million Dollars (\$2,000,000.00), for any occurrence resulting in bodily injury and personal injury to, or the death of, more than one person, which includes any combination of liability, property damage and umbrella policies.
- Contractor shall, at all times, maintain worker's compensation insurance to comply with the applicable laws of Virginia and any additional requirements of Bay Aging that may apply due to the nature of the Property and its financing. Contractor will carry a policy in the amount of at least One Hundred Thousand (\$100,000) for each accident, at least One Hundred Thousand (\$100,000) for disease – each employee, and a policy limit of at least a Five Hundred Thousand (\$500,000).
- Certificates of insurance shall name Bay Aging as an additional insured for the full amount of the insurance herein required. With respect to each and every policy of such insurance and each renewal thereof, Contractor, at the beginning of the term and thereafter not less than thirty (30) days prior to the expiration of any such policy, shall furnish Bay Aging with a certificate of insurance executed by the insurer involved which shall contain, in addition to matters customarily set forth in such a certificate under standard insurance industry practices, an undertaking by the insurer to give Bay Aging thirty (30) days prior written notice of cancellation, non-renewal or change in scope or amount of coverage of such policy.
- Contractor agrees to waive all rights of subrogation against Bay Aging for any and all injuries to persons including employees and volunteers and damages to property resulting from activities under this Agreement.

Tax Parcel No. 19-169

Tax Parcel No. 19-170

Attachment 1



Addressing

Roads

RPA Buffer

Zoning Show Legend

Voting Show Legend

LIDAR