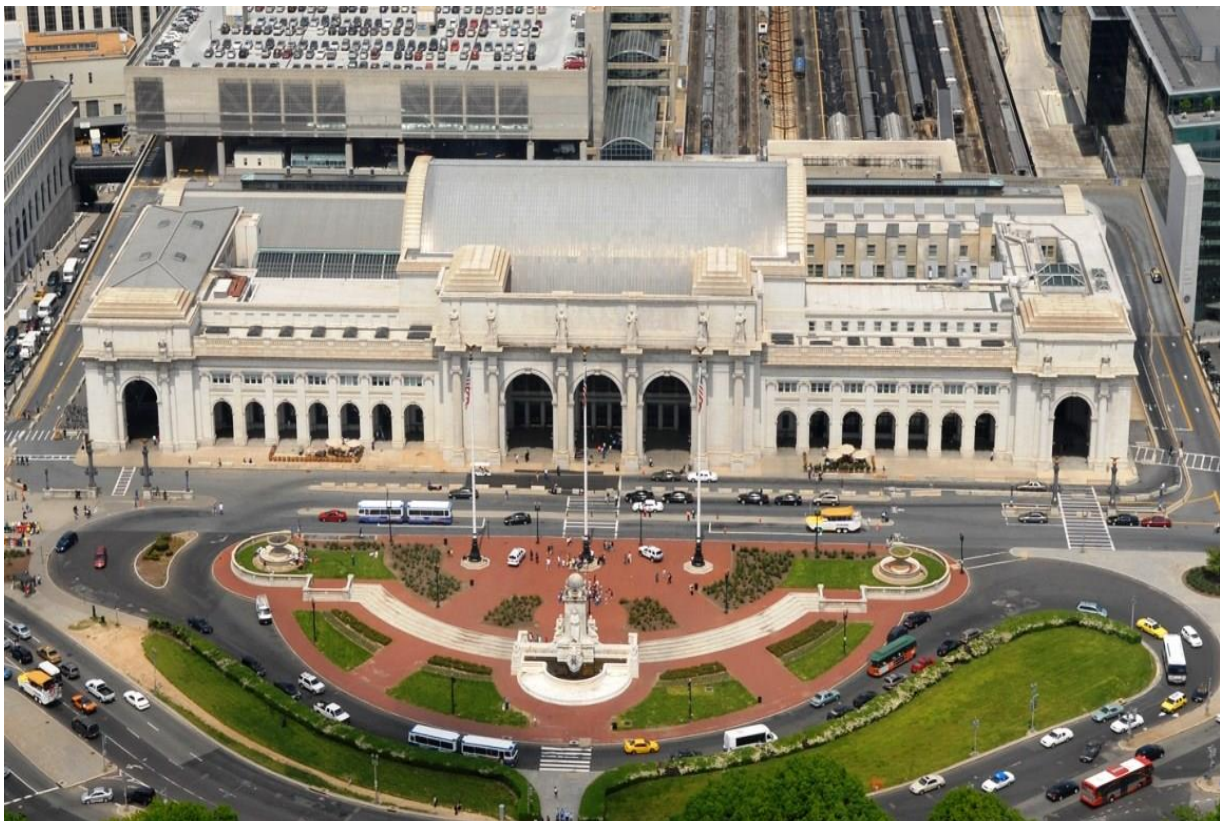




# UNION STATION REDEVELOPMENT CORPORATION

## REQUEST FOR PROPOSALS CORPORATE LEGAL SERVICES



**Issue Date: January 7, 2019**

Mr. Fred Rappe, Procurement Officer  
Union Station Redevelopment Corporation  
750 First Street, NE; Suite 1010  
Washington, D.C. 20002  
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# **UNION STATION REDEVELOPMENT CORPORATION**

## **REQUEST FOR PROPOSALS**

### **CORPORATE LEGAL SERVICES**

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## **1.0 INTRODUCTION**

### **1.1 PURPOSE**

The Union Station Redevelopment Corporation (“USRC”) is currently inviting proposals from law firms interested in providing corporate legal services in support of USRC’s corporate operations and its overall mission of future Station redevelopment. It is expected that the corporate services will be required on an on-going basis beginning on or about April 1, 2019 while services to support the redevelopment activities will be required throughout the planning process, plan approval, and possibly into plan implementation.

Proposals provided in response to this Request for Proposals (RFP) that comply with the submittal requirements set forth in Section 3.4 PROPOSAL INFORMATION AND CONTENT will be evaluated in accordance with the criteria and procedures described in Section 5.0 EVALUATION CRITERIA. Based on the results of the evaluation, USRC will award a contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in this RFP.

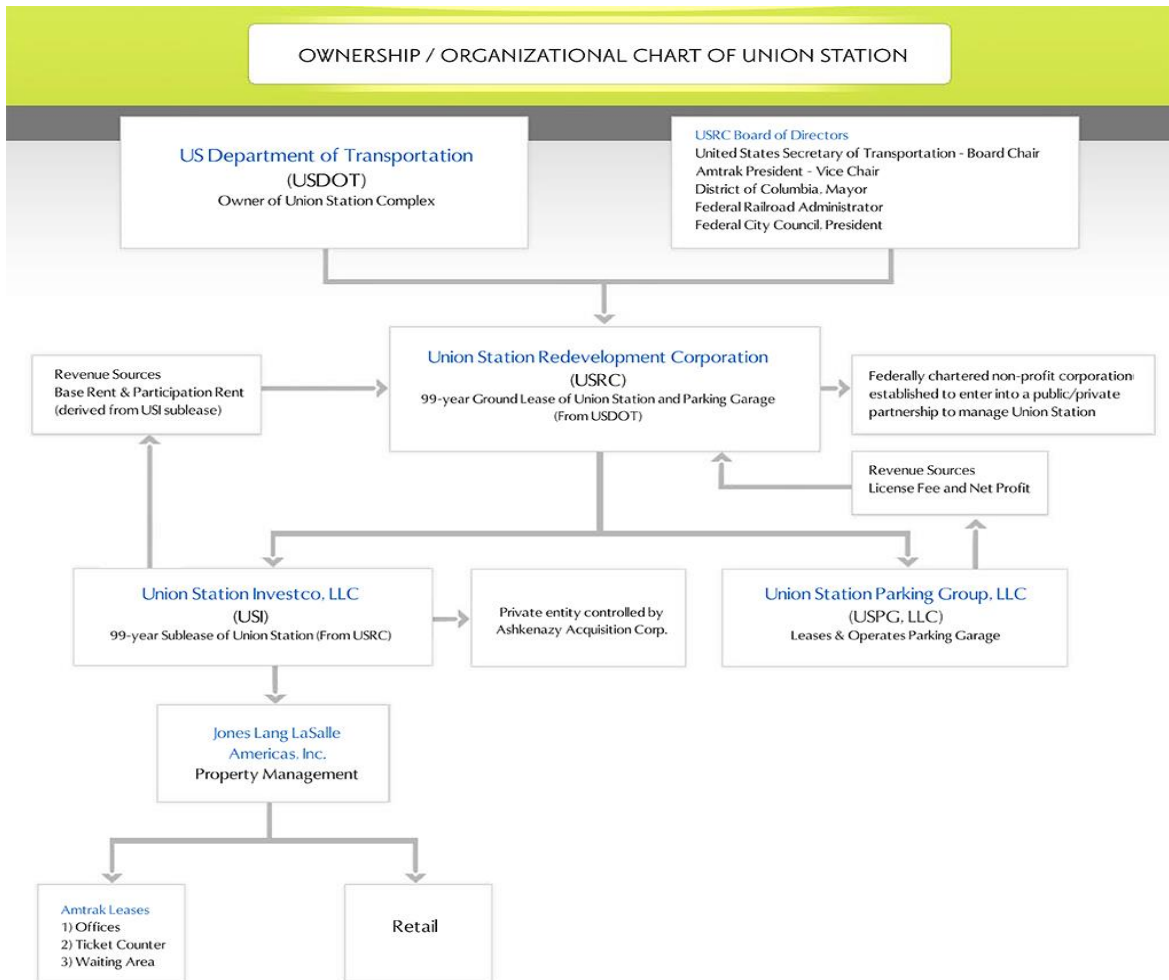
### **1.2 DESCRIPTION OF SERVICES**

The USRC is looking for a law firm that can provide a broad range of legal services generally required for a 501(c)(3) private, non-profit corporation, such as services related to corporate governance/administration, dispute resolution/litigation, contract/lease review, insurance, operations, and lease management. The selected firm, along with other firms, will also be asked to support the long-range redevelopment of Union Station, specifically in areas associated with real estate, historic preservation, property transactions/title analysis, financial advice, debt issuance, and NEPA. See Section 3.3 SCOPE OF WORK for more detail.

### **1.3 BACKGROUND**

The USRC was created by the United States Department of Transportation in 1983 as a non-profit corporation for the purpose of managing the redevelopment of Washington Union Station (a federally-owned building) in accordance with The Union Station Redevelopment Act of 1981 (PL97-125). Specifically, the Act authorized the Secretary of Transportation to achieve the goals of historic preservation and improved transportation use with reliance on the private sector and minimum requirement for federal assistance.

USRC was formed in the District of Columbia on April 14, 1983 to manage the redevelopment within the Union Station area. The Board of Directors is comprised of: the Secretary of Transportation (Chair), the President of Amtrak (Vice-Chair), the Mayor of the District of Columbia, the Federal Railroad Administrator, and the President of the Federal City Council. Union Station sits on 12.5 acres within walking distance of the U.S. Capitol, Supreme Court and the Library of Congress. The Station also connects two thriving residential neighborhoods: NoMa and Capitol Hill. As the transportation hub for the District of Columbia, the Station provides rail services for Amtrak, regional commuter lines, a Metro station, an intercity bus terminal and numerous other amenities for local mobility. An historic landmark, the Station is also a commercially successful retail center.



## History of Union Station

Designed by the famous architect Daniel Burnham, at the peak of passenger rail station prominence in the United States, Union Station served as the hub of intercity rail travel from 1908 until the 1950s when train travel began to decline with the rise of aviation. Beginning in 1967, an ill-fated effort to restore the Station resulted in turning it into a National Visitors Center for the American Bicentennial in 1976. By 1980, with train travel increasing in popularity, Congress saw the need to restore the Station for its original purpose as a transportation hub once again.

The Union Station was leased as intended by the 1981 Act for commercial development in 1985 and the new Union Station opened in 1988. The lease was for 29 years with five, fourteen-year renewal options, all of which have since been exercised. The lease was sold to the existing developer, Union Station Investco LLC (USI), in 2007. The lease, governing the development and operation of Union Station, is largely governed by the lease of Union Station by the Federal Railroad Administration to USRC. Within the 600,000 square feet of structure is over 200,000 square feet of retail, 100,000 square feet of rail service and 100,000 of office space. A four level parking garage with 2,194 spaces, serves car parking for tenants, visitors and Amtrak passengers. There is also an

intercity bus terminal located on the bus deck level of the parking garage. The parking garage is not covered by the sublease with USI.

Washington Union Station is a nationally known rail station, the second busiest in the Northeast Corridor and an anchor for the growth in the Washington, D.C. to Boston corridor, the most densely populated corridor in the country. The Station is a regional hub with commuter rail travel now exceeding intercity passenger service on a daily basis. The station is a subway stop serving 67,000 metro passengers daily. It is also an intercity bus terminal serving as many as 4,000 intercity bus passengers in the peak hours. The popularity of comfortable, cheap, and efficient bus service is also expected to increase with changing urban demographics.

#### 1.4 PROJECT OBJECTIVES

The objectives of this solicitation include:

- Securing experienced and well-qualified legal resources to assist USRC with its day-to-day functions;
- Securing experienced and well-qualified legal services to interface with legal firms under contract in specialty areas such as real estate, historic preservation, property transactions/title analysis, financial advice, debt issuance, and the environment (National Environmental Policy Act) and represent corporate interest with respect to those firms' work; and
- Ensuring legal services are available to USRC in a reliable and timely manner.

#### 1.5 OBTAINING THE RFP

Proposers may obtain additional copies of the RFP by accessing USRC's website at [www.usrcdc.com](http://www.usrcdc.com) or by contacting the Contact Person identified in Section 1.8 of this RFP.

#### 1.6 PRE-PROPOSAL CONFERENCE

The USRC will hold a Pre-Proposal Conference on January 16, 2019 at 10:30 am. The conference will be held in the Union Station Redevelopment Corporation Office located at 750 First Street NE, Suite 1010, Washington, DC. Space is limited; therefore, attendance is limited to no more than two (2) representatives from any one law firm. In the event of inclement weather, USRC follows the Federal Government's determination for closures and delays.

Attendance at the Pre-Proposal Conference is encouraged, but is not mandatory. The purpose of the Pre-Proposal Conference is to provide information regarding the RFP to potential Proposers. Questions will not be answered during the Pre-Proposal Conference. Questions will be addressed pursuant to Section 2.2 of this RFP.

#### 1.7 PROPOSAL DUE DATE

All proposals are due on the Reception Desk of the Union Station Redevelopment Corporation on or before February 6, 2019 (the "Proposal Due Date"), at 12:00 p.m. EST. The USRC office is located at 750 First Street NE, Suite 1010, Washington, DC, 20002. All submitted proposals will be time

and date stamped according to the computer clock at the Reception Desk of the USRC. Please allow sufficient time to arrive at 750 First Street NE to get through building security protocols. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The Proposal Due Date can be changed only by addendum.

### 1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the USRC contact person listed below:

Fred Rappe  
Program Specialist  
Union Station Redevelopment Corporation  
750 First Street NE, Suite 1010  
Washington, DC 20002  
Phone: (202) 222-0271  
Email: frappe@usrcdc.com

Proposers should not attempt to contact or communicate with the designated point of contact by telephone or any means other than in writing, nor may they attempt to contact or communicate with any other USRC personnel or representatives about this solicitation. A Proposer's failure to comply with this direction may result in disqualification of the Proposer's proposal.

The following communications, initiated by USRC at USRC's complete discretion, may be excepted from this rule: questions raised during pre-bid/pre-proposal conferences and USRC-sanctioned discussions, negotiations, and/or clarifications of proposals. If USRC initiates one or more of these communications, Proposers must strictly comply with USRC direction regarding the nature and timing of such communications. This provision does not mean that any Proposer is guaranteed an opportunity to engage in pre-bid/pre-proposal conferences, discussions, negotiations, or clarifications of proposals.

Any response made by the USRC will be provided in writing to all known potential Proposers by addendum. No verbal responses shall be authoritative.

### 1.9 SELECTION PROCESS SCHEDULE

Issuance of RFP	January 7, 2019
Pre-Proposal Conference	January 16, 2019
Proposal Due Date	February 6, 2019 at 12:00 noon
Notification of Interviews	February 21, 2019
Interviews	February 27, 2019
Firm Selection/Engagement Letter Signed	March 29, 2019

## **2.0 INSTRUCTIONS TO PROPOSERS:**

### **2.1 PROCUREMENT PROCESS**

The procurement method will be a competitive sealed proposal process. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CLARIFICATION AND ADDENDA**

Proposers must prepare requests for information or clarification in writing for USRC's consideration as set forth in this section of this RFP. While the USRC has not placed an initial limitation on the number of requests that can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the USRC will set restrictions on the frequency and number of requests permitted. USRC will not respond to requests, oral or written, received after January 18, 2019 at 3:00 p.m.

Proposers are advised that this section places no obligation on the part of the USRC to respond to any or all requests for information or clarification, and that the USRC's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP. Requests for information or clarification regarding this RFP shall only be submitted in writing (letter, fax or email) to the Contact Person identified in Section 1.8 of this RFP.

All responses to written requests for information or clarification, or additional information will be distributed as addenda to this RFP by email to all recipients of this RFP known to USRC.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the USRC shall be binding. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive.

During the period provided for the preparation of Proposals, the USRC may issue addenda to this RFP. These addenda will be numbered consecutively and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum in writing to the Contact Person. This acknowledgment shall include all addenda distributed prior to the Proposal Due Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Due Date.

### **2.3 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 5 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee designated by the President and CEO. The Evaluation Committee will include USRC personnel and may include outside experts and representatives from USRC's affiliate agencies. The committee may request oral interviews with a select number of proposers.

## 2.4 RESERVED RIGHTS

The USRC reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any response from a Proposer that is received may or may not be rejected by the USRC depending on available competition and timely needs of the USRC. There is no obligation on the part of the USRC to award the contract(s) to the lowest proposer(s) and the USRC reserves the right to award the contract(s) to the responsible proposers submitting responsive proposals.

The USRC shall be the sole judge of the proposals (and the resulting engagement letter/agreement) that are in its best interest and its decision shall be final. Also, the USRC reserves the right to make such an investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. The proposer shall provide information that the USRC deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## 2.5 APPLICABLE LAWS

All applicable laws, ordinances, and regulations of the District of Columbia shall apply.

## 2.6 ACCURACY OF RFP AND RELATED DOCUMENTS

The USRC assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the USRC will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Contact Person designated in Section 1.8 of this RFP in writing. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## 2.7 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information that is necessary in its judgment in order to assume the responsibility for the scope of work described in this RFP prior to the submittal of its Proposal.

## 2.8 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions intended to remain confidential. The USRC, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The USRC has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers



waive any challenge to the USRC's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the USRC, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## 2.9 USRC RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the USRC. Without limitation or penalty, the USRC reserves and holds at its sole discretion, the following rights and options:

1. This RFP does not obligate the USRC to select, procure or contract for any services whatsoever;
2. USRC reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the USRC;
3. All costs incurred by a Proposer in connection with responding to this RFP (including legal costs), the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the USRC will be borne by the Proposer;
4. The USRC reserves the right to reject all Proposals and components thereof, to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the USRC's determination;
5. The USRC may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever;
6. The USRC reserves the right to waive any technicalities or irregularities in the Proposals;
7. The USRC reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP;
8. The USRC may request Proposers to send representatives to the USRC for interviews and presentations;
9. To the extent deemed appropriate by the USRC, the USRC may select and enter into negotiations with any Proposer submitting a Proposal that is found to be reasonably susceptible for award;
10. The USRC reserves the right to discontinue negotiations with any selected Proposer;
11. The USRC reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP;
12. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the USRC and will not be returned, and the USRC reserves the right to utilize all such information contained in the Proposals without further cost to the USRC;
13. The USRC may add to or delete from the Project Scope of Work set forth in this RFP;
14. Any and all Proposals not received by the Proposal Due Date shall be rejected and returned unopened;
15. Neither the USRC, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP;
16. The USRC, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities;

17. The USRC reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response;

18. The USRC reserves the right to award multiple contracts to perform the Scope of Work; and

**19. By responding to this RFP, Proposers acknowledge and consent to the rights, conditions and terms set forth in this RFP.**

## 2.10 TERMINATION OF NEGOTIATIONS

USRC, at its sole discretion, may exclude a Proposer from further participation in any negotiation process, if the USRC determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers. USRC will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the USRC.

## 2.11 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the USRC will evaluate the responses, including the references, experience and other data relating to the Proposer's qualifications. If requested by the USRC, a proposer may be required to submit additional or supplemental information to determine whether the proposer meets all of the qualification requirements.

## 2.12 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the USRC's project manager, who will be identified following execution of the engagement letter/contract.

## 2.13 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to the USRC, and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of this RFP conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to this RFP must be formatted as specified in Section 3.4 PROPOSAL INFORMATION AND CONTENT of this RFP. Additional sheets, literature, etc. - will not be allowed. Page limitations, if included, must be followed as specified in this RFP;

2. The required number of copies shall be submitted to the address shown by the Proposal Due Date and time identified in Section 3.1 SUBMISSION REQUIREMENTS;

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the Project name, the Proposal Due Date and time, and the name of the law firm submitting the proposal. Proposals must be received at the USRC Reception Desk by the Proposal Due Date and time identified in Section 1.7 of this RFP in order to be considered. The USRC has no obligation to consider proposals that are not in properly marked envelopes;

4. Proposals received after the Proposal Due Date and time will not be opened or considered;

5. Offered prices and fees shall be irrevocable for a period of 120 days following the proposal due dates. The Procurement Officer may request proposers to extend the 120 days. The person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of this RFP and the proposal shall be attached to and become a part of a valid contract between the USRC and the Proposer upon notice of award of contract in writing;

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, District of Columbia, State, and Federal laws and regulations;

7. Absolutely no fax proposals or reproduction proposals will be accepted;

8. A Proposer must type or neatly print the firm's name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Proposer's signature must be executed by a Principal of the law firm duly authorized to make contracts and bind the law firm to all terms being proposed;

9. Proposals may be withdrawn upon receipt of a written request prior to the Proposal Due Date and time. If a firm seeks to withdraw a proposal after the Proposal Due Date and time, the firm must present a written statement indicating that an error was made;

10. The Proposer must propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original RFP requirements. Failure to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the RFP requirements as written. Conditional or qualified proposals (except as specifically allowed in the RFP) are subject to rejection in whole or in part;

11. The USRC shall be the sole judge of the quality and the acceptability of all proposals;

12. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed;

13. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from this RFP or of any or all of its rights, title or interest therein without prior written consent of the USRC;

14. Proposals must contain references that reflect successful completion of contracts for the types of services for which the Proposer is submitting a proposal to the USRC. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the law firm submitting the proposal as capable of meeting the demands of the proposal should an award be made to them;

15. Proposers submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and able to fulfill the terms of the RFP requirements. The USRC may make such investigations as it deems necessary to determine the ability of the Proposer to perform such work, and reserves the right to reject any Proposal if evidence fails to indicate that the Proposer is qualified to carry out the obligation of the contract and to complete the work satisfactorily;

16. By submitting a signed proposal, Proposer certifies that there has been no collusion with any other Proposer;

17. The USRC reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. USRC reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Proposers;

18. Awards will not necessarily be based on cost alone. Other factors, as detailed in this RFP, will be considered in determining what proposal will be deemed to best meet the needs of the USRC;

19. It is the policy of the USRC that the evaluation and award process for the USRC contracts shall be free from both actual and perceived impropriety, and that contacts between potential Proposers and the USRC, elected officials and staff regarding pending awards of the USRC contracts shall be prohibited. To that end,

a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any USRC officer, employee, or designated USRC representative, between the date of the issuance of this solicitation and the date of the USRC's recommendation for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation;

b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if the same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the USRC.

20. Any Proposer intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with its proposal. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with the USRC, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Proposals from Joint Ventures that do not include these documents will be rejected as being "non-responsive."

21. USRC will not enter into a contract, in excess of \$25,000, with any party or parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority. **Proposers shall provide DUNS Number and CAGE Code along with certification regarding its exclusion status and that of its principal employees, as part of its proposal.** For this purpose, USRC considers principal employees to include an officer, director, owner, partner, key employee, or other person within the firm with primary management or supervisory responsibilities related to the project.

## 2.14 PERSONAL CONFLICTS OF INTEREST

It is the policy of USRC to require contractors to identify and prevent personal conflicts of interest of their personnel and other representatives. A personal conflict of interest arises when a contractor,

or its employee or independent contractor, has a financial interest, personal activity, or relationship that could impair that person's ability to act in the best interests of USRC when performing under a contract with USRC, or that could impair the impartiality of USRC's procurement process.

### **3.0 PROPOSAL REQUIREMENTS**

#### **3.1 SUBMISSION REQUIREMENTS**

##### **3.1.1 Proposal Due Date and Submittal Format**

All Proposals, including all attachments, must be received by USRC at its Reception Desk in a sealed package no later than the Proposal Due Date (February 6, 2019) and time (12:00 p.m.) and must be addressed to:

**Fred Rappe**  
**Union Station Redevelopment Corporation**  
**750 First Street, NE, Suite 1010**  
**Washington, DC 20002**  
**Phone: (202) 222-0271**

Each proposal must meet the requirements noted in this RFP. The required content of the Proposal is specified in Section 3.4 PROPOSAL INFORMATION AND CONTENT of this RFP. The Proposer must sign the Proposal.

##### **3.1.2 Number of Copies**

Proposers shall submit the following:

Five (5) original, bound copies and one (1) copy on a USB flash drive in PDF format (with the exception of the Draft Engagement Letter noted in Part 7 of the PROPOSAL INFORMATION AND CONTENT section) in a sealed envelope. All Proposals must be complete with all requested information.

#### **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals organized as shown in Section 3.4 PROPOSAL INFORMATION AND CONTENT. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. USRC reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

#### **3.3 SCOPE OF WORK**

The legal services required by USRC can be categorized into several areas of concentration. These functional groups provide structure to how proposals can be developed. These areas of concentration are:

### Corporate Governance

- Review of existing policies, drafting new policies, and review of staff draft policies for a variety of purposes, including, but not limited to employment, procurement, and ethics.
- Support of USRC's Board of Directors, including attending Board meetings and providing reports to the Board on pending legal issues, as necessary.
- Provide advice on any legal issues resulting from audit findings relating to USRC's consolidated financial statements, bus deck operations, Union Station's 2<sup>nd</sup> Century project, or the Capital Maintenance Reserve Fund (CMRF).
- Provide advice on corporate organizational arrangements and financial structures needed to implement Union Station's 2<sup>nd</sup> Century project and provide services to implement approved strategies.

### Dispute Resolution/Litigation

- From time-to-time, USRC is involved in disputes and litigation that require varying degrees of legal support. The law firm will be requested to provide assistance in resolving disputes with contractors and design/engineering firms over performance issues. The firm will be expected to provide litigation services, as needed.

### Contract/Lease Review

- Provide on-going assistance with reviewing and updating standard contracts for projects with and without federal funding.
- Prepare/review draft contracts and review procurement-related documents for USRC's on-going procurement function.
- Support staff activity associated with review of tenant leases, design/build-out requirements, and lease compliance issues.
- Provide legal support for the evaluation and implementation of new and evolving innovative leasing techniques.

### Insurance

- Provide assistance to USRC to ensure that all of USRC's lessees, vendors, contractors, etc. comply with insurance requirements.
- Provide legal assistance on matters involving insurance claims by or against USRC.

### Corporate Administration

- Provide services on an as-needed basis on matters relating to:
  - Employment;
  - Employee Benefits;
  - District of Columbia Taxation and Corporation requirements; and
  - Miscellaneous matters such as tour participant releases and union activity in Union Station.
- Provide legal support for financial issues, including federal and local grants, and potential bond issuances associated with the future redevelopment of Union Station.
- Provide legal services in dealings with USRC partners in future land transactions (transfers, lease easements, air rights agreements, etc.) associated with the future redevelopment of Union Station.
- Provide legal support for efforts involving federal agencies, such as the Federal Railroad Administration, and Amtrak.
- Provide legal support for grant and agreement negotiations with governmental agencies.
- Apprise USRC of legislation, regulations and policies pertinent to rail, bus, intermodal, infrastructure, and public-private partnerships (P3).

### 3.4 PROPOSAL INFORMATION AND CONTENT

Proposers shall submit a Proposal responding to the items listed below identified by PART number & Title in the order shown. Responses must be in sufficient detail to provide for meaningful evaluation and assessment but please limit your proposal response to no more than thirty (30) pages:

#### PART 1: Letter of Introduction/Executive Summary

- Among other items, provide an executive commitment regarding support for the success of the Project and a summary of reasons for selection of Proposer.
- The Letter of Introduction must discuss potential conflicts of interest that might arise if the firm is selected with respect to any current engagements with the Federal City Council, Amtrak, the District of Columbia, Akridge, USI, Jones Lang LaSalle Americas, Inc., USPG, or Colonial Parking.

#### PART 2: Experience of the Firm including Joint Ventures and/or Sub-Contractors

- Background of the firm, including location, years in business, number of employees, areas of expertise, etc.

- Describe the firm's history of serving non-profit organizations similar to USRC in both size and function, knowledge of laws governing non-profit organizations, and experience with providing advice on legislative changes that may impact the corporation going forward.
- Identify the firm's qualifications to provide the requested legal services in the areas of concentration as requested.
- Provide a list of three (3) clients for which similar services have been provided. Include the name and telephone number of a contact person, and years serviced.

#### PART 3: Team Assigned to the Contract

- Provide the qualifications and experience of the person who will serve as the principal contact/lead attorney to USRC, if selected, and specify what functions that person will perform under the contract.
- Provide the qualifications and experience of each member of the team and specify in which areas of concentration they will serve.

#### PART 4: Service Approach

Service approach must demonstrate the firm's ability to provide the services outlined in the Scope in a manner that is well-organized, thoughtful and responsive. The approach should clearly demonstrate the firm's understanding of and current thinking on the issues underlying the services to be provided and the soundness of the approach to meeting the objectives of the procurement. Proposers should include an organizational chart showing reporting relationships and interactions among proposed team members and with USRC.

The approach must include a plan for ensuring a smooth and seamless transition between USRC's current corporate law firm and the proposer. The plan must include specific actions and activities and address how much management involvement will be required.

#### PART 5: Proposed Schedule

Most services will be requested on an as-needed basis. Describe how as-needed services will be made available to USRC in a timely manner, including time-frames for responses.

#### PART 6: Fees

Proposers should provide a three-year fee schedule showing hourly rates for each proposed team member organized by areas of concentration/specialty.

Offered prices and fees shall be irrevocable for a period of 120 days following the proposal due dates. The Procurement Officer may request proposers to extend the 120 days.



## PART 7: Miscellaneous Requirements

Proposer shall include a Draft Engagement Letter that the firm would propose to USRC for its consideration. The USB flash drive copy of the proposal should include a *Microsoft Word* version of the Draft Engagement Letter.

Proposer shall also provide its DUNS Number and CAGE Code along with a certification of the Proposer's exclusion status and those of its principal employees (required by Section 2.13 (21) of this RFP.

### **4.0 LOCAL AND MINORITY BUSINESS**

The involvement of local and minority businesses is a high priority for the USRC. To this end, the USRC has endorsed the principle of giving these businesses the maximum practicable opportunity to participate in all phases of its operations. In this regard, bidders/proposers shall submit a Local and Minority Business Subcontracting Plan, attached hereto, that describes how these businesses will be included in the project.

For purposes related to the Local and Minority Business Subcontracting Plan, bidders/proposers must provide documentation supporting the inclusion of the proposed subcontractors as local and/or minority businesses. This documentation can include:

- Existing certifications from public or third party private certification organizations;
- Memberships in professional organizations, associations, societies, institutions, councils, alliances, etc. that deal with matters pertaining to local and minority businesses; and
- Any company facts and information that support consideration of a firm as a local or minority business.

The bidder/proposer acknowledges that it is aware of the Local and Minority Business Subcontracting Plan requirements, as set forth herein and that a plan must be submitted with its Bid/Proposal.

USRC recognizes that business models, especially for small firms, do not always allow for a great deal of subcontracting, if any. USRC also recognizes that the nature of the work to be performed is not always conducive to subcontracting to local and minority businesses. The Subcontracting Plan contains a section for bidder/proposers to explain why subcontracting work, in general or to local or minority businesses, is not an option.

The bidder/proposer understands and agrees to provide the maximum practicable opportunity for local and minority businesses to participate in performance of the contract. The bidder/proposer further understands that if it does not submit a Local and Minority Business Subcontracting Plan with its Proposal, its proposal may be rejected.

## LOCAL AND MINORITY BUSINESS SUBCONTRACTING PLAN

Bidder/Proposer: [Type text]

Address: [Type text]  
[Type text]  
[Type text]

Name and Title of Person Completing this Plan: [Type text]  
[Type text]

Total Estimated Cost of Project: [Type text]

Total Estimated Amount to be Subcontracted: [Type text]

Details of Local or Minority Business Subcontracting:

- Dollar Amount: [Type text]
- Percentage of Project: [Type text]

Names of Local and Minority Businesses Subcontractors Expected to be Used, Type of Business, Description of Work to be Performed, and Estimated Dollar Value of Each Subcontract:

<b>Local or Minority Business Subcontractor</b>	<b>Type of Business (Local or Minority)</b>	<b>Description of Work</b>	<b>Dollar Value</b>

As part of the plan, the bidder/proposer should submit documentation as to why each firm should be considered a Local or Minority Business.

Identify the person who will be responsible for administering the Local and Minority Business Subcontracting Plan for the bidder/proposer.

Name: [Type text]

Title: [Type text]

Address: [Type text]

Phone Number: [Type text]

Email Address: [Type text]

If subcontracting is not an option for your firm or is not possible due to the fact that the nature of the work to be performed is not conducive to subcontracting to local and minority businesses, please explain.

[Type text]

**BIDDER/PROPOSER CERTIFICATION**

I, the undersigned, an officer of \_\_\_\_\_ (“Firm”) do hereby assure that the Firm will submit periodic reports in order to determine the extent of compliance with this plan.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**5.0 EVALUATION CRITERIA**

The proposals will be evaluated on the following criteria:

- Overall experience and qualifications of the Proposer in providing the requested legal services to non-profits similar to USRC.
- Experience and depth of the Proposer’s lead attorney and other team members in providing the requested legal services for non-profit corporations.
- Experience in dealing with federal, regional and local transportation agencies, including the U. S. Department of Transportation and with Amtrak.
- Quality of the Service Approach and the Transition Plan.
- Availability of Resources.
- Fee.

**USRC RESERVES THE RIGHT TO DETERMINE WHICH FACTORS TO TAKE INTO CONSIDERATION. THE EVALUATION AND SELECTION SHALL BE AT THE SOLE AND ABSOLUTE DISCRETION OF USRC.**