

REQUEST FOR PROPOSALS

RESTORATION OF THE HISTORIC LEGIONNAIRE STATUES AND VESTIBULES IN THE MAIN HALL

AT
WASHINGTON UNION STATION
Washington, D.C.



Photos of Legionnaires watching over the Main Hall, by Colin Winterbottom for USRC, 2017

For:

**UNION STATION
REDEVELOPMENT CORPORATION**

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UNION STATION REDEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

**RESTORATION OF THE HISTORIC LEGIONNAIRE STATUES
AND VESTIBULES IN THE MAIN HALL**

WASHINGTON UNION STATION

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- Copies of photographs of small exploratory openings cut into the backs of several Legionnaires, by conservators from Aeon Preservation Services, L.L.C. (of Bladensburg, MD), dated March 2016
- Copy of *Plaster Analysis for Union Station, Washington, D.C.*, by Schnabel Conservation, L.L.C., (of Trenton, NJ), dated April 11, 2016
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1.0 INTRODUCTION

1.1 PURPOSE

Union Station Redevelopment Corporation (“USRC”) is currently inviting proposals from selected historic preservation firms with specialty in the conservation and treatment of historic cast plaster statuary and historic masonry and metal surfaces to provide cleaning, repair, and restoration services for the Fiscal Year (“FY”) 2018 and 2019 Transportation Alternatives Program (“TAP”) grant-funded *Restoration of the Historic Legionnaire Statues and Vestibules in the Main Hall* project (hereinafter the “Project”). The District of Columbia Department of Transportation (“DDOT”) has approved funding for the FY 2018 portion of the Project. DDOT has not yet finalized funding for the FY 2019 portion of the Project. Consequently, each portion of the Project contains a separate budget, a separate start date, and a separate completion date. USRC intends to award the Project in its entirety to a single firm; however, Notice to Proceed on the FY 2019 portion of the Project will be issued solely at USRC’s discretion and if and when funding is finalized. It is anticipated that the FY 2018 portion of the Project will require approximately 37 weeks to perform. It is anticipated that the FY 2019 portion of the Project will require approximately 20 weeks to perform.

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 PROPOSAL EVALUATION CRITERIA. Based on the results of the evaluation, USRC will award the contract included in Section 6.0 EXHIBITS in this RFP to the most advantageous Proposer based on the evaluation factors set forth in this RFP.

1.2 DESCRIPTION OF PROJECT

USRC will retain a historic preservation firm (hereinafter, “Consultant”) to perform the following services:

FY 2018 PORTION OF THE PROJECT (BASE BID):

1. Prepare a treatment plan at project start-up for each Legionnaire statue, including captioned “as found” photographs and an outline of proposed cleaning, repair and restoration procedures;
2. Examine, clean, perform minor repairs and restore thirty-six (36) historic Legionnaire statues positioned at the Gallery level throughout the Main Hall at WUS;
3. Prepare a completion report for each of the Legionnaires, including manufacturer’s data for all products utilized, captioned “in progress” and “completion” photographs of all conditions observed and treated, descriptions of all repairs, and recommendations for future ongoing preservation and maintenance;
4. Provide all access, protection and logistical arrangements (discussed in greater detail throughout this RFP) as may be required to execute the FY 2018 (Base Bid) portion of the Project.

FY 2019 PORTION OF THE PROJECT (ALTERNATE “A”):

5. Prepare a treatment plan at project start-up for each Legionnaire statue, including captioned “as found” photographs and an outline of proposed cleaning, repair and restoration procedures;
6. Examine, clean, perform minor repairs and restore six (6) historic Legionnaire statues positioned at the Gallery window sill level on the south exterior elevation of the Station building;
7. Prepare a completion report for each of the Legionnaires, including manufacturer’s data for all products utilized, captioned “in progress” and completion” photographs of all conditions observed and treated, descriptions of all repairs, and recommendations for future ongoing preservation and maintenance;
8. Clean, perform minor repairs and restore all stone wall surfaces, decorative architectural elements (i.e. pilasters, plinths, capitals, etc.), stone ceiling coffers, decorative brass roping, decorative sunburst ceiling light fixtures (no electrical work needed), and decorative bronze heating grilles and doors in three (3) of the five (5) existing Vestibules on the south side of the Main Hall and in three (3) of the five (5) existing Vestibules on the north side of the Main Hall;
9. Clean, perform minor repairs, restore and paint the cast metal transom panels and transom window frames (no work on wood doors or wood door frames) in three (3) of the five (5) existing Vestibules on the south side of the Main Hall and in three (3) of the five (5) existing Vestibules on the north side of the Main Hall;
10. Provide all access, protection and logistical arrangements (discussed in greater detail throughout this RFP) as may be required to execute the FY 2019 Alternate “A” portion of the Project.

The recent (autumn 2017) success of the conservation treatment and cleaning work of the four (4) West Hall Legionnaire statues illustrates the amount of damage and accumulated surface dirt and discoloration sustained by the Legionnaires over the years. The difference between the cleaned and restored Legionnaires in the West Hall and the discolored Legionnaires within the scope of this Project in the Main Hall is striking. When the 36 Main Hall Legionnaires are fully cleaned and restored as part of the Base Bid, and when the remaining six (6) Legionnaires and the Vestibules are fully cleaned and restored as part of Alternate “A”, they will contribute to the elegant appearance and monumentality of the recently restored cast plaster and gold-leafed coffer vaults and cross vaults that adorn the Main Hall.

1.3 BACKGROUND AND PRIOR TREATMENTS

In 1905, Louis Saint-Gaudens was commissioned to design and sculpt 46 Roman Legionnaire statues – one representing each state of the Union at the time; after the building was opened, the Legionnaires were installed at prominent locations in the Main Hall, West Hall and at the main entrance looking out at the United States Capitol building. Saint-Gaudens constructed the Legionnaires using molds to separately cast individual components (i.e. lower torso, upper torso, arms and head) that were later assembled either in the shop or else on site. He used a mixture of

plaster of Paris and Keene's cement (which contain roughly the same chemical make-up) and surface-applied a blend of brownish micaceous flakes to give the appearance and relative reflectivity of cut granite (to match the adjacent interior wall surfaces). The interior of each Legionnaire is hollow and contains three galvanized steel channels which act as vertical reinforcing onto which a series of plaster wads were bonded to provide stability presumably as the individual statue components were being pieced together. Saint-Gaudens developed three distinct models for the Legionnaires – Type "A" (the Legionnaire is holding the shield with both hands), Type "B" (the Legionnaire is holding the shield with his right hand), and Type "C" (the Legionnaire is holding the shield with his left hand). The Legionnaires were installed in 1912.

The next documented activity involving the Legionnaires occurred during the 1988 Station restoration project. At that time, they were cleaned; unfortunately, the processes employed for the cleaning work are not known at this time. The only known documentary evidence of the work is an undated, uncaptioned photograph showing cleaning work underway. It is attached herewith as part of Exhibit B.

On October 28, 2013, while night work was underway on the restoration of the Main Hall ceiling (precipitated by the August 21, 2011 earthquake), a worker accidentally sheared the head off of Legionnaire ILA-39 and it smashed onto the Main Hall floor below. Conservators from Materials Conservation Company (of Philadelphia, PA) conducted an emergency site visit the following morning and gathered all the surviving pieces of plaster. In their studio, they restored the damaged head and infilled and inpainted areas where the original plaster shards were missing; they reinstalled the head onto the Legionnaire on February 4, 2014. Their treatment report is dated February 6, 2014 (although it inadvertently is dated 2013); it is attached herewith as part of Exhibit B.

In March 2016, as part of a stationwide seismic investigation, small exploratory openings were cut into the backs of several Legionnaires at the request of USRC by conservators from Aeon Preservation Services, L.L.C. (of Bladensburg, MD). Specifically, openings, each approximately 8 inches square, were cut into: 1) the middle back of Legionnaire ILA-33, the upper back of Legionnaire ILC-34, and the lower back of Legionnaire ILB-35 in order to investigate typical internal steel connections. Aeon Preservation's conservators then reinstalled the removed square pieces of plaster from each Legionnaire and inpainted the joint to be imperceptible. Copies of select photographs taken during the investigation are attached herewith as part of Exhibit B. No treatment plan was prepared since work performed was entirely exploratory in nature. Also as part of this investigation, a *Plaster Analysis for Union Station* was prepared by Schnabel Conservation, L.L.C. (of Trenton, NJ), dated April 11, 2016. A copy of this report is attached herewith as part of Exhibit B.

In autumn 2017, USRC conducted a project to clean, conserve and restore the four Legionnaire statues in the West Hall (ILA-1, ILB-2, ILC-3 and ILA-4). The project was undertaken by Materials Conservation Company (of Philadelphia, PA) with funding from a partnership with the National Trust for Historic Preservation's Cities Campaign. A copy of the completion report for this project is attached herewith as part of Exhibit B.

1.4 PROJECT OBJECTIVES:

FY 2018 Portion of the Project (Base Bid):

- Clean, repair and restore thirty-six (36) historic Legionnaire statues;
- Prepare all related written and photographic documentation, as described in this RFP, in advance of work and upon completion of work on the Project.

FY 2019 Portion of the Project (Alternate “A”): (upon Notice to Proceed at the sole discretion of USRC)

- Clean, repair and restore six (6) historic Legionnaire statues;
- Prepare all related written and photographic documentation, as described in this RFP, in advance of work and upon completion of work on the Project;
- Clean, repair, restore and paint (in appropriate areas) six (6) Vestibules

1.5 OBTAINING THE RFP

Proposers may obtain additional copies of the RFP by contacting the Contact Person identified in Section 1.8 of this RFP.

1.6 PRE-PROPOSAL CONFERENCE

USRC will hold a Pre-Proposal Conference on Thursday, May 2, 2019 at 10:00 a.m. The conference will be held in the USRC Conference Room (see address below), where administrative and technical issues relating to the Project will be reviewed. The Pre-Proposal Conference will then move to the Main Hall of WUS to examine the job site and review logistical issues.

The purpose of the Pre-Proposal Conference is to provide information regarding this RFP and the Project 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.

Attendance at the Pre-Proposal Conference is MANDATORY. Non-attendance at the Pre-Proposal Conference will result in disqualification from consideration for the Project. Proposers are advised to arrive early – it is a time-consuming process to get signed in and provided with a temporary pass at the security desk in the lobby of USRC’s offices, especially when the lobby is crowded.

1.7 PROPOSAL DUE DATE

All proposals are due on the Reception Desk of the Union Station Redevelopment Corporation on or before Monday, May 20, 2019 (the “Proposal Due Date”), at 12:00 noon. The USRC office is located at 750 First Street NE, Suite 1010, Washington, D.C., 20002. All submitted proposals will be time and date stamped according to the computer clock at the Reception Desk of USRC. 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:

Nzinga Bryant, Vice President and Director, Finance and Administration
Union Station Redevelopment Corporation
750 First Street NE, Suite 1010
Washington, DC 20002
Phone: (202) 222-0271

Email: nbryant@usrcdc.com

Any response made by 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	Thursday, April 18, 2019
Pre-Proposal Conference	Thursday, May 2, 2019
Proposal Due Date	Monday, May 20, 2019
Notification of Finalists	Friday, May 24, 2019
Finalists Interviews	Monday, June 3, 2019
Consultant Selection	Friday, June 7, 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 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), USRC will set restrictions on the frequency and number of requests permitted. USRC will not respond to written requests received after Tuesday May 7, 2019 at 5:00 p.m.

Proposers are advised that this section places no obligation on the part of USRC to respond to any or all requests for information or clarification, and that 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 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 potential Proposers known to USRC.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of 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, 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 TERM OF CONTRACT

It is anticipated that the Contract Term for the FY 2018 (Base Bid) portion of the Project shall be for a period of 37 weeks or until the final completion of all elements of the Scope of Work for this portion of the Project as defined and described in Section 3.3 below. If and when funding through DDOT is finalized, it is anticipated that the Contract Term for the FY 2019 (Alternate "A") portion of the Project shall be for a period of 20 weeks or until final completion of all elements of the Scope of Work for this portion of the Project as defined and described in Section 3.3 below.

2.4 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 5.0 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee designated by the President and CEO of USRC. 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.

2.5 RESERVED RIGHTS

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 USRC depending on available competition and timely needs of USRC. There is no obligation on the part of USRC to award the contract to the lowest proposer and USRC reserves the right to award the contract to the responsible proposer submitting a responsive proposal.

USRC shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final. Also, 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 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.

2.6 APPLICABLE LAWS

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

2.7 ACCURACY OF RFP AND RELATED DOCUMENTS

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, 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.

2.8 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.

2.9 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. USRC, at its sole discretion and subject to applicable law, will determine whether such exemption applies. USRC has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, proposers waive any challenge to 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 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.

2.10 USRC RIGHTS AND OPTIONS

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

1. This RFP does not obligate 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 USRC;
3. All costs incurred by a Proposer in connection with responding to this RFP (including engineering and legal costs), the evaluation and selection process undertaken in connection with this procurement, and any negotiations with USRC will be borne by the Proposer;
4. 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 USRC's determination;
5. USRC may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever;
6. USRC reserves the right to waive any technicalities or irregularities in the proposals;
7. 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. USRC may request proposers to send representatives to USRC for interviews and presentations;
9. To the extent deemed appropriate by USRC, USRC may select and enter into negotiations with any Proposer submitting a Proposal that is found to be reasonably susceptible for award;
10. USRC reserves the right to discontinue negotiations with any selected Proposer;
11. 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 USRC and will not be returned, and USRC reserves the right to utilize all such information contained in the proposals without further cost to USRC;
13. 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 and time shall be rejected and returned unopened;
15. Neither 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. 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. 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. 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 and conditions set forth in this RFP, including those set forth in the contract, which is attached as Exhibit A, except as modified in the red-line version submitted in accordance with Section 2.15 (26) of this RFP.

2.11 TERMINATION OF NEGOTIATIONS

USRC, at its sole discretion, may exclude a Proposer from further participation in any negotiation process, if 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 USRC.

2.12 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.13 REPORTING RESPONSIBILITIES

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

2.14 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS:

USRC will select the key team members to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the proposed team members. Accordingly, key team members presented to USRC during the solicitation process, or specifically approved by USRC shall not be replaced or removed during the Term of the Contract, without the prior written approval of USRC. If any key member of USRC approved Consultant team shall retire, resign, or otherwise cease employment, then a replacement shall promptly be appointed, subject to prior approval by USRC.

USRC reserves the right to reject any replacement team member. If USRC, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactory manner or if irreconcilable differences or an unworkable relationship shall arise, the Consultant shall, within five (5) days after receipt of written notice from USRC of such circumstance, replace such key team member with a successor acceptable to USRC. Any changes in the staffing of the Project will require written notification to USRC and USRC's written approval of the replacement team member.

2.15 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to 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 the 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 and number, Proposal Due Date and time, and the name of the 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. 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. By submitting a signed proposal, Proposer agrees to accept an award made at the price and upon the terms contained in that proposal. Prices proposed must be audited by the Proposer to insure correctness before the proposal is submitted. Offered prices shall be irrevocable for a period of 120 days following the Proposal Due Date. The Procurement Officer may request Proposers to extend the 120-day period. 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 proposal shall be attached to and become a part of a valid contract between USRC and the Proposer upon notice of award of the contract in writing;
6. Any contract awarded as a result of a 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 firm duly authorized to make contracts and bind the 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. USRC shall be the sole judge of the quality and the acceptability of all proposals. Overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability;

12. The successful Proposer must assume full responsibility for delivery of all services proposed and agree to indemnify and hold harmless USRC; the United States of America, acting through the Federal Railroad Administration; the District of Columbia, acting through the District Department of Transportation, Union Station Investco, LLC; Jones Lang LaSalle Americas Inc., and John Bowie Associates, their officers, directors, employees and agents from and against any and all claims, losses, demands, damages and liabilities of any kind, including, without limitation, those for bodily injury, sickness, death, and property damage or destruction (and including, without limitation, reasonable attorneys' fees and other costs and expenses related thereto);

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

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

15. Proposals must contain references that reflect successful completion of contracts for the types of services for which the Proposer is submitting a proposal to 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 firm submitting the proposal as capable of meeting the demands of the proposal should an award be made to them;

16. 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. 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 obligations of the contract and to complete the work satisfactorily;

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

18. Upon notice of selection, the Proposer submitting the proposal is obligated to perform. Should a successful Proposer refuse to enter into a contract subsequent to an award, the Proposer may be found to be "non-responsible" in the future;

19. In case of default by the successful Proposer, USRC may procure the required services from another source and hold the successful Proposer responsible for any resultant excess cost;

20. The successful Proposer contracts directly with USRC and is the party obligated to perform. The Contract may not be assigned and any failure to perform the Contract in accordance with the RFP requirements will constitute a breach of contract and may result in a Proposer being found to be “non-responsible” in the future;

21. The Contract will provide for monthly submission of invoices to USRC.

22. 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;

23. 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 USRC;

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

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 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 written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the USRC point of contact identified in Section 1.8 of this RFP.

25. 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 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.”

26. Proposers shall submit a red-line version of the contract, attached as Exhibit A to this RFP, showing all terms and conditions that the Proposer believes must be revised for it to accept an offer of award. USRC reserves and holds at its sole discretion the right and option to accept any of the proposed changes. Failure to submit a red-line version of the contract or a certification that the proposed contract is acceptable in its complete form shall result in the proposal being rejected as “non-responsive.”

27. 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.

2.16 Personal Conflicts of Interest

It is the policy of USRC to require contractors and consultants to identify and prevent personal conflicts of interest of their personnel and other representatives. A personal conflict of interest arises when a contractor or consultant or its employees or independent contractors, 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 (Monday, May 20, 2019) and time (12:00 noon) and must be addressed to:

Nzinga Bryant
Vice President and Director, Finance and Administration
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 the 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 exceptions of the Fees noted in Part 6 and the Draft contract noted in Part 7, both 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 “PROJECT”)

The scope of the Project is defined in Section 1.2 of this RFP.

THE CONTRACT IS SUBJECT TO THE REQUIREMENTS OF THE DAVIS-BACON ACT. THE WAGE DETERMINATION NUMBER IS DC 190002 04/05/2019 DC2.

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. Please limit your proposal response to no more than 25 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.

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

- Please describe the background of the firm, including location, years in business, number of employees, areas of expertise, etc.
- How does the firm distinguish itself from other firms?
- Identify the firm’s qualifications to provide the professional services requested.
- Provide a list of three (3) clients for whom the services performed were most similar to those which USRC is seeking; said services shall have been completed within the past five (5) years.
 - Describe each project in detail, noting these similarities.

- Provide the name, email address and telephone number of a responsible contact person (i.e. Owner, Architect, General Contractor – in cases where the Proposer was a subcontractor) of each project.
- Provide the approximate contract cost for each project.
- Provide the start date and completion date for each project.
- Provide a count of skilled and unskilled personnel utilized for each project.

PART 3: Team Assigned to the Project

- Describe who will be assigned to the Project team and what work elements they will be assigned.
- Provide the qualifications and experience of each member of the team.

PART 4: Project Approach

- For each portion of the Project (i.e. Base Bid and Alternate “A”), describe the Proposer’s overall approach to conducting the Project, taking into careful consideration the restrictions and work limitations placed onto the Proposer by the tenants in the Main Hall and the Gallery areas (described elsewhere in this RFP), and the limitations created by the ingress/egress requirements into the Main Hall from all sides.
- The Project Approach shall include a discussion of how access is to be provided for work on the Legionnaires (i.e. high-reach equipment and/or scaffolding in the Main Hall and the Gallery areas). Include a discussion of how to provide safety and security for equipment to be utilized.
- The Project Approach shall be presented in a sequential format, starting at the beginning of each of the two portions of the Project, and proceeding through the submission of the treatment plans, and into the execution of the work, and submission of the completion reports.

PART 5: Schedule

- For each portion of the Project (i.e. Base Bid and Alternate “A”), provide a Project Schedule, showing activities scheduled to take place each week. Establish the Project Schedule on a weekly basis and not on a calendar basis (i.e. do not link any tasks to specific dates of the year).
- To the extent possible, correlate the Project Schedule to the activities noted in the Project Approach (see above).
- Describe which portions of the Project will be conducted during normal business hours versus off-hours, as described elsewhere in this RFP.

PART 6: Fees

Provide a fixed price Fee Proposal (one original document) in a separate, sealed envelope clearly labeled “Fee Proposal” with the name of the firm and name of the Project clearly noted on the outside of the envelope. The Fee Proposal shall include the work described herein for each portion of the Project (i.e. the Base Bid and Alternate “A”). All sub-consultants, sub-contractors or joint ventures required to perform the work shall be included in the fixed price Fee Proposal below. Provide Fee Proposal in the following format:

- Name of Proposer’s firm/company (or joint venture)
- Address and telephone number of Proposer’s firm/company (or joint venture)
- Title of Project
- Date of Proposal
- Dates/titles of all addenda
- Price for Base Bid (in written and numerical form) broken into the following categories:
 - Cost of treatment plan
 - Cost of access/protection
 - Cost of cleaning and repair to Legionnaires (labor)
 - Cost of cleaning and repair to Legionnaires (materials)
 - Cost of completion report
 - Cost of project administration
- Price for Alternate “A” (in written and numerical form) broken into the following categories:
 - Cost of treatment plan
 - Cost of access/protection
 - Cost of cleaning and repairs to Legionnaires and Vestibules (labor)
 - Cost of cleaning and repairs to Legionnaires and Vestibules (materials)
 - Cost of completion report
 - Cost of project administration
- Name and title of proposer
- Signature of proposer

Pursuant to negotiations with apparent awardee, USRC may require a further detailed breakdown and explanation of the fee structure.

The offered price shall be irrevocable for a period of 120 days following the Proposal Due Date. The USRC Procurement Officer may request proposers to extend the 120-day period.

PART 7: Miscellaneous Requirements

A Proposer shall include a red line version showing any proposed changes to the contract for the Project (Exhibit A) or a certification that the contract is acceptable (required by Section 2.15 (26) of this RFP). The USB flash drive copy of the proposal should include a *Microsoft Word* version of the draft contract.

A 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 2.15 (27) of this RFP).

PART 8: Local and Minority Business Subcontracting Plan

A Proposer shall submit the Local and Minority Business Subcontracting Plan required by Section 4.0 of this RFP which follows.

4.0 LOCAL AND MINORITY BUSINESS SUBCONTRACTING PLAN

The involvement of local and minority businesses is a high priority for 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, in the format that follows, 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 bidders/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.

[TEMPLATE]

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]

Total Number of Subcontractors Expected for the Project: [Type text]

Details of Local or Minority Business Subcontracting:

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

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

Local or Minority Business Subcontractor	Type of Business (Local or Minority)	Description of Work	Dollar Value

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 Enterprise Participation 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 below.

[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 PROPOSAL EVALUATION CRITERIA

The proposals will be evaluated on the following criteria:

1. Evaluation of the soundness of the Proposer's Project Approach and Project Schedule.
2. The Proposer's background experience and the experience and depth of its proposed team and key team members.
3. The Proposer's fee.

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

6.0 EXHIBITS

Exhibit A – Contract

Exhibit B – Background Documents

- Copy of undated, uncaptioned photograph showing cleaning work underway
- Copy of *Conservation of Centurion Sculpture Treatment Report*, by Materials Conservation Company, L.L.C., (of Philadelphia, PA), dated February 6, 2014 (report inadvertently labeled 2013)
- Copies of photographs of small exploratory openings cut into the backs of several Legionnaires, by conservators from Aeon Preservation Services, L.L.C. (of Bladensburg, MD), dated March 2016
- Copy of *Plaster Analysis for Union Station, Washington, D.C.*, by Schnabel Conservation, L.L.C., (of Trenton, NJ), dated April 11, 2016
- Copy of *Conservation Treatment of the West Hall Legionnaires*, by Materials Conservation Company, L.L.C., (of Philadelphia, PA), dated December 22, 2017

Exhibit C – Project Drawings (all drawings 11” x 17” format)

- Drawing CS, Cover Sheet
- Drawing A1, Main Hall Floor Plan
- Drawing A2, Gallery Level Floor Plan
- Drawing A3, Details – Type “A” Legionnaire
- Drawing A4, Details – Type “B” Legionnaire
- Drawing A5, Details – Type “C” Legionnaire
- Drawing A6, Typical South Vestibule, Interior Elevation – Looking South
- Drawing A7, Typical South Vestibule, Interior Elevation – Looking West
- Drawing A8, Typical South Vestibule, Interior Elevation – Looking North
- Drawing A9, Typical South Vestibule, Interior Elevation – Looking East
- Drawing A10, Typical North Vestibule, Interior Elevation – Looking South
- Drawing A11, Typical North Vestibule, Interior Elevation – Looking West
- Drawing A12, Typical North Vestibule, Interior Elevation – Looking North
- Drawing A13, Typical North Vestibule, Interior Elevation – Looking East
- Drawing A14, South and North Vestibules, Typical Reflected Ceiling Plans

Exhibit D – Project Specifications

- Cover Sheet
- Table of Contents
- List of Drawings
- Section 01001, Additional Conditions
- Section 01010, Scope of Work
- Section 04501, Masonry Cleaning and Restoration
- Section 05701, Architectural Metal Restoration and Finishes
- Section 09201, Cleaning and Repair of Historic Legionnaire Statues
- Section 09900, Painting