# **REQUEST FOR PROPOSALS**

# RESTORATION OF THE HISTORIC MASONRY AND FINISHES IN THE MAIN HALL AND WEST HALL AT

## WASHINGTON UNION STATION

Washington, D.C.





Photos of the Main and West Halls by John Bowie for USRC

For:

# UNION STATION REDEVELOPMENT CORPORATION

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By:

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#### UNION STATION REDEVELOPMENT CORPORATION

## REQUEST FOR PROPOSALS

# RESTORATION OF THE HISTORIC MASONRY AND FINISHES IN THE MAIN HALL AND WEST HALL AT WASHINGTON UNION STATION

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- Selected pages from *The Reconstruction of the Passenger Terminals at Washington, D.C.* by W.F. Strouse, dated 1911
- Selected pages from *Construction History of Union Station, Washington D.C.* by George J. Olszewski, dated February 1970
- Selected pages from Engineering Survey of Union Station Washington D.C. Architectural by Ewing Cole Cherry Parsky (of Philadelphia, PA), dated August 12, 1982
- Selected pages from *Union Station Historic Structures Report* by Harry Weese Associates (of Chicago, IL), dated February 1985
- Selected photographs from *Union Station Interior Condition Survey Photo Album* by Wiss, Janney, Elstner Associates, Inc. (of Princeton Junction, NJ), dated August 1989
- Copy of *Conservation Treatment of the West Hall Legionnaires*, by Materials Conservation Company, L.L.C., (of Philadelphia, PA), dated December 22, 2017
- Copy of Restoration of the Historic Legionnaire Statues and Vestibules in the Main Hall Washington Union Station Alternate A Final Report by John Canning Company (of Cheshire, CT), dated May 19, 2020
- Photographs of Main Hall Vestibule, dated 2021

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

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- Section 09900, Painting

#### 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 masonry and other surfaces to provide cleaning, repair, and restoration services for the Fiscal Year ("FY") 2020 and 2021 Transportation Alternatives Program ("TAP") grant-funded *Restoration of the Historic Masonry and Finishes in the Main Hall and West Hall at Washington Union Station* project (hereinafter the "Project"). The District of Columbia Department of Transportation ("DDOT") has approved funding for the FY 2020 portion of the Project. DDOT has not yet finalized funding for the FY 2021 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 2021 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 2020 portion of the Project will require approximately 25 weeks to perform. It is anticipated that the FY 2021 portion of the Project will require approximately 25 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 2020 PORTION OF THE PROJECT (BASE BID) MAIN HALL:

- 1. Prepare Treatment Plans;
- 2. Clean and repair historic stone and metal surfaces and elements in Main Hall;
- 3. Prepare Completion Reports.

#### FY 2021 PORTION OF THE PROJECT (ALTERNATE "A") WEST HALL:

- 1. Prepare Treatment Plans;
- 2. Clean and repair historic stone and metal surfaces and elements in West Hall;
- 3. Clean laylight and clerestory glass panes (public surfaces only) in West Hall;
- 4. Plaster repairs and laylight frame repairs in West Hall;
- 5. Prepare, prime and paint laylight frames and west wall tympanum in West Hall;
- 6. Prepare, prime and paint clerestory window frames and decorative grilles in West Hall;
- 7. Prepare completion reports.

As part of the West Hall Legionnaires restoration in 2017, the consultant tested various products on a small section of the masonry wall on the southwest corner of the Main Hall at the mezzanine level. The result illustrates the amount of accumulated surface dirt and discoloration sustained by the historic stone wall surfaces over the years. The difference between the cleaned areas and their immediate surroundings is striking and easily visible from a distance at the Main Hall floor level. In addition, the recent success of the conservation treatment and cleaning of the stone and metal surfaces in the north and south Main Hall vestibules (2020) demonstrates significant amounts of discoloration sustained over the last three decades since the completion of the 1986-1988 restoration of the Station. When the historic masonry and other surfaces are fully cleaned and restored as part of the Base Bid and Alternate "A", they will contribute to the elegant appearance and monumentality of the recently restored cast plaster, gold-leafed coffer vaults and Roman Legionnaires that adorn the Main Hall and West Hall.

#### 1.3 BACKGROUND AND PRIOR TREATMENTS

Union Station was designed by Daniel Burnham and built in the period of 1905-1908, opening in the fall of 1907. The Thompson-Starrett Company (of New York City, NY) won the contract to manage the foundations and masonry, cut stone, and brickwork for the station. The company sourced the white granite from Bethel, VT to use for the exterior and interior masonry. The mortar for the granite was composed of 1 part non-staining cement, 6 parts slaked lime, and 6 parts white sand. The same materials were used for the granite pointing, in which the composition was as follows: 1 part cement, 1 part lime putty, and 2 parts white sand. All of the metal surfaces located within the project scope are cast-iron made from soft Superior and Southern Pig irons, furnished and erected by the Chicago Ornamental Iron Company. The original clocks on the west end of the West Hall and east end of the Main Hall were manufactured by the Magneta Company (of New York City, NY) and they have 3'-2" dials. The plaques on the walls of the West Hall were installed later in 1918, 1940, and 1994.

Throughout the station's history, the granite masonry has been cleaned and restored several times. The first documented activity was during the National Park Service's conversion of the station into the National Visitor Center. After the National Visitor Center closed in 1978, the station fell into disrepair and neglect. As a result, the masonry suffered cracks and heavy water staining. Along with the metal surfaces, it was cleaned and repaired during the 1986-1988 restoration. The next documented activity involving the Legionnaires occurred during the 1988 Station restoration project. The processes employed for cleaning the masonry and cleaning the Legionnaires during the 1988 project are unknown at this present time.

In autumn 2017, USRC conducted a project to clean, conserve and restore the four Legionnaire statues in the West Hall and a selected area of its surrounding granite masonry wall surfaces. 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. The consultant conducted tests on the wall of the southwestern corner of the Main Hall at the mezzanine level to determine which product they would use for the masonry scope of the project. A copy of the completion report for this project is attached herewith as part of Exhibit B.

#### 1.4 PROJECT OBJECTIVES:

#### FY 2020 Portion of the Project (Base Bid) MAIN HALL:

- Clean, repair and restore masonry surfaces (including walls, panels, pilasters, columns, column capitals, and plinths), metal portions of door frames and transoms, and other miscellaneous metal in the project area, including grilles, electrical closet doors, and fixtures;
- Prime and paint surfaces as defined in the technical specifications and noted on the drawings;
- 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 2021 Portion of the Project (Alternate "A"): (upon Notice to Proceed at the sole discretion of USRC) WEST HALL

- Clean, repair and restore masonry surfaces (including walls, panels, pilasters, columns, column capitals, and plinths), the laylight framing, metal portions of door frames and transom windows, and other miscellaneous metal in the project area, including electrical closet doors, plaques, and the clock;
- Prime and paint surfaces as defined in the technical specifications and noted on the drawings;
- Prepare all related written and photographic documentation, as described in this RFP, in advance of work and upon completion of work on the Project;

#### 1.5 OBTAINING THE RFP

This RFP is being distributed by 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 27, 2021** at 10:00 a.m. **Due to Covid restrictions,** the conference will be held in the Main Hall of Union Station, where administrative and technical issues relating to the Project will be reviewed. The Pre-Proposal Conference will also allow for a tour of the Main Hall of WUS to examine the job site. All attendees should adhere to CDC's guidelines (i.e., wearing of facemask and observing social distancing).

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. .

#### 1.7 PROPOSAL DUE DATE

All proposals (including technical and fee information) are due via electronic submissions to the Union Station Redevelopment Corporation on or before **Thursday**, **June 10**, **2021** (the "Proposal Due Date"), at 12:00 noon. 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. All proposals should be submitted via email to the Contact Person noted in Section 1.8 of this RFP.

#### 1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted via email 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: (240) 304-8162

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, May 13, 2021
Pre-Proposal Conference Thursday, May 27, 2021
Proposal Due Date Thursday, June 10, 2021
Notification of Finalists Tuesday, June 22, 2021

Finalists Interviews Wednesday, July 7 and Thursday, July 8.

2021

Consultant Selection Tuesday, July 27, 2021

#### 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**, **June 1**, **2021 at 5:00 p.m. EDT.** 

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 (via 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 2020 (Base Bid) portion of the Project shall be for a period of 25 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 2021 (Alternate "A") portion of the Project shall be for a period of 25 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 via email. 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 Proposal shall be submitted via email by the Proposal Due Date and time identified in Section 3.1 SUBMISSION REQUIREMENTS;
- 3. The Proposal submission email should include the Project name and number, Proposal Due Date and time, and the name of the firm submitting the proposal. Proposals must be received via email to the attention of the Contact Person noted in Section 1.8 by the Proposal Due Date and time identified in Section 1.7 of this RFP in order to be considered.
- 4. Proposals received after the Proposal Due Date and time will not be considered and the Contact Person noted in Section 1.8 will send a response to confirm that the late proposal is rejected and disqualified from further consideration;
- 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 ensure 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.

#### 2.17 District of Columbia COVID-19 Regulations

Union Station Redevelopment Corporation wants to ensure its consultants and contractors are aware of and follow the COVID-19 regulations in the District of Columbia. All people working at Union Station shall adhere to the most recent COVID-19 requirements as promulgated by the Office of DC Mayor Muriel Bowser, including periodic updates and modifications as released by the Mayor's office.

Please refer to local and federal guidelines to ensure compliance with current requirements with regard to mask wearing, social distancing, testing, and travel to and from the District. Please contact USRC if you have any questions or concerns.

It is incumbent on the consultant or contractor to take all steps to ensure the good health, safety, and welfare of all their employees, subcontractors, and other associated persons with regard to COVID-19.

If, at any time, a contractor determines it is not safe for their employees, subcontractors, and other associated persons to come to the site, they may stay away and will not be penalized in any way and all timetables and delivery requirements will be adjusted as appropriate. However, no costs to the project will be adjusted.

#### **USRC** Coronavirus Resources

- USRC Website https://www.usrcdc.com/news/union-station-coronavirus-update/
- USRC Facebook Page <a href="https://www.facebook.com/pg/usrcdc/posts/">https://www.facebook.com/pg/usrcdc/posts/</a> (the post pinned to the page)
- USRC Twitter Feed https://twitter.com/USRCDC/status/1377313527728386052

#### 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 via email submission no later than the Proposal Due Date (**Thursday, June 10, 2021**) and time (12:00 noon EDT) 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: (240) 304-8162
nbryant@usrcdc.com

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. All Proposals must be complete with all requested information.

#### 3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals organized a 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.

#### 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 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.
  - o 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.
  - o Provide the approximate contract cost for each project.
  - o Provide the start date and completion date for each project.
  - o 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. Note: Resumes do not count toward the 25-page limit.
- 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, the Gallery areas (described elsewhere in this RFP), and West Hall, and the limitations created by the ingress/egress requirements into the Main Hall and West Hall from all sides.
- The Project Approach shall include a discussion of how access is to be provided for work on the masonry surfaces (i.e. high-reach equipment and/or scaffolding in the Main Hall, the Gallery areas, and West Hall). 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). It should be noted that the schedule must be flexible to accommodate events at the station and the change order approval process from the Federal Highway Administration.
- 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 that includes 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:

- 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 masonry and metal surfaces and finishes (labor)
- Cost of cleaning and repair to masonry and metal surfaces and finishes (materials)
- Cost of prep work, priming and painting
- 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 masonry and metal surfaces and finishes (labor)
  - Cost of cleaning and repairs to masonry and metal surfaces and finishes (materials)
  - Cost of glass cleaning to laylights and clerestories
  - Cost of prep work, priming and painting
  - Cost of completion report
  - Cost of project administration

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). As part of the Proposal Submission please include a *Microsoft Word* version of the draft contract. Note: The contract does not count toward the 25-page limit.

# THE CONTRACT IS SUBJECT TO THE REQUIREMENTS OF THE DAVIS-BACON ACT. THE WAGE DETERMINATION NUMBER IS DC 190002 04/05/2021 DC2.

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 tex	xt]		
Address: [Type text] [Type text] [Type text]			
Name and Title of Person C	Completing this Plan:	[Type text] [Type text]	
Total Estimated Cost of Pro	oject: [Type text]		
Total Estimated Amount to	be Subcontracted: [T	[ype text]	
Total Number of Subcontra	actors Expected for the	e Project: [Type text]	
Details of Local or Minorit	y Business Subcontrac	eting:	
• Dollar Amount: [T	ype text]		
Percentage of Proje	ct: [Type text]		
	•	actors Expected to be Used, Type of ated Dollar Value of Each Subcontra	
Local or Minority Business Subcontractor	Type of Business (Local or Minority)	Description of Work	Dollar Value
As part of the plan, the bide considered a Local or Mine		abmit documentation as to why each	firm should be
Identify the person who will Participation Subcontracting	_	dministering the Local and Minority proposer.	Enterprise
Name: [Type text]			
Title: [Type text]			

Phone Number: [Type text]	
•	or firm or is not possible due to the fact that the nature of we to subcontracting to local and minority businesses,
[Type text]	
BIDDER/PROPOSER CERTIFICAT	ION
I, the undersigned, an officer of the Firm will submit periodic reports in o	("Firm") do hereby assure that 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

- Selected pages from *The Reconstruction of the Passenger Terminals at Washington, D.C.* by W.F. Strouse, dated 1911
- Selected pages from *Construction History of Union Station, Washington D.C.* by George J. Olszewski, dated February 1970
- Selected pages from *Engineering Survey of Union Station Washington D.C. Architectural* by Ewing Cole Cherry Parsky (of Philadelphia, PA), dated August 12, 1982
- Selected pages from *Union Station Historic Structures Report* by Harry Weese Associates (of Chicago, IL), dated February 1985
- Selected photographs from Union Station Interior Condition Survey Photo Album by Wiss, Janney, Elstner Associates, Inc. (of Princeton Junction, NJ), dated August 1989
- Copy of *Conservation Treatment of the West Hall Legionnaires*, by Materials Conservation Company, L.L.C., (of Philadelphia, PA), dated December 22, 2017
- Copy of Restoration of the Historic Legionnaire Statues and Vestibules in the Main Hall Washington Union Station Alternate A Final Report by John Canning Company (of Cheshire, CT), dated May 19, 2020
- Photographs of Main Hall Vestibule, dated 2021

#### 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, North and South Elevations of Main Hall
- Drawing A4, East and West Elevations of Main Hall
- Drawing A5, Detail Elevations East End of Main Hall
- Drawing A6, Detail Elevations West End of Main Hall
- Drawing A7, Detail Elevations Main Hall North Gallery
- Drawing A8, Detail Elevations Main Hall South Gallery
- Drawing A9, North Elevation of West Hall
- Drawing A10, South Elevation of West Hall
- Drawing A11, West Elevation of West Hall
- Drawing A12, East Elevation of West Hall
- Drawing A13, Main Hall Detail Reflected Ceiling Plans
- Drawing A14, West Hall Reflected Ceiling Plan (South Portion)
- Drawing A15, West Hall Reflected Ceiling Plan (North Portion)

#### 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 09900, Painting