Union Station
REDEVELOPMENT CORPORATION

UNION STATION REDEVELOPMENT CORPORATION

REQUEST FOR QUALIFICATIONS

FOR GENERAL CONTRACTING SERVICES
IN CONNECTION WITH THE
WASHINGTON UNION STATION EXTERIOR FAÇADE &
COLONNADE LIGHTING

RFQ ISSUANCE DATE: August 21, 2026

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1 Introduction

1.1 Purpose of RFQ - Role of General Contractor

1.1.1 Union Station Redevelopment Corporation ("USRC") is issuing this Request for Qualifications ("RFQ") to solicit Statements of Qualifications ("SOQ") from interested parties (each, an "Offeror" or "Contractor" herein as the context may require) to act as a General Contractor (as described in Section 2 hereof, for the "Washington Union Station Exterior Façade & Colonnade Lighting Project" or the "Project").

1.1.2 USRC will evaluate SOQs submitted in response to this RFQ in accordance with Section 7 (Evaluation Criteria and Selection Process), to determine a shortlist of the most qualified Offerors ("Shortlisted Offerors"), who will then receive an invitation to submit a Proposal in response to the subsequent Request for Proposals ("RFP"). USRC intends to award a contract to the successful Offeror ("Successful Offeror") for the provision of General Contracting services to USRC. The Selected Offeror will be required to execute an agreement with USRC to perform the General Contracting services described below (hereinafter the "Contract" or "Services Agreement").

1.2 About USRC

1.2.1 General Background

1.2.1.1 USRC was incorporated in the District of Columbia on April 14, 1983 under the District of Columbia Nonprofit Corporation Act .

1.2.1.2 USRC is operated and managed as a non-profit corporation. In 1981 Congress passed the Union Station Redevelopment Act (the "Act") in an effort to preserve the historic integrity of Union Station (the "Station") while advancing its useful purpose to the region. Once passed, the act resulted in the founding of USRC in 1983, to represent the best interests of the Station.

1.2.1.3 The Act requires the Station to be run as a multiple-use transportation terminal and secondarily as a commercial complex with maximum reliance on the private sector and minimum requirement for federal assistance.

1.2.1.4 On January 1, 2026, operational control of the Station was transferred to USRC pursuant to the terms of a Cooperative Agreement by and among the Department of Transportation, the Federal Railroad Administration, Amtrak and USRC. USRC has been tasked with, among other things, returning the Station to a state of good repair and maximizing its commercial capacity.

2 Project Background

2.1 Project Objective

2.1.1 USRC is seeking qualifications from general contractors for the Washington Union Station Exterior Façade and Colonnade Lighting Upgrades.

The exterior façade and colonnade lighting are important design elements that enhance safety, performance, and the public experience at the Station, while contributing to its presence within the Washington DC Monumental Core. The proposed work is intended to respect the Station's historic character while improving lighting functionality and reinforcing its architectural identity.

The work must therefore be planned and executed with particular attention to historic preservation requirements, protection of adjacent finishes and historic fabric, ongoing occupant and event operations, pedestrian safety, access constraints, phasing, dust and noise control, and close coordination with USRC, the design team, and building operations.

2.2 Scope of Services

2.2.1 Attached hereto and incorporated herein as **Exhibit "A"** to this RFQ is a high-level summary identifying the major categories of services, roles, and tasks that the general contractor will provide (collectively, the "Services"). A more detailed scope of services, drawings, and specifications will be provided to Shortlisted Offerors with the RFP.

2.3 Required Experience

2.3.1 The Scope of Services included as **Exhibit "A"** is highly specialized. An Offeror must have recent and extensive experience in all of the following areas:

2.3.1.1 Experience with exterior lighting projects for landmark buildings in urban settings, including work subject to review or coordination with the National Capital Planning Commission (NCPC) and/or National Park Service (NPS).

2.3.1.2 Experience retrofitting lighting systems within historic buildings and spaces, including sensitive integration of new LED components, controls, and concealed electrical infrastructure.

2.3.1.3 Demonstrated ability to integrate modern lighting components cleanly and discreetly within or on historic landmark buildings, with minimal visual impact.

2.3.1.4 Experience working in occupied, high-profile public spaces that must remain accessible, presentable, operational and safe for pedestrian use, including facilities with event schedules, blackout dates, and limited access windows.

2.3.1.5 Experience with project phasing, protection, containment, and logistics in finished spaces, including dust and noise control, protection of adjacent historic fabric, and sequencing around events and ongoing building operations.

2.3.1.6 Experience working in Washington, DC, and/or on transportation, civic, or other facilities with comparable public visibility and operational complexity.

2.4 Applicable Requirements

2.4.1 Offerors understand that USRC has a unique governance structure and funding platform, and is subject to certain legal and contractual/grant requirements, and that the same may change and evolve based on the execution of grant agreements, applicability of grant flow-down requirements, and statutory changes. Accordingly, prior to execution of the Services Agreement, USRC reserves the right to update, modify or supplement these requirements from time to time. Additional or modified legal and contractual/grant requirements may be provided to Shortlisted Offerors with the RFP.

2.4.2 Offerors are advised that this RFQ is being released based on the assumption that the Project is eligible for federal funds administered by the FRA. Consequently, the RFP and any resulting contract shall conform to requirements of applicable Federal law, regulations, Executive Orders then in effect, and any applicable policies. These include, but are not limited to, Small Business requirements (U. S. Code § 631 et seq.), Buy America(n) (49 U.S.C. § 22905(a)), and Davis-Bacon Wage Rates.

2.4.3 Offerors are also advised that USRC Supplementary General Provisions, attached hereto and incorporated herein as **Exhibit "C"** to this RFQ, are conditions required for the federal funds administered by the FRA. These Supplementary General Provisions are non-negotiable and not subject to modification in any way. Each Offeror will be required to acknowledge same as part of their SOQ submission and any subsequent requests to change the Supplementary General Provisions will be denied.

2.4.4 Offerors shall comply with the requirements of 2 CFR § 200.321 consistent with all Executive Orders (EO) including, EO 14173 titled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity", and EO 14151, titled "Ending Radical and Wasteful Government DEI Programs and Preferencing." Contractor shall insert this provision in all subcontracts issued pursuant to the Contract.

3 RFQ Process

3.1 Procurement Process Overview

3.1.1 USRC will use a two-phase procurement process to select the General Contractor:

3.1.1.1 **Phase 1 – RFQ**: In the first phase of the procurement process, this RFQ invites prospective Offerors to submit SOQs to USRC demonstrating their qualifications to perform the Services. USRC will evaluate all SOQs received in accordance with the evaluation criteria set forth in Section 7 of this RFQ and establish a shortlist of offerors considered most qualified to receive an invitation to submit a Proposal in response to the RFP. Only Shortlisted Offerors will be eligible to submit a Proposal in Phase 2.

3.1.1.2 **Phase 2 – RFP:** In the second phase of the procurement process, USRC will issue an RFP. Only Shortlisted Offerors can submit Proposals. The RFP will include a more detailed description of the Services, the bid drawings and specifications, any updated grant and procurement requirements, the form of Services Agreement and other information or requirements as USRC deems appropriate. The RFP will provide specific instructions on the submission requirements for RFP responses and the evaluation criteria.

3.2 Without obligation or commitment, USRC intends to award a lump sum agreement to the Selected Offeror based on the evaluation criteria set forth in the RFP. The terms set forth within this RFQ do not constitute, and shall not be construed as constituting any offer, agreement, or contract between USRC and any of the Offerors (including, but not limited to, the Selected Offeror). USRC reserves the right to amend, modify, or terminate this RFQ or the Project at any time and for any reason. Offerors will be responsible for their own costs and expenses associated with making a proposal under this RFQ, and by responding, agree to waive any claim for costs or expenses, and waive any right of protest for non-selection, against USRC.RFQ and Overall Procurement Schedule

3.2.1 ***Procurement Schedule*** – USRC intends to conduct the procurement process in accordance with the following schedule ("Procurement Schedule"). The Procurement Schedule is subject to modification at the sole discretion of USRC. Pursuant to Section 3.3.3 (Changes to the RFQ), modifications shall be issued in the form of an Addendum and posted on the website: https://www.usrcdc.com/category/rfp/.

MILESTONE	DATE
Issuance of RFQ	August 24, 2026
Deadline to submit questions and/or Disclosure of potential conflicts of interest and related proposed mitigation measures	September 1, 2026, at 2:00 pm Eastern Time
USRC response to questions; Last day for issuance of Addendum	September 4, 2026
SOQ Close Date and NDA Execution Deadline	September 11, 2026, at 2:00 pm Eastern Time
Anticipated Announcement of Shortlisted Offerors	September 25, 2026

3.2.2 USRC intends to issue copies of the RFP Scope of Services to potential Offerors beginning the week of September 28, 2026, upon Offeror submission of its executed NDA.

3.2.3 USRC may, without liability, cost, or penalty, and in its sole discretion, amend the Procurement Schedule at any time prior to the SOQ Close Date by Addendum to this RFQ.

3.3 USRC Representative; Communications; Changes, Clarifications, and Questions

3.3.1 *USRC Representative(s); Restrictions on Communications*

3.3.1.1 From the date this RFQ is posted on the USRC website until the Services Agreement is fully executed, Offerors shall communicate only with the USRC Representative(s), set forth below:

NOTE: Do not email bids to any other email address other than bids@usrcdc.com. i.e. Do not send SOQ directly to any USRC Representative or other USRC employee.

Union Station Redevelopment Corporation
750 1st St NE, Suite #1010
Washington, DC 20002
Attention: Ezra Kauffman-Rogoff
Phone: (202) 489-8177
Email: ekauffman-rogoff@usrcdc.com

With a copy to:

Union Station Redevelopment Corporation
750 1st St NE, Suite #1010
Washington, DC 20002
John Landry
Phone: (202) 531-4622
Email: jlandry@usrcdc.com

3.3.1.2 Offerors are not permitted to communicate with any other USRC employees or its consultants for this Project regarding this RFQ (or the subsequent RFP).

3.3.2 ***Offeror Official Representative***

3.3.3 Offerors shall designate a single representative which shall be the official representative for the respective Offeror, who is authorized to send and receive communications related to this RFQ and the subsequent RFP. Any request for a change to the Offeror's official representative shall be made to the USRC Representative.

3.3.4 ***Changes to the RFQ***

3.3.4.1 USRC reserves the right to modify this RFQ by issuing addendums (each, an "Addendum" and collectively, "Addendums") at any time before the SOQ Close Date, and to amend the date at its sole and absolute discretion, as required by the best interests of USRC, consistent with applicable law.

3.3.4.2 It is each Offeror's responsibility to ensure that it has obtained copies of all Addendums, including to routinely check https://www.usrcdc.com/category/rfp/ for correspondence posted by or on behalf of USRC and to ensure that those Addendums have been considered in its SOQ submission. Where revised versions of any of the RFQ documents are issued via Addendums, Offerors shall submit their SOQs using the most recent version.

3.3.4.3 Submission of a SOQ by any Offeror will be deemed an acknowledgment that it had access to and received all relevant materials, including any Addendum. USRC bears no responsibility to any prospective Offeror for its failure to receive information or review correspondence.

3.3.4.4 No oral or written response provided by USRC in connection with this RFQ will be binding on USRC, nor will it change, modify or waive the requirements of this RFQ except to the extent such response is included in an Addendum issued in accordance with this Section 3.3.3.

3.3.5 ***RFQ Questions***

3.3.5.1 Offeror shall review the RFQ carefully and submit all questions and requests for clarification in writing ("Question(s)") on the B-3 Form to the email address of the USRC Representative no later than the deadline specified in the Procurement Schedule. Offerors shall clearly indicate that the submission is a Question related to this RFQ.

3.3.5.2 Questions shall: (i) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the Question shall so note); (ii) not identify the party's identity in the body of the Question; and (iii) be submitted by only a single representative from each Offeror. Questions also must include the requestor's name, address, telephone number, email address, and the Offeror they represent.

3.3.5.3 USRC reserves the right to respond, or to not respond, to Questions. USRC may rephrase Questions as it deems appropriate and may consolidate similar Questions. USRC may also create and answer Questions independent of those submitted by third parties. All responses to Questions will be available by the date in the Procurement Schedule, and may be extended.

3.3.5.4 By submitting a SOQ, the Offeror acknowledges and agrees that any response to a Question shall not be binding unless reflected in any Addendum to this RFQ. Questions and answers are provided for the Offeror's convenience only, do not modify the documents issued with this RFQ or the subsequent RFP, and cannot be used as the basis for a claim.

3.3.6 Any Offeror with questions concerning this RFQ must forward the questions to USRC in writing in accordance with the date and time set forth in the Procurement Schedule Questions relating to all aspects of this RFQ should be directed only to the USRC Representative identified herein.

4 Confidentiality and Ownership

4.1 Confidentiality and Disclosure Statement

4.1.1 As part of the RFQ stage, each Offeror will be required to execute a Non-Disclosure Agreement ("NDA"). See **form B-4**.

4.1.2 Offerors must also comply with, and agree to, the following Confidentiality provisions:

4.1.2.1 Confidential Information. The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media, whether oral or written) not generally known and which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the efforts contemplated hereunder (the "Project" or "Purpose"), including (i) all trade secrets, methods of doing business, commercial plans, terms and conditions, or other business sensitive information, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods or merchandising techniques, plans or information, and actual or potential customer information, lists or requirements, (iv) financial information or materials, (v) cost, pricing, or revenue data, (vi) user lists and information, (vii) actual or potential vendor lists and information, (viii) procurement requirements, internal policies, and internal procedures, (ix) purchasing information, (x) manufacturing or development information, (xi) pricing policies, (xii) information about employees, independent contractors, interns, officers, directors, shareholders, investors, lenders, accountants, attorneys, and any other agents of either Party, (xiii) information about actual, under development, or what might reasonably be anticipated to be or become business and contractual relationships, (xiv) actual or potential lender, investor or partner lists and information, and (xv) other proprietary business information of either Party. "Confidential Information" as it relates to people or entities includes all contact information, including name, title, position, address, phone numbers, and email addresses. Further, "Confidential Information" includes any and all technical and non-technical information or material in which either Party has rights, opportunities, or obligations, whether or not owned or developed by such Party (or people or entities such Party may have disclosed to or received from pursuant to non-disclosure agreements).

4.1.2.2 Offeror agrees that all information furnished or disclosed by Offeror to USRC in connection with the performance of the awarded Contract: (1) is furnished or disclosed as part of consideration of the Contract; (2) shall not, unless otherwise agreed in writing by the USRC Representative, be treated as confidential or proprietary information of Contractor unless specifically marked as such, for example, hourly rates and fee information; and (3) subject to third party copyright restrictions, may be used, modified, copied or disclosed by USRC for any purpose. Generally, routine deliverables provided by the Contractor to USRC will not be considered confidential. Contractor expressly waives any and all claims against USRC and releases USRC from any and all claims relating to the use, modification, copying or disclosure of such information by USRC, its assigns, or intended beneficiaries. No employee, agent, or representative of USRC, other than the USRC Representative, is authorized to accept any information which Contractor considers to be proprietary or confidential. Offeror shall specifically mark each page of any document that it requests be kept and held confidential as "Confidential or Proprietary" for purposes of public disclosure, the Freedom of Information Act ("FOIA"), or other applicable law. Offeror agrees that USRC makes no guarantee that information provided by Offeror, including information marked as "Confidential or Proprietary", will not ultimately be disclosed when reviewed for purposes of exemptions under FOIA, other applicable law, or at the request of oversight bodies, such as the USDOT or the United States Congress.

4.1.2.3 Contractor shall (i) hold USRC's Confidential Information in trust and confidence and not disclose or release any Confidential Information to any other person or entity regardless of how it is marked, and (ii) not use the Confidential Information of USRC for any purpose whatsoever except as set forth in the Contract and/or the Contract Documents, or herein. Contractor shall disclose USRC's Confidential Information only to those of its employees, independent contractors, permitted subcontractors (including their employees and independent contractors) having a need to know such Confidential Information, provided that such persons and entities are bound by obligations of confidentiality and non-use no less restrictive that those contained herein. Upon completion or termination of the contract, or as otherwise requested by USRC, Contractor shall immediately return all such items and information to USRC or make other disposition thereof as directed by USRC. Contractor shall not make any news releases, articles, brochures, advertisements, speeches or other information releases relating to the contract without the prior written approval of the USRC Representative.

4.1.2.4 Contractor acknowledges that disclosure or use of USRC's Confidential Information without express written consent of the USRC Representative violates the Uniform Trade Secrets Act and federal Defend Trade Secrets Act. Contractor agrees not to improperly disclose third-party trade secrets or confidential information to USRC.

4.1.2.5 Contractor shall fully indemnify USRC against any and all actions, claims, liability, costs, charges, damages, and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this Section. Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that USRC shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief in respect of any such breach.

4.1.2.6 Contractor agrees that, in the event any Confidential Information of USRC is sought by subpoena, required by law or order of a court of competent jurisdiction or regulatory authority, or other process to the extent allowed by applicable law, Contractor shall notify USRC in writing immediately, but no more than three (3) days from its receipt of notice of such required disclosure in order to enable USRC to seek an appropriate protective order. Further, to the extent allowed by applicable law, Contractor shall reasonably cooperate and assist USRC in obtaining a protective order or other appropriate protection of its Confidential Information. If, nonetheless, the Confidential Information is ordered to be disclosed, Contractor shall furnish only that portion of the Confidential Information that is required legally to be disclosed, and any portion of such Confidential Information required to be disclosed shall be used only for the purposes for which a court issues an order, or for other such purposes required by law.

4.1.2.7 Contractor agrees that, in the event any of Contractor's Confidential Information in USRC's possession is disclosed to a third party pursuant to a lawful subpoena, is required to be disclosed by law (*e.g.* FOIA) or order of a court of competent jurisdiction or regulatory authority, or other process to the extent allowed by applicable law, Contractor shall hold USRC harmless for such release.

4.1.2.8 This Confidentiality Section shall survive the termination or expiration of the contract and apply to Offeror regardless of whether Offeror is ultimately awarded a contract or not.

4.1.3 By participating in this RFQ process (whether or not a SOQ is ultimately submitted), each Offeror shall be deemed to have acknowledged and agreed that any materials submitted to USRC, including SOQs, become USRC records that may be subject to production under the federal Freedom of Information Act (5 U.S.C. § 552) ("FOIA") or other similar statutory regimes applicable to USRC or any oversight body.

4.1.4 Offerors should familiarize themselves with FOIA and other state and federal laws pertaining to "trade secrets," confidentiality and exceptions to disclosure and public information. USRC will not advise an Offeror as to the nature or content of documents or other records entitled to protection from disclosure under open records laws, as to the interpretation of such laws, or as to the definition of "trade secret" or "confidential."

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4.1.5 If an Offeror wishes to submit a Question, provide any feedback, or submit a SOQ with information that it believes is confidential in nature, such Offeror shall clearly label only that portion of the text that it believes is confidential, proprietary, or trade secret protected. This designation shall be for informational purposes only and does not guarantee that USRC will withhold the designated text from production. USRC shall have no liability to any Offeror for the failure of USRC to protect confidential material provided by Offerors and will disclose its records consistent with all applicable legal requirements.

4.2 Ownership of Submitted Materials

4.2.1 All materials (including Questions and SOQs) submitted in response to this RFQ shall become the property of USRC and will not be returned.

4.2.2 USRC has the right to use any or all ideas presented in any SOQ or other information submitted in response to this RFQ or during the course of discussions and communications related to this solicitation, regardless of whether or not the Offeror participates in a future solicitation and regardless of whether the ideas are incorporated in the Project.

5 Offeror Structure and Conflicts of Interest

5.1 Structure; Limitations

5.1.1 Each SOQ shall identify the Offeror.

5.1.2 No company, or affiliate thereof, shall participate on behalf of more than one Offeror. No individuals serving in a Key Personnel role for one Offeror may serve in any capacity for another Offeror. Furthermore, any company employing one or more Key Personnel for one Offeror may not be part of another Offeror's Proposal.

5.2 Offeror Conflicts of Interest

5.2.1 USRC's goal is to protect the integrity, competitiveness, and fairness of the procurement process and avoid any circumstances where a potential Offeror obtains, or appears to obtain, an unfair competitive advantage ("Conflict of Interest"). USRC's conflict of interest requirements are set forth at 2 CFR Part 200. Accordingly, each Offeror or any employee agent, or subconsultant thereof, is responsible to determine if it has or may have a possible Conflict of Interest, or whose participation may give the appearance of a possible Conflict of Interest, in connection with this RFQ and any subsequent RFP and disclose same to USRC.

5.2.2 Each Offeror is required to disclose to the USRC Representative(s) by e-mail by no later than the deadline set forth in the Procurement Schedule any such known, discovered, potential or perceived Conflicts of Interest, both direct and indirect, with respect to itself or any company on its behalf, and include in such notification the nature of the possible conflict, all relevant facts, and steps taken or proposed, if any, to mitigate the conflict or potential conflict and a decision will be made on whether any proposed mitigation measures are adequate.

5.2.3 By participating in this procurement and by submission of its SOQ, Offerors acknowledge a continuing obligation throughout the procurement to identify and divulge any known, discovered, potential or perceived Conflicts of Interest or the appearance thereof whether actual or not, both direct and indirect, and to comply with USRC's policies regarding Conflicts of Interest as set forth herein.

5.2.4 If USRC becomes aware of a Conflict of Interest, USRC's Representative (or its designee) will have the right, but not the obligation, to notify the Offeror and request a response with Offeror's proposed course of action to remedy any potential or actual Conflict of Interest.

5.2.5 USRC shall endeavor in its actions to be reasonable, consistent, and act in good faith in issuing notices, warnings, grants of remedy, disqualifications, dismissals, and declarations of a Conflict of Interest. At no time shall an Offeror be allowed to continue in this procurement when Conflicts of Interest are determined to exist unless and until corrective action plans are developed, approved, and implemented, in USRC's sole discretion.

5.2.6 Without limiting any of USRC's rights, Offeror acknowledges that USRC may find an Offeror to be non-responsive or to dismiss or disqualify an Offeror if USRC determines that an Offeror has not been forthcoming about any such known, discovered, potential, or perceived Conflicts of Interest, whether direct or indirect.

5.2.7 If ultimately identified as the Selected Offeror, Offerors acknowledge that they will be required to complete or update, as applicable, confidentiality and Conflict of Interest forms, and such assessments, as a condition to execution of the Services Agreement.

5.2.8 USRC reserves the right to disqualify an Offeror in its entirety if, in USRC's sole and absolute discretion, any interest disclosed from any source creates a Conflict of Interest or gives the appearance of a Conflict of Interest with respect to such Offeror's participation in this procurement process or, without limiting USRC's disqualification right, USRC may require the Offeror to take actions to mitigate the conflict as a pre-condition to further participation in this procurement. USRC's determination regarding an Offeror's Conflict of Interest shall be final.

5.3 <u>Restricted Parties</u>

5.3.1 The following entities and individuals, (each, a "Restricted Party"), will be precluded from submitting a SOQ in response to this RFQ and from participating as a subconsultant or subcontractor on behalf of an Offeror:

5.3.1.1 Any entity that is or has been contracted by USRC to serve as an advisor or technical consultant in the development of this RFQ or the Project, including any subcontractors or subconsultants who have provided such services for the Project;

5.3.1.2 Any entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control, or management with any of the foregoing entities;

5.3.1.3 Any company or individual that has or had access to non-public information regarding this Project or this procurement; and

5.3.1.4 Any individual who (i) is actively employed or engaged by USRC, (ii) any individual engaged by USRC who was integrally involved in the development of procurement documents, evaluation criteria, technical criteria, financial criteria, or Project documents for any Project, or who took any direct action related to the Project.

5.3.2 USRC may, in its sole and absolute discretion, add to or amend any list of Restricted Parties.

5.3.3 Where an entity believes it should not be designated as a Restricted Party, such entity may contact USRC's Representative with information as to why such entity should not be precluded from participation in this procurement. USRC's Representative reserves the right to request additional documentation or information to make a determination, and will notify the entity of USRC's decision, which shall be at its sole discretion.

5.4 Collusion

5.4.1 An Offeror shall not discuss or communicate, directly or indirectly, with any other Offeror in any way whatsoever regarding the preparation of its own SOQ or the SOQs of other Offerors. Offerors shall prepare and submit their SOQs independently and without any knowledge, comparison of information or arrangements, direct or indirect, with any other Offeror. This obligation extends to the Offeror's respective advisors, employees, and representatives. Evidence of collusion among Offerors shall be grounds for elimination of any Offeror who is a participant in such collusion from consideration.

5.5 Disclosure of Ownership

5.5.1 If any Offeror has a direct or indirect ownership interest in (or intends to acquire such an ownership interest in the future in) any entity on another Offeror team, this ownership interest must be immediately disclosed in writing to USRC's Representative. USRC will then evaluate whether this ownership interest could potentially affect fair competition in this procurement and, at its sole discretion, may preclude such entity from participation in this procurement.

5.6 Organizational Changes

5.6.1 USRC will rely on the identity and qualifications of the Offerors, including when evaluating SOQs and shortlisting Offerors.

5.6.2 Following submission of SOQs, USRC will not permit Offerors to reorganize or change Key Personnel or other aspects of their teams or to permit the same to occur, except in each case with USRC's prior written consent. Each of the following will be considered an "Organizational Change":

5.6.2.1 Addition, deletion, or substitution of a Key Personnel identified in a SOQ; and/or

5.6.2.2 Direct or indirect change in majority beneficial ownership or control of any Offeror or subcontractor on its behalf.

5.6.3 To that end, Offerors are advised that they shall carefully consider the selection of the Key Personnel and their identification in the SOQ to reduce the likelihood of any such Organizational Change during the procurement process. Shortlisted Offerors may only make an Organizational Change with the consent of USRC, which may be given at its sole discretion. Prior to making any Organizational Change, the Shortlisted Offeror must submit a request for the Organizational Change to the USRC Representative(s) with the reason for the Organizational Change and supporting documentation or qualifications for the Change.

5.6.4 While USRC reserves the right, in its sole discretion, to withhold approval for an Organizational Change, USRC may consider whether a proposed Organizational Change would:

5.6.4.1 Render the Offeror materially different from or less qualified than the Offeror originally selected as a Shortlisted Offeror;

5.6.4.2 Result in any actual, perceived, or potential organizational Conflict of Interest;

5.6.4.3 Cause the Offeror to be in violation of another provision of this RFQ (or the subsequent RFP); and/or

5.6.4.4 Any other factors that USRC considers relevant.

5.6.5 Changes without USRC's prior written approval will result in disqualification of the Offeror from any further participation in the procurement.

5.6.6 USRC will act reasonably in its determination should any sought change be requested and arise directly out of the retirement, death, disability, incapacity, injury, or voluntary termination of employment of any individual person, or the insolvency, bankruptcy, or debarment/suspension, or any entity, in which case, Offeror seeking a change should include information both as to the proposed changed individual person or entity, but also evidence of the foregoing.

6 RFQ Response; SOQ Submission Format and General Requirements

6.1 Overview

6.1.1 Each Offeror shall submit a SOQ in accordance with the terms of this RFQ. It is the Offeror's responsibility to carefully examine the entirety of the RFQ, including any Addendum, and to exercise care when completing and submitting all required information.

6.1.2 All SOQs must be electronically sent to bids@usrcdc.com by the SOQ Close Date specified in the Procurement Schedule. Each SOQ shall be sent as one .pdf searchable file with "SOQ WUS Exterior Lighting" and the name of the Offeror as part of the file name.

NOTE: Do not email bids to any other email address other than bids@usrcdc.com. i.e. Do not send SOQ directly to any USRC Representative or other USRC employee.

6.1.3 Any SOQs received after the SOQ Close Date and time will be considered non-responsive.

6.1.4 When completing forms provided by USRC, Offerors may enlarge the response boxes to ensure that there is sufficient space for their response or copy a form or part thereof to provide a response in respect of multiple parties. Offerors must not alter or amend the form in any other way and must not make any alterations to the questions asked. Offerors should not include general marketing or promotional material as answers to any of the questions unless specifically requested to do so.

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6.1.5 Unless expressly and specifically indicated otherwise in any section of this RFQ, all documents and materials submitted as part of Offeror's SOQ must be in the following format:

6.1.5.1 In the English language;

6.1.5.2 Font in Times New Roman or Arial at size of 12 pt. on 8½ x 11-inch page layouts, except for organizational charts which may be submitted on an 11" x 17" page layout;

6.1.5.3 Provided in .pdf format and be .pdf searchable, with each page of the .pdf sequentially numbered;

6.1.5.4 Adheres to any prescribed page limits which are identified in square brackets and are deemed to include words included in any tables and/or graphics;

6.1.5.5 Organized into sections corresponding to those Sections in the Table set forth in
6.2.2 and each section shall be separated by a tab or blank sheet; and

6.1.5.6 Responses to questions in Section 6.6 shall include the text of the questions and use the same question numbers set forth below.

6.1.6 The entire content of the Offeror's SOQ shall be submitted in writing, and the content of web sites or other external documents referred to in the Offeror's SOQ will not be considered for evaluation unless submitted in their entirety as part of the SOQ.

6.2 SOQ Contents for Evaluation Purposes

6.2.1 Offerors shall submit their SOQs with the content organized as shown in the chart below. All SOQs shall include a table of contents identifying the page numbers for the start of each section listed in the chart.

6.2.2 The substance of each section of the SOQ must conform to the following:

	Required Contents	RFQ Reference Section
	Cover Letter	Section 6.3
	Forms and Business Documents	Section 6.4
	Organizational Structure	Section 6.5
	Selection Questions	Section 6.6

6.3 <u>Section 1: Cover Letter</u>

6.3.1 Each Offeror shall submit a Cover Letter containing the following information:

6.3.1.1 Identifying the company that is the Offeror;

6.3.1.2 Stating the Offeror's intent to be selected as a Shortlisted Offeror for an opportunity to participate in the second step of the procurement process;

6.3.1.3 Confirming that the SOQ is compliant with the requirements set forth in this RFQ; and

6.3.1.4 Executed digitally by the Offeror's official representative, where electronic signatures, and delivery of original signatures by electronic means, shall be deemed original signatures and shall have the same legal and binding effect as an original signature.

6.4 <u>Section 2: Forms and Business Documents</u>

6.4.1 Each Offeror shall complete and execute (as applicable) all forms attached to this RFQ in **Exhibit B.**

6.4.1.1 Each Offeror shall also submit formation documents applicable to such entity (including, but not limited to, certificates of incorporation, articles of organization, certificate of partnership, business registration documentation, etc.), authorization to do business in the State where the company is organized, and documentation of any required licenses. For the avoidance of doubt, the number of pages in the formation documents shall not count towards the page limits set forth in Section 6.5.1 below.

6.5 <u>Section 3: Organizational Structure</u>

6.5.1 Each Offeror shall provide:

6.5.1.1 A narrative description of the organizational structure and understanding of the project **[1 page limit]**.

6.5.1.2 An organizational chart of the proposed organizational and management structure on a page layout no larger than 11x17 **[1-page limit]**.

6.5.1.3 Firm background, size, office location(s), years in business, and overall capacity, including bonding capacity, to perform the work **[1-page limit].**

6.5.1.4 Relevant project experience, including at least three comparable projects, with a brief description of the scope, historic conditions, constraints, schedule, and outcomes **[6-page limit].**

6.5.1.5 Specific experience working in active event, public assembly, transportation, or similarly occupied spaces where phasing and operational coordination were critical **[2-page limit]**.

6.5.1.6 A brief narrative describing the firm's proposed approach to phasing, event coordination, and schedule management for this Project. Provide any insight from previous projects that may be applied to this project. **[3-page limit].**

6.5.1.7 The resumes of the Project Executive and Project Manager "Key Personnel" required in connection with delivery of the Services. The resumes must include, at a minimum: employer, names and dates of past Projects, title/role served on such Projects, client/agency name for each Project, dates assigned to such Projects, their responsibilities on the Project, licenses/educational history, and client references. **[6-page limit].**

6.5.1.8 Client references for similar projects, including contact name, title, phone number, and email address **[1-page limit].**

6.5.1.9 The Offeror may review the Exhibits and specifically the General Provisions in their entirety and identify any provisions it anticipates will require negotiation during the RFP stage. The Offeror should identify the name of the section, the section citation, and outline its concerns with the existing provision. Offerors should focus on the most significant items of concern as part of the RFQ stage.

Note: A response to this question is optional during this initial RFQ stage. Shortlisted firms will be required to provide a detailed response to this question as part of their RFP submission. **[3-page limit]**

7 Evaluation Criteria and Selection Process

7.1 Evaluation Process Overview

7.1.1 Each SOQ will be reviewed and evaluated by USRC using a two-step evaluation process. A SOQ must pass the Minimum Requirements in the first step to be further evaluated in the second step.

7.2 Step 1: Minimum Requirements (Pass/Fail)

7.2.1 USRC will perform a pass/fail evaluation of each SOQ based on the following "Minimum Requirements":

7.2.1.1 **Completeness**: The SOQ conforms to the RFQ requirements and includes all required materials and submissions in Section 6.

7.2.1.2 **Timeliness**: The SOQ was submitted on or before the SOQ Close Date.

7.2.1.3 **Capacity**: The Offeror has presented evidence that its organization is authorized to perform the services in the State/District in which it is licensed.

7.2.1.4 **Responsibility**: Neither the Offeror nor any proposed Subcontractors are currently disqualified, removed, debarred, or suspended from performing or bidding on work for the United States government, any State or Territory of the United States, or any local government.

7.2.1.5 **Supplemental General Provisions**: The Offeror has submitted Form B-4 as part of its SOQ and accepted the terms therein as evidenced by its signature.

7.2.2 USRC will review SOQs to determine whether the SOQ has passed or failed each of the Minimum Requirements and is eligible to move to the second step of the evaluation process. SOQs not satisfying each criterion set forth above will be excluded from further consideration.

7.2.3 An error, deficiency, or omission in meeting the Minimum Requirements will not result in the SOQ being automatically deemed non-compliant and given no further consideration. USRC, at its sole discretion, may allow certain deficiencies in the SOQ to be corrected through clarification. Upon such request from USRC, the Offeror shall remedy the error, deficiency, or omission to USRC's satisfaction within two (2) business days from the time the Offeror receives a written request to do so. If the Offeror fails to remedy the error, deficiency, or omission to USRC's satisfaction in that time period, the Offeror's SOQ will be deemed noncompliant, and it shall not be considered further in the evaluation process.

7.3 <u>Phase 2: Technical Evaluation - Selection Questions and Information Disclosure</u>

7.3.1 Each SOQ that meets the Minimum Requirements will be evaluated by a Selection Committee that will perform a qualitative evaluation of the SOQs in accordance with the Evaluation Criteria set forth in Section 7.3.2 below.

7.3.2 **Evaluation Criteria.** The primary evaluation criteria are listed below:

7.3.2.1 ***Prior Experience***: Has the Offeror demonstrated the depth of its experience and successful delivery on prior Projects? USRC will evaluate the response, as well as the quality, relevance, and success of the Reference Projects.

7.3.2.2 ***Key Personnel***: Do the proposed Key Personnel have the qualifications and experience required for this Project? USRC will evaluate the resumes for each Key Personnel, including the required length of experience and work on relevant projects.

7.3.2.3 ***Understanding of the Services***: Has the Offeror demonstrated a thorough understanding of the services required for this Project? USRC will evaluate the Cover Letter and the response.

7.3.2.4 ***Resourcing Capacity***: Has the Offeror demonstrated resource availability and high level of commitment in support of the Project? USRC will evaluate the response.

7.3.2.5 ***Exhibits Comments***: The extent of comments to the exhibits will be reviewed. If comments are provided, USRC will evaluate the thoughtfulness and reasonableness of the comments provided.

7.4 Rights During the Evaluation Process

7.4.1 If USRC identifies information that is inaccurate or incomplete, or information that it believes may be inaccurate or incomplete, USRC may notify the Offeror and provide an opportunity for the Offeror to clarify or confirm the information provided within a timeframe established by USRC. If a response is not received within such timeframe, USRC may, at its discretion, determine that the SOQ has not met the Minimum Requirements.

7.4.2 USRC may request additional information or supporting documentation from an Offeror regarding any aspect of its SOQ, including, without limitation, with respect to any Projects/Projects referenced, Key Personnel identified and their qualifications, and back-up information regarding the financial information provided. If a response is not received within a timeframe established by USRC, USRC may, at its discretion, determine that the SOQ has not met the Minimum Requirements.

7.4.3 The evaluation of all SOQs will be conducted at the discretion of USRC, with assistance from project partners and any other professionals or advisors USRC may delegate.

7.5 Shortlisting

7.5.1 Based upon the evaluations, each member of the Selection Committee will assign a numerical score based on the criteria set forth in Section 7.3.2. USRC intends to shortlist the highest scoring two (2) to four (4) Offerors, although it reserves the right to select more or fewer at its sole discretion.

7.5.2 USRC will make the final determinations of the Shortlisted Offerors, as it deems appropriate, in its sole discretion, and in the best interests of the Project. Each Offeror will be notified in writing by the USRC Representative whether or not it has been selected as a Shortlisted Offeror.

8 Reservation of Rights/Disclaimer

8.1 No Protests

8.1.1 USRC's selection of the Shortlisted Offerors will not be appealable, reviewable, or reopened in any way. By responding to this RFQ, Offerors waive any right of protest for non-award. Offerors participating in this procurement will be deemed to have accepted this condition and the other requirements of this RFQ by their submission of a SOQ.

8.2 Reservation of Rights

8.2.1 Notwithstanding anything to the contrary set forth herein, to the maximum extent permissible under applicable law, USRC reserves to itself all rights expressly set forth in any section, exhibit or provision of this RFQ, or available under applicable law, with or without cause and with or without notice, exercisable individually or collectively in USRC's sole and absolute discretion, including, without limitation, the right to:

8.2.1.1 Modify, amend, or terminate the procurement process to address applicable law, any concerns of any governmental agency, and/or the best interests of USRC;

8.2.1.2 Revise the scope, type, structure, and specific terms of this RFQ by Addendum;

8.2.1.3 Identify additional or modify the Services during the procurement process;

8.2.1.4 Develop any project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary;

8.2.1.5 Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by USRC of a definitive agreement, without incurring any cost obligations or liabilities;

8.2.1.6 Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP;

8.2.1.7 Refrain from shortlisting any Offeror responding to this RFQ;

8.2.1.8 Decline to issue or delay the issuance of an RFP;

8.2.1.9 Reject any or all SOQs received at any time;

8.2.1.10 Modify any or all dates set or Projected in this RFQ by Addendum;

8.2.1.11 Terminate evaluations of SOQs received at any time;

8.2.1.12 Issue Addendum to this RFQ;

8.2.1.13 Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in the SOQ evaluation;

8.2.1.14 Increase/add or decrease/delete from Offeror responsibilities submission of information required under this RFQ and to increase/add or decrease/delete the information contained in this RFQ;

8.2.1.15 Require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the Services described in this RFQ;

8.2.1.16 Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;

8.2.1.17 Waive deficiencies, nonconformances, irregularities, and/or clerical mistakes in a SOQ, accept and review a non-conforming SOQ, or permit clarifications or supplements to a SOQ;

8.2.1.18 Disqualify any Offeror that changes its SOQ or makes Organizational Changes without USRC's approval;

8.2.1.19 Disqualify any Offeror under this RFQ for violating any rules or requirements of the solicitation set forth in this RFQ or in any other communication from the USRC Representative(s);

8.2.1.20 Add to the shortlist of Offerors any Offeror that submitted a SOQ in order to replace a previously Shortlisted Offeror that subsequently withdraws or is disqualified from participation in this solicitation;

8.2.1.21 Use materials submitted in response to or in connection with this RFQ for any purpose;

8.2.1.22 Interview Offerors or facilitate confidential one-on-one meetings with Offerors prior to selection of the shortlist;

8.2.1.23 Not shortlist an Offeror based on the Offeror's experiences with USRC or client references if the Offeror:

8.2.1.23.1 Was previously given a "Notification of Award" of contract by USRC and defaulted in proceeding with the services of the contract;

8.2.1.23.2 Failed or refused to comply with any applicable federal, state or locals law governing a bid or a prior contract with any of its clients;

8.2.1.23.3 Had a previous contract with any client that was terminated for default within the past year; or

8.2.1.23.4 Is an affiliate of or successor to any person, company, or entity with a Conflict of Interest.

8.2.1.23.5 Take any other actions that may be in the best interests of USRC or the Project.

8.3 Certain Disclaimers

8.3.1 USRC shall not be liable for any costs incurred by the Offeror in the preparation, submittal, presentation, or revision of its submitted information, or in any other aspect of the Offeror's pre-information submittal activity. No Offeror is entitled to any compensation pursuant to this RFQ.

8.3.2 Neither USRC nor any of their respective officers, agents, employees, directors, managers, trustees, or commissioners) shall have any personal liability with respect to any term or provision in this RFQ or any statements made here.

[Remainder of Page Intentionally Left Blank]

Exhibit A – Scope of Services

The scope generally includes lighting improvements to the south exterior elevation facing Columbus Circle, as well as portions of the west and east elevations. The façade lighting consists of several layered lighting strategies, including field lighting from existing street-pole locations, in-ground uplighting, and a variety of discreet lighting elements to accentuate architectural details.

The exterior colonnade—including the Carriage Porch, Main Entry Portico, Executive Portico, and connecting Loggia—will be illuminated through a combination of upgraded existing fixtures and new fixtures. The work will include the integration of new lighting equipment and associated infrastructure while maintaining the architectural integrity and historic character of the station.

Associated electrical work, including wiring, conduit, sub-panel modifications, controls and networking will be required.

The lighting scope includes upgraded optics within historic fixtures, new light fixtures to replace existing fixtures and additional new fixtures. The intent is to provide more consistent lighting throughout the space to meet regulatory lighting level requirements, increase security and accentuate the historic components of the building. The extent of the work is further described below:

1. Modifications to the internal optics of the historic sconces;

2. Modifications to the internal optics of the historic dome lights;

3. Modifications to the internal optics of the historic globe lights;

4. Replacement of Twin-20 pole lights with the added façade lighting, including a new armature to attach façade lighting;

5. Linear LED fixture mounted to up-light or backlight existing architecture. All wiring to be concealed from public view;

6. New in-ground light fixtures to up-light lower portion of select façade elements;

7. Exterior spot lights mounted to new steel support on roof for additional Façade field lighting;

8. Low profile linear LED lighting at each step of the four stone ziggurats on the roof of the station;

9. All electrical power is to be fed from existing electrical closets/rooms including, but not limited to, modifications to existing panels, new panels and new conductors;

10. All power/data convertors and control devices are to be located within back of house spaces or out of view from the ground level; and

11. All necessary façade lighting controls.

Washington Union Station is a federally-owned building located in a prominent location subject to occasional unanticipated high-security events and activities. During these times, all work by the Contractor shall cease and all Contractor personnel may be required to vacate the area.

Exhibit B – Forms

B-1 – Representations and Certifications

B-2 – Conflict of Interest Disclosure

B-3 – Supplemental Provisions Acknowledgement

B-4 – Non-Disclosure Agreement (NDA)

Exhibit B-1 – Representations and Certifications

I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor any of its Principals:

Are presently excluded, debarred, suspended, proposed for debarment, declared ineligible, or disqualified by any government agency.
Yes:☐ No:☐

Have within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) or private agreement or transaction; violation of Federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, violating Federal criminal tax laws; or receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects present responsibility.
Yes:☐ No:☐

Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with, commission of any of the offenses listed in the preceding paragraph of this provision.
Yes:☐ No:☐

Have had one or more public transactions (Federal, state, or local) terminated within the preceding three years for cause or default:
Yes:☐ No:☐

For the purposes of this certification, “Principals” means: officers; directors; owners; partners; and persons having primary management or supervisory responsibility within the business entity, including managers, department or division heads, and other like positions; and any consultant or other person, whether or not employed by the Offeror, who is in a position to handle funds related to the services sought under this RFQ, influence or control the use of such funds, or occupies a technical or professional position capable of substantially influencing the development or outcome of the services to be performed.

If any response above is “Yes,” meaning the condition described exists, please provide a written explanation to USRC.

II. Lobbying Certification

The Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of, or any action relating to, any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this offer or any contract awarded as a result of this RFQ or any subsequent solicitation, the offeror shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The Offeror agrees to include the language of this certification in all subcontract awards under any resulting contract at any tier and require that all recipients of subcontract awards in excess of $100,000 certify and disclose lobbying activity accordingly.

III. Covered Telecommunications Certification:

The Offeror certifies that, in accordance with 2 CFR 200.216, it shall not obligate or expend funds received under any contract resulting from this RFQ or any subsequent solicitation to:

(1) procure or obtain covered telecommunications equipment or services;

(2) extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

For purposes of this certification, “covered telecommunications equipment or services” has the same meaning as in 2 CFR 200.216, incorporating Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. No. 115-232):

(1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) telecommunications or video surveillance services provided by such entities or using such equipment;

(4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; and

(5) any system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

IV. Buy America/Domestic Preference Acknowledgment:

The Offeror acknowledges that the project is funded in whole or in part by federal financial assistance and is subject to applicable domestic preference requirements, including 2 CFR 200.322 and any additional applicable Federal Railway Administration domestic preference requirements.

The Offeror further acknowledges that compliance with such requirements will be a condition of any resulting contract or agreement.

V. Review of Technical Specifications and Procurement Documents Acknowledgement:

The Offeror acknowledges that, in accordance with 2 CFR 200.325, the Federal awarding agency and/or pass-through entity may review technical specifications and procurement documents related to procurements under the Federal award.

If selected for award under a resulting contract, the Offeror agrees to provide access to technical specifications, procurement documentation, and related materials upon request by USRC, pass-through entity, or the Federal awarding agency, as applicable.

VI. Representations of Authority and Accuracy:

The Offeror certifies that the information contained in this form is true, accurate, and complete to the best of its knowledge.

The Offeror represents that it is duly organized, validly existing, and authorized to conduct business in all jurisdictions necessary for performance of any resulting contract. The Offeror further represents that it has the authority to submit its qualifications and, if selected, to enter into a resulting contract.

The Offeror represents that the individual making and submitting these certifications and representations is duly authorized to act on behalf of the Offeror.

The Offeror acknowledges that these certifications and representations may be subject to disclosure, audit, or transmission to the Federal awarding agency or pass-through entity in accordance with applicable federal requirements.

Name:____

Title:____

Signature: _____________________________________

Date: ____

Exhibit B-2 – Conflict of Interest Disclosure

I. Purpose

This Conflict of Interest Disclosure and Certification ("Disclosure") is provided in connection with this Request for Qualifications and to support USRC's evaluation of offerors in a manner consistent with applicable conflict of interest standards, including those reflected in 2 CFR 200.318, and USRC's internal policies.

II. Definition of Conflict of Interest

For purposes of this Disclosure, a "Conflict of Interest" includes any actual, potential, or apparent conflict that could impair, or appear to impair, the Offeror's objectivity or create an unfair advantage in connection with this procurement. When making the Disclosure, the Offeror must consider whether any of the following circumstances exist:

(a) Personal and Financial Conflicts. Conflicts arising from financial, familial, personal, or other relationships between the Offeror (including its Principals, employees, agents, and subcontractors) and USRC, or any of USRC's officers, directors, employees, or agents involved in this procurement, including members of such individuals' immediate families. Without limiting the foregoing, a Conflict of Interest also includes any situation in which, to the Offeror's knowledge, (i) a USRC officer, employee, agent, director, board member, immediate family member, or partner, or (ii) an organization that employs or is about to employ any such person, has a financial or other interest in, or would receive a tangible personal benefit from, the Offeror, any of its Principals, or any affiliated organization.

(b) Offeror Organizational and Affiliate Relationships. Conflicts arising from relationships between the Offeror and any parent company, affiliate, subsidiary, or other related organization that may render the Offeror unable, or appear unable, to act impartially, perform objectively, or avoid an unfair competitive advantage in connection with this procurement.

(c) Other Conflicts Affecting Competitive Fairness. Conflicts arising from the Offeror's business activities, relationships, or access to information, including situations in which the Offeror:

(i) participated in the development, drafting, or preparation of specifications, statements of work, or other procurement requirements related to this solicitation;

(ii) has access to non-public or source selection information that may provide a competitive advantage; or

(iii) has other interests or relationships that may impair its ability to perform work in an impartial and objective manner.

III. Disclosure of Relationships and Conflicts

The Offeror shall disclose to USRC any actual, potential, or apparent Conflict of Interest as defined in Section II. Each Disclosure shall include:

1. the individuals and entities involved;
2. the nature of the relationship or conflict; and
3. any proposed mitigation or management measures.

The Offeror shall either disclose any Conflicts of Interest or indicate that none exist.

IV. Gifts and Gratuities

The Offeror certifies that it has not provided, and will not provide, any gifts, gratuities, favors, or anything of monetary value to any USRC personnel involved in the procurement or selection process.

V. Ongoing Disclosure Obligation

The Offeror agrees that if any actual, potential, or apparent Conflict of Interest arises or becomes known during the procurement process or the performance of any resulting contract, the Offeror will promptly disclose such Conflict of Interest in writing to USRC.

The Offeror further agrees to reasonably cooperate with USRC in the evaluation and, as applicable, mitigation, management, or elimination of any such Conflict of Interest.

VI. Certification

The Offeror represents that it has conducted a diligent internal review to identify any actual, potential, or apparent Conflicts of Interest.

The Offeror certifies that, to the best of its knowledge and belief, all relevant facts relating to any actual, potential, or apparent Conflicts of Interest have been fully and accurately disclosed in this Disclosure and that, except as disclosed, no such Conflicts of Interest exist.

The Offeror further certifies that this Disclosure is true, accurate, and complete and that the undersigned is duly authorized to make this certification on behalf of the Offeror.

Name:____

Title:____

Signature: ____

Date: ____

Exhibit B-3 – Supplemental Provisions Acknowledgement

The Offeror acknowledges that any agreement resulting from this RFQ or subsequent RFP may be funded, in whole or in part, with federal financial assistance funds and therefore subject to applicable federal laws and regulations, including relevant terms in 2 C.F.R. Part 200 (Uniform Guidance), the Notice of Funding Opportunity ("NOFO"), the terms and conditions of the federal award, and any applicable agency-specific requirements.

The Offeror further acknowledges that, as a condition of contract, it will be required to accept and comply with such provisions as applicable to the goods or services being procured.

Name:____

Title:____

Signature: _____________________________________

Date: ____

Union Station
REDEVELOPMENT CORPORATION

Exhibit B-4 – Non-Disclosure Agreement (NDA)

Confidentiality and Non-Disclosure Agreement

1. In connection with the engagement, or to evaluate the potential engagement, of the undersigned in one or more capacities to provide services to Union Station Redevelopment Corporation ("**USRC**") in connection with the Washington Union Station Exterior Façade & Colonnade Lighting Project at the property commonly known as Union Station (the "**Property**"), it may be necessary for USRC to disclose to ________________ ("**Offeror**"), or for Offeror to disclose to USRC, Confidential Information (as defined below). As a condition to the Recipient's receipt of any Confidential Information, the Recipient shall, and hereby agrees to, treat all such Confidential Information strictly confidential in accordance with the terms of this letter agreement (hereafter, this "**Agreement**"):

2. Confidential Information. As used herein, The term "**Confidential Information**" shall mean any and all information or proprietary materials (in every form and media, whether oral or written) not generally known and which has been or is hereafter disclosed or made available by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the efforts contemplated hereunder (the "Project" or "Purpose"), including (i) all trade secrets, methods of doing business, commercial plans, terms and conditions, or other business sensitive information, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods or merchandising techniques, plans or information, and actual or potential customer information, lists or requirements, (iv) financial information or materials, (v) cost, pricing, or revenue data, (vi) user lists and information, (vii) actual or potential vendor lists and information, (viii) procurement requirements, internal policies, and internal procedures, (ix) purchasing information, (x) manufacturing or development information, (xi) pricing policies, (xii) information about employees, independent contractors, interns, officers, directors, shareholders, investors, lenders, accountants, attorneys, and any other agents of either Party, (xiii) information about actual, under development, or what might reasonably be anticipated to be or become business and contractual relationships, (xiv) actual or potential lender, investor or partner lists and information, and (xv) other proprietary business information of either Party. "Confidential Information" as it relates to people or entities includes all contact information, including name, title, position, address, phone numbers, and email addresses. Further, "**Confidential Information**" includes any and all technical and non-technical information or material in which either Party has rights, opportunities, or obligations, whether or not owned or developed by such Party (or people or entities such Party may have disclosed to or received from pursuant to non-disclosure agreements). Notwithstanding the foregoing, information provided by the Disclosing Party will not constitute Confidential Information if such information (i) is or becomes generally available to the public other than as a result of a disclosure by or through Recipient or any of its directors, officers, members, partners, employees, agents, affiliates or independent contractors (individually, a "**Recipient Party**" and, collectively, the "**Recipient Parties**"), in contravention of this agreement, (ii) was not created by or for the Disclosing Party and was already available to, or in the possession of, Recipient prior to its disclosure to Recipient by the Disclosing Party, (iii) is or becomes available to Recipient from a source (other than the Disclosing Party) not bound, to the knowledge of Recipient, by any legal or other obligation prohibiting the disclosure to Recipient by such source of Confidential Information, or (iv) is or becomes independently developed by Recipient, other than for the Disclosing Party, without violation of its obligations hereunder.

3. Standard of Care. Recipient shall protect the Confidential Information by using at least the same degree of care to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information, but in no event less than a reasonable degree of care.

4. Restrictions on Use and Disclosure. Recipient agrees that it will use all Confidential Information exclusively for the purpose of its work for or with the Disclosing Party, as applicable. Recipient further agrees that it will not disclose Confidential Information to any third party; provided, however, that Recipient may, without liability, disclose Confidential Information (i) to any Recipient Party who needs to know such Confidential Information for the purpose of performing work requested by or agreed in writing to be provided to the Disclosing Party, as applicable, (it being understood and agreed that Recipient will advise such persons of the confidential nature of such Confidential Information and Recipient will direct such persons to maintain the confidentiality of such Confidential Information in accordance with the terms hereof), (ii) to the extent requested by a subpoena, judicial, administrative process or reasonably necessary in order to comply with applicable laws, rules, regulations, orders or similar requirements, and (iii) to make any disclosure of such information to which the Disclosing Party has given its prior written consent. In the event that Recipient desires to disclose Confidential Information under the circumstances contemplated by clause (ii), Recipient will (a) provide the Disclosing Party with prompt notice thereof, (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such disclosure, and (c) reasonably cooperate with the Disclosing Party in any attempt that the Disclosing Party may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information. However, Recipient shall not be obligated to suffer civil or criminal liability to prevent disclosure of Confidential Information required by a subpoena, judicial, regulatory or administrative process.

5. Return of Confidential Information. Recipient acknowledges and agrees that all Confidential Information, including any permitted copies (i.e., only those copies that are approved in writing by the Disclosing Party or reasonably required as part of an agreement between the parties hereto) or excerpts thereof, if any, shall be and remain the property of the Disclosing Party at all times. Recipient agrees that all written Confidential Information and all copies thereof will be returned to the Disclosing Party and/or destroyed promptly upon (and in no event later than within fifteen (15) business days after) the Disclosing Party's written request and, if requested, Recipient agrees (i) to provide evidence reasonably satisfactory to the Disclosing Party of such return, delivery and/or destruction, and (ii) to certify in writing to the Disclosing Party that it has satisfied its obligations hereunder. Notwithstanding such return and/or destruction of Confidential Information, Recipient will continue to be bound by the terms of this Agreement for the time period set forth herein, as applicable.

6. No Representations or Warranties; No License Granted. All Confidential Information is provided "as is." In providing any Confidential Information to Recipient, the Disclosing Party makes no representations or warranties of any kind or nature, whether express or implied, nor shall the Disclosing Party incur any liability or obligation to Recipient by reason of any such Confidential Information. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in Recipient any right, title, interest, or license in Confidential Information or, without limiting the generality of the foregoing, to the inventions, patents, copyrights, trademarks, service marks, technical data, computer software or software documentation of the Disclosing Party. The Disclosing Party shall, in its sole discretion, provide Confidential Information to the Recipient as is necessary or appropriate. Nothing in this Agreement obligates the Disclosing Party to make any particular disclosure of Confidential Information. The Recipient acknowledges and agrees that neither the Disclosing Party nor any of its

shareholders, directors, officers, employees, representatives or professional advisors will have any liability to the Recipient resulting from its use of the Confidential Information or from any errors or omissions in the Confidential Information. Other than as expressly contained herein, only those representations and warranties which are made in a final definitive agreement regarding a transaction with the Disclosing Party, when, as and if executed, will have any legal effect.

7. Remedies. Recipient acknowledges and agrees that a threatened or existing breach of any provision of this Agreement by Recipient or by any Recipient Party or any other person or entity engaged or employed by or otherwise under the direction and/or control of Recipient would cause the Disclosing Party irreparable injury for which it cannot be adequately compensated by monetary damages and which would have no adequate remedy at law. Accordingly, Recipient agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to the Disclosing Party, to equitable relief, including, without limitation, specific performance and/or any injunctive relief, without the necessity of posting a bond or proving actual damages, to enjoin Recipient, and any other involved party, from committing or continuing a violation of this Agreement, In addition, the Disclosing Party shall be entitled to such damages and reasonable attorneys' fees as may be caused by reason of the threatened or existing breach of this Agreement by Recipient.

8. No Obligation to Transact. Both parties hereto agree that neither of the parties hereto will be under any obligation of any kind whatsoever with respect to any transaction, including, without limitation, a transaction related to the Property, by virtue of this Agreement except for the matters specifically agreed to herein. Each party hereto further acknowledges and agrees that the other party reserves the right, in its sole discretion, to reject any and all proposals with regard to a transaction between the parties and to terminate discussions and negotiations at any time. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, or any obligation of the parties to enter into any agreement.

9. No Waiver. Neither any course of dealing nor any failure or delay on the part of the Disclosing Party to exercise any of it rights, remedies, and/or recourse following any default or breach of this Agreement will operate as a waiver of any such default or breach or prevent the exercise of any such rights, remedies, and/or recourse at any time.

10. JURY TRIAL WAIVER. ALL PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.

11. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflicts of laws principles thereof. Any suit brought hereon shall be brought exclusively in the Superior Court for the District of Columbia or the United States District Court for the District of Columbia.

12. Assignment. Recipient may not assign this Agreement or delegate any of its duties and obligations under this Agreement, all of which is expressly prohibited. Any attempted assignment or delegation shall be void ab initio. This Agreement shall inure to the benefit of the Disclosing Party's successors and assigns.

13. Survival. The obligations of this Agreement as to the Confidential Information shall last for a period of one (1) year from the Effective Date.

14. Authority. The undersigned individuals for both parties represent and warrant that they have been duly authorized and have full authority to enter into this Agreement on behalf of the applicable party.

15. Entire Agreement; Amendments; Severability. This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding the subject matter contained in this Agreement. If any provision, sentence, clause, phrase, word or part of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such holding shall not invalidate, affect or render unenforceable any other provision, sentence, clause, word or part hereof.

16. Counterparts; E-Signatures. This Agreement may be executed in one or more counterparts, any one of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same document. This Agreement may be executed by electronic signature, and signatures transmitted by electronic mail in PDF format shall be deemed an original for all purposes and legally binding with the same effect as if an original had been delivered.

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Union Station
REDEVELOPMENT CORPORATION

In order to indicate each party's acceptance and agreement to the above terms, each party will sign and date this Agreement at the place indicated below, whereupon this Agreement shall become effective and binding upon the later date set forth below ("the **Effective Date**").

USRC:	**OFFEROR**:
UNION STATION REDEVELOPMENT CORPORATION	[____________________]
By: ______________________________	By: ______________________________
Name:	Name:
Title:	Title:
Date: ____________________________	Date: ____________________________

Exhibit C – USRC Supplementary General Provisions

Any agreement resulting from this RFQ or subsequent RFP may be funded, in whole or in part, with federal financial assistance funds and therefore subject to applicable federal laws and regulations, including relevant terms in 2 C.F.R. Part 200 (Uniform Guidance), the Notice of Funding Opportunity (“NOFO”), the terms and conditions of the federal award, and any applicable agency-specific requirements.

As a condition of contract, Offeror will be required to accept and comply with such provisions as applicable to the goods or services being procured.