Union Station
REDEVELOPMENT CORPORATION

UNION STATION REDEVELOPMENT CORPORATION

# REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR PROGRAM MANAGER SERVICES
IN CONNECTION WITH THE
WASHINGTON UNION STATION STATE OF GOOD REPAIR AND CONCOURSE RENOVATION PROJECTS

RFQ/P ISSUANCE DATE: September 9, 2026

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# 1 Introduction

## 1.1 Purpose of RFQ/P - Role of Program Manager

**1.1.1** Union Station Redevelopment Corporation ("USRC") is issuing this Request for Qualifications and Proposals ("RFQ/P") to solicit Statements of Qualifications and Proposals ("SOQ/P") from interested parties (each, an "Offeror" or "Consultant" herein as the context may require) to act as a Program Manager (as described in Section 2 hereof) for the Washington Union Station State of Good Repair and Concourse Renovation Projects (collectively, the "Projects").

**1.1.2** USRC will evaluate SOQs submitted in response to this RFQ/P 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 additional information to submit a Proposal in response to this Request for Proposals ("RFP"). USRC already has pre-qualified six firms as Shortlisted Offerors (as defined herein) and the objective of the RFQ phase of the procurement process is to provide an opportunity for other Offerors (if any) to be selected for the shortlist. At the culmination of the RFP phase of the procurement process, USRC intends to award a contract to the successful Shortlisted Offeror ("Successful Offeror") for the provision of Program Management services to USRC. The Selected Offeror will be required to execute an agreement with USRC to perform the Program Management services described below (hereinafter, the "Contract" or "Services Agreement"). Further details about the RFP phase of the procurement process will be provided to Shortlisted Offerors only at the appropriate time.

## 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 Washington 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 U.S. 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 and proposals from interested firms to act as the Program Manager and to provide Program Management Services for the Washington Union Station State of Good Repair and Concourse Renovation Projects.

The Program Manager is to seamlessly manage and provide USRC with technical and administrative assistance to procure and complete the Washington Union Station State of Good Repair and Concourse Renovation Projects within schedule and budget for such Projects. These Projects encompass several building elements across multiple major categories which address infrastructure assets that are no longer functioning as designed, have exceeded their useful service life, or are intended to improve the Station's visitor experience. The project scope spans critical building systems and historic preservation needs.

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

### 2.2 Scope of Services

**2.2.1** Attached hereto and incorporated herein as **Exhibit "A"** to this RFQ/P is a high-level summary identifying the major categories of services, roles, and tasks that the Program Manager will provide (collectively, the "Services"). A more detailed scope of services, project descriptions, bid forms, as well as a copy of the form of Services Agreement that USRC intends to enter into with Selected Offeror, will be provided to Shortlisted Offerors only during the RFP phase of the procurement. The firms pre-qualified at the time of issuance of this RFQ/P and any firms pre-qualified as a result of their submittal of SOQs under Section 3.1.1.1 will receive all documents relevant to this solicitation at the same time.

### 2.3 Required Experience

**2.3.1** The Scope of Services included as **Exhibit "A"** is highly specialized. In order to be pre-qualified to submit a Proposal in response to the RFP, an Offeror must demonstrate:

2.3.1.1 Large, complex capital program management experience managing multi-project portfolios, including planning, design and engineering oversight, procurement, construction administration, budget control, scheduling, and risk management across multiple concurrent projects.

2.3.1.2 Transportation, transit, or major public facility experience delivering projects in active transportation hubs, rail stations, airports, civic facilities, or similarly complex, continuously operating public assets with significant stakeholder coordination requirements.

2.3.1.3 Historic preservation and landmark renovation expertise managing restoration and modernization of historically significant properties, including coordination with preservation authorities while integrating modern building systems and accessibility improvements.

2.3.1.4 Experience providing engineering services, including comprehensive building systems modernization scopes and overseeing large-scale MEP, life-safety, fire alarm, vertical transportation, roofing, building envelope, Wi-Fi / IT Network, AV, and other building management system upgrades in occupied facilities.

2.3.1.5 Parking structure and structural rehabilitation experience managing garage structural repairs, waterproofing, lighting, wayfinding, EV infrastructure, life-safety systems, and maintenance-of-operations requirements in large public parking facilities.

2.3.1.6 Stakeholder, tenant, and construction phasing management expertise coordinating the activities of owners, operators, transit agencies, tenants, regulatory authorities, Consultants, and the public while maintaining uninterrupted facility operations and minimizing customer impacts during construction.

2.3.1.7 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.

2.3.1.8 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 changes in applicable laws and regulations. Accordingly, prior to execution of the Services Agreement with the Selected Offeror, USRC reserves the right to update, modify or supplement the applicable requirements from time to time.

**2.4.2** Offerors are advised that this RFQ/P is being released based on the assumption that the Projects are eligible for federal funds administered by the FRA. Consequently, the RFP and any resulting Contract must conform to the requirements of applicable Federal law, regulations, Executive Orders then in effect, and any applicable policies of USRC and its funding partners. 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 the USRC Supplementary General Provisions Acknowledgement, attached hereto and incorporated herein as **Exhibit "B-4"** to this RFQ/P, is a condition 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/P submission and any subsequent requests to change the Supplementary General Provisions and any related FRA grant flow-down requirements incorporated into the Services Agreement will be denied.

**2.4.4** Offerors shall comply with the requirements of 2 CFR § 200.321 consistent with all applicable 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." Consultant shall insert this provision in any subcontracts that it enters into pursuant to and as authorized by the Contract.

## 3 RFQ/P Process

### 3.1 Procurement Process Overview

**3.1.1** USRC will use a two-phase procurement process to select the Program Manager:

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. USRC already has pre-qualified certain firms as Shortlisted Offerors. Phase 1 is designed to enable other interested firms to submit their qualifications to be selected as Shortlisted Offerors. Those firms already pre-qualified will be notified of their status by USRC prior to the SOQ response deadline and will be required to submit a SOQ, per the Procurement Schedule for informational purposes only so that USRC ensures it has consistent information for all Shortlisted Offerors.

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 in response to the RFP. The RFP will include a more detailed description of the Services, project descriptions, 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 the SOPs and the evaluation criteria that will be used by USRC to determine the Selected Offeror.

**3.1.2** Without obligation or commitment, USRC intends to award a contract to the Selected Offeror based on the evaluation criteria set forth in the RFP. The terms set forth within this RFQ/P 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/P or the Projects at any time and for any reason. Offerors will be responsible for their own costs and expenses associated with submitting qualifications and making a proposal under this RFQ/P, and by responding to the RFQ/P in any fashion, agree to waive any claim for costs or expenses, and waive any right of protest for non-selection, against USRC.

### 3.2 RFQ/P 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/P), modifications shall be issued in the form of an Addendum and posted on the USRC website: https://www.usrcdc.com/category/rfp/.

| MILESTONE | DATE |
|---|---|
| Issuance of RFQ/P | September 9, 2026 |
| Deadline for non-prequalified Offerors to submit Statements of Qualification including responses to Section 4: Selection Questions ("SOQ Close Date") and for pre-qualified Offerors to submit Statements of Qualification for informational purposes only | September 21, 2026 at 10:00 am Eastern Time |
| NDA execution deadline for all non-prequalified and prequalified Offerors | September 21, 2026 at 10:00 am Eastern Time |
| Notice of shortlisting of additional prequalified Offerors/Establishment of Shortlisted Offerors List | September 28, 2026 |
| USRC issues detailed project list with brief project descriptions, additional information on scope of services, bid drawings, specifications and form of Services Agreement as well as RFP pricing and other instructions to Shortlisted Offerors as part of RFP process | September 28, 2026 |
| Deadline for Shortlisted Offerors to submit questions about the RFP and/or disclosure of potential Conflicts of Interest and related proposed mitigation measures | October 5, 2026, at 2:00 pm Eastern Time |
| USRC response to questions from Shortlisted Offerors about the RFP; Last day for issuance of any RFP Addendum by USRC | October 13, 2026 |
| SOP Submission/Close Date ("SOP Close Date") | October 20, 2026, at 2:00 pm Eastern Time |
| Anticipated Announcement of Selected Program Manager (subject to change in USRC's sole discretion) | November 3, 2026 |

**3.2.2** USRC may, without liability, cost, or penalty, and in its sole discretion, amend the Procurement Schedule at any time prior to the SOQ/P Close Date (as applicable) by issuing an Addendum to this RFQ/P or withdraw this RFQ/P at any time.

**3.2.3** USRC reserves the right to interview Shortlisted Offerors after the SOP Close Date and to engage in further discussions with Shortlisted Offerors prior to determining the Selected Offeror and/or prior to finalizing the Services Agreement with the firm ultimately selected to act as the Program Manager.

## 3.3 <u>USRC Representative; Communications; Changes, Clarifications, and Questions</u>

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

3.3.1.1 From the date this RFQ/P is posted on the USRC website until the Services Agreement with the Selected Offeror is fully executed, Offerors shall communicate about the Projects and this RFQ/P process only with the USRC Representative(s) set forth below:

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

Union Station Redevelopment Corporation
750 1st St NE, Suite #1010
Washington, DC 20002
Attention: Leslie Graham
Phone: (202) 216-1309
Email: lgraham@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/P.

**3.3.2** ***Offeror Official Representative***

**3.3.3** Offerors shall designate a single representative who shall be the official representative for the respective Offeror, and who is authorized to send and receive communications related to this RFQ/P. 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/P***

3.3.4.1 USRC reserves the right to modify this RFQ/P by issuing addendums (each, an "Addendum" and collectively, "Addendums") at any time before the SOQ/P Close Date, and to amend the response dates or procurement timeline 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/P submissions. Where revised versions of any of the RFQ/P documents are issued via Addendums, Offerors shall submit their SOQ/Ps using the most recent version.

3.3.4.3 Submission of a SOQ/P 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.

**3.3.5** No oral or written response provided by USRC in connection with this RFQ/P will be binding on USRC, nor will it change, modify or waive the requirements of this RFQ/P except to the extent such response is included in an Addendum issued in accordance with this Section 3.3.4.

**3.3.6** RFP Questions

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

3.3.6.2 Questions shall: (i) specifically reference the relevant RFP 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 Shortlisted Offeror. Questions also must include the requestor's name, address, telephone number, email address, and the Shortlisted Offeror they represent.

3.3.6.3 USRC reserves the right to respond, or to not respond, to Questions. USRC may rephrase Questions as it deems appropriate and may consolidate its response to similar Questions. USRC may also create and answer Questions independent of those submitted by Shortlisted Offerors in its sole discretion. All responses to Questions will be available by the date specified in the Procurement Schedule, which may be extended by USRC in its sole and absolute discretion.

3.3.6.4 By submitting a SOP, the Offeror acknowledges and agrees that any response to a Question shall not be binding unless reflected in any Addendum to this RFQ/P. Questions and answers are provided for the Offeror's convenience only, do not modify the documents issued with this RFQ/P or the subsequent RFP (including the template Services Agreement), and cannot be used as the basis for a claim against USRC.

**3.3.7** Any Shortlisted Offeror with questions concerning the RFP 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 the RFP 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") in the form attached hereto as Exhibit **B-5**.

**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 RFQ/P process, the negotiation of the Services Agreement with any Selected Offeror and/or the performance of the awarded Contract: (1) is furnished or disclosed as part of the anticipated consideration for the Contract opportunity; (2) shall not, unless otherwise agreed in writing by the USRC Representative, be treated as confidential or proprietary information of Consultant 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 Selected Offeror to USRC during the performance of the awarded Contract will not be considered confidential. Offeror 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 successors or assigns, or intended beneficiaries. No employee, agent, or representative of USRC, other than the USRC Representative, is authorized to accept any information which Offeror 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, the FRA or the United States Congress.

4.1.2.3 Offeror shall (i) hold USRC's Confidential Information in trust and confidence and not disclose or release any such 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 or in order to prepare submissions in the RFQ/P process. Offeror 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 during or following the conclusion of the RFQ/P process, Offeror shall immediately return all such items and information to USRC or make other disposition thereof as directed by USRC. Offeror shall not make any news releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract or the RFQ/P process without the prior written approval of the USRC Representative.

4.1.2.4 Offeror 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. Consultant agrees not to improperly disclose third-party trade secrets or confidential information to USRC.

4.1.2.5 Offeror 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 Offeror of any of the provisions of this Section. Offeror 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 Offeror 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, Offeror 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, Offeror 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, Offeror 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 Offeror agrees that, in the event any of Offeror'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, Offeror 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 as a condition of participating in the RFQ/P process.

**4.1.3** By participating in this RFQ/P process (whether or not a SOQ/P is ultimately submitted), each Offeror shall be deemed to have acknowledged and agreed that any materials submitted to USRC, including SOQ/Ps, 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, USDOT, FRA or any other 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 of 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."

**4.1.5** If an Offeror wishes to submit a Question about the RFP or submit a SOQ/P 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 disclosure. 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 SOQ/Ps) submitted in response to this RFQ/P shall become the property of USRC and will not be returned to the Offeror.

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

## 5 Offeror Structure and Conflicts of Interest

### 5.1 Structure; Limitations

**5.1.1** Each SOQ/P shall identify the Offeror, which may be an individual entity, Joint Venture (as defined below in Section 5.6), or other consortium.

**5.1.2** No company, or affiliate thereof, shall participate in an SOQ/P 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.

**5.1.3** No Offeror that submits an SOQ and/or SOP hereunder shall be permitted to participate in any capacity in the separate RFQ process that USRC is initiating for the engagement of a P3 Financial Services Consultant in connection with the Washington Union Station Expansion Project. In addition, no Offeror that submits an SOQ and/or SOP hereunder shall be permitted to submit a responsive proposal as the prime contractor for the P3 Master Developer procurement that USRC intends to initiate in the future with respect to the P3 development of the Washington Union Station Expansion Project.

### 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 if its participation may create the appearance of a possible Conflict of Interest, in connection with this RFQ/P 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 by USRC on whether any proposed mitigation measures are adequate.

**5.2.3** By participating in this procurement and by submission of its SOQ/P, Offerors acknowledge a continuing obligation throughout the procurement process 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 process 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 and non-appealable.

### 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/P in response to this RFQ/P 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/P or the Projects, including any subcontractors or subconsultants who have provided such services for the Projects;

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 the Projects 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 Projects, or who took any direct action related to the Projects.

**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 <u>Collusion</u>

**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/P or the SOQ/Ps of other Offerors. Offerors shall prepare and submit their SOQ/Ps 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 <u>Disclosure of Ownership</u>

**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.

**5.5.2**

## 5.6 Joint Ventures

**5.6.1** For purposes of this RFQ/P, a "Joint Venture" or "JV" shall mean a contractual arrangement or legal entity formed by two (2) or more entities (each, a "JV Member") for collective engagement for the Services described herein.

**5.6.2** Where a Joint Venture is the Offeror, all JV Members will collectively be considered to be the Offeror and shall be liable on a joint and several basis such that each and every obligation or undertaking stated to be fulfilled or performed by the Joint Venture will be the joint and several obligation or undertaking of each JV Member.

**5.6.3** Any information that must be submitted by the Offeror with the SOQ or SOP must also be submitted with respect to the Joint Venture itself and by each JV Member unless otherwise expressly provided herein.

**5.6.4** The Joint Venture shall not change its Joint Venture composition (ownership, control, or management) at any time during this RFQ/P nor at any time while under consideration for selection without the prior written consent of USRC, which may be granted in its sole discretion.

## 5.7 Organizational Changes

**5.6.5** USRC will rely on the identity and qualifications of the Offerors, including when evaluating SOQ/Ps and shortlisting Offerors.

**5.6.6** Following submission of SOQ/Ps, 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":

5.6.6.1 Addition, deletion, or substitution of any Key Personnel identified in a SOQ/P;

5.6.6.2 Alteration of the relationship and/or responsibilities among JV Members; and/or

5.6.6.3 Direct or indirect change in majority beneficial ownership or control of any Offeror or JV Member.

**5.6.7** To that end, Offerors are advised that they shall carefully consider the selection of the Key Personnel and their identification in the SOQ/P 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.

**5.6.8** 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:

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

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

5.6.8.3 Cause the Offeror to be in violation of another provision of this RFQ/P ; and/or

5.6.8.4 Any other factors that USRC considers relevant.

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

**5.6.10** 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, of 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/P Response; SOQ/P Submission Format and General Requirements

### 6.1 Overview

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

**6.1.2** All SOQ/Ps must be electronically sent to bids@usrcdc.com by the SOQ/P Close Date (as applicable) specified in the Procurement Schedule. Each SOQ/P shall be sent as one .pdf searchable file with "SOQ WUS Program Manager" or "SOP WUS Program Manager" (as applicable) and the name of the Offeror as part of the file name.

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

**6.1.3** Any SOQ/Ps received after the SOQ/P Close Date and time (as applicable) 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.

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

6.1.5.1 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;

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

6.1.5.3 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;

6.1.5.4 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

6.1.5.5 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/P shall be submitted in writing, and the content of websites or other external documents referred to in the Offeror's SOQ/P will not be considered for evaluation unless submitted in their entirety as part of the SOQ/P.

## 6.2 SOQ/P Contents for Evaluation Purposes

**6.2.1** Offerors shall submit their SOQ/Ps with the content organized as shown in the chart below. All SOQ/Ps 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/P must conform to the following (as applicable):

| | Required Contents | RFQ/P Reference Section |
|---|---|---|
| | Cover Letter | Section 6.3 (applies to both SOQ and SOP) |
| | Forms and Business Documents | Section 6.4 (applies only to SOQ) |
| | Organizational Structure | Section 6.5 (applies only to SOQ) |
| | Selection Questions | Section 6.6 (applies to SOQ and separate questions will be provided in the RFP stage to Shortlisted Offerors for the SOP response) |

## 6.3 Section 1: Cover Letter (applies to both SOQ and SOP)

**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 Where applicable, identifying if the Offeror is proposing as a Joint Venture and the JV Members constituting the Joint Venture;

6.3.1.3 Non-Shortlisted Offerors shall express their desire to be selected as a Shortlisted Offeror in the SOQ Cover Letter for an opportunity to participate in the second step of the procurement process;

6.3.1.4 Confirming that the SOQ/P is compliant with the applicable requirements set forth in this RFQ/P; and

6.3.1.5 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 Section 2: Forms and Business Documents (applies only to SOQ)

**6.4.1** Each Offeror shall complete and execute (as applicable) all forms attached to this RFQ/P in **Exhibit B** and the other business documents described below

6.4.1.1 Each Offeror shall submit formation and other business 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 District of Columbia, and documentation of any required licenses to perform the Services. For the avoidance of doubt, the number of pages in the executed forms and business documents shall not count towards the page limits set forth in Section 6.5.1 below.

**6.4.2** If an Offeror is a Joint Venture, it shall provide a letter signed by all JV Members with any relevant documentation containing the following:

6.4.2.1 The JV Member entity serving as the lead member "Participant-in-Charge" and designating a specific individual with authority to bind all JV Members.

**6.5 Section 3: Organizational Structure** (applies only to SOQ)

**6.5.1** Each Offeror shall provide:

6.5.1.1 A narrative description of the organizational structure and understanding of the Projects **[2 page limit]**.

6.5.1.2 An organizational chart of the proposed organizational and management structure for providing the Services on a page layout no larger than 11x17 **[2-page limit]**.

6.5.1.3 Firm(s) 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 Specific experience working with transportation infrastructure assets with active development projects, with public assembly uses, transportation, or similarly occupied spaces where phasing and operational coordination were critical **[2-page limit]**.

6.5.1.5 A brief narrative describing the firm's proposed approach to project phasing, capital program coordination, and schedule management for the Projects. Provide any insight from previous projects that may be applied to this project. **[2-page limit].**

**6.6 Section 4: Selection Questions** (applies only to SOQ)

**6.6.1** For each "Selection Question" identified in the table below, the Offeror shall provide a complete response and any relevant documentation if applicable. Offerors shall comply with the page limits set forth below.

**6.6.2** Reference in the Selection Questions to "similar services" means where the Offeror was providing services similar to the Services.

| Question # | QUESTION |
|---|---|
| **1.** | **Understanding of Program Manager Role**<br><br>The Offeror shall provide a written description of its understanding of the role a Program Manager would provide in support of the Projects based upon the Services described in **Exhibit A** to this RFQ/P.<br><br>[**2-page limit]** |
| **2.** | **Qualifications and Experience**<br><br>USRC may shortlist additional Offerors with demonstrable experience of successfully providing program management services on large and complex restoration/renovation projects involving a historic, rail, transit, and/or commercial real estate component.<br><br>Offerors shall provide a summary that highlights their qualifications to perform the role of the Program Manager, drawing on specific examples from past engagements based on the requirements set forth in Section 2.3 above.<br><br>[**3-page limit]** |
| **3.** | **Reference Projects**<br><br>Offeror shall provide the following information for three (3) prior projects performed within the past five (5) years that are most similar to the Projects (each, a "Reference Project")<br><br>(a) Name of the project;<br>(b) Name of the agency/company that was the client;<br>(c) A description of the project, including the industry sector and delivery method;<br>(d) The role provided by the Offeror;<br>(e) An overview of the value that was added to the project by the Offeror's involvement;<br>(f) History of disputes/litigation history for the project;<br>(g) Any specific challenges associated with the project and how the Offeror supported the client to meet them;<br>(h) Major takeaways or lessons learned; and<br>(i) A client contact name/title, contact email, and phone number that USRC may contact for reference purposes.<br><br>USRC, in its sole discretion, may seek references from the client contacts identified about their experience working with the Offeror in the performance of the Reference Projects and the information provided in its response. The client feedback received may be considered when evaluating the SOQ/P.<br><br>The Offeror shall ensure that the client contact information is accurate for each Reference Project. If USRC is unable to validate a Reference Project through the contact information provided by the Offeror, USRC may, at its sole |

| | |
|---|---|
| | discretion, conclude that no reference was given for that Reference Project when evaluating the Offeror's SOQ/P.<br>[**6-page limit total, for all Reference Projects]** |
| **4.** | **Key Personnel**<br><br>USRC may shortlist additional Offerors with experienced employees who have superior qualifications. USRC has identified the following personnel positions (each, a "Key Personnel") required in connection with delivery of the Services, as such Key Personnel Roles and Responsibilities are further defined in Exhibit C attached hereto: |
| | (a) **Project Executive:**<br>a. <u>Role</u>: Overall management and responsibility and accountability for execution and quality of all Program Management Services.<br>b. Minimum Qualifications: At least fifteen (15) years of experience providing program management services on large restoration/renovation projects, with at least ten (10) years of such experience in a senior leadership role.<br><br>(b) **Architectural Coordinator**:<br>a. <u>Role</u>: Responsible for the day-to-day coordination of all Projects and scopes affecting the architectural and historical elements of the Station, including oversight of all design-phase management personnel.<br>**b.** <u>Minimum Qualifications</u>: At least ten (10) years of experience providing architectural coordination on large, varied, and multiple concurrent projects, with at least seven (7) years of experience in design team management in a supervisory role.<br><br>(c) **MEP FP Coordinator**:<br>a. <u>Role</u>: Responsible for the day-to-day coordination and technical support of all Projects and scopes affecting the mechanical, electrical, plumbing, fire protection (MEP FP LV), and low voltage infrastructure of the Station, including oversight of all MEP FP LV design-phase management personnel.<br>**b.** <u>Minimum Qualifications</u>: At least ten (10) years of experience providing MEP coordination on large, varied, and multiple concurrent projects, with at least seven (7) years of experience in MEP design team management in a supervisory role. |

| | |
|---|---|
| | (d) **Design Coordinator**:<br>**a.** <u>Role</u>: Responsible for coordination with architects on design development, architectural coordination and consistency with all Station projects, and design and technical architectural drawing review.<br>**b.** <u>Minimum Qualifications</u>: At least ten (10) years of experience providing architectural design coordination on large, varied, and multiple concurrent projects, with at least seven (7) years of experience in design team management in a supervisory role.<br><br>(e) **Construction Coordinator**:<br>a. Role: Leads the project delivery team and is responsible for project managers, construction managers, consultants, contractors, budgets, schedules, and project risk from project construction start through occupancy. Provide preconstruction technical support,<br><br>b. Minimum Qualifications: At least ten (10) years of experience providing construction project management on large, varied, and multiple concurrent projects, with at least seven (7) years of experience in construction management team management in a supervisory role.<br><br>Offeror shall provide **resumes of not more than two (2) pages for each individual proposed** to serve in each such role for this engagement. Offerors may also identify up to two (2) additional positions as Key Personnel that would add value to the Project (Key Personnel Value Added). The Proposer shall identify the title of those positions, timing of position, their intended roles and responsibilities, the qualifications and experience required for the positions, and the anticipated benefits to the Projects.<br><br>Provided 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 projects, licenses/educational history, and client references. |
| **5.** | **Resource Capacity**<br><br>The Offeror shall describe its experience managing resources to provide services similar to the Services, and in support of other related major projects, including staffing capacity, ability to respond to unpredicted increases in resource demand, management of staff, and succession planning.<br><br>**[2-page limit]** |

| Question # | QUESTION |
|---|---|
| 6. | **Innovation, Technology and Integrity**<br><br>Offeror shall provide proposed approaches to innovation, technology, and integrity. USRC expects the Selected Offeror to provide innovative, cost-effective program management solutions along with proven, cutting-edge technologies to support the overall scope of work for the Projects.<br><br>Therefore, Offerors in their SOQ should describe their team approach, capabilities, and plan to provide the following in performing the Services:<br>• Innovation in Design & Engineering – how can the Projects be designed better and more efficiently?<br>• Innovation in Project Administration<br>• Technology Platforms and Integration – including project optimization tools, and other approaches including potential for implementation of AI solutions for project controls and delivery.<br>• Support for Project Visualization – examples may include architectural renderings, Gantt charts, BIM modeling, 4D BIM simulations, or other visualizations.<br>• Team approach, capabilities, and plan for providing an Integrity Monitoring Program, designed to improve compliance, safety, security and project outcomes.<br><br>**[2-page limit]** |

**6.7 Selection Questions during RFP Stage**: During the RFP stage, USRC will provide a separate list of Selection Questions (and any other information and document submission requests) to the Shortlisted Offerors.

6.7.1.1 During the RFP stage, the Offeror should review the Services Agreement provided with the RFP in its entirety and identify any and all provisions it takes exception to and desires to modify during the negotiation phase prior to executing the final Contract if it is chosen as the Selected Offeror. 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 in the Services Agreement and USRC discourages Offerors from taking exception to any provisions set forth in the Services Agreement, as all such exceptions will be considered in the RFP evaluation process. **[2-page limit]**

## 7 Evaluation Criteria and Selection Process

### 7.1 Evaluation Process Overview

**7.1.1** Each SOQ/P will be reviewed and evaluated by USRC using a two-step evaluation process. A SOQ/P 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/P based on the following "Minimum Requirements":

7.2.1.1 **Completeness**: The SOQ/P conforms to the applicable RFQ/P requirements.

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

7.2.1.3 **Capacity**: The Offeror has presented evidence that its organization is authorized to perform the Services in the District of Columbia and maintains any licenses necessary to perform the Services.

7.2.1.4 **Responsibility**: Neither the Offeror nor any proposed subcontractors or subconsultants 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 **USRC Supplementary General Provisions Acknowledgement**: The Offeror has executed Exhibit B-4 as part of its SOQ response and accepted the terms therein as evidenced by its signature.

**7.2.2** USRC will review SOQ/Ps to determine whether the SOQ/P has passed or failed each of the Minimum Requirements and is eligible to move to the second step of the evaluation process. SOQ/Ps 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/P being automatically deemed non-compliant and given no further consideration. USRC, at its sole discretion, may allow certain deficiencies in the SOQ/P 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/P will be deemed noncompliant, and it shall not be considered further in the evaluation process.

## 7.3 Phase 2: Technical Evaluation - Selection Questions and Information Disclosure

**7.3.1** Each SOQ/P that meets the Minimum Requirements will be evaluated by a Selection Committee that will perform a qualitative evaluation of the SOQ/Ps in accordance with the Evaluation Criteria set forth in Section 7.3.2 below (as such Evaluation Criteria may be modified or supplemented by USRC in its sole discretion during the RFP process).

**7.3.2** **Evaluation Criteria.** The primary evaluation criteria during the RFQ process are listed below:

7.3.2.1 ***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.

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

7.3.2.3 ***Prior Experience***: Has the Offeror demonstrated the depth of its experience and successful delivery on prior Projects? Does the Offeror have experience with similarly complex projects involving phasing and event coordination? USRC will evaluate the response, as well as the quality, relevance, and success of the Reference Projects.

7.3.2.4 ***Understanding of the Services***: Has the Offeror demonstrated a thorough understanding of the Services required for this Project? USRC will evaluate the response.

7.3.2.5 ***Approach to Innovation, Technology and Integrity***: Has the Offeror outlined a compelling narrative to its planned use of technology and internal resources to drive innovation, efficiency and integrity? USRC will evaluate the response.

**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/P 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/P, including, without limitation, with respect to any Reference Projects, Key Personnel identified and their qualifications, and back-up information regarding the business documents and other information provided regarding the Offeror. If a response is not received within a timeframe established by USRC, USRC may, at its discretion, determine that the SOQ/P has not met the Minimum Requirements.

**7.4.3** The evaluation of all SOQ/Ps 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 to each SOQ based on the criteria set forth in Section 7.3.2. 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. As noted herein, USRC already has pre-qualified six firms as Shortlisted Offerors (in alphabetical order: AECOM, Bechtel, HNTB, Jacobs, STV, and WSP). Each Offeror (including the pre-qualified firms) will be notified in writing by the USRC Representative whether or not it has been selected as a Shortlisted Offeror for the RFP phase.

## 8 Reservation of Rights/Disclaimer

### 8.1 No Protests

**8.2** USRC's selection of the Shortlisted Offerors will not be appealable, reviewable, or reopened in any way. By responding to this RFQ/P, Offerors waive any right of protest for non-award or not being shortlisted (including waiver of any objection to those firms already pre-qualified as Shortlisted Offerors by USRC). Offerors participating in this procurement will be deemed to have accepted this condition and the other requirements of this RFQ/P by their submission of a SOQ/P (or any questions about the process).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/P, 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, delay 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/P by Addendum;

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

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

8.2.1.5 Cancel this RFQ/P in whole or in part at any time prior to the execution by USRC of a definitive Services Agreement, without incurring any cost obligations or liabilities;

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

8.2.1.7 Refrain from shortlisting any Offeror responding to the RFQ;

8.2.1.8 Reject any or all SOQ/Ps received at any time;

8.2.1.9 Modify any or all dates set or projected in this RFQ/P by Addendum;

8.2.1.10 Terminate evaluations of SOQ/Ps received at any time;

8.2.1.11 Issue Addendum to this RFQ/P;

8.2.1.12 Appoint evaluation committees to review SOQ/Ps, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in the SOQ/P evaluation;

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

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

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

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

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

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

8.2.1.19 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;

8.2.1.20 Use materials submitted in response to or in connection with this RFQ/P for any purpose;

8.2.1.21 Interview Offerors or facilitate confidential one-on-one meetings with Offerors prior to selection of the shortlist or final negotiation and/or award of the Contract;

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

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

8.2.1.22.2 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;

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

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

**8.3** Take any other actions that may be in the best interests of USRC or the Project. 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 or its efforts to evaluate and/or response to the RFQ/P. No Offeror is entitled to any compensation pursuant to this RFQ/P for any reason.

**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/P or any statements made here.

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**Exhibit A – Scope of Services**

**Program Manager Scope of Work**

**<u>Overview</u>**

The Program Manager's scope of work will span three major interrelated but separate efforts based on grant funding as follows:

1) State of Good Repair
2) Concourse Renovation
3) Future Station Expansion Concept Review

Each of these efforts is funded by separate grants. Therefore, all Program Manager involvement, coordination, documentation, financial administration, and management in these project categories shall be distinct and separate.

Additionally, all Program Manager project responsibilities are separated into several categories, and the Program Manager's scope for each category will vary. All Projects will be performed while the Station remains in operation. The Program Manager will work with Station stakeholders during project planning and construction activities to ensure close coordination, communication, and sequencing as necessary to maintain station functionality. Stakeholders include, but are not limited to, Amtrak, MARC, VRE, other government authorities having jurisdiction, station operations, tenants, etc. The project categories are as follows:

**Project Categories**

1) **State of Good Repair ("SOGR") Projects**
   a) **Group 1** - Ready For Construction Projects - Procurement, construction administration.
   b) **Group 2** - Priority Projects – Assessment, design, procurement, and construction administration across individual, discrete projects.
   c) **Group 3** - Base Building Projects - Assessment, design, procurement, and construction administration – consolidation of multiple disparate projects.
   d) **Group 4** - Parking Garage Projects - Assessment, design, procurement, and construction administration – consolidation of multiple disparate projects.
   e) **Group 5** - Subbasement Coordination - Construction coordination.
   f) **Group 6** - Office Buildout Coordination – Construction coordination.
2) **Concourse Renovation**
3) **Future Station Expansion Concept Review**

**1. Program Manager – SOGR Scope Based on Project Categories**

**A. Group 1 - Projects Ready For Construction Procurement – Individual projects**

**Services Summary**

| | | | | |
|---|---|---|---|---|
| | | **Procurement** | **Construction Administration** | |

Group 1 - Projects Ready for Construction Procurement have design documents prepared and are ready for solicitation. The Program Manager will provide owner representative services for procurement and construction administration, including but not limited to the following:

- Assist with the design team procurement and management of the design team's construction administration services.

- Construction contractor procurement includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and federal grant obligations, bid leveling, award, and contract negotiations.

- Owner representative services include the management, review, coordination, observation, documentation, and closeout activities required during construction to support successful project delivery in accordance with the contract documents. The scope includes, but is not limited to, construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

Group 1 Projects Ready for Construction Procurement include discrete internal building systems and building envelope projects. A detailed list of these projects will be provided to the Shortlisted Offerors during Phase 2 of this RFQ/P.

**B. Group 2 - Priority SOGR Projects – Individual projects**

***Services Summary***

| | | | | |
|---|---|---|---|---|
| **Assessment** | **Engineering Services / Design Management** | **Procurement** | **Construction Administration** | **Other** |

Priority Projects require assessments, engineering services, design management, and construction administration for discrete projects. The Program Manager will propose, assist with procurement of, and manage design and engineering teams to perform condition assessments, develop concept design, schematic design, design development, permit, and issued-for-construction documents, and provide construction administration services.

Contractor procurement includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and federal grant obligations, bid leveling, award, and contract negotiations.

Owner representative services include the management, review, coordination, observation, documentation, and closeout activities required during construction to support successful project delivery in accordance with the contract documents. The scope includes, but is not limited to, construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

Group 2 Priority Projects include additional discrete internal building systems and building envelope projects. A detailed list of these projects will be provided to the Shortlisted Offerors during Phase 2 of this RFQ/P.

## C. Group 3 - Base Building SOGR Projects - Consolidation of multiple disparate projects

***Services Summary***

| Assessment | Engineering Services / Design Management | Procurement | Construction Administration | |
|---|---|---|---|---|

Base Building Projects require assessments, engineering services, design management, and construction administration for discrete projects. The Program Manager will propose, assist with procurement of, and manage design teams to perform condition assessments, develop concept design, schematic design, design development, permit, and issued-for-construction documents, and provide construction administration services.

Contractor procurement includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and federal grant obligations, bid leveling, award, and contract negotiations.

Owner representative services include the management, review, coordination, observation, documentation, and closeout activities required during construction to support successful project delivery in accordance with the contract documents. The scope includes, but is not limited to, construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

Group 3 Base Building Projects include the replacement and restoration of building infrastructure, upgrades to interior spaces, architectural features, and exterior site elements to address deferred maintenance, enhance operational efficiency, improve occupant experience, and extend the useful life of the facility.  A detailed list of these projects will be provided to the Shortlisted Offerors during Phase 2 of this RFQ/P.

**D. Group 4 - Parking Garage Projects – Consolidation of multiple disparate projects.**

***Services Summary***

| Assessment | Engineering Services / Design Management | Procurement | Construction Administration | |
|---|---|---|---|---|

Parking Garage Projects require assessments, , engineering services, design management, and construction administration for discrete projects.  The Program Manager will propose, assist with procurement of, and manage design teams to perform condition assessments, develop concept design, schematic design, design development, permit, and issued-for-construction documents, and provide construction administration services.

Contractor procurement includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and federal grant obligations, bid leveling, award, and contract negotiations.

Owner representative services include the management, review, coordination, observation, documentation, and closeout activities required during construction to support successful project delivery in accordance with the contract documents.  The scope includes, but is not limited to, construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

Group 4 - Parking Garage Projects include a range of capital improvements, repairs, and upgrades to facility infrastructure, systems, and supporting assets.  A detailed list of these projects will be provided to the Shortlisted Offerors during Phase 2 of this RFQ/P.

**E. Group 5 - Subbasement Project Coordination**

***Services Summary***

| | | | Construction Administration | Other: Stakeholder Coordination / Base-Building Integration |
|---|---|---|---|---|

The East Basement Back-of-House space will be reconfigured to facilitate subbasement structural repair and MEP relocations (“Subbasement Project”).  Project design documents for the Subbasement Project are being prepared and managed by Amtrak.  The Program Manager will provide USRC owner representation services for coordinating this project with base-building scopes of work, including but not limited to tenant relocations, property management office finish and FF&E selections, and coordination of tenant services (i.e., security, Tel/data, utilities, etc.).

Owner representative services for the Subbasement Project coordination include, but are not limited to, program management, construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of the project through project closeout. The Program Manager will coordinate with stakeholders, designers, and contractors, etc.

The Program Manager will also provide USRC with peer review services for Amtrak's design, procurement, and construction administration, including but not limited to the following:

- Assist with the procurement of the USRC design team, technical reviews, and management of the design team's construction administration services for USRC's tenant scope.
- Contractor/vendor procurement includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and grant obligations, bid leveling, award, and contract negotiations.
- Owner representative peer review services including, but not limited to, technical review of the Amtrak Subbasement Project team's construction administration phase support, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

### F. Group 6 - Office Buildout – Construction Coordination

***Services Summary***

| | | | **Construction Administration** | **Other: Owner's Rep Services & Technical Support** |
|---|---|---|---|---|

The commercial office buildout will be managed by a 3rd-party construction manager. The Program Manager will provide owner representative services for tenant design, procurement, and construction administration, including but not limited to the following:

- Design technical review and impacts to the base building core, shell, and infrastructure.
- Peer review services include, but not limited to, review of the Amtrak team's construction administration, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from initiation of projects through project closeout. Coordination with stakeholders will be required.

Group 6 Office Buildout Projects include landlord work associated with tenant construction. These projects consist of capital improvements and replacements involving building systems, infrastructure, building envelope components, and interior spaces. A detailed list of these projects will be provided to the Shortlisted Offerors during Phase 2 of this RFQ/P.

**2. Concourse Renovation**

***Services Summary***

| Assessment | Engineering Support / Design Management | Procurement | Construction Administration | Other: Owner's Rep Services & Technical Support |
|---|---|---|---|---|

The Concourse Renovation is also a priority project that requires accelerated assessments, design and engineering reviews, and construction administration and oversight. The Program Manager will assist with engineering support and technical reviews, condition assessments, concept design reviews, schematic design reviews, design development reviews, project coordination, permit, and issued-for-construction documents, and provide construction administration services.

Contractor procurement for each project includes preparing solicitation documents, soliciting bids via RFQs and RFPs in compliance with USRC Procurement Policies and grant obligations, bid leveling, award, and contract negotiations.

Owner representative services include the management, review, coordination, observation, documentation, and closeout activities required during construction to support successful project delivery in accordance with the contract documents. The scope includes, but is not limited to, coordination and technical review of assessments of previous Concourse designs, validation of existing conditions, any related or necessary base-building and design coordination, and construction administration services including but not limited to, pay application review, change order cost analysis, schedule analysis, detailed cost tracking, dispute resolution, etc., from project initiation through project closeout. Coordination with stakeholders will be required.

Further description of the Concourse Renovation will be provided to Shortlisted Offerors during Phase 2 of this RFQ/P.

**3. Future Station Expansion Concept Review**

***Services Summary***

| | | | | Other: P3 Solicitation Support |
|---|---|---|---|---|

The P3 process will include scenario development requiring constructability, estimating, and scheduling, and support for developing and evaluating technical design and performance criteria, related integration and assessments with base-building programs, and general project parameters to support future solicitation of a potential P3 master developer for the Station.

**Exhibit B – Forms**

B-1 – Representations and Certifications

B-2 – Conflict of Interest Disclosure

B-3 – RFP Question Form

B-4 – USRC Supplementary General Provisions Acknowledgement

B-5 – 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/P, 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/P 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/P 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 any funding 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, any funding pass-through entity, and/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 and/or any funding 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/Proposals ("RFQ/P") 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 subconsultants) 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.

Union Station
REDEVELOPMENT CORPORATION

**Name:**________________________________________

**Title:**_________________________________________

**Signature:** ____________________________________

**Date:** ________________________________________

## Exhibit B-3 RFP Question Form

| RFP QUESTION FORM | | | | |
|---|---|---|---|---|
| **Washington Union Station<br>RFQ/P for Program Manager<br>SOGR and Concourse Renovation** | | | | |
| **GC** | **Date** | **RFI #** | **Reference[1]** | **Bidder Question** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Note 1: Indicate RFP, page, section, detail, number, etc.** | | | | |

**Exhibit B-4 – USRC Supplementary General Provisions Acknowledgement**

The Offeror acknowledges that any agreement resulting from this RFQ/P 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-5 – Non-Disclosure Agreement (NDA)**

**<u>Confidentiality and Non-Disclosure Agreement</u>**

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 ("**<u>USRC</u>**") in connection with the Washington Union Station State of Good Repair and Concourse Renovation Projects at the property commonly known as Union Station (the "**<u>Property</u>**"), it may be necessary for USRC to disclose to ________________ ("**<u>Offeror</u>**"), 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 "**<u>Agreement</u>**"):

2. <u>Confidential Information</u>. As used herein, the term "**<u>Confidential Information</u>**" 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 "**<u>Disclosing Party</u>**") to the other Party (the "**<u>Receiving Party</u>**") 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, "**<u>Confidential Information</u>**" 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 "**<u>Recipient Party</u>**" and, collectively, the "**<u>Recipient Parties</u>**"), 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.

*[no further text on this page; signature page follows]*

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**:
UNION STATION REDEVELOPMENT CORPORATION

By: ______________________________
Name:
Title:

Date: ____________________________

**OFFEROR**:
[_____________________]

By: ______________________________
Name:
Title:

Date: ____________________________

**Exhibit C – Key Personnel Roles and Responsibilities**

**A. PROJECT EXECUTIVE**

**Role**
Acting as the USRC representative in an overall responsible position for the Project, reporting to USRC.

Responsible for the successful planning, execution, oversight, control, and completion of the Project through construction. Includes overall responsibility for payments, quality, staff, progress, budget, public interaction, agency interactions, permits, claims, strategy, forecasting, process improvement, performance, and operations.

Ensures the project is delivered on time, within budget, and to the required quality standard (within agreed specifications). Ensures the project is effectively resourced and manages relationships with a wide range of groups (including all project contributors). Responsible for managing the work of consultants, allocating and utilizing resources in an efficient manner, and maintaining a co-operative, motivated, and successful team.

Responsibilities include:

- Managing and leading the project oversight team.
- Recruiting project staff and consultants.
- Detailed project planning and control.
- Developing and maintaining a detailed coordinated project plan.
- Managing project deliverables in line with the project plan.
- Recording and managing project issues and escalating where necessary.
- Resolving cross-functional issues at project level.
- Managing project scope, change control, and escalating issues where necessary.
- Monitoring project progress and performance.
- Providing status reports to USRC.
- Managing project training.
- Managing project evaluation and dissemination activities.
- Managing consultancy input within the defined budget.
- Managing Project budget.
- Managing Project risk.
- Managing Project changes.
- Managing safety on the Project.
- Managing environmental compliance.
- Monitoring and managing cash flow projections and reporting actual cash flow and variance to senior management on a regular basis.
- Managing all project funds according to established accounting policies and procedures.
- Ensuring that all financial records for the project are up to date.
- Preparing financial reports and supporting documentation for federal agencies as outlined in grant agreements.
- Preparing reconciliation reports for senior management.
- Fulfilling USRC contractual role including:
    - Reviewing progress reports and payment requests.
    - Verifying progress.
    - Auditing payroll records.

  - Partnering.
  - Auditing the subcontracting process.
  - Conducting management reviews.
  - Participating in progress meetings.
  - Reviewing baseline schedules and updates.
  - Reviewing management-related plans.
  - Reviewing compliance and control.
  - Providing approvals.
  - Reviewing designs of various projects.
  - Performing audits of other stakeholder plans, including Amtrak Washington Union Station projects.
  - Achieving final acceptance.
- Establishes and manages processes and procedures to manage all project documentation.
- Manages staff matters including hiring, training, productivity, rewards, morale and well-being.
- Manages and oversees administrative staff, facilities, processes and procedures.

The Offeror may reallocate responsibilities of the Architectural, Construction, MEP FP, and Design Coordinators ("Technical Support Team") within the Technical Support Team, and may propose any other resources or personnel which may benefit the Program Management team

**B. ARCHITECTURAL COORDINATOR**

**Role**
Acting as the USRC representative with responsibility for monitoring, coordinating, and/or auditing the overall designs for compliance.

Responsibilities include:
**Responsibilities – Oversight**
- Primary knowledge center for design development of projects on behalf of USRC.
- Ensures seamless coordination with all program projects.
- Establishes strong working relationships with USRC senior staff.
- Fulfills the contract requirements of USRC for design review, comment, management, and compliance.
- Reviews the quality program, in conjunction with the Construction Coordinator, to ensure that monitoring, inspections, testing, systems, and processes are sufficient to verify that the project, as constructed, meets the design requirements in the Contract and submissions.
- Manages, reviews, and responds to all design submissions.
- Determines level of design review.
- Reviews agency comments for appropriateness, assesses dispositions and brings comments to resolution.
- Establishes and leads an issues escalation process that solves all issues early and at the lowest level possible.
- Identifies necessary resources and manages budget for design resources.
- Coordinates with Agencies as necessary for reviews.

**Responsibilities – Administration**
- Establishes and manages project records related to design oversight. Records shall provide all backup material necessary to defend potential future change orders.
- Keeps the overall Project Team informed of design issues on a regular basis.

- Drafts correspondence on behalf of the Project Executive.

**C. MEP-FP Coordinator**

**Role**
Design and engineering professional acting as the USRC representative advising USRC on mechanical, electrical, and plumbing ("MEP") and fire protection ("FP") technical development, review, and implementation. Responsible for the coordination of all program projects, phasing, active infrastructure, development of design for alternative options, and technical studies.

Responsibilities include:
- Is the primary technical MEP FP resource for the development of design of projects on behalf of USRC.
- Ensures seamless coordination with all program projects.
- With the Architectural and Construction Coordinators, reviews the project quality programs to ensure that monitoring, inspections, testing, systems, and processes are sufficient to verify that the project, as constructed, meets the design requirements in the Contract and submissions.
- Conducts value planning and/or engineering studies.
- Advises USRC on MEP FP engineering development of the Project.
- Leads a design team as necessary to evaluate any alternative designs/options or technical studies required by USRC.
- Participates in design reviews.
- Establishes and maintains MEP FP design standards, technical requirements, and performance criteria across all projects.
- Provides strategic oversight of MEP FP engineering during assessment, planning, design, procurement, construction, commissioning, and turnover.
- Review and approve MEP FP basis-of-design documents, engineering reports, phasing plans, drawings, specifications, and technical submittals.
- Ensure MEP FP systems support the project's operational objectives, tenant requirements, sustainability goals, and lifecycle performance expectations.
- Coordinate with architects, structural engineers, specialty consultants, contractors, facility operators, and stakeholders to integrate building systems into project designs.
- Lead technical reviews and value engineering evaluations to optimize performance, constructability, maintainability, energy efficiency, and project cost.
- Oversee design and implementation of HVAC, electrical distribution, lighting, plumbing, fire protection, controls, building automation systems (BAS/BMS), and related infrastructure.
- Direct commissioning, testing, balancing, startup, and system validation activities to ensure performance requirements are achieved.
- Monitor project budgets, schedules, and risk factors related to MEP FP scope and identify corrective actions as necessary.
- Review contractor qualifications, procurement packages, bid evaluations, and technical proposals for MEP FP-related work.
- Manage engineering consultants and specialty advisors and ensure compliance with project requirements and quality standards.
- Coordinate utility service requirements and interface with utility providers and regulatory authorities.
- Ensure compliance with applicable building codes, life safety regulations, accessibility requirements, energy codes, and industry standards.

- Coordinates with Agencies as necessary for reviews.
- Oversee the development and review of MEP FP system diagrams, studies, models, simulations, renderings, and technical presentations used for stakeholder communication and decision-making.
- Review construction progress, field conditions, RFIs, submittals, change orders, and commissioning reports related to MEP FP systems.
- Provide technical leadership during stakeholder meetings, design reviews, and executive project updates.
- Ensure completed systems are fully documented, commissioned, maintainable, and successfully transitioned to operations and facilities management.
- Promote consistency, reliability, operational efficiency, resilience, and long-term asset value through effective stewardship of building systems.

**D. DESIGN COORDINATOR**

**Role**
Acting as the USRC representative with responsibility for establishing and guiding the interior design vision across the Station, ensuring that all interior environments reflect the USRC's brand, quality standards, and desired user experience.

Responsibilities include:

- Represent USRC's interests throughout the planning, design, and implementation of interior architectural and design initiatives.
- Review and provide direction on interior design concepts, finishes, materials, color palettes, furnishings, fixtures, and lighting designs.
- Ensure consistency of design quality, branding, and user experience across public spaces, tenant environments, and common areas.
- Collaborate with architects, interior designers, engineers, and project teams to integrate aesthetic objectives into project designs.
- Evaluate design proposals and recommend solutions that enhance the Station's character, functionality, and market appeal.
- Oversee the selection and application of interior materials and finishes to ensure durability, maintainability, and visual excellence.
- Promote design innovation while maintaining alignment with project objectives, operational requirements, and stakeholder expectations.
- Provide design leadership during project reviews, presentations, and stakeholder engagements.
- Manage and review design renderings, visualizations, and presentation materials to ensure alignment with USRC's design vision, aesthetic standards, and stakeholder expectations.
- Monitor project development to ensure the approved design vision is successfully executed through construction and occupancy.
- Assess design changes and value engineering proposals for consistency with established aesthetic and user experience goals.
- Support the creation of welcoming, memorable, and high-quality interior environments that enhance the Station's identity and long-term value.

**E. CONSTRUCTION COORDINATOR**

The Construction Coordinator is responsible for all construction activities and construction management staff-related activities, leading the execution and delivery of capital projects from preconstruction through occupancy, ensuring projects are completed safely, on schedule, within budget, and in accordance with quality standards and business objectives. Plans, manages and mitigates contract, cost and schedule issues and any risk events that may impact the project. Manages the project support team and may assign duties to the Architectural, MEP, and/or the Construction Coordinators.

Responsibilities include:
**Responsibilities – Project Management**
- Serve as the USRC's primary representative for construction planning, execution, and project delivery.
- Lead and oversee all phases of construction, including preconstruction, procurement, construction, commissioning, closeout, and occupancy.
- Develop and implement construction management strategies, standards, and procedures across the project portfolio.
- Manage project schedules, phasing, budgets, cash flow forecasts, and overall construction performance.
- Monitor construction progress and proactively identify and mitigate risks affecting schedule, cost, quality, or operations.
- Oversee and coordinate general contractors, construction managers, specialty contractors, consultants, and third-party vendors.
- Review and approve construction schedules, logistics plans, phasing plans, and contractor work plans.
- Direct procurement activities, including bid evaluations, contractor selection, contract negotiations, and award recommendations.
- Lead constructability reviews and provide input during design development to improve project feasibility, quality, and cost-effectiveness.
- Review and manage requests for information (RFIs), submittals, change orders, claims, and other project documentation.
- Ensure compliance with contractual requirements, project objectives, and USRC standards.
- Monitor quality assurance and quality control programs to ensure work is completed in accordance with design intent and performance requirements.
- Coordinate with design, engineering, operations, asset management, leasing, and stakeholder teams throughout project execution.
- Manage construction-related stakeholder communications and provide regular project status updates to executive leadership.
- Oversee site logistics, operational coordination, and construction phasing to minimize disruption to tenants, customers, and ongoing operations.
- Ensure compliance with all applicable building codes, permit requirements, safety regulations, and environmental requirements.
- Lead project safety oversight and promote a culture of safety among contractors and project teams.
- Review and approve contractor payment applications, schedule updates, and project performance metrics.
- Coordinate phasing, commissioning, punch list completion, turnover activities, and project closeout requirements.
- Ensure complete turnover documentation, warranties, training materials, as-built drawings, and maintenance information are provided to operations teams.
- Evaluate contractor performance and develop lessons learned to improve future project execution.
- Support capital planning efforts by providing construction costs, schedule, market, and delivery-method expertise.

- Promote consistency, efficiency, quality, and long-term asset value through effective management of construction activities and project delivery.

**Responsibilities – Contract Management**

- Develop and implement procedures and processes for contract management and administration (including payments).
- Serves as the USRC point of contact for all contractual matters.
- Oversees project controls, reporting, cost management, contingency tracking, and forecasting activities.
- Maintains contractual records and documentation.
- Provides guidance on contract matters.
- Trains key staff on contract management and requirements.
- Monitors compliance with procedures.

**Responsibilities –Project Controls**

- Establishes and manages processes and procedures to manage all contract, cost, or schedule changes (claims, delays, etc.).
- Establishes and manages processes and procedures for cost estimating and evaluation of contract, cost, or schedule changes.
- Receives all change orders from the contractors and manages the financial implications of all correspondence across all teams. Works with the Project Executive to agree on claim response strategies and timely responses.
- With the Project Executive, develops and implements negotiation strategies to bring all changes to quick resolution.
- Establishes and manages processes and procedures for both cost and schedule assessment, forecasting corrective actions review, progress measurement, reporting and productivity analysis.
- Establishes and manages processes and procedures to report contract, cost, and schedule metrics to the Project Executive and USRC (includes forecasting and trend analysis as needed).
- Establishes, implements, and manages processes and procedures to control risk and manage contingency.