



Request for Proposals
NGWSGP Technical Advisory and Administrative Assistance Service
Proposals Due: 3.13.2023

I. OVERVIEW

The Corporation for Public Broadcasting (“CPB”) seeks technical advisory and administrative services from a vendor or vendors (collectively “Vendor”) knowledgeable in television and radio broadcasting and broadband technologies, grant management, and/or procurement under federal grant processes to assist CPB in implementing the FEMA/IPAWS Next Generation Warning System Grant Program (“NGWSGP”). The Vendor, as a contractor, will provide administrative and technical assistance to CPB and to public television and radio stations, as subrecipients, who will use NGWSGP grant funds to update the stations’ equipment to the latest broadcast and alert and warning technologies to deliver timely and effective emergency warnings to the American people. As used in this RFP, the term “Vendor” includes one entity if a single contract is awarded, or more than one if CPB elects to award multiple contracts as provided in Section II.

These services will support CPB’s administration of the NGWSGP in a prudent and financially responsible manner, and in compliance with applicable federal statutory and regulatory requirements.

The contract(s) resulting from this RFP will be funded in whole or in part with federal funds from the NGWSGP, Federal Domestic Assistance Number 97.138. The Vendor will be required to comply with applicable federal laws, regulations, executive orders, and grant requirements.

CPB will compensate the Vendor at agreed upon time and material rates for work performed. Cost plus percentage of cost rates will not be considered. The base contract term will be for 24 months (two years). CPB, in its sole discretion, may agree to up to three (3) one-year extensions, for a total maximum contract term of five (5) years.

II. MULTIPLE AWARDS, COLLABORATION

CPB prefers to award a contract for the full Scope of Work to one vendor but understands that a single vendor may not be suitable to provide all the services requested. CPB, therefore, reserves the right to award contracts to more than one vendor. In addition to proposals by one vendor to perform the full Scope of Work, CPB will consider proposals to perform different portions of the work as well as joint proposals by teams of collaborating vendors to perform all or part of the work.

III. DEADLINES

All proposals in response to this RFP must be submitted to and received by CPB in accordance with the instructions herein on or before 3:00 PM Eastern Time (“ET”) on the due date indicated below. It is the sole responsibility of vendors to ensure that their proposals are received on time.

All questions related to this RFP must be submitted in writing to Mr. Maciej Ochman, Director, Media Technology & Service Strategies, at mochman@cpb.org. The questions and CPB’s responses will be posted on CPB’s website without attribution. CPB is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry deadline for questions provided below.

ACTIVITY	DATE
RFP release date	January 25, 2023
Pre-bid and Pre-proposal Conferences period	February 1 – 15, 2023
Last date for submission of written questions	February 16, 2023 11:59PM ET
Last date with responses to questions and Conferences’ written summaries	February 24, 2023
Last day to request access to CPB’s Grants Management System	February 27, 2023 3PM ET
Proposal submissions due	March 13, 2023 3PM ET
Proposal presentation period	March 20 – 24, 2023
Proposal selection by	March 31, 2023

IV. POINT OF CONTACT

Mr. Maciej Ochman, Director, Media Technology & Service Strategies will be CPB's primary point of contact for this RFP. Mr. Ochman can be reached at mochman@cpb.org. Under no circumstances may a vendor communicate with any other CPB employee or agent concerning this RFP until after award unless authorized in writing to do so. Any such contact may result in disqualification.

CPB will not communicate oral interpretations of the requirements of this RFP to any vendor. Any clarification or interpretation that is not communicated in writing shall be of no effect. Only information supplied by CPB in writing or in this RFP may be considered in preparing Proposals.

V. BACKGROUND

In September 2022, the Department of Homeland Security (DHS) awarded CPB the Federal Emergency Management Agency ("FEMA")/ Integrated Public Alert & Warning System ("IPAWS") Next Generation Warning System ("NGWS") Grant to extend the reach and quality of IPAWS alerts. The NGWS Grant Program ("NGWSGP") will enable CPB to issue subgrants to public television and radio stations (both "subgrantees") for the purchase, installation, and training on equipment that will allow IPAWS alerts to be distributed over public television and radio broadcasts using advanced technologies that enable additional critical information to be provided in the transmission. The NGWSGP will enable broadcasters serving rural and underserved communities to acquire this potentially life-saving technology when cost concerns might otherwise discourage or delay adoption. Television and radio broadcasters may leverage NGWSGP funding to upgrade to the Advanced Television Systems Committee broadcast standard ("ATSC 3.0") or HD Radio technology that will allow them to use modern alert and warning technology to reach a greater audience over multiple types of communication devices and incorporate multimedia in alert and warning messaging.

The objective of the NGWSGP is to provide a public alert and warning system that provides timely and effective warnings using the latest broadcast technology standards, especially in rural, tribal, and underserved communities with limited broadcast services.

To support this objective, CPB will award subgrants to fund equipment purchases, installation, and training. This equipment will improve the stations' resilience and security and improve their ability to transmit emergency alerts and warnings to the public – including people with access and functional needs, people with limited-English proficiency, and people in underserved geographic locations, including tribal and remote rural areas. Public broadcast stations often serve a much larger role in providing critical emergency information in these areas than in others with greater concentrations of broadcasters.

Specifically, the NGWSGP's goals are to:

- a) Enhance capacity of local broadcast stations to receive, broadcast, and redistribute emergency alert messages from the Integrated Public Alert & Warning System using IPAWS' Common Alerting Protocol (CAP);
- b) Implement upgrades to the NEXTGEN TV ATSC3 broadcast standard;
- c) Enhance technology infrastructure to enable local public broadcast stations to launch new, enhanced broadcast services that improve and expand the distribution of public alerts and warnings; and
- d) Expand the delivery and distribution of emergency alert messages from IPAWS to fill gaps in delivery to people in underserved areas.

CPB intends to issue subgrants to entities that meet the definition of "public broadcasting entity" as defined in 47 U.S.C. §397(11).

CPB estimates that there are 547 potentially eligible NGWSGP subrecipients, of which 29% are television stations and 71% are radio stations. Over half of the estimated eligible stations are rural. It is estimated that 1% of the television stations and 20% of the radio stations are owned or operated by underserved communities such as Federally Recognized Tribes, Minorities, and Historically Black Colleges and Universities.

VI. ABOUT CPB

CPB is a private, non-profit corporation authorized by Congress in 1967 to administer federal appropriations to promote the growth and development of public broadcasting and public telecommunications services. CPB is not a government agency.

CPB remains focused on facilitating a public media system that is valued by all Americans and reflects a diversity of ideas, content, talent, and delivery. CPB's core values of collaboration, partnership, innovation, engagement, and diversity guide its strategic approach to program investments system-wide and are reflected in the goals of its business plan as digital, dialogue and diversity. CPB invests in approximately 1,500 local radio and television stations, their programs, services, and other initiatives to serve and engage the public. CPB funds diverse and innovative programming and other media content that is educational, informative, and cultural. CPB has a mandate to ensure over-the-air access to public television for all Americans.

VII. SCOPE OF WORK

The Vendor will work with CPB to create a Station Technical Application, Evaluation, and Procurement Process intended to: leverage volume discounted prices, encourage standardization of deployed equipment, support the adoption of future technology solutions, and improve efficiencies by pairing the appropriate equipment to the station's needs. To do this, the Vendor will perform one or more of the following three Tasks:

1. Support stations' Technical Applications and post-award grant compliance:

- a. Assist television and radio stations, especially small, rural, and tribal stations, as they apply for, manage, and implement the NGWS subgrants. Many applicants for NGWSGP subgrants may lack the resources to successfully apply for and implement NGWSGP funding in compliance with federal rules including but not limited to procurement rules at 2 C.F.R. Part 200. As needed, assist NGWSGP applicants with completing and filing grant applications, understanding program requirements and processes, responding to requests for information from CPB or FEMA, submitting program documents such as invoices and receipts, and understanding the federal procurement rules and grant management requirements at 2 C.F.R. Part 200, among other applicant/subrecipient assistance needs.
- b. Support CPB by producing schedules and technical reports in support of project tracking and reporting to FEMA, and subrecipient reporting to CPB.
- c. Support subgrant close-out and CPB compliance with federal records retention requirements.
- d. Propose and assist CPB in implementing a process for tracking equipment disposition to provide CPB data required by FEMA for closeout of CPB's NGWS grant.

2. Conduct an Applicant equipment needs assessment and provide technical expertise to CPB:

- a. As directed by CPB, evaluate individual public TV and radio applicants' existing air chain infrastructure to identify their existing capabilities, new equipment needs, other necessary improvements and any prohibited telecommunications equipment to be replaced to meet the NGWSGP goals stated in Section V "Background" above. The assessment will be based on station-provided air chain schematics and/or original equipment invoices and/or visuals such as photographs of the equipment showing name, manufacturer, and serial number of the existing air chain equipment and other relevant data sources.

- b. Applicant equipment needs assessments may require some CPB-pre-approved in-person visits to assess NGWSGP applicant systems/capabilities per calendar year. On-site assessment may involve evaluating local geography, demographics, transmission, power, and communications systems, etc. All stations are in the United States and its Territories, or on tribal lands within the United States. These in-person assessments may be performed by the Vendor or its subcontractor(s).
- c. Continuously inform CPB's understanding of equipment and services that support IPAWS alerts and ATSC 3.0 compliance.
- d. Track and report on any Federal Communications Commission ("FCC") related Emergency Alert System ("EAS"), ATSC 3.0, and digital radio developments that might affect technical assistance service and process.
- e. Participate in and/or create and deliver webinars to subrecipients related to equipment and services that support IPAWS alerts and ATSC 3.0 compliance.
- f. Assist CPB in identifying and evaluating each applicant station's capacity to receive, broadcast and redistribute emergency alert messages using IPAWS' Common Alerting Protocol (CAP) after NGWSGP improvements.
- g. Provide technical expertise as needed to support CPB and its vendors' efforts to acquire, install, test, and train subrecipients on NGWSGP-approved equipment.
- h. Help subrecipients to coordinate, negotiate and manage technical and business proposals with other public, private, or commercial TV and radio stations in an area or region as necessary to minimize costs and gain benefit of sharing technical equipment and expertise. This includes "Lighthouse" ownership agreements for shared spectrum, equipment and facilities, terms, liability assignment, use and free access rights, power, rent, and maintenance.
- i. Assist subrecipients with FCC licensing.
- j. Assist CPB with promoting this public service for subrecipients.
- k. Notify local and regional resources, including commercial redistributors of subrecipients station content, of the changes to support new transmissions from subrecipients, with updates for electronic programming guide and public notifications of service changes (e.g., consumer instructions for tuning to updated channel parameters).

3. Create and manage the NGWSGP Supply Schedule:

- a. Work with CPB to create the NGWSGP Supply Schedule - a multiple award system similar to the U.S. Government's GSA Federal Supply Schedule - that will serve as a vehicle for the simplified, centralized, and timely acquisition of broadcast and

resilience-related equipment that may be purchased with NGWSGP funds by subrecipients (public TV and radio stations as defined in Section V above) or by CPB for subrecipients. All purchases for and from the NGWSGP Supply Schedule must comply with federal procurement requirements at 2 C.F.R. Part 200 (see Section VIII. Procurement Guidelines, below for details).

- b. In compliance with CPB's NGWSGP Procurement Policy, solicit and document competitive proposals from multiple vendors to supply equipment, architectural and installation services, and training for the NGWSGP Supply Schedule. NOTE: The Vendor that creates and manages the NGWSGP Supply Schedule and its affiliates will have an Organizational Conflict of Interest that prohibits it from competing for or otherwise selling goods and/or services on the NGWSGP Supply Schedule.
- c. Collaborate with CPB and its vendors to identify the equipment and services that will be available on the NGWSGP Supply Schedule.
- d. Manage the CPB-controlled NGWSGP Supply Schedule once established.
- e. Provide technical assistance as necessary to subrecipients purchasing goods or services from the NGWSGP Supply Schedule.

The Vendor(s) will be required to meet virtually with CPB on a regular basis as part of the technical assistance and evaluation process. At CPB's request, the Vendor may also be required to meet at CPB's offices during the term of the contract. As needed, the Vendor will participate in other meetings, webinars, presentations to FEMA, CPB executives and/or the CPB Board of Directors.

The Vendor shall submit, with each invoice for payment, a detailed report of work performed during that invoice period. In addition, the Vendor will provide monthly reports, by the 15th day of each month throughout the term of the contract, describing all project activities performed including a description of completed tasks and quantities. The Vendor may also be asked to provide other documentation pertaining to the services provided.

VIII. PROCUREMENT GUIDELINES

The NGWSGP is subject to the requirements of 2 C.F.R. Part 200, including procedures which CPB has adopted in its NGWSGP Procurement Policy. All procurement activities undertaken for CPB under contracts awarded pursuant to this RFP must comply with those rules. Subrecipients of NGWSGP funds must also comply with their own procurement policies, which in turn must comply with the federal rules. If a Subrecipient does not have its own procurement policy, CPB may require it to comply with CPB's procurement policy or a similar federally compliant procurement policy approved by CPB. CPB's procurement policy is available upon request to

Mr. Maciej Ochman, Director, Media Technology & Service Strategies, at mochman@cpb.org or it can be found at <https://www.cpb.org/procurement-policy-fema-next-gen-warning> . In all procurements, the Vendor shall document in the Procurement File the procurement process that was followed and the basis for all decisions and recommendations to CPB.

IX. REQUIRED PROPOSAL CONTENTS

Proposal font size shall not be less than 12-point font. The proposal shall have 1-inch margins, except for tables and charts, which must be clearly legible. Proposals must be submitted by an individual who is legally authorized to contractually obligate the proposing vendor. Vendors must submit separate Technical and Cost proposals which must contain the following:

1. Technical proposals must include the following:
 - a. A cover page that includes the project title “**NGWSGP Technical Advisory and Administrative Assistance Service**”, and the following vendor primary contact information:
 - i. name,
 - ii. mailing address,
 - iii. e-mail address, and
 - iv. telephone number.
 - b. The proposal must clearly identify the tasks identified in the Scope of Work above which the Vendor seeks to perform. Vendors may compete for any or all of the three identified tasks but may submit only one proposal.
 - c. The Vendor’s proposed plan, methodologies, and approach to address the Scope of Work.
 - i. If the Proposal is presented by a collaborative team, explain the teaming arrangement.
 - ii. If the Vendor intends to subcontract any portion of the work, describe what work would be subcontracted, how subcontracts would be let, and the Vendor’s plan for subcontractor oversight. Identify any subcontractors who the Vendor has selected or intends to use at the time the proposal is submitted.
 - iii. The Proposal must identify any obligations of CPB (e.g., services and operational requirements) upon which the approach is contingent.

- d. The Vendor's relevant expertise and experience, including the following:
- i. Resumes for each anticipated staff members who will work on the project, addressing each of the following qualifications:
 - 1. Professional background, including television and/or radio broadcast experience and/or significant experience and credentials as a successful broadcast industry expert, including broadcast engineering experience;
 - 2. Education, including undergraduate, graduate, and professional degree(s), professional licenses, and engineering society credentials;
 - 3. Knowledge of and experience with NextGen TV;
 - 4. Knowledge of and experience with HD radio;
 - 5. Knowledge of the FCC regulations, issues, and processes pertaining to NextGen TV, EAS, HD radio, and cybersecurity;
 - 6. Knowledge of regulatory issues affecting broadcast television and radio stations;
 - 7. Experience in advising technology clients regarding significant capital expenditures;
 - 8. Knowledge of and experience with the public broadcasting system, and
 - 9. Knowledge of and experience with emergency alerting systems for NextGen TV and radio, including EAS, AEA, IPAWS, NOAA and WEA.
 - ii. A narrative summary of all items in section IX.1.d i through iv for staff of any subcontractors who will work on the project.
 - iii. Examples of the Vendor's recent experience in providing executive level recommendations and/or execution in the areas of ATSC 3.0 and/or HD radio broadcast engineering and technologies, integration, installation; EAS; the Integrated Public Alert & Warning System; cybersecurity and content protection; grant management and/or experience in applying federal procurement requirements under 2 C.F.R. Part 200.
 - iv. Examples of no more than three (3) projects comparable to the task(s) in this RFP for which the Vendor is competing, which the Vendor completed during the past five (5) years, and which demonstrate the Vendor's experience in broadcast engineering, technology and regulations, and federal grant management support; identify the role of staff/subcontractors on those

projects that would perform NGWSGP Technical Advisory and Administrative Assistance Services; and

- v. References from the project examples provided, including telephone and e-mail contact information.

2. Cost proposals must include the following:

- a. The hourly rates of staff (including subcontractor staff) and estimated work hours or percent of time per staff member that may be required during the contract term and any renewal period;
- b. Identification of all work to be subcontracted;
- c. Anticipated travel costs, if any. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section XV below.

Fixed unit prices and hourly rates must reflect all wages, benefits, general and administrative expenses, indirect costs, overhead and profit.

Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by CPB.

3. Additional information that must be included:

- a. State the Vendor's exceptions to any of the requirements in this RFP. If no exceptions are indicated, it will be assumed that the Vendor selected accepts and agrees to comply with all requirements of the RFP. Exceptions taken by a vendor may influence CPB's evaluation and ranking of its proposal.
- b. Vendor Responsibility:
 - i. The proposal must notify CPB if the Vendor or any of its principals, or any of its subcontractors or their principals, have been convicted of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, tax evasion, making false statements, receiving stolen property, antitrust violations or any other offense indicating a lack of business integrity or honesty.
 - ii. The proposal must notify CPB if the vendor has been adjudicated to have failed to comply with equal opportunity or nondiscrimination laws, affirmative federal contract requirements to ensure that small and minority businesses, women's business enterprises and labor surplus area vendors are considered for contracts, and/or applicable prevailing wage laws, regulations, and executive orders.

- iii. The proposal must notify CPB if the Vendor, any of its principals or any of its subcontractors are not in good standing with the applicable state Secretary of State or have been debarred or suspended from local, state, or federal programs.
- iv. The proposal must notify CPB if the Vendor, or any of its principals, or any of its subcontractors or their principals, have an actual or potential personal or organizational conflict of interest. If an actual or potential conflict of interest exists, the proposal must explain how it will be avoided or eliminated.
- v. Lobbying Certification and Disclosure Form (Attachment A)
- vi. Certification Regarding Debarment and Suspension (Attachment B)
- vii. Key Personnel – identify employees of the Vendor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants who will be considered essential to the work being performed under this grant.

Rejection of Non-Responsive Proposals:

A proposal may be rejected as non-responsive if it does not conform to the requirements and instructions in this RFP. A proposal may also be non-responsive for reasons that include, but are not limited to, failure to submit or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion; obvious lack of experience or expertise to perform the required work; a vendor's submission of more than one proposal for the same work under the same or a different name; and failure to perform or meet financial obligations under previous contracts.

PROPOSALS ARE EXPECTED TO ADDRESS AND INCLUDE ALL MATERIALS FOR EACH ELEMENT IDENTIFIED IN THIS SECTION IX *REQUIRED PROPOSAL CONTENTS* THAT RELATE TO THE WORK THE VENDOR PROPOSES TO PERFORM. PROPOSALS WITHOUT THE REQUIRED CONTENTS MAY BE EVALUATED ACCORDINGLY OR REJECTED.

X. EVALUATION PROCESS AND SCORING CRITERIA

CPB intends to contract for the full Scope of Work described in this RFP, which may result in the selection of more than one vendor. CPB therefore reserves the right to award multiple contracts to perform the services solicited.

CPB will evaluate all responsive proposals from responsible vendors in accordance with the scoring criteria listed below. CPB, at its discretion, may interview the top scoring Vendors' client references. Proposals will first be ranked in the order of their qualifications, after which CPB may conduct interviews with the highest ranked vendors. CPB will then select the most qualified

vendor(s) for negotiations. If CPB and the most qualified vendor(s) fail to agree on terms acceptable to CPB, including price, CPB may conduct negotiations with the next most qualified vendor(s). If necessary, CPB will conduct negotiations with successive vendors in descending order until it decides to award a contract to one or more vendors.

Awards, if made, will be to the responsible and responsive vendors whose proposals, in CPB's sole discretion, are most advantageous and offer the best overall value to CPB, considering price and all other factors. CPB reserves the right to reject all proposals, to withdraw this RFP, to waive minor informalities and irregularities in any proposal, and to award contracts to other than the lowest priced vendors.

Proposals will be evaluated and scored on a 0-10 scale, based on the following factors, with the weight of each factor expressed as a percentage of the total score:

(30%) – The quality of the Vendor's proposed plan, methodologies, and approach to address the Scope of Work.

(30%) – Experience of staff relevant to the proposed Scope of Work, as evidenced by resumes of proposed staff members.

(20%) – Quality of examples provided, as they relate to demonstrable knowledge and expertise to the proposed Scope of Work.

(20%) – Cost: Reasonableness of the costs.

Regardless of score, proposals will be rejected from vendors who are deemed not responsible (For example, vendors who have been suspended or debarred from competing for government contracts).

CPB will also exclude any vendor that developed or drafted the specifications, requirements, statements of work, or otherwise participated in the development of this RFP.

XI. PROPOSAL SUBMISSION AND SELECTION

Vendors must submit their technical proposals (including required certifications) and their cost proposals separately through CPB's electronic grants management system.

To gain access to the electronic grants management system, please send an email request to Mr. Maciej Ochman, Director, Media Technology & Service Strategies, at mochman@cpb.org, no later than February 27, 2023 at 3:00 PM ET. CPB will provide access to interested vendors within two business days. If your organization already has an account within CPB's electronic grants system, you must still request access to this specific RFP.

Once access is granted, Vendors must upload the technical proposal in Microsoft Word or PDF format and the cost proposal in Excel format separately in the appropriate fields. Include the required certifications (Attachments A and B to this RFP) with the technical proposal.

The selected Vendor will be notified in writing by an intent to award letter.

XII. PROPOSALS

Proposals submitted in response to this RFP shall be valid for at least 90 days following the closing date of the RFP.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Vendor's qualifications and other information necessary to meet the requirements of this RFP.

Neither multiple nor alternate proposals will be accepted.

This RFP and any communications with respect to it, including Vendors' proposals, may be considered within the public domain because CPB must submit the resulting contracts to FEMA in their entirety, together with costs and other information required for approval and reimbursement. Vendors must therefore clearly identify any information in their proposals which they consider to be trade secrets or other confidential, proprietary information that is legally exempt from disclosure, together with the specific legal basis for its exemption. The resulting contract will be shared, in its entirety, with FEMA.

The selected Vendor(s) shall be responsible for all services required by this RFP. Subcontractors must be identified and a complete description of their roles relative to the proposals must be included in the Vendor's proposals.

CPB is not responsible for loss or damage to materials submitted with or in support of this RFP. Any submission to CPB shall become the property of CPB (exclusive of any intellectual property rights contained and identified in such submission), and CPB is not required to return materials submitted by Vendors. CPB is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made in response to this RFP.

Solicitation by CPB of proposals does not constitute an agreement by CPB to extend funding to any party for the project under consideration. CPB may, in its sole discretion, elect not to pursue this project in any manner.

By submitting a proposal, each Vendor grants CPB the right to duplicate, use, disclose, and distribute all the materials submitted for purposes of evaluation, review, and research. In addition, each Vendor guarantees that it has final and complete rights to all the information and materials included in its proposal. Each Vendor also guarantees that all such materials are not

defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party.

CPB will not be responsible for the costs of preparing and submitting proposals or any other activities relative to this solicitation.

XIII. CONDITIONS OF AGREEMENT

If a proposal in response to this RFP is selected for funding, the successful Vendor will be required to sign a binding contractual agreement. Until both parties have signed such an agreement, there shall be no express or implied commitment by CPB to compensate the Vendor for any work performed. Any work commenced before then shall be at the Vendor's own risk and expense.

The successful Vendor, its subcontractors and others receiving NGWSGP funds from CPB must comply with federal requirements that will be included in the resulting contract. These requirements include, but are not limited to:

1. The Vendor will demonstrate adequate financial support to complete the work and to deliver reports and intellectual property created pursuant to the contract;
2. The Vendor will maintain, for four (4) years following termination or expiration of the contract, all financial records of the project, which shall be accessible to CPB, its and other Inspectors General, and to the U.S. Comptroller General or other representatives for examination and audit purposes. Vendor must also ensure that any subcontractors or other parties under the contract shall also maintain such records for the period specified and under the same terms;
3. The Vendor will maintain, for four (4) years following termination or expiration of the contract, a complete file of all subcontracts and other agreements, licenses, clearances, and other documents related to the work undertaken, copies of which shall be made available to CPB on request;
4. The Vendor will comply with all applicable equal employment opportunity and nondiscrimination laws and policies;
5. The Vendor will be required to provide documentation of actual costs, and provide supporting detail demonstrating that all costs are reasonable, necessary, and allocable to the requirements and objectives of the work undertaken;
6. The contract will be governed and construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;
7. No funds provided by CPB will be used (i) for any activity designed to influence legislation or appropriations pending before the United States Congress or any state legislature or

(ii) to conduct any reception or provide any other entertainment for any officer or employee of the Federal Government or any state or local government; and

8. Vendor will be required to indemnify and hold CPB harmless from and against all claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or related to: (i) any alleged or actual breach of any representation or warranty in the contract; (ii) any other default by such Vendor of any term or provision of the contract; or (iii) Vendor's performance under the project.

All applicable federal terms and provisions required by 2 C.F.R. Part 200 and implementing FEMA guidance will be included in any resulting contract, including but not limited to termination for cause and termination for convenience. (See Federal Terms at Attachment C.)

Other material terms and provisions will be set forth in the documents provided to the selected vendor.

XIV. EXPENSE GUIDELINES

Travel expenses incurred by non-CPB staff (including consultants) must be itemized in the Non-Employee Expense Form. Each expense of \$25.00 or more must be supported by an original receipt. Expenses requiring CPB approval must evidence such approval. Reimbursement of travel expenses is subject to the following limitations:

9. Daily commuting expenses between an individual's home and either a CPB office or the vendor's office will not be reimbursed. Only non-commuting travel as authorized by CPB will be reimbursable.
10. Only coach or economy class airfare, rail fare or bus fare may be reimbursed towards travel expenses. If authorized, private automobile use will be reimbursed at the prevailing IRS rate, but not in excess of the lowest available airfare. Taxicab (and rideshare) fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi (or rideshare) fare would exceed the per-day car rental rate, or when no other convenient and less expensive form of ground transportation is available. Travelers may rent intermediate-size vehicles.
11. CPB will reimburse only for reasonable, standard rate, single room accommodations and appropriate incidental charges (i.e., tax) on days that the individual is either actively traveling and/or performing work for CPB while in travel status. Incidental expenses incurred for comfort, grooming or personal enjoyment, such as airline and room movies, haircuts, shaving equipment, shoeshines, etc., are not eligible for reimbursement.
12. CPB will reimburse for meals up to a total of \$65.00 per day for domestic travel, on days that the individual is either actively traveling and/or performing work for CPB while in

travel status, provided that meals are not otherwise furnished or included in connection with an activity.

XV. LICENSES

The selected vendor, its employees and subcontractors must be properly licensed for the work specified in this RFP. Vendor must submit proof of all required licenses before a contract is awarded.

XVI. REPRESENTATIONS BY SUBMISSION OF PROPOSALS

By submitting a proposal, the Vendor represents and warrants that:

1. Vendor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
2. Vendor recognizes and agrees that CPB will not be responsible or liable in any way for any losses that the Vendor may suffer from the disclosure or submittal of proposal information to third parties.
3. Vendor acknowledges that any contract that results from this RFP will be funded in whole or in part with federal funds and commits to complying with all applicable federal and state laws, regulations, executive orders, and policy in the performance of the Scope of Work of any contract resulting from this RFP. Vendor acknowledges that all applicable federal terms and provisions required by 2 C.F.R. Part 200 and requested by FEMA will be included in any resulting contract.

XVII. AFFIRMATIVE SUBCONTRACTING STEPS

The Vendor will be the primary service provider and shall be responsible for all work performed, including any work performed by subcontractors. **All subcontractors are subject to the same requirements of this RFP applicable to the proposing Vendor as prime contractor.**

If any portion of the Scope of Work is to be performed by subcontractors, proposals must identify them and the work to be performed by each. Requests to use sub contractors received after the solicitation process are subject to CPB's approval. Pursuant to 2 C.F.R. § 200.321, the Vendor must take the following affirmative steps to solicit disadvantaged vendors as subcontractors:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when practicable and economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CPB reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

XVIII. PROTESTS

The selection of Vendors and the award of all contracts pursuant to this RFP shall be in CPB's sole discretion. Its decisions shall be final and not subject to protest or challenges in any administrative or judicial proceeding or otherwise.

XIX. NONDISCRIMINATION POLICY

CPB complies with Federal civil rights laws and is committed to implementing the NGWSGP without discrimination in accordance with:

- *Title VI of the Civil Rights Act of 1964*, which prohibits discrimination based on **race, color, or national origin** (including **language**).
- *Section 504 of the Rehabilitation Act of 1973*, and *Titles I, II, and III of the Americans with Disabilities Act* which prohibit discrimination based on **disability**.
- *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination based on **sex** in education programs or activities.
- *Age Discrimination Act of 1975*, which prohibits discrimination based on **age**.

- *U.S. Department of Homeland Security regulation 6 C.F.R. Part 19*, which prohibits discrimination based on **religion** in social service programs.

CPB will not restrict a Vendor in any way from competing for award because of race, color, national origin (including language), disability, sex, age, religion, or other protected class.

If a reasonable accommodation is needed to respond to this RFP due to disability or English proficiency, or for any questions regarding CPB's nondiscrimination policy, please contact Mr. Maciej Ochman, Director, Media Technology & Service Strategies, at mochman@cpb.org.

**ATTACHMENT A:
LOBBYING CERTIFICATION AND DISCLOSURE FORM**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature: _____

Contractor Name: _____

Representative's Name: _____

Title: _____

RFP/IFB/Contract No.: _____ Date: _____

**ATTACHMENT B:
CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

1. By signing below and submitting this proposal, Contractor certifies that:
 - a. neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
 - b. If selected, Contractor will not make any subaward or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs or activities.
2. If Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation.

Signature: _____

Contractor Name: _____

Representative's Name: _____

Title: _____

RFP/IFB/Contract Number: _____

Date: _____

ATTACHMENT C
FEDERAL CONTRACTING CLAUSES

1. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, CPB may in its sole discretion:

- a. elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- b. hire another contractor to perform the work and deduct any additional costs incurred by CPB as a result of substituting contractors from any amounts due to Contractor; or
- c. pursue and obtain any and all legal or equitable remedies.

This Section shall in no way be interpreted to limit CPB's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

2. TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time by mutual written consent of CPB and Contractor. CPB may terminate this Contract for its convenience immediately upon delivery of written notice to Contractor. Upon such termination, Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims. Contractor's sole right and remedy shall be to recover payment for any authorized work satisfactorily completed through the termination date.

3. TERMINATION FOR CAUSE

CPB reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- a. Lack of, or reduction in, funding or resources in which instance, CPB shall provide the Contractor ten days' written notice of such termination or lack of funds;
- b. The Contractor's improper, misuse or inept performance of services under this Contract;
- c. The Contractor's failure to comply with the terms and provisions of this Contract;
- d. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete, and/or false in any way;
- e. In CPB's sole discretion, if termination is necessary to protect the health and safety of its customers or clients;
- f. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its

affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

- g. The Contractor's inability to perform under this Contract due to judicial order, injunction, or any other court proceeding.

In the event of termination, CPB may take possession of the premises and all materials, tools, equipment, and appliances thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due CPB for its cost of completing the work and for reimbursement of damages incurred. If the expense incurred by CPB to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to CPB. If CPB makes a determination to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that CPB's default determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes to be a termination for convenience with the same rights and obligations as provided in Clause 2 of this Attachment. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Contract in connection with such termination and does expressly waive any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and other such losses or damages.

4. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The Contractor agrees to report each violation to CPB and understands and agrees that CPB will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

5. SUSPENSION AND DEBARMENT

Federal regulations restrict CPB from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.
- c. This certification is a material representation of fact relied upon by CPB. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CPB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply for or bid on a contract award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each contractor tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (“McCain Act”), and 2 C.F.R. section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by section 889 of the McCain Act or 2 C.F.R. section 200.216.
- b. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts and other contractual instruments resulting from this Agreement.

8. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. This Agreement is funded in whole or in part with federal assistance, and is subject to the Build America, Buy America Act, 41 U.S.C. 8301 note (“BABAA”). The BABAA requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects be produced in the United States.
- b. Infrastructure includes the structures, facilities, and equipment for utilities; broadband infrastructure; and buildings and real property.
- c. All iron and steel consumed in, incorporated into, or affixed to an infrastructure project in the performance of this Agreement must be produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

- d. All manufactured products used in the infrastructure project must be produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- e. All construction materials must be manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.
- f. For more information, visit FEMA's BABAA guidance at <https://www.fema.gov/grants/policy-guidance/buy-america>.

9. ACCESS TO RECORDS

- a. The Contractor agrees to provide CPB, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, CPB and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. CHANGES

No changes to the scope of work, price, or schedule shall be effective unless made in writing and signed by an authorized representative of each party.

11. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CPB, the Contractor, or any other party pertaining to any matter resulting from the Contract.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

16. COPYRIGHT AND DATA RIGHTS

The Contractor grants to CPB and FEMA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this contract ("Work Product") the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product. For data and materials required by the contract but not first produced in the performance of this contract ("Acquired Work Product"), the Contractor will identify and grant to CPB or acquire on its behalf a license in Acquired Work Product that meets requirements, as determined solely by CPB, for CPB to use and to license others to use the Work Product and Acquired Work Product for all activities of the NGWSGP and for ongoing use, training, maintenance, and improvement of the resulting technology improvements. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works. Upon or

before the completion of this contract, the Contractor will deliver to CPB, in formats acceptable to CPB, copies of Work Product and Acquired Work Product.