



Corporation
for Public
Broadcasting

Request for Proposals

Corporate Meeting Room Construction

July 2015

Project Overview

The Corporation for Public Broadcasting (CPB) requests proposals from qualified and licensed construction general contractors to manage and complete the building of a new corporate meeting room for CPB.

CPB's offices are located in downtown Washington, D.C., at 401 9th Street NW. CPB seeks to renovate an existing storage room for use as additional conference room space. The space is approximately 250 square feet in size. Work to be performed under this agreement shall include, but not be limited to, the following:

- A. demolition of existing elements within the space;
- B. installation of new lighting and additional electrical work;
- C. installation of supplemental HVAC to support the space;
- D. construction to include closet storage and glass entryway; and
- E. finishing work (painting, carpeting, etc.).

Detailed architectural plans outlining the exact work to be performed can be accessed through the web address link in Section II.

This agreement will extend for a period no longer than six (6) months, by which time all work shall be completed according to the plans provided herewith via the web address link:

<https://asdnet.sharefile.com/d-sc0d02fd0d964692b>.

Proposals must be submitted no later than 5:00 p.m. Eastern Daylight Time on August 18, 2015.

I. CPB

CPB is a private, non-profit corporation created by the United States Congress through the Public Broadcasting Act of 1967. CPB is exempt from taxes under Section 501(c)(3) of the Internal Revenue Code. It is funded by the United States Federal government through annual Congressional appropriations. The purpose of CPB is to promote non-commercial media in television, radio, and other digital platforms for the American people.

II. Proposal Components

Applicants must separate their technical and cost proposals, and each proposal must contain the following components:

A. Technical Proposal

1. Scope of Work

- i. Provide a detailed description of all work to be performed based on the architectural plans provided via the web address link: <https://asdnet.sharefile.com/d-sc0d02fd0d964692b>.
- ii. The Scope of Work should be organized in stages, reflecting major elements of the project similar to those below:
 - a. demolition of existing elements within the space;
 - b. installation of new lighting and additional electrical work;
 - c. installation of supplemental HVAC to support the space;
 - d. construction to include closet storage and glass entryway; and
 - e. finishing work (painting, carpeting, etc.).
- iii. Include a timeline showing a breakdown of the hours and staff and contractors assigned for each major element within the Scope of Work and the anticipated completion date.
- iv. Identify the following operation information:
 - a. intended hours of daily operation for the project;
 - b. days intended to be included in the workweek for the project; and
 - c. workplace requirements of the applicant organization.
- v. Provide applicant's policies, including any fees, for change orders.

2. Company Overview

- i. Provide a brief description of the applicant's organization.
- ii. Provide no more than four examples of projects similar in size and scope, preferably within the Washington, D.C., metro area, completed within the past three years.
- iii. Provide no more than two references from the examples above, along with their e-mail addresses and telephone numbers. Preferably, the references should be for construction services for clients in downtown Washington, D.C.
- iv. Identify any significant challenges that may occur during the process and explain how they will be addressed.
- v. Specify any concerns or issues that may occur when implementing the architectural plans.
- vi. Provide a copy of applicant's policies regarding the hiring of subcontractors and employees.
- vii. Identify all staff and subcontractors that are to be assigned to the project.

B. Cost Proposal

1. **Cost of Project.** The applicant's proposal should include the following with regard to the cost of the project:
 - i. overall proposed cost to CPB for completing the project outlined in the Scope of Work; and
 - ii. a detailed budget of the project costs showing the number of hours and rates of each employee and/or contractor assigned to the project, broken down by the major elements outlined in the Scope of Work.
2. **Schedule of Payments.** Since CPB is funded by taxpayer dollars, a final payment of at least 25 percent will be retained until the project is completed to CPB's satisfaction. The applicant's proposal should include a suggested schedule of payments to be made by CPB as work progresses.

III. Evaluation Criteria

Proposals will be evaluated on the following criteria with the associated weight.

- A. Quality and thoroughness of the Scope of Work (30%);
- B. Applicant's experience and references (30%); and
- C. Cost – reasonableness of the proposed price (40%).

IV. Project Partners and Other Information

The following is information regarding partnering entities and stakeholders to this project:

- A. **Architectural and Design Work.** CPB has selected ASD as its architectural and design partner for this project. All work performed by the winning Applicant will be done in collaboration with personnel from ASD and CPB.
- B. **Property Management.** The CPB offices are located in Market Square North, 401 9th Street, NW, on the 2nd and 3rd floors. Market Square North is a Boston Properties Building. All work performed by the winning Applicant must be done within the guidelines and rules set forth by Boston Properties for building operation, construction, and access. The winning Applicant must provide proof of indemnity as required by Boston Properties. Applicants who would like further information should contact Chadwick Cook at ccook@cpb.org.
- C. **Space Tour.** Applicants are invited to tour the area designated for the project between August 10, 2015, and August 15, 2015. The tour will last not more than thirty (30) minutes. Applicants must notify Mr. Cook at ccook@cpb.org to schedule a tour.

V. Proposal Submission

Proposals are due no later than 5:00 p.m. Eastern Daylight Time on August 18, 2015. Applicants must submit separate technical and cost proposals. The technical proposal, along with any accompanying documentation, must be emailed in PDF format to Chadwick Cook, director, Office Services, at ccook@cpb.org.

The cost proposal must be provided by e-mail as attachments to Jackie Livesay, Assistant General Counsel & Vice President, Compliance, at jlivesay@cpb.org. CPB will acknowledge by e-mail receipt of each proposal.

All questions must be submitted via e-mail to Mr. Cook at the e-mail address above and will be posted without attribution and answered on CPB’s website.

CPB may request applicants with the top scores to meet with senior management at CPB’s offices in Washington, D.C. If so, CPB will notify applicants to schedule these meetings.

VI. Timeline

TIMELINE	
Activity	Date
RFP Announcement	July 30, 2015
Response Deadline	August 18, 2015
Select Presentations to CPB	TBA
Contract Signed	August 25, 2015
Project Begins	TBA

VII. CPB Terms

Proposals become the sole property of CPB and will not be returned. CPB will not entertain any claim for expense in relation to the preparation and submission of this RFP or any matter relating thereto. If additional information about CPB is needed, please visit www.cpb.org.

VIII. General Terms

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the applicant’s proposals to meet the requirements of this RFP. Neither multiple nor alternate proposals will be accepted. An applicant should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets.

The selected applicant shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their role(s) relative to the proposals must be included in the applicant’s proposals.

By submitting an offer in response to this RFP, an applicant, if selected for award, shall be deemed to have accepted the terms of this RFP. Any exceptions to this RFP must be clearly identified in the proposal. A proposal that takes exception to these terms may be rejected.

As part of the RFP review process, CPB may share materials, data, other information and analyses (collectively, “Information”) with applicants. As a condition of receiving such Information, applicants responding to this RFP shall be deemed to have agreed to protect, preserve, and maintain all such Information on a strictly confidential basis, and to promptly return to CPB upon its request all tangible copies of such Information in their possession.

CPB is not responsible for loss or damage to the material submitted, or for any unauthorized use or misuse of the submitted materials by any third party. Any submission to CPB shall become the property of CPB (not including any intellectual property rights contained in such submission), and CPB is not required to return any submitted materials to any applicant.

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, at its sole discretion, elect not to pursue this project in any manner.

By submitting a proposal, each applicant grants to CPB the right to duplicate, use, disclose, and distribute all of the materials submitted for purposes of evaluation, review, and research. In addition, each applicant guarantees that the applicant has full and complete rights to all of the information and materials included in the proposal. Each applicant 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.

IX. Conditions of Agreement

If a proposal is selected for funding, applicants will be required to sign a binding agreement. Until both parties have signed an agreement, no express or implied commitment has been made to provide financial support. Applicants are not authorized to commence work until the agreement is fully executed. If applicants opt to commence work, they do so at their own risk. No oral or written statement other than the signed, written agreement will govern or modify the relationship. As a condition of agreement, applicants must guarantee that, among other things, any work they undertake on behalf of CPB is not defamatory and will not violate or infringe upon the privacy rights, copyrights, or other proprietary rights of any third party. Selected applicants must also agree to indemnify CPB against any loss resulting from breach of any of the guarantees contained in the agreement.

Those receiving funds from CPB must be able to comply with a number of requirements that will be included in the operative agreement. These requirements include but are not limited to:

- 1) Maintenance, for three years following receipt of relevant funds, of all financial records to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives for examination and audit purposes;
- 2) Maintenance, for three years after approval of a final financial report, of 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;
- 3) Compliance with equal employment opportunity and nondiscrimination laws and policies;
- 4) Applicants will be required to provide documentation as to actual costs;
- 5) All research and materials created, developed, compiled, or produced pursuant to or as a result of this project (including but not limited to all reports) will be considered ordered and commissioned by CPB as works made for hire under the copyright laws and made in the course of services rendered. If, for any reason, the proposed research and materials to be provided are not considered works made for hire under the copyright laws, then the applicant will be required to assign all right, title, and interest in and to such research and materials to CPB. Applicants further agree that neither they, nor any of their subcontractors, will have any copyrights whatsoever in any research and/or materials created, developed, compiled, or produced by them or by any subcontractor, or by any third party participating in the preparation of research or materials for this project;
- 6) Applicants will be required to represent and warrant that no funds provided by CPB shall be (i) used for any activity designed to influence legislation or appropriations pending before the United States

Congress or any State legislature (26 §U.S.C. 501(c)(3)); or (ii) used to conduct any reception or provide any other entertainment for any officer or employee of the Federal government or any state or local government (47 §U.S.C. 396, D(k)(2(A));

7) Applicants will be required to indemnify and hold CPB harmless from and against all actual or alleged 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 operative agreement; (ii) any other default by such applicant of any term or provision of the operative agreement; or (iii) applicant's performance under the Project;

8) Applicants will be required to demonstrate adequate financial support to complete the work for which they have been contracted and to deliver reports and/or other intellectual property created pursuant to the Agreement;

9) Applicants will submit to CPB a copy of any U.S. Comptroller General final audit report in connection with the project; and

10) CPB will not be responsible for any costs incurred by an Applicant in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

Other material terms and provisions will be set forth in the binding agreement that the successful applicant will be required to execute.