



Request for Proposals
Business and Media Strategy Consultant
Proposals Due Friday, March 24, 2017, 6 PM ET

The Corporation for Public Broadcasting (“CPB”), System Development and Media Strategy (MSTRA) is seeking a consultant to provide counsel and assistance on the issues facing the public television system, including the impact of the spectrum auction on system composition and public policy, changes in consumer behavior and content delivery technology, and evolving business strategies in a digital environment.

The consultant will assist CPB in identifying research gaps, and developing potential grant programs focusing on: technology, digital and broadcast infrastructure, digital behavior and models, and new business models. The consultant must have extensive experience with the public television system, including the following:

- Digital technology – experience with digital product and business development.
- Business models – experience assessing, analyzing, and implementing nascent business strategies.
- Station strategy and operations – experience with strategic planning and tactical operations in public media.
- Public policy – experience with policy development, review and implementation.

The term of the agreement is expected to be for up to one year, beginning upon execution of this agreement. The monthly hours on engagement will not exceed sixty. The consultant must be available to begin working as early as March 27, 2017. The contract will be renewable for two additional six-month terms, to provide similar services, at CPB’s sole discretion.

I. BACKGROUND

CPB is a private, non-profit corporation authorized by Congress in 1967 to receive federal government appropriations and to use those funds 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 1,400 local television and radio 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.

As the FCC Broadcast Incentive Auction comes to a close, CPB will hold a post spectrum Community Service Grant (CSG) panel to review its funding policies in light of the new public broadcasting landscape. CPB expects the review panel may include multiple meetings beginning at the end of April and will include representation from a mix of station types and sizes, as well as key stakeholders. Panelists will need to be updated on the findings and recommendations from multiple digital, technological and business model studies that intersect each other and the auction, as well as understand the implications of the proposed shift in the television broadcast standard to ATSC 3.0. To prepare for the meeting, the consultant will synthesize data from the studies and reports below to share with the panel and the system.

II. WORK SCOPE

The objective of the project is to identify the next steps that stakeholders and stations must undertake to ensure a healthy and sustainable public media. The consultant's assistance will include, but is not limited to:

- Analysis of the spectrum auction ("Auction") and its impact on public broadcasting, considering infrastructure, service and technology;
- Future Television Business Strategies Models ("Models") – analyze this report and create a strategy for communicating the models' value to the system;
- System Technical Assessment ("Tech Assessment") – review this report and identify the implications of an ATSC 3.0 rollout on future station equipment requirements, engineering needs, and opportunities for collaboration;
- System Digital Infrastructure and Culture Project ("Digital") – identify the implications of the project on station and system strategic planning;
- TV CSG Review Panel – synthesize the information above to assist CPB with presenting the same to the panel. The review is expected to be grounded in the priorities of universal service, and support for rural public media services, matching incentives to the current and future business environment;
- Future Grant Programs – as needed, advise CPB on the design of new grant programs to ensure a healthy and sustainable public media;
- Presentations – present the results of this review to CPB and other stakeholders as needed; and
- Other Activities – provide support to CPB on other similar projects.

Consultant must provide CPB with copies of all materials produced and submit a monthly report to CPB identifying the hours and work completed.

The Consultant will be required to meet with CPB periodically throughout the term at CPB's offices in Washington, D.C., and other travel as directed.

III. REQUIRED PROPOSAL CONTENTS

Applicants must separate their Technical and Cost proposals.

A. The Technical Proposal must include the following in the order specified:

1. Cover Page: Include the project title ("**Business and Media Strategy Consultant**"), primary contact name, mailing address, e-mail address, and telephone number.
2. Consultant's Background, including:
 - a. the individual or firm's relevant experience;
 - b. experience and skills of designated staff with regard to the following qualifications:
 - i. experience developing digital products, models and strategies;
 - ii. experience evaluating and implementing nascent business strategies;
 - iii. knowledge of and experience with strategic planning and tactical operations in public media;
 - iv. experience working with public media policy development and implementation, business models and technology; and
 - v. education, including undergraduate, graduate and professional degree(s), and professional licenses or credentials;
 - c. at least three examples of work similar in scope to that described in this RFP. Please describe significant challenges faced and the steps taken to successfully resolve them and being instrumental in affecting change; and
 - d. list of references from no more than three of the work examples provided, including telephone and e-mail contact information.

- B. The Cost Proposal must include the hourly rate of the Consultant(s) during the initial period and the renewal terms. Please identify any subcontracted staff. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section VII below.

Applicants that have any ownership or financial interest, directly or indirectly, in any public broadcasting television station must promptly disclose that relationship to CPB, whether the interest exists prior to responding to this RFP or at any time thereafter.

IV. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria and the associated weight:

1. Examples and Experience (80%) – The quality of the examples and whether they demonstrate the consultant's knowledge and ability in the areas of digital technology, business models, station strategy and operations, and public policy development and implementation, as detailed above. The experience of any proposed staff and the feedback from client references.
2. Price (20%) – The reasonableness of the proposed rates.

V. PROPOSAL SUBMISSION

Separate technical and cost proposals are due Friday March 24, by 6:00 PM EDT. Please include the words "**RFP: Business and Media Strategy Consultant**" in the subject line of the emails submitting both technical and cost proposals. CPB will acknowledge by e-mail each proposal that it receives.

Submit technical proposals and any samples of prior work by e-mail in PDF or Word format to: Djinni Field, Project Officer, dfield@cpb.org.

Submit cost proposals separately by e-mail in PDF, Word or Excel format to Jackie Livesay, Vice President, Compliance, jlivesay@cpb.org.

All questions must be submitted in writing to Djinni Field at the e-mail address above. The questions and CPB's responses will be posted on CPB's website without attribution.

CPB may request that Consultants with the top scores meet with and present their proposals to senior management at CPB's offices in Washington, DC. If so, CPB will notify Consultants of the time and date.

VI. TIMETABLE

Below is the anticipated timetable.

ACTIVITY	DATE
Proposal Submissions Due, 6 pm ET	March 24, 2017
Proposal Review and Selection	March 31, 2017
Contract Drafting and Execution	April 14, 2017

VII. PROPOSALS

Proposals submitted in response to this RFP by a Consultant 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 Consultant's proposals to meet the requirements of this RFP.

Neither multiple nor alternate proposals will be accepted. A Consultant 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 Consultant shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Consultant's proposals.

By submitting an offer in response to this RFP, a Consultant, 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 Consultants. As a condition of receiving such Information, Consultants responding to this RFP shall be deemed to agree 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 your possession.

CPB is not responsible for loss or damage to material submitted with or in support of this RFP. 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 Consultant. CPB is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made by 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 Consultant 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 Consultant guarantees that the Consultant has final and complete rights to all of the information and materials included in the proposal. Each Consultant 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 any costs incurred by a Consultant in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

CONDITIONS OF AGREEMENT

If a proposal in response to this RFP is selected for funding, the successful Consultant(s) 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. Consultants are not authorized to commence work until the agreement is fully executed. If Consultants 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, the successful Consultant(s) 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. Consultants 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) The Consultant will demonstrate adequate financial support to complete the work that has been contracted and to deliver reports and/or other intellectual property created pursuant to the Agreement;
- (2) The Consultant will maintain, for three (3) years following receipt of relevant funds, 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. (Consultant will additionally ensure that any subcontractors or consultants under the agreement shall also maintain such records for the period specified and under the same terms);

- (3) The Consultant will maintain, for three (3) years after approval of a final financial report, 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 Consultant will comply with equal employment opportunity and nondiscrimination laws and policies;
- (5) The Consultant will be required to provide documentation as to 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) 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 Consultant will be required to assign all right, title and interest in and to such research and materials to CPB. Consultant further agrees that neither they, nor any of their subcontractors, will have any copyrights or other intellectual property rights 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;
- (7) The agreement will be governed as construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;
- (8) 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
- (9) Consultant 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 operative agreement; (ii) any other default by such Consultant of any term or provision of the operative agreement; or (iii) Consultant's performance under the project.
- (10) The principal source of CPB funds is appropriations made by the U.S. Congress to CPB. In the event reductions occur in the amount of such appropriations that materially affect the ability of CPB to meet its obligations, then CPB and Consultant, at the option of CPB, agree to enter into good faith negotiations to modify the agreement.

Other material terms and provisions will be set forth in the documents provided to the Consultant that successfully completes the selection process.

EXPENSE GUIDELINES

Non-Employee Travel 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:

Transportation

Only coach or economy class airfare, rail fare or bus fare will be reimbursed towards travel expenses. Travelers must make every effort to plan travel and book transportation sufficiently in advance so as to realize cost savings, and travelers are required to accept the lowest fare available for the required itinerary.

Private automobile use will be reimbursed at the prevailing IRS rate, but not in excess of the lowest available airfare. Taxicab fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi 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.

Lodging

CPB will reimburse only for reasonable, standard rate, single room accommodations and appropriate incidental charges. Incidental expenses incurred for comfort, grooming or personal enjoyment, such as airline and room movies, haircuts, shaving equipment, shoe shines, etc., are not eligible for reimbursement.

Meals

CPB will reimburse for meals up to a total of \$65.00 per day for domestic travel and \$75.00 per day for foreign travel, provided that meals are not otherwise furnished or included in connection with an activity.