I. OVERVIEW

The Corporation for Public Broadcasting (CPB) regularly uses public television and radio station coverage area population data, density, demographics, and maps to inform grant making and public media policy decisions. Accordingly, CPB is seeking proposals from broadcast engineering consulting firms (Consultant) with public television and radio expertise to provide coverage area analyses, contour overlap data, and demographic population analyses for public broadcasting stations receiving or applying for Community Service Grant (CSG) funding from CPB. Consultant must provide most of the required analysis within three days of CPB’s request.

There are 408 public radio CSG recipients representing 1,136 radio stations, and 167 public television CSG recipients representing 362 public television stations. Consequently, CSG recipients may have more than one transmitter and translator, and the numbers of each may vary from year to year.

CPB will compensate the Consultant on a fixed fee basis for the coverage area population studies described in more detail below and on an hourly basis for custom studies over a two-year contract term. The contract will be renewable at CPB’s sole discretion for up to two additional two-year terms to provide the same or similar services.

II. ABOUT CPB

CPB is a private, not-for-profit, non-governmental corporation authorized by Congress in 1967 through amendments to the Communications Act of 1934. CPB is exempt from taxes under Section 501(C)(3) of the Internal Revenue Code. CPB promotes non-commercial public telecommunications services (television, radio, online, and digital) for the American people. CPB also provides financial support and a variety of services to more than 1,500 locally owned and operated public television and radio stations nationwide. Such support helps guarantee universal access to public broadcasting’s educational services and programming, and ensures that stations can exchange program materials through a national system of interconnection. For more information see www.cpb.org.
III. SCOPE OF WORK

CPB will require the Consultant to provide the following services.

A. Annual Coverage Area Population Analysis
   Once per year on or around April 15, upon CPB’s request the Consultant must prepare a comprehensive coverage area population analysis for each CSG recipient, including each station’s transmitters and translators. The Consultant must be able to provide this analysis within 10 business days of the request.

   For the analysis, CPB will provide the Contractor with an Excel spreadsheet identifying each CSG recipient and its transmitters and translators. The Consultant must use FCC standard contour prediction methodology for analog radio, the Longley Rice method using the FCC’s TVStudy software for digital television, and the latest United States Decennial Census data to populate the required information.

   For each CSG recipient’s transmitter and translator in the spreadsheet, the Consultant is required to:
   - add the Federal Communications Commission (FCC) facility identification number;
   - perform a population analysis (described below);
   - provide the ZIP Code Tabulation Areas; and
   - cross check the data to ensure there are no errors or duplication.

   Population Analysis: The population analysis is a tabulation of the unique, unduplicated coverage, water excluded coverage area, population, population density, demographic data, unique population\(^1\) number, unique population percentage, and the unique population category per the table below. For public television stations, CPB also requires columns showing urban, urban cluster, and rural population counts.

   - The demographic data categories include: Black, Hispanic, Native American, Asian, Hawaiian, Other, White – Non-Hispanic, and Mixed/Two or More Races (demographics).
   - The unique population categories follow:

<table>
<thead>
<tr>
<th>Category</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Majority unique population</td>
<td>=&gt;90%</td>
</tr>
<tr>
<td>Significant unique population</td>
<td>= 89 – 67%</td>
</tr>
<tr>
<td>Some unique population</td>
<td>= 66 – 11%</td>
</tr>
<tr>
<td>No unique population</td>
<td>&lt;=10%</td>
</tr>
</tbody>
</table>

B. Other Studies

   The Consultant will be expected to produce between 5 and 20 other coverage area studies per

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\(^1\) Unique population refers to areas of broadcast signal coverage that are not covered by other CSG recipients.
calendar year. For each, the Consultant must:

- use the most recent U.S. decennial Census data;
- for television studies, the best information available from the FCC Media Bureau’s TVStudy software; and
- for radio studies, the FCC standard contour prediction methodology.

Coverage area studies may include the following.

- Television Study – a television study for which the Consultant must use the most appropriate contour prediction methodology;
- Radio Contours Study – the Consultant must use the Radio/FCC standard contour prediction method; and
- Radio Longley-Rice Study – the Consultant must use the Longley-Rice methodology.
- Custom studies that CPB will request periodically to address a specific inquiry or situation.

These studies must include the following elements, unless CPB stipulates otherwise:

- a noise-limited contour map of the public television or public radio station(s) involved, including signal overlap with other stations;
- a summary table with the unique, unduplicated coverage, water excluded coverage area, population, population density, demographics, and unique population categories; and
- a narrative describing the findings for a non-technical audience.

B. National Coverage Map (“NCM”)

CPB will require an NCM for digital television, and may require a second for analog radio during either the initial or first renewal term. NCMs must clearly show areas covered by each CSG recipient station, areas not covered by those stations, each station’s call letters, and the station contours imposed on a national map.

All NCMs must be in a printable and shareable format, which allows the user to zoom in and out to view, print at both the micro and macro level, have an aspect ratio appropriate for printing a poster size version that provides a clear overview of national coverage.

IV. PROPOSAL COMPONENTS

Applicants must provide a “Technical” proposal and a “Cost” proposal with the information below in the order specified.

For the Technical Proposal, include:

A. Cover Page with the title “RFP Broadcast Engineering Consulting Services,” company name, primary contact name, mailing address, email address, and phone number;
B. Qualifications Narrative:
   - A description of the firm’s relevant public broadcasting expertise. Experience (within the last five years) with coverage area/demographic analysis and contour mapping for television and radio. Applicants may provide links to those projects.
• The names and experience of the assigned staff
• Not more than three references from the sample work provided. Please include their telephone and email contact information.

C. Approach Narrative: A detailed description of applicant’s approach to providing the Annual Coverage Area Population Analysis and the other coverage area studies. Using the table below or a similar one, please identify the number of hours and staff required for each study and/or analysis.

<table>
<thead>
<tr>
<th>Studies/Staff</th>
<th># of Hours per Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Annual Coverage Area Population Analysis</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
<tr>
<td>2. Television Study</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
<tr>
<td>3. Radio Contours Study</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
<tr>
<td>4. Radio Longley Rice Study</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
<tr>
<td>5. Custom Studies – paid on an hourly basis</td>
<td>NA</td>
</tr>
<tr>
<td>6. Digital Television National Coverage Map</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
<tr>
<td>7. Analog Radio National Coverage Map</td>
<td>List Staff Name and Titles (add lines as needed)</td>
</tr>
</tbody>
</table>

A. For the Cost Proposal, using the table submitted with the Technical Proposal, add an additional column showing the hourly rate for the staff required during the initial contract term and any renewal period. For custom studies, please provide a rate card for the anticipated staff for the initial contract term and any renewal period.

V. EVALUATION CRITERIA

Responses to this Request for Proposals will be evaluated using the following criteria:

A. 35% Experience and Qualifications – whether the applicant’s staff experience is appropriate, the examples demonstrate its ability to provide the broadcast engineering services required, and the quality of the references.
B. 40% Approach – whether the approach, staffing, and hours are reasonable and demonstrate the Consultant’s capacity to provide the required broadcast engineering services within the necessary timeframe.
C. 25% Cost – reasonableness of the cost.
VI. SUBMISSION OF PROPOSALS

Responses to this RFP are due no later than July 27, 2017 at 6:00 PM (ET). CPB will not consider applications submitted after this time.

Applicants must prepare separate Technical and Cost Proposals through CPB’s electronic contracts management system.

To gain access to the electronic contracts management system, please send an email request to Lainie Tompkins, Project Manager, ltompkins@cpb.org, no later than Monday, July 24, 2017 at 5:00 PM ET. CPB will provide access to eligible applicants within two business days.

All questions related to this RFP must be submitted in writing no later than Friday, July 21, 2017 to Ms. Tompkins at the email address above. The questions and CPB’s responses will be posted on CPB’s website without attribution. CPB reserves the right to disqualify applicants that include cost information in their technical proposal.

VII. CONDITIONS OF AGREEMENT

CPB Terms

Proposals submitted in response to this RFP by an applicant (“Applicant”) shall be valid for at least 90 days following the closing date of proposals.

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 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 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 Applicant. 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 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.

If a proposal in response to this RFP 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. 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 the following.

1. A demonstration of 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;

2. Maintenance, for 3 years following receipt of relevant funds, of all financial records to the project, which records shall be accessible to CPB, and to the U.S. Comptroller General or other representatives for examination and audit purposes. (Applicants 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. Maintenance, for 3 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;

4. Submission to CPB of a copy of any U.S. Comptroller General final audit report in connection with the project;

5. Compliance with equal employment opportunity and nondiscrimination laws and policies;
6. Applicants will be required to provide documentation as to actual costs;

7. 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 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; and

8. The agreement will be governed by construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions.

Other material terms and provisions will be set forth in the contract CPB provides to the selected Applicant.

CPB will have complete rights to the reports created as deliverables for this project.

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.