



Request for Proposals

**Business Consulting: Public Television Service Options
Proposals Due Wednesday, August 3, 2016, 6 PM EDT**

I. OVERVIEW

The Corporation for Public Broadcasting (“CPB”) seeks the services of a consultant(s) (“Consultant”) to advise and assist CPB with identifying potential public television station-centered collaborative opportunities to strengthen public television services. The Consultant will 1) evaluate public television services in markets (approximately five) where stations, that CPB will identify, are not meeting CPB’s minimum service and eligibility criteria set forth in the television community service grant general provisions (General Provisions). The evaluation will provide alternate methods to provide those services with a priority toward local and regional collaborations and will identify the costs to implement a reconfigured service; 2) identify, with input from CPB, approximately five other vulnerable markets where stations can benefit from strengthening and/or increasing service through collaboration or consolidation; and 3) at CPB’s direction, work with selected stations to implement the reconfigured service.

The Consultant will be compensated on an hourly basis. The initial term of the agreement will be 18 for months, beginning on or about August 31, 2016 and will be renewable for up to an additional 18 months at CPB’s discretion.

II. 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.

CPB's Media Strategy department supports public media by working with stations to encourage collaborations and consolidations that will create greater capacity to provide essential and diverse services, to identify and support local stations that operate in challenging fundraising environments, and to assist stations in identifying new revenue streams to ensure continued relevancy in the community and improve financial sustainability.

III. WORK SCOPE

The solutions that the Consultant identifies may include, but are not limited to: mergers, Public Service Operating Agreements (PSOA), and replacing existing service with service from a nearby station. The ideal solution will meet or exceed existing services through community engagement, development and local productions.

CPB is aware of the constraints on communications resulting from the spectrum auction “quiet period.” CPB will work with the Consultant chosen to develop work processes and timelines to comply with anti-collusion requirements, which may result in deferring some activities until after the quiet period.

Whether providing the evaluation of services for stations that are not meeting the eligibility criteria in the General Provisions or identifying solutions for stations in the vulnerable markets, the Consultant’s analysis is expected to include the following activities:

- A. review relevant financial and operational data provided by CPB;
- B. identify and analyze relevant market and demographic data;
- C. assess the willingness of stations to collaborate in vulnerable markets;
- D. determine alternate ways of providing public media services in vulnerable markets that may lose existing service;
- E. conduct on site meetings with station managers and Boards of Directors at locations identified by CPB;
- F. recommend alternate public television delivery options, opportunities to improve local services and coverage projections for the proposed reconfigured service; and

- G. develop cost estimates associated with implementing and maintaining each alternate delivery option, including but not limited to: facilitation, logistical support, operational, technical and/or infrastructure considerations.

CPB may require the Consultant to communicate with public broadcasting stakeholders to educate them about this project, specific collaborations and related benefits.

The Consultant must provide CPB with a detailed report with its findings, specific recommendations and the advantages and challenges for each option recommended. As CPB directs, the Consultant will work with certain stations to assist them in developing a work plan based on those recommendations and implementing that plan. This may start with facilitating meetings between stations to discuss collaboration scenarios that address the identified opportunities.

At the end of the initial term, CPB expects the Consultant will create a report detailing the project and its accomplishments to date with a plan for the stations to follow going forward. The specific requirements will be determined at that time.

The Consultant will be required to meet with CPB periodically throughout the term at CPB's offices in Washington, D.C., including presenting the initial findings.

IV. 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 Consulting: Public Television Service Options"), primary contact name, mailing address, e-mail address, and telephone number.
2. Summary Paragraph: Include a concise description of the Consultant's overall plan and approach for providing the required services.
3. Detailed Proposal: A detailed description of the Consultant's approach to the project, including a thorough description of the methodologies that will be used and a breakdown of the project into major tasks and staff allocated to the project.
4. 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. financial analysis skills;
 - ii. knowledge of and experience working with the public television industry;
 - iii. knowledge of current public television business models, and the experience evaluating alternative business strategies; and
 - iv. education, including undergraduate, graduate and professional degree(s), and professional licenses or credentials;
- c. examples of no more than four recent projects 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 four of the project examples provided, including telephone and e-mail contact information.

B. The Cost Proposal must include the hourly rate of the Consultant and the anticipated staff during the initial period and any renewal term. 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 VIII below.

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

V. EVALUATION CRITERIA

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

1. Approach (40%) – The quality of the Consultant's proposed approach to evaluating at risk markets, analyzing financial and operational data and implementing identified recommendations with collaborating stations.
2. Examples and Experience (40%) – The quality of the examples and whether they demonstrate the Consultant's ability to analyze markets and successfully facilitate collaborations among

public television stations. As well as the bios of proposed staff, and the feedback from client references.

3. Price (20%) – The reasonableness of the proposed rates.

VI. PROPOSAL SUBMISSION

Separate technical and cost proposals are due August 3, 2016, by 6:00 PM EDT. Please include the words “RFP: Business Consulting: Public Television Service Options” 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 as attachments in PDF or Word format to: Djinni Field, Project Officer, dfield@cpb.org.

Submit cost proposals separately by e-mail as attachments in PDF 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.

VII. TIMETABLE

Below is the anticipated timetable.

ACTIVITY	DATE
Proposal Submissions Due, 6 pm ET	August 3, 2016
Proposal Review and Selection	August 23, 2016
Contract Drafting and Execution	August 31, 2016

VIII. 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.