



CORPORATION FOR PUBLIC BROADCASTING

REQUEST FOR PROPOSALS

Consultant to Review CPB Funding to
Enhance Public Media in Underserved Audiences

Applications Due Date: August 15, 2014, 5 PM ET

The Corporation for Public Broadcasting (CPB) seeks an individual or organization to help maximize the impact of a program focused on support for the needs and interests of underserved audiences. Specifically, the successful applicant will review the five CPB-funded entities which make up the national minority consortia (NMC) to assess their impact on the public media system and the efficiency of their operations, with a goal of providing the best possible content and services to the American people.

In order to evaluate the effectiveness of the NMC's current model of operation and provide recommendations to increase the efficiency and impact of the NMC, the selected applicant will analyze financial, operational, programming and related data provided by CPB and the NMC for the period beginning October 1, 2009 through September 30, 2013 (i.e., FY 2010 through FY 2013) as well as information obtained from the selected applicant's site visits to each member of the NMC (collectively, Data). In addition, the selected applicant will telephonically, or in person where possible, interview public media leaders at stations and institutions and independent producers about the role and effectiveness of the NMC in serving underserved audiences ("Input"). After analyzing the Data and Input, the selected applicant will provide CPB with recommendations on how CPB might more effectively use the more than six million dollars in federal funds directed to the NMC each year to encourage the development of producers and content by, for and about underserved audiences. The term for the agreement is expected to be a period of approximately eight (8) months, commencing upon execution of the agreement.

I. BACKGROUND

CPB is a private, non-profit corporation authorized by Congress in accordance with the Public Broadcasting Act of 1967 (the Act) 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, delivery and geography. CPB's core values of collaboration, partnership, innovation, engagement and diversity guide its strategic approach to program investments system-wide and are reflected in its business plan as digital, dialogue and diversity.

CPB invests in approximately 1,400 local radio and television stations – their programs, services and other initiatives to serve and engage the public. In addition, CPB funds the production of diverse and innovative programming and other media content that is educational, information and cultural.

The Act was amended in 1988 to provide that “a substantial amount [of CPB programming funds] shall be distributed to...producers of programming addressing the needs and interests of minorities for the production of programs.” (47 U.S.C. 396(k)3.B.i.) The Congressional Record indicates that Congress further recommended:

...The Corporation [CPB] should continue and expand its work and commitment to the minority communities in creative ways in order to improve integration of minority programming and producers into the system and to help cultivate and further increase the participation of ethnic and racial audiences in public broadcasting...

(Congressional Record, November 10, 1988, E3749, remarks of Hon. Edward J. Markey)

In response to the need for more minority producers and for more content relevant to minority and underserved audiences, CPB provides funding in a number of ways including Community Service Grants to radio stations on the campuses of Historically Black Colleges and Universities, a Spanish language radio service, radio minority organizations, and the Diversity and Innovation Fund, as well as the five organizations that operate as the NMC:

- Center for Asian American Media (CAAM), established in 1980 as the National Asian American Telecommunications Association;
- Latino Public Broadcasting (LPB), established in 1998¹;
- National Black Programming Consortium (NBPC), also known as Black Public Media, established in 1979;
- Pacific Islanders in Communications (PIC), established in 1991; and
- Vision Maker Media (VMM), established in 1976 as the Native American Public Broadcasting Association.

Each NMC member, at varying levels, funds the creation and distribution of content for the public media system, provides production and related support and professional development for independent producers and stations, and conducts community engagement activities. For FY 2010 through FY 2013, CPB provided over \$36,000,000 in funding to the NMC for operational and programming expenses.

The following websites include information that may be useful in preparing a proposal:

- Public Broadcasting Act of 1967, as amended, and specifically Sections 396 (a), (g) and (h) (<http://www.cpb.org/aboutpb/act/>)
- Corporation for Public Broadcasting website (<http://www.cpb.org/>)
CPB Annual Reports (<http://www.cpb.org/aboutcpb/reports/>)
CPB Minority Reports to Congress (<http://www.cpb.org/aboutcpb/reports/diversity/>)
- NMC websites
CAAM (<http://caamedia.org/>)

¹ LPB became the grantee in 1998 after CPB ceased funding the National Latino Communications Center (NLCC) due to financial discrepancies in that organization. The NLCC was organized in 1976.

LPB (<http://www.lpbp.org/>)

NBPC (<http://blackpublicmedia.org/>)

PIC (<http://www.piccom.org/>)

VMM (<http://www.nativetelecom.org/>)

· Audits of CPB Grants by the Office of the Inspector General

CAAM (http://www.cpb.org/oig/reports/1104_CAAMFinalReportAPT1004-1104.pdf)

PIC (<http://www.cpb.org/oig/reports/2013-09-27-Pacific-Islanders-in-Communications.pdf>)

II. WORK SCOPE

A. Review Period: The review will cover the activities of each organization for FY 2010 through FY 2013.

B. Analysis: CPB anticipates that the review will be conducted through the qualitative and quantitative analysis of existing Data and, where appropriate, Input. The leaders at stations and institutions and independent producers to be interviewed will be selected in consultation with CPB. The review will focus on efficiency and impact, including but not limited to, the work of each NMC member in the following areas:

- 1) The impact of funded broadcast and digital content (e.g., carriage of content, audience numbers, and community engagement);
- 2) The effectiveness of operations and administration in conducting their activities, including, without limitation:
 - a. Legal affairs (including the preparation and negotiation of grants);
 - b. Project tracking and management
 - c. Accounting and bookkeeping;
 - d. Development (fundraising);
 - e. Station relations;
 - f. Outreach/community engagement;
 - g. Professional development/training; and
 - h. Promotion and marketing.
- 3) The role as an incubator of diverse talent for the public media system;
- 4) The effectiveness in its work with independent and station based producers for the development or public media content.
- 5) The growth of diverse public media audiences;
- 6) The work with stations and organizations to expand public media's reach into diverse communities;
- 7) The ability to leverage CPB's funding to raise additional funds;

- 8) The ability to advance the following goals and objectives of CPB that are relevant to the NMC (see all of CPB's goals and objectives at <http://www.cpb.org/aboutcpb/goals/goalsandobjectives/>);
 - a. Meet the educational, informational, and cultural needs of our nation by providing grants to support the development and distribution of high-quality, noncommercial content and services with particular attention to unserved and underserved (diverse) audiences;
 - b. Through grant funding, provide high-quality and impactful content that is fair, accurate, balanced, objective and transparent and that is produced in a manner consistent with the editorial independence of public media stations and producers;
 - c. Strengthen the quality of public media's content and services, and expand audience reach, by supporting people, organizations, and projects with innovative ideas, particularly within diverse communities;
 - d. Provide grant funding to support the use of broadcast technology, online distribution and social media to reach audiences wherever and whenever they use media; and
- 9) The success in meeting the goals and objectives as set forth in their own business plans for the Review Period.

C. Activities: While CPB anticipates the following milestones, applicants must include in their proposal the specific milestones and timing planned for the project:

- 1) Meet with CPB at its offices in Washington, DC, to discuss the project;
- 2) Have conversations with key leaders at NMC and other key public media stakeholders, review Data and Input;
- 3) Present preliminary written report to CPB and obtain feedback from CPB;
- 4) Revise the report and submit to CPB and conduct additional analysis of Data and Input if required;
- 5) Submit a further revised report incorporating CPB's requested changes to NMC representatives and CPB and obtain their feedback;
- 6) Revise and submit a draft final report with recommendations to CPB; and
- 7) Provide CPB with the final report with recommendations and arrange for an in-person presentation to CPB at its office at a mutually agreed upon time.

Specific dates and timeframes for activities will be established in the agreement based on the selected applicant's proposed timeline in consultation with CPB.

The report must include detailed recommendations to strengthen the existing NMC or for new models to support the development of producers and content by, for and about underserved audiences. The recommendations must be supported by the Data and Input reviewed.

The applicant will be expected to work closely with CPB throughout the project and discuss any issues that may arise in order to ensure the project is completed within the required timeframe.

D. Deliverables: The major deliverables for the project will be:

- an interim PowerPoint presentation that provides analysis and recommendations for CPB; and
- a final written report of publishable quality that identifies recommendations for CPB's use of federal funds for underserved audiences supported by qualitative and quantitative data and analysis.

III. REQUIRED PROPOSAL CONTENTS

A. Technical Proposal: Each response to the RFP must contain:

1. **Cover Page:** Include the project title ("Review of CPB Funding to Enhance Public Media in Underserved Audiences"), primary contact name, mailing address, e-mail address, and telephone number.
2. **Summary Paragraph:** Include a concise description of the applicant's overall plan and approach for carrying out the Work Scope.
3. **Detailed Proposal:** Include a detailed description of applicant's approach to the projects, a thorough description of the tools, qualitative analysis, and methodologies that will be utilized; the proposal must breakdown the project into major tasks, identifying the hours and staff allocated to each, and a timeline of no more than eight (8) months, with the major milestones.
4. **Background on the applicant, including the following:**
 - a. Experience in examining a non-profit organization's operations and providing analysis and detailed recommendations to improve the organizations impact and efficiency;
 - b. Experience and skills of the designated staff in working with non-profits particularly on similar projects; and
 - c. Examples of no more than four (4) projects similar in scope to that described in this RFP which applicant has completed during the past five (5) years, and references of not more than three (3) of the same with the reference telephone, email contact information.

B. Cost Proposal: While the contract with the selected applicant will be a fixed fee agreement, applicants must provide in their Cost Proposals a breakdown of the hours for each staff assigned to each task with their rates. All travel costs will be determined during negotiation of the agreement and will be reimbursed subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section IX. below. Applicants will be expected to attend up to three (3) meetings with CPB at its offices in Washington, DC, and should include such travel expenses, if any, in the Cost Proposal.

IV. PROPOSAL SUBMISSION

Separate technical and cost proposals are due via email by **5:00 PM, ET, August 15, 2014**. Please include the words “Underserved Audiences” in the subject line of the emails submitting both technical and cost proposals. Proposals should be in PDF format, along with a budget in Microsoft Excel. No other forms of submission will be accepted.

DO NOT SUBMIT PROPOSALS BY FAX OR U.S. MAIL AS THEY WILL NOT BE ACCEPTED.

CPB reserves the right to reject proposals submitted after the closing date.

CPB will acknowledge by email the receipt of each proposal.

Submit Technical Proposals and any samples of prior work by email (as attachments in PDF format) to: Lynda Clarke, Senior Director, TV Programming Projects, at lclarke@cpb.org.

Submit Cost Proposals by email (as attachments in PDF format) to Jackie Livesay, Vice President, Compliance, at jlivesay@cpb.org.

All questions must be submitted in writing to Lynda Clarke at lclarke@cpb.org. The questions and CPB’s responses will be posted on CPB’s website without attribution.

CPB may request applicants with the top scores to meet with (or Skype) and present their proposal to senior management at CPB’s offices in Washington, D.C. If so, CPB will notify applicants of the time and date.

V. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors (with the weight of each factor expressed as a percentage):

- Applicant’s project design and approach, including the proposed timeline (30 percent);
- Applicant’s skill and experience providing service similar to those requested in this RFP, as demonstrated in the applicant’s examples; applicants must provide not more than three (3) examples of recent projects similar to in size and scope of this project (25 percent);
- References: not more than three (3) references along with a description of the services provided and the telephone and email contact information for each (5 percent);
- Applicant’s staffing plan: reasonableness of the proposed staffing plans, including the quality of staff and their projected time on each task (20 percent); and
- Cost Proposal: include the information set forth in Section III (B). (20 percent).

VI. TIMETABLE

Below is the anticipated timetable.

Activity	Date
Proposals Due 5 PM, ET	August 15, 2014
Proposal Review & Selection	August 18 – September 12, 2014
Contract Drafting & Execution	September 15 – October 10, 2014
Commence Work	October 13, 2014

VII. PROPOSALS

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

Proposals should 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. 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 a proposal 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 applicant's 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.

VIII. CONDITIONS OF AGREEMENT

If a proposal in response to this RFP is selected for funding, applicant 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, the successful applicant must guarantee that, among other things, any work undertaken 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. Applicant 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. 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 three (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 three (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. Compliance with equal employment opportunity and nondiscrimination laws and policies;
5. Applicants who plan to engage subcontractors or consultants under the agreement will be expected to provide assurances that the prices obtained for any such services are fair and reasonable;
6. Applicants 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;
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;

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;

9. No funds provided by CPB will be used (a) for any activity designed to influence legislation or appropriation pending before the United States Congress or any state legislature or (b) 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

10. Applicants 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: (a) any alleged or actual breach of any representation or warranty in the operative agreement; (b) any other default by such applicant of any term or provision of the operative agreement; and (c) applicant's performance under the project.

11. Applicants will be required to submit to CPB of a copy of any U.S. Comptroller General final audit report in connection with the project.

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

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.

IX. EXPENSE GUIDELINES

Travel expenses incurred by non-CPB staff (including consultants) need to 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:

1. 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 are required to accept the lowest fare available for the required itinerary. Final fare coach may be used only in unusual and/or special circumstances and, in each such instance, a detailed explanation shall be provided and reimbursement shall be contingent upon approval by CPB.

Private automobile use will be reimbursed at the prevailing IRS rate of 55.5 cents per mile for 2013, 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.

2. Lodging

CPB will only reimburse 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.

3. **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.
