



Request for Proposals

Assessment of Planned Interconnection Services

Proposals Due February 27, 2015, 5 pm EST

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of a consultant(s) (“Consultant”) who possesses expertise in evaluating satellite and fiber interconnection services for television and/or radio networks and the ability to provide a financial, business and engineering analysis of a proposed plan for future delivery of interconnection services to the public broadcasting system. Knowledge of the public broadcasting system is preferred.

Interconnection is the use of public broadcasting facilities, including the Next Generation Interconnection System (v6) for television, proposed by the Public Broadcasting Service (PBS), and the Public Radio Satellite System (PRSS) operated by NPR, for the purpose of distributing programming and related data in support of the varied missions of public broadcasting.

The selected Consultant will provide a written analysis of the plans for the future provision of interconnection services and make recommendations for changes or alternative strategies for improving the efficiency (technical, managerial, financial, etc.) and effectiveness of the delivery of interconnection services to the public broadcasting system.

The initial term of the agreement is expected to be for approximately six (6) months, beginning on or before March 20, 2015, and will be renewable for a 6-month period at CPB’s discretion, during which the Consultant would provide consulting services related to the project on an as-needed basis.

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 radio and television 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.

The public television interconnection system is used by PBS, other national public television distributors, state and regional public television networks, individual public television stations, and other entities to distribute programming and related materials to 172 noncommercial, educational licensees operating 363 public television stations in all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Island, Guam, and American Samoa. The PRSS is the distribution network through which thousands of hours of news, music, and specialized audience programming are delivered every year to public radio stations throughout the United States. The PRSS, managed by NPR Distribution, includes more than 400 downlinks and more than 200 program producers and distributors. Interconnected stations own their own downlink and uplink equipment.

Historically, CPB has received separate special appropriations from Congress for updates and/or refurbishment of the television and radio distribution systems. However, trends in federal spending, changes in available technology, and the evolving needs of local stations make collaboration at the national level for future interconnection systems desirable.

III. WORK SCOPE

PBS's proposed interconnection solution employs a hybrid satellite-terrestrial fiber architecture configured to create a mesh connectivity model, with every point on the network having connectivity to and from every other point (the "Plan").

Using existing CPB, PBS, and NPR reports and documentation; interviews (both in-person and by phone) with PBS, NPR, and other stakeholders; and independent research, the Consultant will:

- Perform technical and financial reviews of the Plan to ascertain its efficacy and efficiency, taking into consideration: the state of current content distribution technology, the expected near-term future trends in technology, and the resource constraints faced by the public broadcasting system.
- Make benchmark comparisons of both the Plan and current public broadcasting interconnection systems to the distribution methodologies employed by commercial (or other noncommercial) television and/or radio networks.
- Review whether/how local stations might utilize the improved two-way communications capabilities of the proposed system and explore possible new local station business models

and capabilities enabled by such a system (especially in light of the developing ASTC 3.0 broadcast standard).

- Review and take into consideration the findings of a consultant engaged separately by PBS (with financial support from CPB) who has reviewed collaborative possibilities between PBS and NPR in the provision of interconnection services to the public broadcasting system, and recommended steps to realize some of those possibilities.
- As appropriate, provide recommendations regarding viable alternative strategies for public broadcasting interconnection systems that could provide advantages in terms of capital and operating cost, flexibility, and efficiency.

Interested respondents may contact Tom White twhite@cpb.org to request relevant v6 documents to review prior to responding to this RFP.

IV. REQUIRED PROPOSAL CONTENTS

Each response to the RFP must contain separate Technical and Cost proposals.

A. Technical Proposal:

1. **Cover Page:** Include the project title (“Assessment of Future Interconnection Services”), 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 carrying out the Work Scope.
3. **Detailed Proposal:** A detailed description of Consultant’s approach to the project, including a thorough description of the methodologies that will be utilized, and a breakdown of the project into major tasks, with the identification of hours and staff allocated to each, and a timeline of completion.
4. **Background on the Consultant, including the following:**
 - a. The individual or firm’s recent experience in financial and technical analysis of television/radio network origination and distribution systems leading to detailed executive level recommendations;
 - b. Experience and skills of designated staff with regard to the following qualifications:
 - i. Strong professional background, including broadcast, satellite and cloud networking experience;

- ii. Significant experience and credentials as a successful consultant to the broadcast industry;
 - iii. Knowledge of broadcasting industry, including current public television business models, and the ability to examine possible alternative business strategies;
 - iv. Education, including undergraduate, graduate and professional degree(s), professional licenses and engineering society credentials;
 - v. A working knowledge of digital master control systems and DTV/radio distribution systems;
 - vi. Knowledge regarding the implications of the emerging ATSC 3.0 and UHD (4k) video standards;
 - vii. Knowledge of HD Radio and HD Radio multicasting;
 - viii. Knowledge of broadcast emergency alert messaging as delivered via DTV/radio distribution systems;
 - ix. Knowledge of and negotiation experience with satellite, fiber and cloud network providers;
 - x. Experience in advising technology clients regarding significant capital expenditures;
 - xi. Experience working with broadcast industry professional societies and trade associations;
- c. (if applicable) The firm's experience/knowledge of the public broadcasting system;
- d. Examples of no more than four (4) projects similar in both scope and subject to that described in this RFP, which applicant has completed during the past five (5) years; and
- e. References from no more than four (4) of the project examples provided, including telephone and e-mail contact information.

B. Cost Proposal

Consultant must provide:

1. Breakdown of the hours for each staff member assigned to each task, with their hourly rates, and the hourly rates of staff during the renewal term;
2. Identification of any task to be subcontracted, showing number of subcontractor hours and their hourly rates;
3. Expenses for travel to up to three (3) meetings with CPB at its offices in Washington, D.C. during the initial term of the agreement; Expenses for any meetings with PBS and NPR, and any costs associated with interviewing key stakeholders. All travel costs will be subject to

CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section IX below.

V. EVALUATION CRITERIA

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

1. **Understanding of the Situation/Problem/Opportunities (20%)** – The Consultant's proposal has demonstrated a firm grasp of the work scope.
2. **Approach (30%)** – The quality of the Consultant's proposed Plan, likelihood of Plan achieving project goals, and whether the breakdown of tasks and allocated hours is reasonable for the project.
3. **Skills and Experience (25%)** – Consultant has prior experience relevant to the proposed scope of work as evidenced by the examples of similar work; project staff has experience and/or education relevant to the proposed scope of work, as evidenced by brief resumes of proposed staff members; and feedback from client references indicates Consultant is likely to achieve project goals.
4. **Price (25%)** – Total project price.

VI. PROPOSAL SUBMISSION

Separate technical and cost proposals are due **February 27, 2015, EST**. Please include the words "Assessment of Planned Interconnection Services" in the subject line of the emails submitting both technical and cost proposals. CPB will acknowledge by e-mail the receipt of each proposal that it receives.

Submit technical proposals and any samples of prior work by e-mail (as attachments in PDF format) to: Tom White, Project Officer, twhite@cpb.org.

Submit cost proposals separately by e-mail (as attachments in PDF format) to Jackie Livesay, Vice President, Compliance, jlivesay@cpb.org.

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

CPB may request Consultants with the top scores to 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, 5 pm EST	February 27, 2015
Proposal Review and Selection	March 6, 2015
Contract Drafting and Execution	March 20, 2015

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 an 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. (Consultants 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. Consultants 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;
- (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) Consultants 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.
