

## **Request for Proposals**

### **System Technology Assessment**

**Proposals Due May 16, 2016 5 pm EST**

#### **I. OVERVIEW**

Local public broadcasting stations serve their communities in multiple ways, including through the delivery of acquired and locally produced content via broadcast. As the equipment used to produce and distribute this content continues to age, the Corporation for Public Broadcasting desires to better understand the current state of both public television and radio equipment, and how stations plan for and fund future refresh or replacement needs.

CPB seeks the services of a consultant(s) (“Consultant”) to evaluate local stations’ current capacities to continue to best serve their local audiences through broadcast by:

- Surveying public media station general managers and chief engineering staff to determine the:
  - state of the current production and broadcast distribution equipment, including, but not limited to: production and studio equipment, master control equipment and transmission equipment; and
  - financial plans to sustain current equipment and invest in future production and broadcast distribution equipment – both replacement and upgrades as technology evolves.
- Analyzing collected data and developing a comprehensive report of stations’ equipment and financial capabilities;
- Prioritizing equipment replacement and related station financial needs using factors such as immediacy of the need for replacement (e.g. end of life/failing equipment), station’s ability to finance the replacement, etc.; and
- Identifying resource gaps that may impede future sustainability in an evolving media environment and outlining possible solutions for bridging them, grouping and comparing findings among various station cohorts.

The results of this work will inform CPB’s decision-making as we work to assist stations, and the system as a whole, keep up with technological changes and develop future operating models.

The initial term of the agreement is expected to begin on or before June 15, 2016 and will be completed by December 31, 2016. The agreement will be renewable at CPB’s discretion for an additional 6 month term, 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 1,500 local radio and television stations, operated by more than 500 distinct, independent entities (often referred to as "stations" or "the system"), as well as their programs, services, and other initiatives to serve and engage the public. Approximately 80 of the more than 500 licensees operate both radio and television stations.

CPB desires to gather information and understand the current state of capital equipment public broadcasting stations use to produce and deliver content through broadcast to their audiences. Many factors present stations with financial, technical and operational challenges as they plan for and seek to fund future equipment upgrades. Among the many challenges and opportunities facing stations, the selected Consultant will need to take into account the following:

- For nearly fifty years, the public broadcasting system relied on Public Telecommunications and Facilities Planning (PTFP) grants from the U.S. Department of Commerce as a major source of funding for station capital equipment needs. In 2011, Congress ceased funding for the PTFP program, leaving the public broadcasting system without any other source of federal funding for station equipment. Historically, most public broadcasting stations do not fund the depreciation of equipment, so they have few funding options when equipment must be replaced;
- The Federal Communications Commission's television spectrum auction will likely result in the repacking of many stations, with new television transmission equipment paid for out of auction proceeds. Additionally, the Advanced Television Systems Committee (ATSC) is developing standards for ATSC 3.0. This new broadcast standard will likely be adopted sometime after the spectrum auction repacking process is underway and will require additional equipment. Public television stations will need to have a plan in place that enables them to adopt the new technology when available; and
- Both public radio and public television's interconnection systems (for both live and

non-real-time distribution of content for broadcast) will be upgraded over the next few years, presenting opportunities to plan for compatibility with likely future station technologies.

### III. WORK SCOPE

Under the guidance of CPB, the Contractor will perform the following activities in support of the Project:

#### A. Define Methodology and Collect Data

1. Interview staff at CPB, other public broadcasting stakeholders, and system thought leaders (approximately 20 phone interviews and/or local travel, list to be determined by CPB) to define requirements for the project including final survey(s) parameters and specific survey content, best outreach methods to ensure high station response rates, and appropriate strategies to achieve desired outcomes expressed in the project overview.
2. Interview staff at PBS, NPR, other public media organizations, selected stations, and other stakeholders, as determined by CPB (approximately 20 phone interviews and/or local travel, list to be determined by CPB), to gather information on the current relevant knowledge base and sources of information in the system (such as survey results, equipment/service requirements, etc.).
3. Develop and execute an approach for data collection, which may involve traditional surveys, phone interviews, and online facilitated discussions, designed to gather both quantitative and qualitative information from local public broadcasting stations.

Information to be collected/analyzed will include, but not be limited to:

- Current equipment stations have to broadcast their signals (tower, transmission, master control, etc.);
- Equipment some stations have to produce local content (studio equipment, microphones, etc.);
- Planned upgrades for both types of equipment; and
- Funding strategies for upgrading equipment.

Information to be collected/analyzed will **not** include staffing, non-broadcast distribution technology, or general business equipment or software.

#### B. Analyze Data and Produce Gap Analyses and Comparative Reports

1. Establish a baseline of current broadcast and production equipment.

2. Produce a gap analysis between current station equipment and predicted future needs.
3. Produce analyses of station financial resources/funding options for upgrades, and develop comparisons between station sizes/types, to determine risks to individual or groups of stations of being under-resourced for sustaining or replacing capital equipment.
4. Compare the information collected to past surveys, broadcasting industry benchmarks, as well as to station financial information provided by CPB.

C. Share Learnings

1. Under CPB's direction, explain report findings to public television and radio station staff, possibly through one or more webinars.
2. Provide Interim and Final Reports to CPB and present such reports to CPB Executive Staff, and, possibly, CPB's Board of Directors.

The Consultant will be required to meet with CPB at its offices between three and five times during the term of the agreement, which is expected to include meetings to present the initial findings and the final report.

## IV. REQUIRED PROPOSAL CONTENTS

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

### A. Narrative Proposal:

1. **Cover Page:** Include the project title (“**System Technology Assessment**”), primary contact name, mailing address, e-mail address, and telephone number.
2. **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 and deliverables, with the identification of hours and staff allocated to each, and a timeline of completion.
3. **Background on the Consultant, including the following:**

- a. The individual or firm's recent experience in strategic, financial and technical analysis of multiplatform content distribution 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 experience, and significant experience as a consultant to the broadcast industry;
  - ii. Knowledge of the broadcasting industry's current business models, and the ability to examine possible alternative business strategies. and (if applicable) knowledge/experience of the public broadcasting system, including current business models;
  - iii. Knowledge regarding the implications of the emerging technologies (including broadcast and multiplatform distribution) and their likely impact on future content & service opportunities;
  - iv. Experience in advising technology clients regarding significant capital expenditures;
  - v. Understanding of and experience assessing financial planning for capital expenditures;
- c. Examples of no more than three (3) projects similar to the one described in this RFP, which applicant has completed during the past five (5) years; and
- d. References from the project examples provided, including telephone and e-mail contact information.

## **B. Cost Proposal**

Consultant must provide:

1. A 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; and
3. Expenses including travel costs. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section VII below.

## V. EVALUATION CRITERIA

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

1. **Approach (40%)** – The quality of the Consultant’s proposed plan, including demonstrated understanding of the problem, methodologies to be utilized, likelihood of achieving project goals, division of the problem into appropriate tasks, and the identification of hours and staff allocated to each task.
2. **Skills and Experience (40%)** – 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.
3. **Price (20%)** – Total project price.

## VI. PROPOSAL SUBMISSION

**Separate** narrative and cost proposals are due May 16, 2016 5pm EST. Please include the words “System Technology Assessment” 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](mailto:twhite@cpb.org).**

**Submit cost proposals separately by e-mail (as attachments in PDF format) to Jackie Livesay, Vice President, Compliance, [jlivesay@cpb.org](mailto: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 the top scoring applicants to present their proposals to CPB at its offices in Washington, D.C. CPB will contact the selected applicants to schedule a time for the presentations.

Below is the anticipated timetable.

<b>ACTIVITY</b>	<b>DATE</b>
Proposal Submissions Due, 5 pm EST	May 16, 2016
Proposal Review and Selection	June 1, 2016
Contract Drafting and Execution	June 15, 2015

## VII. CONDITIONS OF AGREEMENT

### A. Submissions

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.

## **B. Terms 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.

### **C. 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:

#### **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 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.

## 2. 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.

## 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.

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