



## Request for Proposals

### Web-Based Harassment and Bias Prevention Training

September 2020

#### I. Project Overview

The Corporation for Public Broadcasting (CPB) invites proposals to provide a hosted, interactive, web-based training Program for CPB and public broadcasting station employees that:

- 1) Addresses common types of harassment and/or discrimination and precautionary measures to take to prevent harassment and/or discrimination.
- 2) Teaches about stereotypes and biases, how they develop, and how to gain insights into one's own perspectives and steps to take for their elimination.
- 3) Provides effective strategies for removing barriers to diversity, and for discouraging and preventing discrimination and harassment in the workplace.

The Program must allow stations to set up and manage their station group user accounts independently from CPB.

The term of the agreement will extend for a period of 3 years, renewable under the same terms and conditions at CPB's sole discretion for an additional 3 one-year terms.

#### II. Additional Program Requirements

The Program must also include information and guidance regarding federal laws and a web link that provides information on state laws against harassment, as well as practical examples aimed at instructing supervisors and staff in the prevention of harassment, discrimination and retaliation. The Program must be able to train up to 22,000 simultaneous users and up to approximately 1,500 public broadcasting tv and radio stations and CPB user accounts, including but not limited to, requirements and design, integration, testing, acceptance, deployment, and maintenance. CPB and station end user technical support must be provided.

CPB will be the host of this Program and is responsible for determining which features will be included in the Program. Stations must only have the ability to add and delete training users, assign a given training to a specific user, send automated training notices to users, and run participation reports for their specific station when needed.

In addition, the Program must have the following components.

- Definition of unlawful harassment
- How harassment of an employee can cover more than one protected basis
- Statutory provisions and case law principles concerning the prohibition against and the prevention of unlawful harassment, discrimination and retaliation in employment that is provided as reference via a web link for the various states and U.S. territories.

- Types of conduct that constitute harassment
- Remedies available for harassment
- Strategies to prevent harassment in the workplace
- Practical examples, such as factual scenarios taken from case law, news and media accounts, hypothetical scenarios based on workplace situations and other sources that illustrate harassment, discrimination, and retaliation
- Explanation of the limited confidentiality of the complaint process
- Resources available for victims of unlawful harassment, such as to whom they should report any alleged harassment
- Information about bias
- What is racial identity and the different forms of racism
- How a diverse and inclusive workplace benefits everyone
- How to apply the concepts of diversity and inclusion in daily interactions
- How to increase awareness of unconscious bias and avoid its negative influence on recruiting, hiring and other business decisions
- How sensitivity can help prevent workplace misconduct
- How positive attitudes and behaviors can lead to a more inclusive environment

**The Program must allow at a minimum, for the following tracking and reporting to be completed by CPB and the stations for their users when needed.**

- Track training at account level by individual name and date of participation
- Capability for CPB and each station to produce reports on their user's completion and non-completion
- Protocol for establishing varying levels of access where CPB is the super administrative user and the stations are sub administrative users
- Protocol for adding, changing, and deleting users and administrators
- Send automated notices to CPB staff when training is required (all employees must complete training annually between May 1<sup>st</sup> and September 30<sup>th</sup> of each year)
- Send automated reminder notices to users who have not completed the training
- Ability to reassign unused user licenses to new staff

### **III. Eligibility Requirements**

**Applicants must have experience in the following areas to be considered eligible.**

- Knowledge and expertise in the prevention of harassment, discrimination, and retaliation
- Hosted, interactive, web-based solution for up to 1,500 user accounts and 22,000 simultaneous users

#### **IV. Functional and User Requirements**

**The Program's technical functional and user requirements must include at a minimum of the following:**

- Security protocol and emergency back-up for hosting
- Licensed software, technical support and help desk available and responsive within 8 hours of request. Recognizing that some users will be in different time zones.
- Protocol for potential annual Program modifications, corrections or updates as directed by CPB
- Easy user Program navigation
- Unique login identification and authentication for individual user
- Automated password assistance/re-set protocol
- Self-paced training with ability to complete over multiple sessions
- Accommodate individuals with disabilities in accordance with state and federal disability laws (training provided in audio, video, and silent/text only mode)
- Does not allow the user to move to the next module without receiving the content, i.e., does not allow user to skip any materials
- A minimum of five competency questions must be included at the end of each module which user must correctly answer before moving forward
- Protocol for confirming User completion

**CPB must be able to customize the Program as described below:**

- Ability to annually customize the Program
- Ability to incorporate CPB's policies in the Program – i.e., harassment policy, reporting procedures for employees and supervisors
- Capacity to modify or expand the Program content or format
- Review and acceptance testing protocol for customizations
- Vendor must provide a timeline (i.e., program development, software testing, final preparation) and milestones required to implement the Program by May 1, 2021.

#### **V. CPB's Current Training Program**

CPB and America's public broadcasting stations are committed to ensuring that all public media employees work in a safe, respectful, and inclusive environment -- free from harassment and discrimination. Providing staff at public media stations with information and anti-harassment and anti-discrimination training is a core element of this effort.

In 2018, in response to the heightened focus on harassment prevention in the workplace, CPB required all radio and television Community Service Grant (CSG) recipients to provide annual harassment prevention training to their officers and senior management, part- and full-time employees, and interns.

The current CPB Harassment and Bias Prevention training program has the following components:

- Your Role in Harassment Prevention,
- Workplace Harassment Fundamentals,
- How to Respond to Harassment, and
- Dating and Social Relationship

CPB's current training module requires CPB to set up and provide access to two station administrators at each public broadcasting station. CPB manages almost all features of the current training system for the stations. Stations are only able to access the following training module features:

- Add and remove users to their user group.
- Identify if a user at their station has completed the training
- Run reports on who at their station has completed the training.

Currently, CPB cannot reuse a training license after a staff member is no longer employed with a station. CPB would prefer a training module in which a user license can be reused.

CPB is further looking for a training module where the stations can set up and manage their station group user accounts independently from CPB.

## **VI. CPB**

CPB is a private, non-profit corporation created by the United States Congress through the Public Broadcasting Act of 1967. CPB is exempt from taxes under Section 501(C)(3) of the Internal Revenue Code. It is funded by the United States Federal government through annual Congressional appropriations. The purpose of CPB is to promote non-commercial media in television, radio, and other digital platforms for the American people.

CPB is the steward of the federal government's investment in public broadcasting and the largest single source of funding for public radio, television, and related online and mobile services.

CPB's mission is to ensure universal access to non-commercial, high-quality content and telecommunications services. It does so by distributing more than 70% of its funding to more than 1,500 locally owned public radio and television stations.

CPB by the numbers:

- 407 grantees, representing 1,178 public radio stations
- 158 grantees, representing 356 public TV stations
- 249 of the total 565 radio and TV grantees are considered rural
- 99% of Americans have access to public media
- More than 70% of CPB's federal funding goes directly to local public media stations

- Less than 5% of funding is spent on CPB operations

CPB does not produce programming and does not own, operate, or control any public broadcasting stations. Additionally, CPB, PBS, and NPR are independent of each other and of local public television and radio stations.

CPB strives to support diverse programs and services that inform, educate, enlighten, and enrich the public. Through grants, CPB encourages the development of content that addresses the needs of underserved audiences, especially children and minorities. CPB also funds multiple digital platforms used by thousands of public media producers and production companies throughout the country.

## **VII. Proposal Components**

Applicants must separate their technical and cost proposals.

A. **Technical Proposals:** Technical proposals should address the issues set forth below in the order specified.

1. **Business Overview** - Please provide an overview of the business to include the following:
  - i. Description of the business to include areas of expertise and consultation, structure, and platform of services.
  - ii. Experience and expertise in the prevention of harassment, discrimination and retaliation, as well as hosting interactive, web-based solutions for up to 1,500 user accounts and 22,000 simultaneous users.
  - iii. Overview of individuals who would be assigned to implement the project, including pertinent experience.
  - iv. Notice of any potential conflicts of interest, either by individual team members or the business.
2. **Project Process** – Please provide a detailed description of the process by which you will perform the work to meet CPB’s needs as described in this Request for Proposal. This should include the following components:
  - i. How the harassment and bias prevention training platform will be implemented and how recommended changes and additions will be made.
  - ii. A brief overview of the sources from which information and recommendations will be drawn.
  - iii. A timeline including development period, testing period and full implementation with the hours required of each assigned staff and their titles.
  - iv. Any resources or data you may need from CPB to complete this project.
3. **Projects, References and Competitive Advantages** – Please provide the following:
  - i. Examples of work similar to the CPB project, undertaken by your business within the last two years.
  - ii. References from 2 of the examples provided with their telephone and email contact information.

iii. A summary of any competitive advantages offered by your business.

- B. **Cost Proposals** – The cost to develop the Program using the timeline created for the technical proposal detailing the tasks, with each assigned staff and their hourly rates. In addition, a detailed breakdown of the cost to maintain and support the Program through 2023 and during any renewal periods.

For customizations required by CPB, please identify what is included at no charge, what is included at charge, what charges include/exclude, the basis of charges and the anticipated staff and their rates during the initial term and any renewals.

## **VIII. Evaluation Criteria**

Proposals will be evaluated on the following criteria with the associated weight.

- A. Business Overview as described above (20%).
- B. Project Process as described above (30%).
- C. Project References and Competitive Advantages as described above (20%).
- D. Cost – reasonableness of the proposed price (30%).

## **IX. Proposal Submission**

Applicants must submit their technical and cost proposals separately through CPB's Grants Management System.

To gain access to the Grants Management System, please send an email request to Cara Dalrymple, Vice President, Human Resources ([cdalrymple@cpb.org](mailto:cdalrymple@cpb.org)) no later than 5:00 p.m. ET on October 1, 2020. CPB will provide access to applicants within 24 hours. Include RFP title in the subject line. In your request, please provide your name, title, phone number, organization name, address, and organization web address.

All questions must be submitted via email to Cara Dalrymple, Vice President, Human Resources ([cdalrymple@cpb.org](mailto:cdalrymple@cpb.org)). CPB will post the questions and its responses without attribution.

Submissions through the Grants Management System are due no later than November 5, 2020 at 5:00 p.m. ET.

CPB may request applicants with the top scores to meet with and present their proposal to senior management at CPB's offices in Washington, DC. If so, CPB will notify the selected applicants to schedule these meetings.

**X. Timeline**

<b>TIMELINE</b>	
<b>Activity</b>	<b>Date</b>
RFP Announcement	September 15, 2020
RFP Question Submission	September 22, 2020
GMS Access Request Deadline	October 1, 2020
Proposal Deadline	November 5, 2020
Select Presentations to CPB	TBD
Contract Signed	January 8, 2021
Project Begins	January 11, 2021

**VI. CPB Terms**

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

Proposals must provide a straightforward, concise description of how the applicant (Applicant) will meet the project requirements. Neither multiple nor alternate applications will be accepted. Applicant should clearly identify any portion of its proposal that it considers confidential, proprietary commercial information or trade secrets. In addition, Applicant must identify all subcontractors and advisors and include a description of their roles.

Applicants selected for funding are deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified in their proposals. CPB, at its sole discretion, may reject proposals that include exceptions.

In reviewing Applicant’s proposal, CPB may share materials, data, other information and analyses (collectively, “Information”) with Applicant. As a condition of receiving such Information, Applicant 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 that Applicant provides to CPB in conjunction with this RFP. Upon submission, said information shall become CPB’s property (not including any intellectual property rights contained in such submission), and CPB is not required to return the same to Applicant. Applicant is responsible for any violation of copyright, trademark, patent, trade secret, or other rights related to such material.

This solicitation does not constitute an agreement by CPB to extend funding to any party. CPB may, in its sole discretion, elect not to pursue this project.

By submitting a proposal, 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, Applicant guarantees that it has full and complete rights to all information and materials included in its proposal

and guarantees that such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party.

### **IX. Conditions of Agreement**

CPB is not responsible for any costs incurred by Applicant in preparing and submitting its proposal in response to this RFP, or in performing any other activities relative to this solicitation. If a proposal is selected for funding, Applicant must sign a binding agreement that meets with CPB's approval (Agreement). Until the Agreement is executed by both parties, no express or implied commitment has been made to provide funding. Applicant is not authorized to commence any work until the Agreement is fully executed, nor will CPB compensate it for the same.

Applicant must guarantee that, among other things, any work it undertakes 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 representations and warranties in the Agreement.

The Agreement will contain additional requirements, including but not limited to the following:

1. Applicant must demonstrate that it has adequate financial support to complete the work and to deliver reports and/or other intellectual property set forth in the Agreement;
2. Except for the work that Applicant completes pursuant to a fixed price fee structure, Applicant must provide CPB with documentation that evidences the actual costs of the project (including timesheets or other relatively contemporaneous record-keeping documents), and supporting documentation that demonstrates that all costs were reasonable, necessary, and incurred for the project;
3. Applicant must maintain, for three years following the final payment for the project, all financial records to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives of each for examination and audit purposes. Applicant will additionally ensure that any subcontractors or consultants it engaged for the project also maintain such records for the same period and under the same terms;
4. Applicant must maintain, for three years following the final payment for the project, all subcontracts and other agreements, licenses, clearances and other documents related to the work undertaken, copies of which shall be made available to CPB and to the U.S. Comptroller General or other representatives of each upon request;
5. Applicant must provide CPB with a copy of any U.S. Comptroller General audit report issued in connection with the project;
6. Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies;

7. The Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;
8. Applicant is strictly prohibited from using any funds provided by CPB:
  - a. for any activity designed to influence legislation or appropriations 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.
9. CPB's primary source of funding is appropriations made by the U.S. Congress. Therefore, if CPB's appropriation is reduced and that reduction materially affects CPB's ability to meet its obligations under the Agreement, then CPB and Applicant, at CPB's discretion, may agree to enter good faith negotiations to modify the Agreement.
10. 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 Applicant will be required to assign all right, title and interest in and to such research and materials to CPB. Applicant further agrees that neither it, nor any of its 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.