



## Request for Proposals

### ATSC 3 Adoption Planning and Post FCC Spectrum Auction Repack

Proposal due date is extended to June 20, 2018 at 5 p.m. Eastern Time

#### I. OVERVIEW

The Federal Communications Commission (FCC) approved rules for the voluntary adoption of a new television broadcast standard, ATSC 3 or NextGen TV, on November 16, 2017. The initial adoption rollout coincides with the repacking of 149 public television signals as a result of the spectrum auction that concluded on April 13, 2017, as well as the displacement of more than 300 translators carrying public television signals. It is critical for stations to plan for the future standard while in the process of formulating and executing their current repacking plans, so that potential economies of scale and capacity are considered. The Corporation for Public Broadcasting (CPB) seeks the services of a consultant(s) (Consultant) knowledgeable in television broadcasting technology, business operations and policy to assist CPB with: 1) providing expert analysis and guidance on technical, operational, use case and market transition considerations for ATSC 3 adoption; 2) identifying and addressing opportunities for providing critical information and strategic planning assistance to the system through multiple forms such as topical white papers or presentations; 3) researching and preparing scenarios/solutions for specific issues that may arise as stations plan their repacking with or without ATSC 3 considerations, and 4) providing expertise to CPB and stations on an as-needed basis with specific issues resulting from the repacking or ATSC 3 adoption process, such as engineering considerations, FCC filing deadlines, and business and operational considerations.

CPB understands that individual firms may not have the necessary expertise to provide the services requested. Accordingly, CPB will consider joint proposals submitted by collaborating organizations. CPB will contract with the lead party which will be responsible for the final product. Additionally, CPB may award this work to more than one vendor.

CPB will compensate the Consultant on an hourly agreed upon rate. The contract term will end June 30, 2019 and thereafter, CPB will have the option to extend the term of the agreement for an additional six months, at agreed upon hourly rates, for any additional assistance CPB may require relating to issues arising from the repack and ATSC 3 rollout.

## II. ABOUT CPB

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: 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 has a mandate to ensure over-the-air access to public television for all Americans.

## III. BACKGROUND

As the broadcast industry evolves with content delivered over the air, over cable or satellite, via the Internet or locally stored, ATSC 3 presents significant opportunities for stations to expand and tailor service to their communities. Given its voluntary nature, the adoption process is expected to evolve over time on a market by market basis. The rules include a simulcast requirement as well as procedures that stations must follow in order to initiate ATSC 3 transmissions or to consummate a channel sharing arrangement in their market to facilitate the sharing of ATSC 1.0 or ATSC 3 signals. Market-based transitions may pose additional challenges specific to some public television providers given with unique geographical signal placements.

As an IP based standard, ATSC 3 will allow TV broadcasters to implement an array of new technologies including combining over-the-air broadcasting with broadband technology, more efficient audio and video encoding, hybrid delivery of content and services, as well as a number of other new technologies. There are technical and use case variables that stations will need to navigate, complicated by the absence of backwards compatibility and related mandates for consumer electronics manufacturers.

The initial ATSC transition will coincide with the 149 involuntary public television signal moves and over 300 translator displacements resulting from the most recent broadcast spectrum auction. The phased manner of the repacking process through July 2020 with the first signals scheduled to be moved by November 2018. The limited time stations have to complete their actual channel changes, necessitate thorough planning for, among other things: purchasing new equipment; changing tower locations and/or constructing a new tower; coordinating with other stations (whether in channel shares, stations located on the same towers, etc.); periods of being

off air and the resulting loss of revenues; possible loss of some audience; and other issues. The unprecedented complexity of the process, questions around the expense reimbursement totals and process, and other issues that may arise, necessitate expert technical, operational and policy analysis and guidance.

#### IV. WORK SCOPE

The Consultant will perform the following activities working with CPB.

On hourly basis, the Consultant will:

- Provide CPB and/or stations with expert analysis and guidance on technical, operational, use case and market transition considerations related to ATSC 3 adoption.
- Advise/assist CPB and/or stations on issues arising from the adoption of ATSC 3 in conjunction with or independent of repacking issues.
- Advise CPB on implementation of solutions to avoid service loss or restore service to communities that may have lost service as a result of the repacking process;
- Advise/assist CPB and/or stations on related repacking issues; and
- Produce white papers, informational sessions such as through webinars or professional conferences, or other documentation as requested, coordinating with other national public media entities as appropriate at CPB's direction.

At CPB's request, the Consultant will be required to meet with CPB at its offices during the term of the agreement as needed, including meetings and participation in approximately 3-5 webinars, presentations to CPB executives and/or the CPB Board of Directors.

#### V. REQUIRED PROPOSAL CONTENTS

Respondents must submit separate Technical and Cost proposals.

A. Technical Proposals must include the following:

1. The project title (“ATSC 3 Adoption Planning and Post FCC Spectrum Auction Repack”), primary contact name, mailing address, e-mail address, and telephone number, preferably in the form of a cover page.
  
2. **Experience:** Background on the Consultant, including the following:
  - a. Resumes for each anticipated staff member who will work on the project with regard to the following qualifications:
    - i. Professional background, including television broadcast experience and/or significant experience and credentials as a successful consultant to the broadcast industry, including broadcast engineering experience;
    - ii. Education, including undergraduate, graduate and professional degree(s), professional licenses and engineering society credentials;
    - iii. Knowledge of implications of the emerging ATSC 3 and UHD (4k) video standards and their likely impact on future content and service opportunities in the public television industry;
    - iv. Knowledge of the FCC’s repacking of the broadcast television spectrum and the impact on public television stations;
    - v. Knowledge of regulatory issues affecting broadcast television stations; and
    - vi. Experience in advising technology clients regarding significant capital expenditures.
    - vii. Knowledge/experience of the public broadcasting system, including current business models;
  - b. Examples of the individual or firm’s recent experience in broadcast television consulting leading to detailed executive level recommendations;
  - 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, demonstrating knowledge of the broadcast regulatory environment, engineering, and technology; and
  - d. References from the project examples provided, including telephone and e-mail contact information.

B. Cost proposals must include the following information:

1. The hourly rates of staff that may be required during the contract term and any renewal period;
2. Identification of any task to be subcontracted, showing number of subcontractor hours and their hourly rates;
3. Anticipated travel costs. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section X below.

## VI. EVALUATION CRITERIA

ALL RESPONSES ARE EXPECTED TO ADDRESS AND SUPPLY ALL MATERIALS COVERING EACH ELEMENT IN THE REQUIRED PROPOSAL CONTENTS SECTION ABOVE. ANY PROPOSAL THAT DOES NOT STRICTLY ADHERE TO THE REQUIRED CONTENTS LISTED ABOVE WILL NOT BE CONSIDERED FOR SELECTION.

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

**(30%)** – The applicant's ability to advise on issues arising from the adoption of ATSC 3 in conjunction with or independent of repacking issues

**(30%)** – Experience of staff relevant to the proposed scope of work, as evidenced by resumes of proposed staff members; and feedback from client references indicating Consultant is likely to achieve project goals

**(20%)** -- Quality of examples provided, as they relate to demonstrable knowledge and expertise in ATSC 3 and repacking issues

**(20%)** -- Cost: Reasonableness of the costs

## VII. PROPOSAL SUBMISSION

Applicants must submit Proposals through CPB's electronic contracts management system.

To gain access to the electronic contracts management system, please send an email request to Shawn Richardson, Project Manager, at [srichardson@cpb.org](mailto:srichardson@cpb.org), no later than Friday, June 15, 2018 at 5:00 PM ET. CPB will provide access to eligible applicants within two business days.

Once access is granted, respondents will be able to upload the technical proposal and the cost proposal separately in the appropriate fields. All questions related to this RFP must be submitted

in writing no later than Thursday, June 14, 2018 to Mr. Richardson at the email address above. The questions and CPB's responses will be posted on CPB's website without attribution.

ACTIVITY	DATE
Deadline for questions	June 14, 2018
Deadline to request access to Contracts Management System	June 15, 2018
Proposal Submissions Due, 5 pm ET	June 20, 2018
Proposal Review and Selection	July 2, 2018

CPB may request the applicants with the highest scores to present their proposals to CPB at its office in Washington, D.C. If selected, CPB will contact the applicant to schedule a time for the presentation.

## 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.

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 the Consultant in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

## IX. 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.

## X. EXPENSE GUIDELINES

### A. 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:

B. 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.

C. 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.

D. 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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