



Request for Proposals
Public Safety White Paper
Proposals Deadline Extended to February 7, 2019, 5:00 PM ET
(See updated Section V.)

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of an individual or firm (Contractor) to: 1) identify and analyze the ways in which public media currently supports public safety and emergency alerting across the United States; 2) conduct a similar review of private / commercial media; and 3) provide CPB with a white paper assessing opportunities and making recommendations on where and how public media can enhance its public safety services.

Public safety in the United States is a broad and complex subject with multiple constituencies including the general public and more than 60,000 independent public safety entities. Public media organizations play vital roles, both mandatory and discretionary, that extend their community-based public service missions beyond the distribution of video and audio content.

All broadcast stations are required to participate in the Emergency Alert System (EAS), which is “a national public warning system that requires TV and radio broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service providers, direct broadcast satellite service providers and wireline video service providers to offer to the President the communications capability to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information such as AMBER (missing children) alerts and emergency weather information targeted to a specific area.”¹

In addition to being available for all EAS broadcasts, public media is an essential partner in the nationwide Wireless Emergency Alert (WEA) system. WEA was created in 2006 as part of the Warning, Alert, and Response Network Act (WARN). WARN is a voluntary system that allows cellular phone companies to notify their subscribers of imminent threats to life or property. PBS received a grant from the department of commerce in 2010 to design and establish a backup path to WEA (PBS WARN). As a result of PBS WARN, every public television station in the country is required to send the same messages from the federal government, acting as a “hardened, redundant” backup path for the cellular companies’ primary connection to the alerts.

¹ “Emergency Alert System (EAS),” fcc.gov, last modified September 8, 2017, <https://www.fcc.gov/consumers/guides/emergency-alert-system-eas>.

Public media's discretionary public safety roles vary widely across the system. These typically act to strengthen local services by providing up-to-the-minute emergency alerts, supporting first responder communication systems, educating and informing the public about disasters, and more.

Public media stations must navigate legal, technical, social, and funding considerations as part of providing public safety services. Increasingly, emerging and evolving telecommunications technologies are impacting what, how, and by whom critical public safety services are delivered. In the coming years, the advancement of ATSC 3.0 (AKA "Next Gen TV") and Fifth Generation Wireless Technology (5G) may enable telecommunications entities, including public media organizations, to provide even more emergency alert and communications services to first responders and the general public.

Accordingly, the white paper must include recommendations for developing new public media station initiatives and/or expanding existing ones, as well as a visual representation of the national emergency alert services currently provided by public media. The Contractor will be compensated on an hourly basis and CPB estimates that it will require 500 to 600 hours to complete. The white paper must be completed within 6 months of the start-date, expected to be on or about March 1, 2019. The contract will be renewable, at CPB's sole discretion, for up to an additional 6 months for any follow-up work, during which the Contractor will also be compensated on an hourly basis.

II. SCOPE OF WORK

The project includes the following activities, although applicants can recommend additional information that CPB may want to include in the white paper:

- A. Review the mandatory and discretionary roles that public media fills to support public safety, by:
 - 1. Obtaining input from national public media organizations such as NPR, PBS, and APTS to review public media's role in the federal emergency alert process, as well as at the regional, state and local level. CPB will work with the Contractor as the research proceeds to determine the specific organizations to contact; and
 - 2. Interviewing at least 20 public media stations and entities to obtain information about their activities concerning public safety alert and communication services they provide at the regional, state, and local levels, whether on or off air, as well as their ideas and/or plans for future services, which should include opportunities presented by ATSC 3.0 and 5G.

To ensure that the research incorporates the wide breadth of services provided, CPB and the Contractor will work together to identify these 20 stations. We expect they will include: the Florida Public Radio Emergency Network (FPREN), stations involved in the Great California Shakeout, Alabama Public Television, Vegas PBS, Louisiana Public Broadcasting, Maine Public Broadcasting, South Dakota Public Broadcasting, WHUT-TV, Houston Public Media, Twin Cities

PBS, and Ohio Educational Television Stations, Inc. More details about these organizations can be found at www.cpb.org/emergency-alerts.

Before conducting any interviews, the Contractor must create, with input from CPB, talking points to ensure that consistent data is collected, compiling the results if appropriate, in a form that CPB may use after this project is completed for further reference and analysis;

- B. Assess the legal, technical, social, and funding opportunities and challenges facing public media's existing public safety activities, including the links between public media, emergency management, and public safety communities, as well as the opportunities presented by ATSC 3.0 and 5G. Identify which services provide the most value and whether they can or should be replicated in other areas of the country;
- C. Identify and assess as CPB requires: 1) other applicable public or private public safety initiatives, including FirstNet; and 2) emerging technologies that may impact emergency alerting and public safety service delivery in the future, specifically identifying opportunities, gaps, and threats for public media;
- D. Synthesize the findings from the above activities into the white paper with a focus on projecting the future of public safety and emergency alerting, and highlighting public media's role in the same. The paper must include detailed recommendations for public media to undertake to enhance public safety service overall and to position it to address future emergencies, while also identifying specific opportunities that will accelerate service with additional funding. The Contractor will be expected to incorporate CPB input into the white paper and provide CPB with periodic telephonic updates.

The Contractor may be required to meet with CPB up to four times at its offices in Washington, D.C. during the development of the white paper and a final trip to present the completed white paper to executive staff;

- E. Create a clear, creative, easy to understand visual representation of public media's current role in nationwide emergency alerts via the EAS, the Integrated Public Alert Warning System (IPAWS), the PBS WARN, WEA, and any other applicable federal mandates or distribution methods that CPB may use at future presentations addressing this topic; and
- F. Prepare a visual representation, if appropriate, or a written description outlining public media's role in public safety beyond emergency alerts, such as supporting first responder communications, public warning systems, and etc. that CPB may use to inform future presentations addressing this topic.

III. PROPOSAL CONTENTS

The Contractor must provide both a technical and cost proposal with the components below. CPB may disqualify any proposals that do not separate the technical and cost proposals and/or provide the requested information.

Applicants that have any ownership or financial interest, directly or indirectly, in any public broadcasting television or radio station, or any emergency communications/ public safety business enterprise must disclose that relationship to CPB, whether the interest exists prior to responding to this RFP or at any time thereafter.

A. The technical proposal must include the following and be submitted in Microsoft Word or as a PDF.

1. Executive Summary: a written narrative describing the Contractor's qualifications and a summary of its recommended approach to performing the scope of work.
2. Detailed Proposal: A detailed description of the Contractor's recommended approach to conducting the research, analyzing the data collected, developing recommendations, and drafting the white paper described in the scope of work. Applicant should include any information not identified above that it suggests CPB include:
 - a. The major tasks with the estimated hours for each assigned staff with their names , titles, and resumes.
 - b. A detailed description of the resources the Contractor will draw upon to analyze existing public safety and emergency efforts, and potential opportunities provided by ATSC 3 and 5G.
 - c. A description of each assigned staff's experience and capacity, and that of the firm that qualify it to conduct the necessary research to create a comprehensive white paper, including:
 - i. knowledge of and experience working with the public media's television and radio stations;
 - ii. familiarity with public media public safety Initiatives;
 - iii. knowledge of and experience working with emergency management and public safety communities, i.e. local first responders, state department of homeland security, et.al.;

- iv. not more than three recent examples of prior projects that demonstrate the applicant's ability to collect and analyze the information, incorporating it into a written report, that addresses public safety and emergency alerting across the United State within the public media, private or commercial sectors, or other a similar topics. At least one example must include a written report that is analogous to the required white paper; and
- v. two references from the examples, including each reference's name, telephone, and e-mail contact information.

B. The Cost Proposal must include the following and may be submitted in Excel, Microsoft Word or as a PDF.

1. Using the major tasks and estimated hours for each assigned staff member provided in the technical proposal, include the staff's hourly rates, showing the total anticipated project cost. Identify the hourly rates for any anticipated staff required during the possible renewal term. Please identify any subcontracted staff during the original or renewal terms; and
2. A detailed breakdown of expenses and travel costs, assuming four trips to D.C., three to meet with CPB during the development of the white paper and a final trip to present the completed white paper to executive staff. Travel and out-of-pocket expenses will be reimbursed in accordance with CPB's travel guidelines set forth in Section VII below.

IV. SELECTION CRITERIA

CPB will evaluate proposals based on the following criteria and the associated weight:

- A. The quality of the Contractor's proposed approach to completing this scope of work (30%);
- B. The quality of the examples and of the individual staff and firm's experience; and whether these demonstrate that the Contractor has the required knowledge and experience to conduct the research and produce a quality white paper (50%); and
- C. Reasonableness and appropriateness of the proposed cost (20%).

V. PROPOSAL SUBMISSIONS

Applicants must submit technical and cost proposals through CPB's electronic grants management system (GMS).

To gain access to the system, please send an email request to Djinni Field at dfield@cpb.org, no later than **January 31, 2019**. CPB will provide access to eligible applicants within two business days. Include the RFP title in the subject line. In the message text, provide your name, title, phone number, organization name, address and organization web address. *(Please note: even if you already have an account in CPB's GMS, you will still need to contact Djinni to request access to this specific RFP.)*

All questions must be submitted in writing to Ms. Field at the email address above. CPB will post responses without attribution. The deadline for submitting questions is **January 31, 2019**.

Applications are due no later than **February 7, 2019 at 5:00 PM ET**. CPB will not consider applications submitted after this time.

Deadline Summary

ACTIVITY	DATE
Request Access to CPB's Grant Management System	January 31, 2019
Submit Questions	January 31, 2019
Proposals Due	February 7, 2019 at 5:00 PM ET

CPB may request that Contractors with the top scores meet with and present their proposals to senior management at CPB's offices in Washington, DC. If so, CPB will notify Contractors of the time and date.

VI. CPB TERMS

PROPOSALS

Quotes submitted in response to this RFP by a Contractor shall be valid for at least 90 days following the closing date of the RFP.

Proposals must provide a straightforward, concise description of the Contractor's proposals to meet the requirements of this RFP. Neither multiple nor alternate proposals will be accepted. A Contractor 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 Contractor 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 Contractor's proposals.

By submitting an offer in response to this RFP, a Contractor, 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 Contractors. As a condition of receiving such Information, Contractors 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 Contractor. 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 Contractor 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 Contractor guarantees that the Contractor has final and complete rights to all of the information and materials included in the proposal. Each Contractor 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 Contractor 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 Contractor(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. Contractors are not authorized to commence work until the agreement is fully executed. If Contractors 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 Contractor(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. Contractors 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 Contractor 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 Contractor 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. (Contractor 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 Contractor 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 Contractor will comply with equal employment opportunity and nondiscrimination laws and policies;
5. The Contractor 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 Contractor will be required to assign all right, title and interest in and to such research and materials to CPB. Contractor further agrees 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. The Contractor 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 Contractor of any term or provision of the operative agreement; or (iii) Contractor'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 Contractor, 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 Contractor that successfully completes the selection process.

EXPENSE GUIDELINES

Non-Employee Travel Expense Guidelines:

Travel expenses incurred by non-CPB staff 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.