



Request for Proposals (RFP)

Facilitator for Radio Community Service Grants System Consultations

FILING DEADLINE: September 28, 2018

I. PROJECT OVERVIEW

The Corporation for Public Broadcasting (“CPB”) is requesting proposals from a firm or individual to facilitate a minimum of three, and a maximum of five, two-day in-person meetings in Washington, D.C. as well as a kick-off webinar. The goal of the meetings is to solicit input and recommendations from approximately 20 representatives of public radio stations and organizations on possible changes to CPB’s Radio Community Service Grant (“CSG”) program. Detailed information about the CSG program, which provides approximately \$90 million in financial support to more than 400 public radio grantees annually, can be found at <https://www.cpb.org/stations/grants/radio/generalprovisions/>

The meetings will involve in-depth discussion and evaluation of media trends, financial data, audience data, and other information. The meetings must be completed by April 30, 2019, with a final report and detailed recommendations provided by June 1, 2019. The facilitator will advise CPB on meeting strategies and agendas, facilitate the meetings, and provide notes, feedback and a final report (“Project”).

CPB will arrange and pay for the cost of the meeting facilities and compensate the facilitator on a fixed fee basis, determined by the number of meetings.

II. ABOUT CPB

The Corporation for Public Broadcasting (CPB) is a private, not-for-profit, non-governmental corporation authorized by Congress in 1967 through amendments to the Communications Act of 1934. CPB is exempt from taxes under Section 501(C)(3) of the Internal Revenue Code. CPB promotes non-commercial public telecommunications services (television, radio, online, and digital) for the American people. CPB also provides financial support and a variety of services to more than 1,500 locally owned and operated public television and radio stations nationwide. Such support helps guarantee universal access to public broadcasting’s educational services and programming and ensures that stations can exchange program materials through a national system of interconnection.

For more information, see www.cpb.org.

III. SCOPE OF WORK

The facilitator’s work will include the following.

- A. For the kick-off webinar, work closely with CPB to develop the strategy, agenda, and materials; and facilitate the webinar. The kick-off webinar will be designed to familiarize the participants with the current CSG program and sections of the Communications Act that govern the CSG program.

- B. For the meetings, work closely with CPB to develop the strategy, agendas, and materials for each; participate in planning meetings and rehearsals as needed; and facilitate the meetings. Following each meeting, provide CPB with all meeting notes and a brief report summarizing the outcomes and recommendations for the next meeting.
- C. After completion of the meetings, provide CPB with a final report detailing the findings, recommendations, and any justifications for revising the CSG policies. The report should be of publishable quality and be accompanied by a PowerPoint presentation for CPB use when presenting information about the meetings.

IV. PROPOSAL COMPONENTS

Facilitator 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.

- A. The technical proposal must include:
 - i. Executive Summary - a written narrative (1-page maximum) with an overview of the facilitator's qualifications and recommended approach to the project.
 - ii. Project Narrative – a detailed description of the facilitator's approach to the project including:
 - The major tasks with the estimated hours and the names of key personnel, titles, and resumes of the assigned staff. The major tasks must include preparation for and facilitation of the kick-off webinar and each follow-up meeting and preparation of the final report.
 - A description of the organization including experience and capacity to execute this work.
 - A description of the individual who will act as the facilitator, along with examples of the individual's experience facilitating groups of approximately 20 senior level executives who may bring competing objectives to the table.
 - A description of any technology or materials necessary for the facilitation.
- B. The cost proposal must include:
 - i. A budget detailing the major tasks, hours, rates, and names of the assigned staff.
 - ii. Estimated expenses excluding travel. Travel and out-of-pocket expenses will be reimbursed in accordance with CPB's travel guidelines set forth in Section X below.

V. SELECTION CRITERIA

CPB will evaluate proposals based on the following factors with the associated weight:

- A. The quality of the applicant's proposal and proposed approach to facilitating the meetings (40%);

- B. The quality of the applicant’s prior facilitation experience, demonstrated by the examples provided (35%); and
- C. Reasonableness and appropriateness of project cost (25%).

VI. SUBMISSION OF PROPOSALS

Applicants must submit technical and cost proposals through CPB’s electronic grants management system.

To gain access to the system, please send an email request to Pat Saks, at psakellarides@cpb.org, no later than September 21, 2018. Applicants will be given access to the electronic grants management system.

Applications are due not later than September 28, 2018. CPB will not consider applications submitted after this time.

All questions must be submitted in writing to Ms. Saks at the email address above. The questions (without attribution) and CPB’s responses will be posted on CPB’s website. Please include “Facilitator for Radio CSG Consultation” in the subject line of all emails.

Technical Proposals may be in Microsoft Word or PDF format, Cost Proposals must be in Excel format.

CPB may request the advisors with the top scores to meet with senior management at CPB’s offices in Washington, D.C. If so, CPB will notify the selected advisors of the time and date.

VII. REVIEW TIMELINE

Below is an anticipated timeline and is subject to change.

ACTIVITY	DATE
RFP Deadline	September 28, 2018
Execute Contract	November 30, 2018
Kick-Off Webinar	December 2018
Panel Meetings begin (3-4 meetings)	December 2018
Final report to CPB	April 30, 2019

VIII. CPB TERMS

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

Proposals must provide a straightforward, concise description of the Facilitator’s proposal to meet the requirements of this RFP. Neither multiple nor alternate proposals will be accepted. Applicants 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 Facilitator shall be responsible for all 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 applicant's proposals.

By submitting an offer in response to this RFP, a facilitator, 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 Facilitators. As a condition of receiving such Information, Facilitators 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 Facilitator. 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 Facilitator grants to CPB the right to duplicate, use, disclose, and distribute all the materials submitted for purposes of evaluation, review, and research. In addition, each Facilitator guarantees that the Facilitator has full and complete rights to all the information and materials included in the proposal. Each Facilitator 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.

IX. CONDITIONS OF AGREEMENT

If CPB funds a proposal, the successful Facilitator 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. Facilitator is not authorized to commence work until the agreement is fully executed. If the Facilitator opts 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 Facilitator 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. Facilitator 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, which includes but are not limited to the following:

1. A demonstration of ability to complete the work for which they have been contracted and to deliver reports and/or other intellectual property created pursuant to the Agreement;
2. Maintenance, for three years following receipt of relevant funds, of all financial records to the

project, which records shall be accessible to CPB, and to the U.S. Comptroller General or other representatives for examination and audit purposes. (The Facilitator will additionally ensure that any subcontractors or Facilitator under the agreement shall also maintain such records for the period specified and under the same terms);

3. Maintenance, for three years after approval of a final financial report, of 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. Compliance with equal employment opportunity and nondiscrimination laws and policies;
5. The Facilitator who plans to engage subcontractors will be expected to obtain competitive bids, and to provide assurances that the prices obtained for any such services are fair and reasonable;
6. The Facilitator 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;
7. 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 Facilitator will be required to assign all right, title and interest in and to such research and materials to CPB. The Facilitator 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;
8. The agreement will be governed by construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;
9. 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
10. The Facilitator 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 Facilitator of any term or provision of the operative agreement; or (iii) Facilitator's performance under the project.
11. Other material terms and provisions will be set forth in the documents provided to the Facilitator that successfully completes the selection process. CPB will have complete rights to the reports created as deliverables for this project. CPB will not be responsible for any costs incurred by the Facilitator in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

X. EXPENSE GUIDELINES

Travel expenses incurred by non-CPB staff (including consultants) need to 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 are required to accept the lowest fare available for the required itinerary. First class coach may be used only in unusual and/or special circumstances and, in each such instance, a detailed explanation shall be provided, and reimbursement shall be contingent upon approval by CPB.

Private automobile use will be reimbursed at the prevailing IRS rate of 54.5 cents per mile for 2018, 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 only reimburse 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.

Exhibit A – Non-Employee Travel Expense Guidelines

Travel Expenses incurred by non-CPB staff (including consultants) need to be itemized in the Non-Employee Expense Form. All expenses worth \$25.00 or higher denominations must be supported by original receipts. 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 are required to accept the lowest fare available for the required itinerary. Full fare coach may be used only in unusual and/or special circumstances and, in each such instance, a detailed explanation shall be provided, and reimbursement shall be contingent upon approval by CPB.

Private automobile use will be reimbursed at the prevailing IRS rate, but not in excess of the lowest available airfare. Taxi cab fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi fare would exceed 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 only reimburse 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 subject to reimbursements.

Meals

CPB will reimburse for meals up to a total of \$65.00 per day for domestic travel, provided that meals are not otherwise furnished or included in connection with an activity.