

Request for Proposals Assessment of Public Media's Interconnection Systems Proposals Due April 29, 2019

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of a contractor(s) ("Contractor") with expertise in evaluating interconnection services for television and radio, to provide CPB with a written analysis of the existing public media interconnection systems operated by PBS and NPR ("Interconnection Systems"), evaluating their efficiency, effectiveness, and adaptability for the future, plus a written analysis of the proposed next phase of PBS's Interconnection System, including a cost analysis (collectively "Report").

The Report must include detailed recommendations for the Interconnection Systems to ensure the most efficient and cost-effective interconnection services for public media. In simple terms, Interconnection Systems refers to the set of technologies and operations required to exchange content and metadata between content producers and aggregators and stations. The Report must be of publishable quality with an interim version completed by November 15, 2019 and the final expected to be the latter of March 31, 2020 or within one month of receiving PBS's proposal for the next phase of Interconnection.

In addition, and at CPB's direction, Contractor will provide ongoing consulting services and evaluations of other proposals related to digital media distribution and services, as well as projects relevant to the future of the public media interconnection and infrastructure related systems.

Knowledge of the public broadcasting system is helpful but not necessary.

Contractor will be compensated on a fixed fee basis for developing the Report and on agreed upon hourly rates to provide the ongoing consulting services and analysis of other proposals as CPB requests. The agreement will cover 18-months. If CPB requires additional consulting services and evaluations, CPB will have at its sole discretion the option to renew the agreement for an additional three months at the agreed upon rates.

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 and content. 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 more than 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.

The public television Interconnection Systems, managed by PBS, is used by national public television distributors, individual public television stations, state public television networks, and other entities to distribute programming and related materials to 164 noncommercial, educational licensees operating 359 public television stations in all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and American Samoa.

The Public Radio Satellite System® (PRSS) (aka Public Radio Interconnection) is the distribution network through which thousands of hours of news, music, and specialized audience programming are delivered every year to public radio stations throughout the United States. PRSS, managed by NPR Distribution, includes more than 400 downlinks and more than 200 program producers and distributors.

III. WORK SCOPE

- A. In developing the Report, Contractor's research must include at a minimum the following, recognizing that the work concerning PBS' proposed next phase for the Interconnection Systems cannot be completed until that proposal is received.
 - 1. Meet with key personnel to gain an in-depth understanding of the Interconnection Systems, which will include PBS, NPR, CPB, approximately 12 station representatives and the Interconnection Working Group.
 - 2. Perform financial, structural, and functional reviews of the existing Interconnection Systems, taking into consideration current digital media content distribution technologies, and limited public media resources.
 - 3. Evaluate the efficacy and efficiency of PBS's proposal for the next phase of its Interconnection System and determine whether it will address the audience's growing appetite for digital media content consumption, considering future technology trends. Provide detailed and specific recommendations.
 - 4. Analyze the difference between content distribution technologies commonly used by commercial television and radio networks, and the Interconnection Systems,

including the next phase proposed by PBS.

- 5. Identify potential savings in capital and operating costs, flexibility, efficiency, and system utilization of the Interconnection System, including the next phase proposed by PBS. Ascertain possible modifications that would enhance the Systems' agility and ability to adapt easily to new requirements.
- 6. Recommend ways in which PBS, NPR, and their respective Interconnection Systems users may further collaborate in utilizing the existing Systems, as well as the next phase proposed by PBS.
- 7. Work closely with CPB throughout the process presenting the interim and final reports and incorporating CPB's recommended revisions.
- B. At CPB's direction, Contractor will provide ongoing consulting services, which may include the following or other similar services.
 - 1. Presenting the Report to select audiences.
 - 2. Updating the Report as new information becomes available.
 - 3. Provide feedback to CPB on new and emerging technology and infrastructure solutions that may impact the Interconnection Systems.
 - 4. Review and evaluate proposals submitted to CPB relevant to the future of the Interconnection Systems and other similar or related systems.

IV. PROPOSAL CONTENTS

Contractor must provide CPB with separate technical and cost proposals which include the information below.

- A. The technical proposal must include the following elements.
 - 1. Detailed Proposal:
 - a. Primary Contact including the following information, preferably in the form of a cover sheet:
 - i. name;
 - ii. mailing address;

- iii. e-mail address; and
- iv. telephone number.
- b. Summary paragraph with a concise description of Contractor's overall plan and approach for conducting the research necessary to draft the Report and analyze other proposals;
- c. A detailed description of Contractor's approach to the project, including a thorough description of the methodologies that will be utilized;
- d. A breakdown of the project into major tasks, including the names of each staff member and the number of hours required of each;
- e. A timeline for completing the Report:
- f. No more than four (4) examples of evaluating, comparing, and forecasting interconnection systems technologies that Contractor has completed during the past five (5) years. Identify the role of staff on those projects that will be assisting with the Report; and
- g. A reference for each of the examples provided, including their telephone and e-mail address.
- 2. For each person Contractor assigns to work on this project include the following:
 - a. Recent experience in financial and technical analysis of television/radio network origination and distribution systems leading to detailed executive level recommendations;
 - Resume and professional background, education, including undergraduate, graduate and professional degree(s), as well as professional licenses and engineering society credentials;
 - c. Recent experience working within the media industry focused on technology;
 - d. Recent experience working with media industry centric cloud technologies;
 - e. Recent examples that demonstrate the staff's ability to evaluate alternative business strategies for media interconnected systems;
 - f. Knowledge of digital master control systems and DTV/radio distribution systems;

- g. Knowledge of and negotiation experience with different broadcast media related infrastructure and service providers, including but not limited to satellite and cloud vendors; and
- h. Experience in advising technology clients on significant capital expenditures.
- 3. Describe the work of each team member who Contractor assigns to the project that demonstrates his experience researching, designing, implementing, and evaluating the technologies, solutions, and concepts below. At least one person on Contractor's team must have experience with each concept, but no single person is expected to have experience with all of them.
 - Over-The-Air (OTA);
 - Over-The-Top (OTT);
 - Digital Media Supply Chain;
 - Cloud-based media related services;
 - ATSC 3.0 standards;
 - SMPTE Standards:
 - UHD TV;
 - HD Radio multicasting;
 - 5G; and
 - Emerging M&E technologies.

B. Cost Proposal

The cost proposal must include the following.

- 1. Using the breakdown of hours for each team member assigned to each major task provided in Contractor's technical proposal, identify their hourly rates and the total cost, and indicate whether staff are employees or contractors;
- 2. For the on-going consulting services, identify the anticipated staff and their hourly rates for the initial and potential renewal term; and
- 3. Expenses for travel including up to six (6) meetings with CPB at its offices in Washington, D.C. during the initial term of the agreement, and travel costs to meet with those described in Section III (A) (1). All travel costs will be subject to CPB's advance written approval and in accordance with CPB's Expense Guidelines set forth in Section X below.

V. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors with the associated weight.

- 1. Approach (25%) The quality of Contractor's proposed plan and methodologies to create the Report and whether the proposed breakdown of tasks and allocated hours is reasonable.
- 2. Examples (25%) The quality of the examples provided and whether they demonstrate that Contractor's team has the necessary skills and experience to evaluate the Interconnections Systems and produce the Report.
- 3. Skills and References (30%) The quality of Contractor and its staff's experience and education relevant to the required research, with an emphasis on the areas identified in Section IV. Whether the feedback from client references indicates that Contractor is well positioned to conduct the necessary research.
- 4. Price (20%) The reasonableness of the proposed cost.

VI. PROPOSAL SUBMISSION

Technical and cost proposals are due no later than April 29, 2019 through CPB's grants management system. To gain access, please email Maciej Ochman at mochman@cpb.org.

All questions concerning this RFP must be submitted in writing to Maciej Ochman at the e-mail address above. The questions and CPB's responses will be posted on CPB's Website without attribution.

CPB may request Contractors with the top scores to present their proposals to CPB. If so, CPB will notify each of the time and date.

VII. TIMETABLE

Below is the anticipated timetable.

ACTIVITY	DATE
Proposal Submissions Due	April 29, 2019
Proposal Review and Selection	April 30 - May 10, 2019
Interviews	May 13 - 17, 2019
Contract Drafting and Execution	May 20 - 31, 2019

VIII. PROPOSALS

Proposals 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 shall be prepared simply and economically, providing a straightforward, concise description of 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 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.

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 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.

IX. 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. 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. 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. (Contractors will additionally ensure that any subcontractors or Contractors under the agreement shall also maintain such records for the period specified and under the same terms);
- 3. 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. Contractor will comply with equal employment opportunity and nondiscrimination laws and policies;
- 5. 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 Contractor will be required to assign all right, title and interest in and to such research and materials to

CPB. Contractors 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;
- 9. Contractors 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; and
- 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 Contractor that successfully completes the selection process.

X. EXPENSE GUIDELINES

A. Non-Employee Travel Expense Guidelines

Travel expenses incurred by non-CPB staff (including Contractors) 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, if meals are not furnished or included in connection with an activity.
