



## **CORPORATION FOR PUBLIC BROADCASTING**

### ***Facilitation of Television Community Service Grants Review***

**Deadline for response: September 5, 2014**

#### **A. RFP AT A GLANCE**

The Corporation for Public Broadcasting (CPB) seeks a consultant (Consultant) to facilitate a Community Service Grant program review (CSG Review) to look at possible changes to the television CSG program. The process will include a series of facilitated in-person meetings over a period of approximately 18 months.

#### **B. FILING DEADLINE**

Proposals are due via email no later than **5:00 P.M. EDT, on Friday, September 5, 2014.**

#### **C. PROJECT OVERVIEW**

The Public Broadcasting Act directs CPB to provide formula-based CSG grants to qualified public television and radio stations that are designed to: provide for the financial needs and requirements of stations in relation to the communities and audiences they serve; and to maintain existing and stimulate new sources of non-Federal financial support for stations by providing incentives for increases in such support. The Public Broadcasting Act further requires CPB to periodically review the formula criteria used to calculate these CSG grants in consultation with system representatives. This review entails a series of meetings with public television system personnel and representatives of national public media organizations to discuss the current CSG formula and advise CPB management on any changes that may need to be made to better reflect current conditions within the industry.

The proposed CSG Review is in response to the recent and time-sensitive issues that have arisen around U.S. broadcast spectrum policy. As part of the implementation of its 2010 National Broadband Plan, the Federal Communications Commission (FCC) is preparing to conduct a series of auctions and regulatory processes intended ultimately to transfer electromagnetic spectrum from television broadcasters to wireless broadband carriers. Under the terms of its congressional authorization, the spectrum auctions and related processes must take place by 2022, but the FCC is hoping to conduct the auctions as early as mid-2015. The entire spectrum recapture process could significantly change the makeup of the American television industry and the technological, economic, business and legal models underlying it. This process has a direct effect on the policy structure, administration, and distribution of CSG grants.

#### **D. WORKSCOPE**

As requested by CPB, the following Services will be provided by Consultant to facilitate the CSG Review:

1. Consultant will participate in up to three (3) initial planning meetings with CPB in September – October 2014 in Washington, DC to:
  - a. Review roster of participants and discuss roles and relationships;
  - b. Discuss desired CSG Review meeting dynamics and establish any ground rules;
  - c. Review and fine-tune all topics and issues;
  - d. Develop goals and agendas for each CSG Review meeting;
  - e. Develop timeline for total duration of the CSG Review; and
  - f. Establish desired strategic outcomes for the CSG Review.
2. Prior to each CSG Review meeting, Consultant will attend a preparation meeting in Washington, DC with CPB to:
  - a. Finalize agenda for the upcoming CSG Review meeting, including the topics for discussion;
  - b. Finalize desired strategic outcomes for the meeting; and
  - c. Prepare presentations and any necessary materials.
3. Consultant will facilitate all CSG Review meetings in Washington, DC, including up to four (4) meetings between October 2014 and March 2015 to review CSG policy as it relates to the proposed spectrum auction, with up to twelve (12) additional months of work facilitating up to twelve (12) additional CSG Review meetings following the spectrum auction, from March 2015 to March 2016 (dates to be determined).
4. Following each CSG Review meeting, Consultant will prepare meeting summary reports, including: a summary of panelist discussions at the meeting; a list of outcomes, including policy updates; and next steps.
5. At the conclusion of the CSG Review, Consultant will write a final report on topics, discussions, and resolutions from the CSG Review, to be presented to CPB Management.

#### **E. EVALUTATION CRITERIA**

Applicant's technical proposals will be evaluated based on the following criteria with the associated weight.

1. Extensive experience facilitating meetings with senior level executives addressing complicated topics that require resolution, including not more than three (3) recent examples of the same (30%);
2. Approach to designing the review meetings and the number of hours and staff assigned to prepare for and conduct each consultation (30%); and
3. No more than two (2) examples demonstrating applicant's experience creating formal reports detailing the results of the meetings the applicant facilitated (15%).

Applicant's cost proposals must identify each person assigned to the project and their anticipated hours of work, identifying any sub-contractors. Applicant's cost proposals will be evaluated based on the reasonableness of the proposed cost (25%).

#### **F. PROPOSAL REQUIREMENTS**

Proposals should be broken into two elements: a **technical proposal** and a **price proposal**.

Technical Proposal (Microsoft Word or PDF format)

Technical proposals should include the following information in the order specified:

### **1. Executive Summary**

Written narrative (1-page maximum) clearly outlining:

- Summary of applicant's qualifications for this project based on requirements stated above
- Summary of applicant's approach to designing and facilitating the consultations

### **2. Project Narrative**

Written description (4-page maximum) of the project that includes:

- A detailed description of applicant's approach to designing and facilitating the consultation
- Examples of applicant's experience set forth in the Evaluation Criteria (all examples must be of recent projects)
- Resources (total staff assigned) and number of hours per resource

### **3. Curriculum Vitae**

- Curriculum vitae or resumes for all staff included in proposal

Cost Proposal (Microsoft Excel format)

Cost proposals must include:

- A schedule of fees including an hourly rate as well as a daily rate
- Estimated travel and out-of-pocket expenses

## **G. SUBMISSION OF PROPOSALS**

Applicants must separate their technical and cost proposals. Technical proposals in either Microsoft Word or PDF format must be submitted via email to Kristina Cushing, Vice President, Media Strategy Operations, at [kcushing@cpb.org](mailto:kcushing@cpb.org).

Price proposals in Excel format must be submitted via email to Jackie Livesay, Vice President, Compliance, at [jlivesay@cpb.org](mailto:jlivesay@cpb.org).

All questions must be submitted in writing to Ms. Cushing at the email address above. The questions and CPB's responses will be posted on CPB's website without attribution.

The deadline for submission is **5:00 P.M. Eastern Time, September 5, 2014**. No other forms of submission will be accepted. Each proposal received will be acknowledged upon receipt.

## **H. GENERAL TERMS**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Applicant's proposals to meet the requirements of this RFP. Neither multiple nor alternate proposals will be accepted. An Applicant 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 Applicant 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 Applicant's proposals.

By submitting an offer in response to this RFP, an Applicant, 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 Applicants. As a condition of receiving such Information, Applicants responding to this RFP shall be deemed to have agreed 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 the material submitted, or for any unauthorized use or misuse of the submitted materials by any third party. 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 applicant.

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 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, each applicant guarantees that the applicant has full and complete rights to all of the information and materials included in the proposal. Each applicant 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.

#### **I. CONDITIONS OF AGREEMENT**

If a proposal is selected for funding, applicants 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. Applicants are not authorized to commence work until the agreement is fully executed. If applicants 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, applicants 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. Selected applicants 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 comply with a number of requirement that will be included in the operative agreement. These requirements include but are not limited to:

- 1) 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;
- 2) 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;
- 3) Compliance with equal employment opportunity and nondiscrimination laws and policies;
- 4) Applicants who plan to engage sub-contractors will be expected to obtain competitive bids, and to

provide assurances that the prices obtained for any such services are fair and reasonable;

5) Applicants 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 applicant will be required to assign all right, title and interest in and to such research and materials to CPB. Applicants further agree that neither they, nor any of their subcontractors, will have any copyrights 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) Applicants will be required to represent and warrant that no funds provided by CPB shall be (i) used for any activity designed to influence legislation or appropriations pending before the United States Congress or any State legislature (26 §U.S.C. 501(c)(3)); or (ii) used to conduct any reception or provide any other entertainment for any officer or employee of the Federal Government or any state or local government (47 §U.S.C. 396, D(k)(2(A)); and

8) Applicants will be required to indemnify and hold CPB harmless from and against all actual or alleged 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 applicant of any term or provision of the operative agreement; or (iii) applicant's performance under the Project. Other material terms and provisions will be set forth in the documents provided to the applicant that successfully completed the selection process.

9) CPB will have complete rights to the reports created as deliverables for this project.

10) CPB will not be responsible for any costs incurred by an Applicant in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

#### **J. QUESTIONS**

If you have questions as you prepare your written proposal, please contact Kristina Cushing at 202-879-9792 or [kcushing@cpb.org](mailto:kcushing@cpb.org).