



## **Request for Proposals**

Broadcast Engineer, Technical and Regulatory Consultant

Proposal Due Date Extended: **Wednesday, January 10, 2024** at 4:00pm Eastern Time

### **I. OVERVIEW**

The Corporation for Public Broadcasting (CPB) seeks the services of a broadcast engineering consultant knowledgeable in television and radio broadcasting technology, broadcast spectrum, business operations, and policy to advise CPB on technical and regulatory issues relating to market transition considerations for NextGen TV (ATSC 3.0), broadcast spectrum allocation, content distribution interconnection systems (Interconnection), 5G, emergency alerting technology, FCC matters, and other similar issues as they relate to public broadcasting technology. The consultant's guidance will be presented through technical reports, webinars, presentations, and other similar activities.

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 apportion this work among the selected vendors.

CPB will compensate the consultant on an hourly basis. The contract term will be for 24 months (2 years) and CPB estimates that not more than 450 hours of work will be required. Thereafter, CPB will have the option to extend the term for up to 12 months for not more than 225 hours, at its sole discretion, at the agreed upon hourly rates, for any additional assistance CPB may require relating to this project or broadcast technology and regulatory issues. Applicants should include in their proposals, the services of a copy editor to assist with any requested technical position papers and other documents that must be of publishable quality.

### **II. BACKGROUND**

In 2017, the Federal Communications Commission (FCC) approved a voluntary new television broadcast standard, ATSC 3.0, commonly known as NextGen TV. NextGen TV, an Internet Protocol (IP) based system, is the first major upgrade in broadcast television since the transition to digital broadcasting (DTV) in 2009. There are technical, operational, and business variables

that stations need to navigate and they will require guidance as they work through transition planning.

As the broadcast industry evolves with new technology, standards, and regulations, CPB strives to stay well informed to provide the public broadcasting system with timely information and to aid CPB in its decision-making. Public media is facing unprecedented complexity in technical and regulatory arenas. Many public media stations are in the process of upgrading their infrastructure to support NextGen TV. Some stations are simultaneously updating their emergency alerting capabilities to enhance current warning and alert systems using NextGen TV technology. There is speculation that the FCC will hold a spectrum auction<sup>1</sup>, and CPB must understand the potential repack process and its impact on public media and individual stations and stay abreast of FCC regulations. Therefore, CPB will require guidance on a wide range of technical, operational, and regulatory issues that may impact the public media system.

### **III. 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: 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.

### **IV. WORK SCOPE**

The Consultant will perform the following or related activities working with CPB:

- Provide CPB and public media stations, at CPB's direction, with expert analysis and guidance on technical, regulatory, operational, policy, use case and market transition considerations related to NextGen TV, broadcast spectrum, Interconnection, FCC matters, and emergency alerting technology;
- Advise CPB and public media organizations, at CPB's direction, on issues arising from the transition of NextGen TV in conjunction with or independent of repacking, FCC matters, Interconnection, emergency alerting and broadcast signal issues;
- Advise CPB and public media stations on the implementation of solutions to avoid

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<sup>1</sup> The FCC has held numerous spectrum auctions beginning in 1994.

disruption to service for public media stations transitioning to NextGen TV, and service disruptions due caused by changes in FCC regulations, spectrum, Interconnection and emergency alerting;

- Research and draft reports, white papers, and technical reports, and develop and hold virtual and in-person informational sessions on the topics above as requested.

Periodically, meet with CPB at its offices at least on four (4) occasions and virtually, and participate in a minimum of four (4) webinars, conferences, and meetings, and present the findings and research to CPB executives, its Board of Directors, key stakeholders, and the public media system as requested at locations to be determined.

## **V. REQUIRED PROPOSAL CONTENTS**

Applicants must submit separate technical and cost proposals and no cost information should be included in the technical proposals.

### **A. Technical Proposals must include the following:**

1. The project title (“Broadcast Engineer, Technical and Regulatory Consultant”), primary contact name, mailing address, e-mail address, and telephone number, on the 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 an expert 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 NextGen TV, emergency alerting, Interconnection, broadcast spectrum, and broadcasting standards and their likely impact on future content and service opportunities in the public media industry;
    - iv. Knowledge of the FCC regulations, issues and processes on NextGen TV, broadcast spectrum, emergency alerting, Interconnection and the impact on public media organizations;
    - v. Knowledge of regulatory issues affecting broadcast media stations;

- vi. Experience in advising technology clients regarding significant capital expenditures; and
  - vii. Knowledge/experience of the public broadcasting system, including current business models.
- b. Examples of the individual's or firm's recent experience in broadcast media consulting leading to detailed executive level recommendations;
  - c. Writing samples of the individual or firm's experience in publishing authoritative reports or position pieces on technical matters;
  - d. Examples of no more than three (3) projects similar to the one described in this request for proposals (RFP), which applicant has completed during the past five (5) years, demonstrating knowledge of the broadcast regulatory environment, engineering, and technology; and
  - e. A detailed list in an Excel spreadsheet of each staff member's name, title, and anticipated number of hours required for the project, including the copy editor.

**B. Cost proposals must include the following information:**

- 1. Using the breakdown of staff, titles, and hours provided in the technical proposal, detail each person's hourly rates and their total cost with the total cost for the project estimated for the initial contract term and any renewal period, including a copy editor.
- 2. Identify all tasks that will be subcontracted, the name of each subcontractor and their hours and rates.
- 3. A detailed breakdown of the estimated travel and out-of-pocket expenses to attend, during the initial contract term, a minimum of four (4) meetings at CPB's offices in Washington, DC and to attend four (4) in-person conferences at locations to be determined. Travel is subject to CPB's advance approval and to CPB's Expense Guidelines set forth in Section X of this RFP.

**VI. EVALUATION CRITERIA**

Proposals will be evaluated based on the following factors and weights:

**(40%)** –Applicant's ability to advise CPB on issues arising from the transition of NextGen TV, spectrum, emergency alerting, and FCC matters.

**(35%)** – Quality of examples provided, experience of proposed staff, and writing samples.

**(25%)** – Reasonableness of the proposed cost.

CPB may request applicants with the highest scores to present their proposals to CPB virtually or in person. If selected, CPB will contact applicant to schedule a time for the presentation.

## **VII. PROPOSAL SUBMISSION**

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

To gain access to the electronic grants management system, please send an email request to Shawn Richardson at [srichardson@cpb.org](mailto:srichardson@cpb.org), no later than **Thursday, January 4, 2024**, at 5:00pm ET. CPB will provide access to eligible applicants within two business days. If your organization already has an account within CPB’s electronic grants system, you must request access for this RFP.

Once access is granted, applicants will be able to upload the technical proposal and the cost proposal separately in the appropriate fields. Proposals are due **Wednesday, January 10, 2024**, at 4:00pm Eastern Time. All questions related to this RFP must be submitted in writing no later than **Wednesday, January 3, 2024**, to Shawn Richardson at the email address above. The questions and CPB’s responses will be posted on CPB’s website without attribution.

<b>ACTIVITY</b>	<b>DATE</b>
Deadline for questions	<b>Wednesday, January 3</b>
Deadline to request access to Grants Management System	<b>Thursday, January 4</b>
Proposal submissions due, 4:00 pm ET	<b>Wednesday, January 10</b>
Proposal selection	<b>Late February 2024</b>

## **VIII. PROPOSALS**

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

CPB is not responsible for loss or damage to materials submitted with or in support of this RFP. Upon submission, said information shall become CPB’s property (exclusive of any intellectual property rights contained and identified in such submission), and CPB is not required to return the same. CPB is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made in response to this RFP. Additional terms follow.

1. **Solicitation.** 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.
2. **Multiple Applications.** Neither multiple nor alternate applications will be accepted.
3. **Confidential Information.** Applicant should clearly identify any portion of its proposal that it considers confidential, proprietary commercial information, or a trade secret.
4. **Subcontractors.** The selected Applicant shall be responsible for all services required by this RFP. Applicant must identify all subcontractors and advisors and include a complete description of their roles in its proposal.
5. **Exceptions.** If Applicant is selected for funding, it is deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified in its proposal. CPB, at its sole discretion, may reject proposals that include exceptions.
6. **CPB Information.** If CPB shares any materials, data, information, or analyses (collectively, "Information") with Applicant, Applicant 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 provided to Applicant.
7. **Proposals.** By submitting a proposal, 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, Applicant guarantees that it has full and complete rights to all information and materials included in its proposal. 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.
8. **Costs.** CPB will not be responsible for the costs of preparing and submitting proposals or any other activities related to this solicitation.

## **IX. CONDITIONS OF AGREEMENT**

If a proposal is selected for funding, the successful Applicant will be required to sign a binding agreement (Agreement). Until both parties have signed the Agreement, there shall be no express or implied commitment by CPB to compensate Applicant

for any work performed. Any work commenced before then shall be at Applicant's own risk and expense.

Applicant must guarantee that, among other things, any work it undertakes is not defamatory and will not violate or infringe upon the privacy rights, copyrights or other proprietary rights of any third party. Applicant must also agree to indemnify CPB against any loss resulting from breach of any of the representations and warranties in the Agreement.

The Agreement will contain additional requirements, including but not limited to the following:

1. **Applicant's Financial Position.** Applicant must demonstrate that it has adequate financial support to complete the work and to deliver reports and intellectual property set forth in the Agreement.
2. **Record Keeping.** Except for the work that Applicant completes pursuant to a fixed price fee structure, Applicant must maintain documentation that evidences the actual costs of the project (including timesheets or other relatively contemporaneous record-keeping documents) and demonstrates that all costs were reasonable, necessary, and allocable to the requirements and objectives of the work undertaken.

Applicant must maintain, for three years following the termination or expiration of the Agreement, all records related to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives for examination and audit purposes. Applicant must also ensure that any subcontractors, consultants, or other parties engaged under the Agreement shall also maintain such records for the same period and under the same terms.

3. **U.S. Comptroller Audits.** Applicant must provide CPB with a copy of any U.S. Comptroller General audit report issued in connection with the project.
4. **Equal Employment Laws.** Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies.
5. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions.
6. **Restrictions.** Applicant is strictly prohibited from using any funds provided by CPB:

- a. for any activity designed to influence legislation or appropriations pending before the United States Congress or any state legislature; or
  - b. to conduct any reception or provide any other entertainment for any officer or employee of the federal government or any state or local government.
7. **CPB's Appropriation.** CPB's primary source of funding is appropriations made by the U.S. Congress. Therefore, if CPB's appropriation is reduced and that reduction materially affects CPB's ability to meet its obligations under the Agreement, then CPB and Applicant, at CPB's discretion, may agree to enter good faith negotiations to modify the Agreement.
8. **Research and Materials.** 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 Applicant will be required to assign all right, title and interest in and to such research and materials to CPB. Applicant further agrees that neither it, nor any of its 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.
9. **Indemnification.** Applicant 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 (a) any alleged or actual breach of any representation or warranty in the Agreement; (ii) any other default by Applicant of any term or provision of the Agreement; and (iii) Applicant's performance under the project.

## **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:



- 1. Transportation:** Only coach or economy class airfare, rail fare or bus fare will be reimbursed towards travel expenses. If authorized, private automobile use will be reimbursed at the prevailing IRS rate, but not in excess of the lowest available airfare. Taxicab (and rideshare) fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi (or rideshare) 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 only reimburse for reasonable, standard rate, single room accommodations and appropriate incidental charges (i.e., tax) on days that the individual is either actively traveling and/or performing work for CPB while in travel status. Incidental expenses incurred for comfort, grooming or personal enjoyment, such as airline and room movies, haircuts, shaving equipment, shoeshines, etc., are not eligible for reimbursement.
- 3. Meals:** CPB will reimburse for meals up to a total of \$75.00 per day for domestic travel, on days that the individual is either actively traveling and/or performing work for CPB while in travel status, provided that meals are not otherwise furnished or included in connection with an activity.