

REQUEST FOR PROPOSAL

Broadcast Engineering Consulting Services:

Coverage Area Population and Contour Overlap Analyses

FILING DEADLINE: June 24, 2021 by 3:00 PM ET

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) regularly uses public television and radio station coverage area population data, density, demographics, and maps to inform grant-making decisions and public media policy decisions. Accordingly, CPB is seeking proposals from broadcast engineering consulting firms with public television and radio expertise (Consultant) to provide coverage area analyses, contour overlap data, and demographic population analyses for public broadcasting stations receiving or applying for Community Service Grant (CSG) funding from CPB. Consultant must provide most of the required analyses within ten business days of CPB's request.

There are 397 public radio CSG recipients representing 1,172 radio stations, and 158 public television CSG recipients representing 356 public television stations. Consequently, CSG recipients may have more than one transmitter and translator, and the numbers of each may vary from year to year.

CPB will compensate Consultant on a fixed fee basis for the coverage area population studies described in more detail below and on an hourly basis for custom studies, over a two-year contract term. All payments will be disbursed to Consultant upon receipt and approval of deliverables ("studies"). The contract will be renewable at CPB's sole discretion for up to two additional two-year terms to provide the same or similar services.

II. 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.

III. WORK SCOPE

Consultant will provide the following or similar services upon CPB's request.

1. Annual CAP Analysis

a. Annually, Consultant shall create and provide CPB with a comprehensive coverage area population analysis, for each CSG recipient, including each station's transmitters and translators (hereinafter referred to as "Annual CAP Analysis"). Consultant must deliver the Analysis within ten business days of the request.

To create the Analysis, CPB will provide Consultant with an Excel spreadsheet identifying each CSG recipient and its transmitters and translators. Consultant must use FCC standard contour prediction methodology for analog radio, the Longley-Rice method using the FCC's TV Study software for digital television, and the latest United States decennial census data to populate the required information.

For each CSG recipient's transmitter and translator in that spreadsheet, Consultant will:

- I. Add the Federal Communications Commission (FCC) facility identification number;
- II. Perform a population analysis (described below);
- III. Provide the ZIP Code Tabulation Areas;
- IV. Cross check the data to ensure there are no errors or duplication;
- V. Provide an explanation for any year-to-year changes for the following:
 - a. variances of more than 4% impacting TV stations in the study,

including unique urban and rural populations;

- b. variances of any size impacting radio stations in the study.
- VI. Provide a mechanism that links changes in one station that affects multiple other stations in the spreadsheet to explain the impact of these changes throughout the public broadcasting system.
- b. <u>Population Analysis</u>: The population analysis is a tabulation of the unique, unduplicated coverage, water excluded coverage area, population, population density, demographic data, unique population¹ number, unique population percentage, and the unique population category per the table below. For public television stations, Consultant must also include columns showing urban, urban cluster, and rural population counts.

The demographic data categories include: Black, Hispanic, Native American, Asian, Hawaiian, Other, White – Non-Hispanic, and Mixed/Two or More Races (demographics).

The unique population categories follow:

Category	Range
Majority unique population	≥ 90%
Significant unique population	= 89-67%
Some unique population	= 66-11%
No unique population	≤ 10%

- c. The Consultant recognizes that the CSG award process is a time-sensitive iterative process, dependent upon its timely and accurate preparation of the Annual CAP Analysis. Accordingly, the parties agree to adhere to the following process for the Analysis during the relevant year:
 - I. In March, CPB and Consultant will discuss telephonically any changes to Consultant's ability to mine data from the FCC database, the impact of the ongoing system repack, and any other potential issues that should be factored into the Analysis.
 - II. In April, upon receipt of CPB's basic grantee information report, CPB and Consultant will meet to review the data and Consultant will provide CPB with the Annual CAP Analysis within ten business days of CPB's written request.
 - III. Approximately 14 days after CPB has received the Annual CAP Analysis, the parties will discuss the same telephonically, to enable CPB to an opportunity to spot-check the report and ask follow-up questions, and to review any

¹ "Unique population" refers to areas of broadcast signal coverage that are not covered by other CSG recipients.

- anomalies or trends identified by Consultant and incorporate the same in the Analysis, upon CPB's recommendation.
- IV. In September following CPB's CSG award calculations, CPB and Consultant will discuss telephonically any remaining questions and Consultant will incorporate any last revisions in the Analysis, at CPB's request.

2. National Coverage Map ("NCM")

Upon CPB's written request, Consultant shall create and provide CPB with a national coverage map for digital television ("Digital Television National Coverage Map") and a national coverage map for analog radio ("Analog Radio National Coverage Map"). Consultant must complete the same within ten business days.

NCMs must clearly show the areas covered by each CSG recipient station, areas not covered by those stations, each station's call letters, and the station contours imposed on a national map.

The NCMs must be in a printable and shareable format, which allows the user to zoom in and out to view, print at both the micro and macro level, and include an aspect ratio appropriate for printing a poster size version that provides a clear overview of national coverage.

3. Coverage Area Studies

Upon CPB's written request, Consultant will create and provide CPB with a coverage area study ("Coverage Area Study"), that may include but not be limited to the following. Consultant must complete the same within five business days.

- I. Television Study a television study for which the Consultant must use the most appropriate contour prediction methodology.
- II. Radio Contours Study a radio study for which the Consultant must use the Radio/ FCC standard contour prediction method.
- III. Radio Longley-Rice Study a radio study for which the Consultant must use the Longley-Rice methodology.

For each Coverage Area Study, the consultant must use the most recent U.S. decennial census data, the latest information available from the FCC media Bureau's TVStudy software as well as the FCC standard contour prediction methodology.

4. Custom Studies

Periodically and upon CPB's written request, Consultant shall create and provide CPB with a custom study that addresses a specific inquiry or situation (i.e., an analysis related to the changes in the updated 2020 census data), within ten business days of such request.

Custom studies often include the following elements:

- I. A noise-limited contour map of the public television or public radio station(s) involved, including signal overlap with other stations.
- II. A summary table with the unique, unduplicated coverage, water excluded coverage area, population, population density, demographics, and unique population categories.
- III. A narrative describing the findings for a non-technical audience.

IV. PROPOSAL REQUIREMENTS

Applicants must submit separate technical and cost proposals. No cost information may be included in applicant's technical proposal and CPB reserves the right to disqualify applicants that do not observe the same.

All responses to this RFP must include the following:

- 1. A cover page with the project title "RFP Broadcast Engineering Consulting Services," primary contact name, mailing address and telephone number.
- 2. A technical proposal identifying, for each type of study, a timeline and the hours and required staff to complete each. Proposals should address the following:
 - A detailed description of applicant's approach to creating and providing to CPB the Annual CAP Analysis and the other coverage area studies. Using the table below or a similar one, please identify the number of hours and staff required for each study and/or analysis.

Studies / Staff	# of Hours per Person
1. Annual CAP Analysis	
List Staff Name and Titles (add lines as needed)	
2. Television	
List Staff Name and Titles (add lines as needed)	
3. Radio Contours Study	
List Staff Name and Titles (add lines as needed)	
4. Radio Longley-Rice Study	
List Staff Name and Titles (add lines as needed)	
5. Custom Studies - paid on an hourly basis	N/A
List Staff Name and Titles (add lines as needed)	N/A
6. Digital Television National Coverage Map	
List Staff Name and Titles (add lines as needed)	
7. Analog Radio National Coverage Map	
List Staff Name and Titles (add lines as needed)	

- II. For each proposed staff member, include the member's relevant experience and assignments along with their resumes.
- III. A description of the firm's recent experience (within the last five years) with producing coverage area/demographic analysis and contour mapping for television and radio. Applicant may provide links for those projects.
- IV. An explanation of the timeline and set-up involved in preparing for a CAP study.
- V. At least three references from the projects above that are similar in size and scope to the services requested herein, along with a brief description of the work performed and key personnel's' contact information.
- 3. A cost proposal with a breakdown of applicant's costs by major task used in its technical proposal, including the number of hours and rates for each proposed staff member during the contract term and any renewal periods. For custom studies, please provide a rate card for the anticipated staff for the initial contract term and any renewal period.

V. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors (with the weight of each factor expressed as a percentage). CPB may request the top scoring applicants to present their proposals virtually. If selected, CPB will contact the applicant to schedule a time.

- A. 35% Experience and Qualifications whether the applicant's staff experience is appropriate and whether the examples demonstrate the applicant's ability to provide the required broadcast engineering services.
- B. 40% Approach whether the approach, staffing, and hours are reasonable and demonstrate Consultant's capacity to provide the required broadcast engineering services within the necessary timeframe.
- C. 25% Cost reasonableness of the cost.

VI. PROPOSAL SUBMISSIONS

Proposals should be submitted in either a Microsoft Word or PDF format (or Excel for cost proposals) and are due June 24, 2021 at 3:00 PM (ET).

Applicants must prepare and submit separately, their technical and cost proposals through CPB's electronic grants management system. To gain access to the system, please send an email request to Kortnei Morris, Project Manager, kmorris@cpb.org, no later than 3:00 PM ET on Friday, June 11, 2021. CPB will provide access to eligible applicants within two business days.

All questions related to this RFP must be submitted in writing no later than **Monday**, **June 21**, **2021** to Ms. Morris at the email address above. The questions and CPB's responses will be posted on CPB's website without attribution.

Below is the anticipated timeline for the RFP process:

Activity	Date
Deadline for questions	Monday, June 21, 2021
Deadline to request access to Grants Management System	Friday, June 11, 2021
Proposal submissions due, 3:00pm ET	Thursday, June 24, 2021
Proposal Selection	Friday, July 26, 2021

VII. CPB TERMS

This RFP does not constitute an agreement by CPB to extend funding to any party. CPB may, in its sole discretion, elect not to pursue this project. Proposals submitted in response to this RFP shall be valid for at least 90 days following the closing date. Additional terms follow.

- 1. Multiple Applications. Neither multiple nor alternate applications will be accepted.
- 2. Confidential Information. Applicant should clearly identify any portion of its proposal that it considers confidential, proprietary commercial information or trade secrets. In addition, Applicant must identify all subcontractors and advisors and include a description of their roles.
- 3. Exceptions. Applicants selected for funding are deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified in their proposals. CPB, at its sole discretion, may reject proposals that include exceptions.
- 4. CPB Information. In reviewing Applicant's proposal, if CPB's shares materials, data, other information and 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 in Applicant's possession.
- 5. Proposals. By submitting a proposal, Applicant grants to CPB the right to duplicate, use, disclose, and distribute any 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 and guarantees that 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 is not responsible for loss or damage to material that Applicant provides to CPB in conjunction with this RFP. Upon submission, said information shall become CPB's property (not including any intellectual property rights contained in such submission), and CPB is not required to return the same. Applicant is responsible for any violation of copyright, trademark, patent, trade secret, or other rights related to such material.

VIII. Conditions of Agreement

CPB is not responsible for any costs incurred by Applicant in preparing and submitting its proposal in response to this RFP, or in performing any other activities relative to this solicitation. If a proposal is selected for funding, Applicant must sign a binding

agreement that meets with CPB's approval (Agreement). Until the Agreement is executed by both parties, no express or implied commitment has been made to provide funding. Applicant is not authorized to commence any work until the Agreement is fully executed, nor will CPB compensate it for the same.

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/or other 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 provide CPB with documentation that evidences the actual costs of the project (including timesheets or other relatively contemporaneous record-keeping documents), and supporting documentation that demonstrates that all costs were reasonable, necessary, and incurred for the project;

Applicant must maintain, for three years following the final payment for the project, all financial records related to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives of each for examination and audit purposes. Applicant will additionally ensure that any subcontractors or consultants it engaged for the project also maintain such records for the same period and under the same terms;

- 3. Applicant must maintain, for three years following the final payment for the project, all subcontracts and other agreements, licenses, clearances and other documents related to the work undertaken, copies of which shall be made available to CPB and to the U.S. Comptroller General or other representatives of each upon request;
- 4. 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;
- 5. Equal Employment Laws. Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies;

- 6. 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;
- 7. 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.
- 8. 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.
- 9. 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.