



Request for Proposals

NextGen TV Transition and Broadcast Engineering Expert
Proposals Due: Thursday, December 17, 2020 at 4:00pm Eastern Time

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of an expert(s) (Expert) knowledgeable in television broadcasting technology, spectrum, business operations and policy to advise CPB on issues relating to market transition considerations for NextGen TV (ATSC 3.0), FCC's TV spectrum repack, 5G wireless technology, and other NextGen TV and spectrum related issues as it relates to public broadcasting as described in more detail in Section IV of the RFP, Work Scope. In addition, CPB seeks the Expert to provide strategic planning assistance through multiple forms such as authoritative, technical reports and presentations.

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 Expert on an hourly agreed upon rate. The contract term will be for 24 months (2 years) and thereafter, CPB will have the option to extend the term of the agreement for two additional six month terms, at its sole discretion, at agreed upon hourly rates, for any additional assistance CPB may require relating to NextGen TV or spectrum. Additionally, CPB requests that applicants include in their proposal 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 November 2017, the Federal Communications Commission (FCC) approved a voluntary new television broadcast standard, ATSC 3.0, commonly known as NextGen TV. NextGen TV is the first major upgrade in broadcast TV since the transition to digital broadcasting (DTV) in 2009 and is an Internet Protocol (IP) based system that can carry internet content and services alongside the traditional over-the-air broadcast signal. This standard will enable never-before-

available interactive features like video-on-demand and advanced emergency alerts for broadcast TV, all delivered with an over-the-air antenna.

NextGen TV will allow TV broadcasters to implement an array of new technologies including combining over-the-air broadcasting with broadband technology, more efficient audio and video encoding, hybrid delivery of content and services, as well as other new technologies. There are technical and use case variables that stations will need to navigate, complicated by the absence of backwards compatibility and related mandates for consumer electronics manufacturers.

As the broadcast industry evolves with content delivered over the air, cable, satellite, and the Internet, NextGen TV presents significant opportunities for stations to expand and tailor service to their communities. Given its voluntary nature, the adoption process is expected to evolve over time on a market by market basis. The rules include a simulcast requirement which will sunset in 2023 as well as procedures that stations must follow in order to consummate a channel hosting/guesting arrangement in their market to facilitate the broadcast of ATSC 1.0 or ATSC 3 signals. Market-based transitions may pose additional challenges specific to some public television entities given the unique geographical signal placements, and differing licensee types that could hinder contractual agreements with commercial entities. The unprecedented complexity of the process, potential challenges, delays in timelines, and other issues that may arise, necessitate expert technical, operational and policy analysis and guidance for 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 Expert will perform the following or related activities working with CPB:

- Provide CPB and/or stations, at CPB's direction, with expert analysis and guidance on technical, operational, policy, use case and market transition considerations related to NextGen TV and FCC spectrum matters;

- Advise/assist CPB and/or stations, at CPB’s direction, on issues arising from the transition of NextGen TV in conjunction with or independent of repacking or FCC matters;
- Advise CPB on implementation of solutions to avoid disruption to service from transitioning to NextGen, or service disruptions due to effects of the repacking process or FCC regulations;
- Advise/assist CPB and/or stations on related NextGen TV transition, repacking issues and other FCC regulations or issues impacting public media; and
- Produce authoritative reports, technical reports, informational sessions such as through webinars or professional conferences, or other documentation as requested, coordinating with other national public media entities as appropriate at CPB’s direction.

At CPB’s request, the Expert will be required to meet with CPB at its offices or virtually during the term of the agreement as needed, including meetings and participation in webinars, presentations to CPB executives and/or its Board of Directors.

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 (“NextGen TV Transition and Broadcast Engineering Expert”), primary contact name, mailing address, e-mail address, and telephone number, preferably in the form of a cover page.
2. Experience: Background on the Expert, 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 a successful 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, repack and UHD (4k) video standards and their likely impact on future content and service opportunities in the public television industry;
 - iv. Knowledge of the FCC regulations, issues and processes on NextGen TV, repack and the impact on public television stations;
 - v. Knowledge of regulatory issues affecting broadcast television 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 or firm's recent experience in broadcast television consulting leading to detailed executive level recommendations;
 - c. Examples 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. References from the project examples provided, including telephone and e-mail contact information.

B. Cost proposals must include the following information:

1. The hourly rates of staff that may be required during the contract term and any renewal period including a copy editor.
2. Identification of any task to be subcontracted, showing number of subcontractor hours and their hourly rates.
3. Anticipated travel costs. With COVID-19, there is no expectation of travel for the near future. However, with a two-year and possible longer contract term, it is possible Expert's work will eventually require travel, which is subjected to CPB's advance approval and in accordance with CPB's Expense Guidelines set forth in Section X of this RFP.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors (with the weight of each factor expressed as a percentage):

(30%) –Whether applicant’s proposal demonstrates its ability to advise CPB on issues arising from the transition of NextGen TV and repacking issues.

(30%) – Whether the experience of proposed staff, writing examples and feedback from client references demonstrate applicant’s ability to provide the required advice.

(20%) – Quality of examples provided and whether they demonstrate applicant has the requisite knowledge and expertise in NextGen TV.

(20%) – Cost: Reasonableness of the proposed hourly rates.

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, Project Manager, at srichardson@cpb.org, no later than Thursday, December 10, 2020 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 still request access to 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 Thursday, December 17, 2020 at 4:00pm Eastern Time. All questions related to this RFP must be submitted in writing no later than Wednesday, December 9, 2020 to Mr. Richardson at the email address above. The questions and CPB’s responses will be posted on CPB’s website without attribution.

ACTIVITY	DATE
Deadline for questions	December 9, 2020
Deadline to request access to Grants Management System	December 10, 2020
Proposal submissions due, 4:00 pm ET	December 17, 2020
Proposal selection	February 2021

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.

VIII. PROPOSALS

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

closing date. This solicitation 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. CPB is not responsible for any costs incurred by applicant (Applicant) in preparing and submitting its proposal in response to this RFP, or in performing any other activities relative to this solicitation.

Neither multiple nor alternate applications will be accepted.

1. Confidential Information. Applicant must clearly identify any portion of its proposal that it considers confidential, proprietary commercial information or trade secrets.
2. Subcontractors. Applicant must identify all subcontractors included in its proposal and a description of their roles.
3. Terms. Applicants selected for funding are deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified. CPB, at its sole discretion, may reject proposals that include exceptions.
4. CPB Information. In reviewing Applicant's proposal, if CPB shares any materials, data, other information and analyses (collectively, "Information"), as a condition of receiving such Information, Applicant shall be deemed to agree to protect, preserve and maintain the same on a strictly confidential basis. Applicant shall promptly return to CPB upon its request all tangible copies in Applicant's possession.
5. Proposal Loss and Copyrights. CPB is not responsible for the loss or damage to material that Applicant provides to CPB in conjunction with this RFP. Upon submission, said materials shall become CPB's property (not including any intellectual property rights contained in such submission), and CPB is not required to return the same to Applicant.
6. Duplicate Information. By submitting a proposal, Applicant grants to CPB the right to duplicate, use, disclose and distribute the proposal and any related materials and information.
7. Applicant's Representations. Applicant represents and warrants that it is the owner of all rights, title and interest in the information and materials in any and all media, included in its proposal and/or provided to CPB in connection with this RFP. Further it represents and warrants that the same are not defamatory and do not infringe upon or violate the privacy rights, copyrights or other proprietary rights of any third party. Further, Applicant shall indemnify CPB from any loss resulting from Applicant's breach of any of these representations and warranties.

IX. CONDITIONS OF AGREEMENT

If a proposal is selected for funding, Applicant must sign a binding agreement that meets with CPB's approval (Agreement). Until this Agreement is executed by both parties, no express or

implied commitment has been made to provide funding for the same. 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, that any work it undertakes is not defamatory and will not violate or infringe upon the privacy rights, copyrights or other proprietary rights of CPB any third party. Applicant must also agree to indemnify CPB against any loss resulting from a breach of this representation.

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

1. Financial Means. Applicant must demonstrate that it has adequate financial support to complete the work and to deliver the services, reports and/or other intellectual property set forth in the Agreement.
2. Applicant and Subcontractor: Record Retention, Audit Access and Time Sheets. Except for the work that Applicant completes pursuant to a fixed price contract awarded pursuant to competitive bidding procedures, Applicant must keep records reasonably necessary to disclose fully the amount and the disposition of CPB funds and the total cost of the project, including that supplied by other sources for a period of at least three years, and to facilitate an effective audit.
3. Applicant shall ensure that CPB, the Comptroller General of the United State and their authorized representatives shall have access to such records, including any books, documents, papers and records for the purpose of auditing and examining funds provided by CPB or from other sources. To clarify, Applicant must ensure that its subcontractors provide the same access and retain such records for the three-year period set forth above. Accordingly, Applicant and its subcontractors must have timesheets or other similar documents to verify staff time spent on the project.
4. U.S. Comptroller General Audit Report. Applicant must promptly provide CPB with a copy of any U.S. Comptroller General audit report issued in connection with the project.
5. Equal Employment Opportunity and Nondiscrimination. Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies.
6. Governing Law. Except as otherwise required by law, the parties agree that the Agreement and all related issues shall be governed by and construed in accordance with the laws of the District of Columbia. Notwithstanding the jurisdiction of any other court, by entering into the Agreement, Applicant expressly submits and consents in advance to the jurisdiction of the Superior Court of the District of Columbia and the U.S. District Court for the District of Columbia for all claims or disputes pertaining directly or indirectly to the Agreement, or any matter related thereto.

7. Spending 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. In the event reductions occur in the amount of the federal appropriation, which is allocated for this project, whether by rescission or otherwise and whether before or after funds are paid pursuant to the Agreement, 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. Applicant's Representation and Warranty. 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 (collectively "Research and Materials"). If, for any reason, the Research and Materials are not considered works made for hire under the copyright laws, Applicant agrees to assign all right, title and interest in the same to CPB. Applicant further agrees that neither it, nor any of its subcontractors or any third party participating in the creation of the Research and Materials, will have any copyrights or other intellectual property rights whatsoever in the same.

X. EXPENSE GUIDELINES

A. Non-Employee Travel Expense Guidelines

Travel expenses incurred by non-CPB staff (including consultants) 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, shoeshines, 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, provided that meals are not otherwise furnished or included in connection with an activity.