



## **Request for Proposals (RFP)**

### **Managing Consultant for the Station Revenue Project**

**Deadline for response: June 24, 2016, 5:00 p.m. EDT**

#### **PROJECT OVERVIEW**

The Corporation for Public Broadcasting (CPB) seeks the services of one or more qualified organizations or individuals (Consultants) to assist up to ten rural and minority radio stations that receive Community Service Grants (CSGs) from CPB, in raising more revenue to meet the non-federal financial support (NFFS) requirement of the CSG program.

This project should begin around July 2016 and be completed no later than December 2018. During Phase I, the Consultant will assess the operations at up to ten stations that have a direct impact on fundraising and the fundraising opportunities in their markets.

The assessments will include on-site visits to each station. The participating stations will be selected through a competitive application process, which CPB will develop with the assistance of the Consultant. The Consultant will develop a formal station report for each of the ten stations which must include the results of the assessment. Once the station reports are finalized, under CPB's direction, the Consultant may present its findings in one-on-one meetings with the individual stations to review the finding specific to that station.

(Depending on the location of the stations selected, the Consultant may also choose to hold meetings with several stations at a central geographic location to reduce travel costs.)

The Consultant will also be required to organize a one day conference for the ten stations, which will include the station's general manager, board chair or licensee official to discuss common findings. Another objective of the meeting will be to build a continuing supportive network among the stations to address challenges in fundraising and ways to better meet the needs of their respective communities. The date and location of the meeting will be determined by CPB and the Consultant.

After the conclusion of Phase I, the Consultant will assist up to five of the ten stations in implementing the recommendations detailed in the station reports developed for them in Phase I.

Consultant will be paid on a flat fee basis for each assessment in Phase I. For Phase II the Consultant will be paid on an hourly basis up to a maximum number of hours as explained below. CPB may request additional follow-up work for the three month immediately following Phase II, during which the Consultant will be compensated on an hourly rate.

## **BACKGROUND**

The Corporation for Public Broadcasting is a private, not-for-profit, non-governmental corporation authorized by Congress in 1967 through amendments to the Communications Act of 1934. CPB is exempt from taxes under Section 501(C)(3) of the Internal Revenue Code. Its fiscal year end is September 30. CPB promotes noncommercial public telecommunications services (television, radio, online and digital) for the American people. CPB also provides financial support and a variety of services to nearly 1,500 locally owned and operated public television and radio stations nationwide. Such support helps guarantee universal access to public broadcasting's educational services and programming, and ensures that stations can exchange program materials through a national system of interconnection.

The U.S. Congress appropriates funds to CPB through the Treasury's Public Broadcasting Fund. The funds are used by CPB in a prudent and financially responsible manner, solely for its grants, contracts and administrative costs.

Approximately 70 percent of CPB's appropriation is distributed directly to public television and radio stations in the form of CSGs. Currently, CPB provides CSGs to more than 400 radio and 170 television grantees.

## **SERVICES REQUIRED**

### **1. Phase I**

The Consultant must work closely with CPB throughout the project, and hold monthly conference calls with CPB during Phase I to discuss the project's progress and promptly advise CPB of any significant issues or concerns as they arise. The Consultant may not share the analysis or station reports with the stations without CPB's prior written approval.

The Consultant will assist CPB in finalizing the request for proposals (RFP) that will be used to select the ten stations that the Consultant will analyze in Phase I. The Consultant will assist in reviewing and evaluating the proposals received. The ten stations should be selected and the analysis initiated no later than the end of September 2016.

For the analysis, the Consultant will review the station's operations, making on-site visits to each station, to identify the unique challenges that have an impact on that station's revenues. This will include internal and external analysis, such as organizational capacity (including staffing and technology); programming strategy and execution; governance and leadership; and station-specific market factors. The analysis should address, at a minimum, the topics below.

#### **A. Internal/Operational Analysis**

1. Organizational structure, such as staff positions and responsibilities, staffing levels, inter-departmental interactions and decision-making processes;

2. Fundraising effectiveness and efficiency;
3. Programming and production strategy, audiences and impacts, including national and local content;
4. Governance, including governing authority structure, term lengths, appointment process, committee structure, diversity of skill set, fundraising prowess, interaction between staff or general manager and the governing authority; and
5. Core values that influence station decision making.

#### **B. External Analysis**

1. Environmental and/or market factors that affect station financial health;
2. Economic indicators, such as local unemployment rates, per-capita income, etc. that may correlate to station financial and operational performance; and
3. Diversity of funding sources.

#### **C. Station Report**

Once the analysis is completed, the Consultant will develop a detailed station report for each station. The Consultant will review the draft report with CPB and provide them to each station upon CPB's approval.

#### **D. Station Meetings**

As explained in the Overview, after the station reports are finalized and before Phase II, the Consultant will meet with each station individually to present the report to key station representatives to ensure the station's full commitment to the project. The Consultant will also organize a one day meeting for all ten stations to share and discuss common findings and build community.

### **2. Phase II**

During Phase II, the Consultant must hold quarterly conference calls with CPB to discuss the project's progress, promptly notifying CPB of any significant issues or concerns that arise.

#### **A. Work Plans**

For this Phase, the Consultant will start by assisting CPB in selecting up to five of the original ten stations to move on to Phase II based on the recommendations and commitment level of each station. Once the five are selected, the Consultant will create detailed work plans for each, and assist them with implementing the recommendations over the next two years.

The assistance will include coaching and training station staff during monthly one day on-site visits and via weekly telephone calls. The services may also include the activities below or other similar activities:

1. Providing mentoring by leadership from other stations outside the project;
2. Creating and producing development materials necessary to improve station revenue;
3. Assisting with developing financial projections; and
4. Providing database cleanup or investment in new systems, data migration and software training.

## **B. Group Conference Calls**

Throughout Phase II, the Consultant will hold monthly conference calls with the group of five stations. The purpose of these meetings will be to discuss common issues, successes and explore ways to meet specific challenges the station's face and to develop a collegial alliance among the group that will continue after the project is finished. During the pilot, this type of interaction has proven valuable in facilitating networking among the stations and encouraging success.

## **C. Reporting to CPB**

The Consultant will provide CPB with quarterly written narrative progress reports, which shall include, but not be limited to the following.

1. A discussion of the overall progress of the project at each station, challenges and opportunities and outlook for success;
2. A discussion of specific development activities including on-air fundraising, underwriting, foundation and grant support; and
3. Financial reports, in the form of a budget.

## **PROPOSAL REQUIREMENTS**

Applicants must separate their technical and cost proposals, which shall include the following elements in the order provided.

### **A. Technical Proposal**

The technical proposal must include the following items:

1. A detailed description of the approach to the analyses in Phase I and implementation detailed in Phase II;
2. A staffing plan identifying the number of staff, if any, to be assigned to different analyses and implementation, their division of responsibilities and expected total time on each assignment for each staff;
3. A detailed breakdown of each required task in Phases I, the number of hours for the assigned staff and their job titles. Because the Consultant will be compensated on a fixed fee basis per station, the information should be provided for a single station during Phase I.;
4. For Phase II the Consultant will be paid on an hourly basis up to 200 hours per month.
5. A Gantt chart or other graphic depiction summarizing the approach, staffing plan and timeline for Phases I & II;

6. Three recent examples of analysis similar in scope and complexity to the analysis required for this project that resulted in improving an organization's fundraising. Please include a detailed description of the services provided, the challenges faced and how those challenges were addressed, detailed information about the percentage and amounts increased, along with the names and contact information for the clients referenced in the examples; and
7. The resumes or curriculum vitae of staff assigned to the analyses and implementation, demonstrating skills and experience necessary to complete the work.

#### B. Cost Proposal

1. A detailed breakdown of the cost for each task in Phases I and II, showing the assigned staff, their titles, number of hours and hourly rates. Because the Consultant will be compensated on a fixed fee basis per station, the information should be provided for a single station in Phases I and II. In addition, the Consultant should provide the staff and hourly rates if any follow-on work is required after Phase II.
2. Travel costs should not be included in the Cost Proposal because the station's locations and group meeting locations have not yet been determined. All travel will be reimbursed in accordance with CPB's Non-Employee Travel Expense Guidelines below.

### **EVALUATION CRITERIA**

Proposals will be evaluated using the criteria and weights below.

1. Approach (40%)  
The applicant's proposed approach to performing the analysis and implementation of the project, including identifying operational areas of improvement and major opportunities that lead to useful recommendations to CPB and to the station;
2. Skills and Experience (40%)  
Whether the Consultant's examples demonstrate its ability to successfully design and implement plans that significantly improved an organization's fundraising; and
3. Cost (20%)  
Reasonableness of the proposed fees.

### **PROPOSAL SUBMISSION AND TIMELINE**

All proposals must be submitted electronically in Microsoft Word, PDF or Excel with "RFP Radio Managing Consultant" in the subject line. Proposals will not be accepted in any other format. Each application received will be acknowledged via email.

Technical proposals must be submitted to Jeff Luchsinger, Director, Radio System Investment, at [jluchsinger@cpb.org](mailto:jluchsinger@cpb.org). Cost proposals must be submitted to Jackie Livesay, Assistant General Counsel & Vice President, Compliance, at: [jlivesay@cpb.org](mailto:jlivesay@cpb.org).

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

CPB may request the highest scoring applicants to present their proposals to CPB management at its offices in Washington, D.C. If applicants are selected, CPB will contact them to schedule a date and time for their presentations.

**Proposals are due no later than 5:00 p.m. (EDT), Friday, June 24, 2016.**

Below is the anticipated timetable.

<b>ACTIVITY</b>	<b>DATE</b>
Proposal Submissions Due 5:00 pm EDT	June 24, 2016
Proposal Review & Selection	July 8, 2016
Contract Drafting & Execution	August 5, 2016

## **NON-EMPLOYEE TRAVEL EXPENSE GUIDELINES**

Travel Expenses incurred by non-CPB staff (including consultants) need to be itemized in the Non-Employee Expense Form. All expenses worth \$25.00 or higher denominations must be supported by original receipts. Expenses requiring CPB approval must evidence such approval. CPB reserves the right to cap the Consultant's travel expenses. Reimbursement of travel expenses is subject to the following limitations:

### **Transportation**

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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 are required to accept the lowest fare available for the required itinerary. Full fare coach may be used only in unusual and/or special circumstances, and, in each such instance, a detailed explanation shall be provided and reimbursement shall be contingent upon approval by CPB.

Private automobile use will be reimbursed at the prevailing IRS rate of 54 cents per mile to CPB employees for 2016. Taxi cab fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi fare would exceed 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.

### **Lodging**

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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 subject to reimbursements.

## **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.

## **CONDITIONS OF AGREEMENT**

Projects selected for funding may receive requests for additional detail, including budget or timeline revisions and cash flow projections. CPB may ask those submitting proposals (hereinafter referred to as "Offeror") to work with other individuals or institutions to achieve proposed outcomes.

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

By submitting a proposal in response to this RFP, an Offeror, 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 Offerors. As a condition of receiving such Information, Offerors 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. 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 Offeror. 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.

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

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

By submitting a proposal, each Offeror 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 Offeror guarantees that the Offeror has full and complete rights to all of the information and materials included in the application. Each Offeror 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. Each Offeror also indemnifies and agrees to hold CPB harmless from and against any claims, losses, liabilities and damages (including attorney's fees resulting from any alleged violation of these provisions).

If a proposal in response to this RFP is selected for funding, the successful Offeror 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. Offerors are not authorized to commence work until the agreement is fully executed. If Offerors 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, Offerors 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. Offerors 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) A demonstration of adequate financial support to complete the work for which they have been contracted and to deliver reports and/or other intellectual property created pursuant to the agreement;
- (2) Compliance with equal employment opportunity and nondiscrimination laws and policies;
- (3) Offerors will be required to provide documentation of actual costs and provide supporting detail demonstrating that all costs are reasonable, necessary and allocable to the requirements and objectives of the work undertaken;
- (4) 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 Offeror will be required to assign all right, title and interest in and to such research



and materials to CPB. Offerors 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.

- (5) No funds provided by CPB will be used (i) for any activity designed to influence legislation or appropriations pending before the U.S. 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.; and
- (6) Offerors 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 Offeror of any term or provision of the operative agreement; or (iii) Offeror's performance under the project.
- (7) Maintenance, for three (3) 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. (Offerors will additionally ensure that any subcontractors or consultants under the agreement shall also maintain such records for the period specified and under the same terms.);
- (8) Maintenance, for three (3) 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;
- (9) Offerors who plan to engage subcontractors will be expected to obtain competitive bids and to provide assurances that the prices obtained for any such services are fair and reasonable;
- (10) The agreement will be construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;

Other material terms and provisions will be set forth in the documents provided to the applicant that successfully completes the selection process.