



revised April 19th

Request for Proposals

Post FCC Spectrum Auction Planning

Proposals are Due May 2, 2016 by 5 pm Eastern Standard Time

I. OVERVIEW

The Federal Communications Commission will hold a voluntary auction of spectrum currently held by television stations, and has encouraged stations to participate in the auction by surrendering all of their spectrum, sharing spectrum with another station, or moving to a less desirable portion of the spectrum. Once the auction is over, many television stations will be forced to change channel assignments during the channel repacking. It is possible that this process will create areas that are no longer able to access public television, as the contours of stations change, and as station translators are forced off the air.

The Corporation for Public Broadcasting (CPB) seeks the services of a consultant(s) (Consultant) knowledgeable in television broadcasting technology, business operations and policy to assist CPB with: 1) identifying areas where there may be a potential loss of public television service after the auction and the resulting channel repacking, and providing CPB with a detailed report and recommendations on how to restore service to those areas, and 2) research and prepare scenarios/solutions for potential issues stations may face in the channel repacking following the auction, and 3) after completing the report, provide assistance to CPB and stations on an as-needed basis with issues resulting from the auction including the repacking. The Consultant will work closely with CPB throughout the process and in determining the parameters of the report, keeping CPB apprised of any issues as they arise.

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.

Applicants should propose a fixed fee for developing the report on how to address the loss of service to communities and the scenarios/solutions for potential issues stations may face in the channel repacking. The report should be completed on or about September 2016. For any additional services CPB requires thereafter, CPB will compensate the Consultant on an hourly

agreed upon rate. The contract term will end March 2017 and thereafter, CPB will have the option to extend the term of the agreement for an additional six months, at agreed upon hourly rates, for any additional assistance CPB may require relating to issues arising from the auction.

II. BACKGROUND

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: their 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.

There is great uncertainty as to the timing of the conclusion of the auction. Due to antitrust and anti-collusion concerns, it will not be possible to know which stations are participating in the auction (or which choices they may be pursuing) until the auction is complete. When the spectrum auction concludes, most public television stations will be forced to switch channels during the resulting channel repacking. This will require stations to quickly analyze their situations, engage engineering, legal and other consultants, and submit plans to the FCC within 90 days.

Stations will then have a limited time to complete their actual channel changes, necessitating thorough planning for, among other things: purchasing new equipment; changing tower locations and/or constructing a new tower; coordinating with other stations (whether in channel shares, stations located on the same towers, etc.); periods of being off air and the resulting loss of revenues; possible loss of some audience; and other issues. Consultant will look at possible ramifications for stations from the repacking, and assist CPB in planning for, and rendering assistance to, stations in need.

III. WORK SCOPE

The Consultant will perform the following activities working with CPB.

- A. Prior to the auction’s conclusion, as part of a fixed fee agreement, Consultant will develop a report that addresses the following:
- Research and prepare the report identifying the “most likely” scenarios/solutions for various types of outcomes of the spectrum auction that could impact local communities’ access to public television content. Scenarios will have a variety of scope and scale (i.e. varieties of population sizes, number of locations);
 - Identify solutions for restoring access to public television content to communities that may lose service after the spectrum auction, including cost-benefit analyses of each option;
 - Research and prepare scenarios/solutions for potential issues that stations may face with channel repacking, including engineering, technical and financial challenges; and
 - Research and develop detailed solutions to assist stations with issues that arise related to the channel repack, including engineering, technical, financial and other advice.
- B. After the auction, on an hourly basis, the Consultant will:
- Advise CPB on implementation of solutions to restore service to communities that lost service as a result of the auction; and
 - Advise/assist CPB and/or stations on repacking issues.

The Consultant will be required to meet with CPB at its offices between three and five times during the term of the agreement, which is expected to include meetings to present the initial findings and the final report.

Applicants submitting a proposal to CPB that have a financial interest, directly or indirectly, in any station’s participation in the spectrum auction must disclose the existence of that relationship to CPB, whether the interest exists prior to responding to this RFP or at any time thereafter. This is required to avoid any conflict of interest or the appearance thereof.

IV. REQUIRED PROPOSAL CONTENTS

Applicants must separate their Technical and Cost proposals.

- A. Technical proposals must include the following in the order specified.

1. **Cover Page:** Include the project title (“Post Auction Spectrum Planning”), primary contact name, mailing address, e-mail address, and telephone number.
2. **Detailed Proposal:** A detailed description of Consultant’s approach to the project, including
 - a. a thorough description of the methodologies that will be utilized, and
 - b. a breakdown of the project into major tasks in developing the report, with the number of hours and staff allocated to each, and a timeline for completion.
3. **Experience:** Background on the Consultant, including the following:
 - a. Examples of the individual or firm’s recent experience in broadcast television consulting leading to detailed executive level recommendations;
 - b. Experience and skills of designated staff with regard to the following qualifications:
 - i. Professional background, including television broadcast experience and/or significant experience and credentials as a successful consultant 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 regarding the implications of the emerging ATSC 3.0 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’s upcoming auction of broadcast television spectrum and its’ impact on public television stations;
 - v. Knowledge of regulatory issues affecting broadcast television stations; and
 - vi. Experience in advising technology clients regarding significant capital expenditures.
 - c. Knowledge/experience of the public broadcasting system, including current business models;
 - d. Examples of no more than three (3) projects similar to the one described in this RFP, which applicant has completed during the past five (5) years; and
 - e. References from the project examples provided, including telephone and e-mail contact information.

B. Cost proposals must include the following information.

1. Breakdown of the hours for each staff member assigned to each task to develop the report, with their hourly rates;
2. The hourly rates of staff that may be required during the renewal term;
3. Identification of any task to be subcontracted, showing number of subcontractor hours and their hourly rates; and
4. Expenses including travel costs. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section IX below.

V. EVALUATION CRITERIA

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

1. **Approach (40%)** – The quality of the Consultant's proposed plan, including demonstrated understanding of the problem, methodologies to be utilized, likelihood of achieving project goals, division of the problem into appropriate tasks, and the reasonableness of the number of hours and staff allocated to the major tasks in developing the report.
2. **Skills and Experience (40%)** – Consultant has prior experience relevant to the proposed scope of work as evidenced by the examples of similar work; project staff has experience and/or education relevant to the proposed scope of work, as evidenced by brief resumes of proposed staff members; and feedback from client references indicates Consultant is likely to achieve project goals.
3. **Price (20%)** – The reasonableness of the price.

VI. PROPOSAL SUBMISSION

Please include the words "RFP Post Spectrum Auction Planning" in the subject line of the emails submitting both technical and cost proposals. CPB will acknowledge receipt of each by e-mail.

Submit technical proposals and any samples of prior work by e-mail (as attachments in Microsoft Word or PDF format) to: Tom White, Project Officer, twhite@cpb.org.

Submit cost proposals separately by e-mail (as attachments in Microsoft Word, Excel or PDF format) to Jackie Livesay, Vice President, Compliance, jlivesay@cpb.org.

All questions must be submitted in writing to Tom White at the e-mail address above. The questions and CPB's responses will be posted on CPB's Website without attribution.

CPB may request the applicants with the highest scores to present their proposals to CPB at its office in Washington, D.C. If selected, CPB will contact the applicant to schedule a time for the presentation.

Below is the anticipated timetable.

ACTIVITY	DATE
Proposal Submissions Due, 5 pm EST	May 2, 2016
Proposal Review and Selection	May 16, 2016
Contract Drafting and Execution	June 1, 2016

VII. PROPOSALS

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

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's proposals to meet the requirements of this RFP.

Neither multiple nor alternate proposals will be accepted. A Consultant 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 Consultant 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 Consultant's proposals.

By submitting an offer in response to this RFP, a Consultant, 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.

CPB is not responsible for loss or damage to material submitted with or in support of this RFP. 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 Consultant. 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.

By submitting a proposal, each Consultant 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 Consultant guarantees that the Consultant has final and complete rights to all of the information and materials included in the proposal. Each Consultant 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.

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

VIII. CONDITIONS OF AGREEMENT

If a proposal in response to this RFP is selected for funding, the successful Consultant(s) 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. Consultants are not authorized to commence work until the agreement is fully executed. If Consultants 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, the successful Consultant(s) 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. Consultants 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. The Consultant will demonstrate adequate financial support to complete the work that has been contracted and to deliver reports and/or other intellectual property created pursuant to the Agreement;
2. The Consultant will maintain, for three (3) years following receipt of relevant funds, all financial records to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives for examination and audit purposes. (Consultants 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);
3. The Consultant will maintain, for three (3) years after approval of a final financial report,

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;

4. The Consultant will comply with equal employment opportunity and nondiscrimination laws and policies;
5. The Consultant 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 Consultant will be required to assign all right, title and interest in and to such research and materials to CPB. Consultants 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;
7. The agreement will be governed as construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions;
8. No funds provided by CPB will be used (i) for any activity designed to influence legislation or appropriations pending before the United States 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
9. Consultants 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 Consultant of any term or provision of the operative agreement; or (iii) Consultant's performance under the project.
10. The principal source of CPB funds is appropriations made by the U.S. Congress to CPB. In the event reductions occur in the amount of such appropriations that materially affect the ability of CPB to meet its obligations, then CPB and Consultant, at the option of CPB, agree to enter into good faith negotiations to modify the agreement.

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

IX. 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, shoe shines, 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.
