



Corporation  
for Public  
Broadcasting

February 18, 2016

The Corporation for Public Broadcasting (“CPB”) is accepting proposals for evaluation of CPB’s current compensation and benefit programs per the enclosed statement of work. As information, this is not a Federal RFP solicitation.

The deadline for receipt of proposals is March 23, 2016. Electronic submission of your technical proposal only should be e-mailed to [cdalrymple@cpb.org](mailto:cdalrymple@cpb.org) or if you choose hard copy proposal submission, please send five copies to:

Cara Dalrymple  
Vice President, Human Resources  
Corporation for Public Broadcasting  
401 Ninth Street, Northwest  
Washington, DC 20004

Cost proposals must be submitted separately to:

Jackie Livesay  
Vice President, Compliance  
Corporation for Public Broadcasting  
401 Ninth Street, Northwest  
Washington, DC 20004  
[jlivesay@cpb.org](mailto:jlivesay@cpb.org)

In addition to the enclosed details regarding CPB and the services it seeks, questions may be submitted via email to Cara Dalrymple at [cdalrymple@cpb.org](mailto:cdalrymple@cpb.org) by March 2, 2016. Please note that questions and answers will be shared with all organizations submitting questions, without identification of the requesting organization.

Finalists will be requested to make a brief oral presentation to CPB to explain their technical approach during the week of April 11 - 15, 2016.

Sincerely,

Cara Dalrymple  
Vice President, Human Resources

## SECTION I BACKGROUND INFORMATION

### General

The Corporation for Public Broadcasting (“CPB”) is a private, not-for-profit, non-governmental corporation authorized by Congress in the 1967 amendments to the Federal Communications Act. CPB is exempt from taxes under Section 501(c)(3) of the Internal Revenue Code. 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 more than 1,100 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 for grants, contracts, and administrative costs. Congress appropriates funds two years ahead of the fiscal year in which they are to be spent. CPB follows the federal fiscal year, which begins October 1 and ends September 30. Advanced funding stabilizes the public broadcasting system and allows it to plan future programming.

CPB distributes at least 95 percent of its appropriation based on statutory allocation as discussed in Appendix I. CPB is located at 401 Ninth Street NW, Washington, D.C. CPB staff comprises approximately 100 employees, including nine members of the Office of the Inspector General.

CPB is committed to Equal Employment Opportunity and will not discriminate against any individual on the basis of race, color, religion, national origin, sex, age, pregnancy, marital status, personal appearance, sexual orientation, family responsibilities, veteran status, physical or mental handicap or disability, matriculation as a student, or political affiliation.

The following table provides congressional appropriations for the current and past three years as well as the advanced approved amounts through 2018.

<b>Fiscal Year Appropriations (in millions)</b>							
<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Amount</b>	\$ 444.1	\$ 421.9	\$ 445.0	\$ 444.7	\$ 444.1	\$445.0	\$ 445.0
<b>Administration Budget Allocation @ 5% (in millions)</b>							
<b>Admin. Bud.</b>	\$22.21	\$21.10	\$22.25	\$22.24	\$22.21	\$22.25	\$22.25

More information about CPB may be found at <http://www.cpb.org>.

## **SECTION II SERVICES REQUIRED – Statement of Work**

This Request for Proposals (“RFP”) seeks 1) an assessment of CPB’s current compensation and benefit programs, 2) a market analysis of compensation and benefit programs in the not-for-profit sector with a primary focus on public media or public media related organizations, and 3) information about other benefit programs that would be suitable for CPB and consistent with CPB’s statutory limitations.

Background: CPB is unique in this market sector as it is the only public media entity subject to a statutory salary cap. CPB’s compensation practices are governed in part by 47 U.S.C. §396(e)(1) which provides that “[n]o officer or employee of the Corporation for Public Broadcasting may be compensated by the Corporation at an annual rate of pay which exceeds the “rate of basic pay” in effect from time to time for level I of the Executive Schedule under section 5312 of title 5 [United States Code].” Additional compensation for employees at or near the level 1 rate is limited to benefits other than salary, such as bonuses for exceptional performance and deferred compensation programs. Therefore, there are three primary components to the total compensation and benefits package for executives at CPB: base salary (including merit increases), incentive and performance-based bonus payments, and benefits.

CPB’s compensation philosophy is to provide competitive, market-based salaries, incentives and benefits to attract, retain and motivate employees in a fair manner. Its compensation programs are also intended to ensure a positive correlation between an employee’s performance and compensation.

Benefits provided by CPB include the following: vacation leave, sick leave, maternity/paternity leave, group medical insurance, group dental insurance, group life insurance, long-term disability, defined contribution retirement plan, tuition assistance program and commuter benefit program.

In addition to the market analysis of existing compensation and benefit programs, CPB also seeks information about other benefit programs suitable for CPB’s considerations and consistent with the above statutory limitations.

A final report is desired by the end of July or early August 2016.

## **SECTION III REQUEST FOR PROPOSAL TERMS**

CPB’s request for proposal terms and conditions are detailed in Appendix II.

**SECTION IV  
THE PROPOSAL PROCESS**

**Proposal Schedule**

All dates are subject to change at the sole discretion of CPB.

Task	Date
Information questions	March 2, 2016
Proposal submission deadline	March 23, 2016
Presentations to CPB team (at CPB’s discretion)	April 11 - 15, 2016
Proposal Review, Evaluation, & Selection	Late April 2016

**Oral Presentations**

CPB may request one or more proposers to make oral presentations. CPB plans to schedule these presentations for the selected firms during the week of April 11 - 15, 2016. The firms will have an opportunity to present their proposals to the staff review team. We are particularly interested in meeting with persons who would be working on the engagement team.

These presentations will be held at CPB’s offices. Scheduling will be conducted by CPB and confirmation communication will be sent to the firms detailing time and any specific items to be addressed.

**Evaluation Criteria**

CPB will evaluate proposals received based on the following criteria:

Objective	Description	Weight
<b>Organization experience</b>	The firm should have extensive experience in providing similar services in the not-for-profit sector.	25%
<b>Experience of individuals assigned to project</b>	The staff team should have relevant qualifications and expertise.	35%
<b>Timeline and approach</b>	The respondent should provide a timeline and approach to the engagement which demonstrates that all necessary work will be completed by the end of July 2016.	15%
<b>Fees</b>	While not the primary determining factor, proposed fees will influence the selection of the successful provider.	25%

The firm may provide additional relevant resources as part of services provided that may be considered during the selection process.

Evaluation results will be kept confidential and not made available to any bidder.

Award of this contract by CPB shall be subject to the negotiation and execution of an agreement for the services contemplated hereby, in form and substance acceptable to CPB.

## **SECTION V PROPOSAL REQUIREMENTS**

The following information should be included in each proposal:

### **Technical Requirements**

The technical approach should conform to the oral presentation as appropriate.

#### **Firm's Qualifications and Experience**

General Management and Corporate Capabilities – The proposer should provide an overview of their firm (e.g., structure, size, locations, etc.); management philosophy and culture; client management approach (e.g., top management involvement and staff assigned to project).

Experience and Expertise in Non-profits - References for relevant past experience (highlighting non-profit experience) of the proposer should be submitted for no more than five (5) projects during the past 3 years. **Do not** submit references for a project for which you served as a subcontractor. For each project, include the name and telephone number of a contact person for the entity that we may contact for references of the proposer's performance.

#### **Staff Qualifications**

Resumes for proposed staff should not exceed three (3) pages in length for each staff. Resumes should include education; certifications, professional licenses, and professional affiliations; relevant past experience for the past three (3) years; and proposed position for the project.

#### **Evaluation Approach**

In completing the technical approach section, the proposer shall demonstrate an understanding of the requirements and a timeline reflecting various stages of the engagement.

### **Fees**

CPB requests fixed-price fee quotes with estimated timelines. Additionally, staff hourly billing rates are also requested as supplemental projects may be considered based on the results of the evaluation.

Fee quotes should also estimate any anticipated out-of-pocket expenses. **Please submit fee quotes as a separate document to your firm's technical and other qualifications.**

## **Oral Presentation**

The oral briefing (not to exceed 60 minutes) should present the proposer's technical approach to this project and demonstrate their understanding of the work to be done. Representatives of CPB may present questions to the proposer or request clarifications of the proposer's understanding of the requirements or the proposed technical approach during the oral briefing.

## **APPENDIX I**

### **OVERVIEW OF CORPORATION FOR PUBLIC BROADCASTING OPERATIONS**

The Corporation for Public Broadcasting is a private, nonprofit corporation created by Congress in 1967. The mission of CPB is to facilitate the development of, and ensure universal access to, non-commercial high-quality programming and telecommunications services. It does this in conjunction with non-commercial educational telecommunications licensees across America. CPB helps support the operations of more than 1,000 locally owned and operated public television and radio stations nationwide by providing grants for operations. CPB also awards grants to create programs that air on public broadcasting stations but does not directly produce or broadcast programs.

By statute, CPB allocates approximately 50% of the annual appropriation directly to TV station grants, 17% to TV programming grants, and 22% to radio programming and station operations. The remaining 11% of the CPB Federal appropriation is apportioned to CPB operations (5%) and system support projects to enhance public broadcasting (6%). Interest income generated from CPB's general Federal appropriation is allocated to TV and Radio programming.

#### **Corporate Structure**

CPB is structured in three "divisions" consisting of the grant-making departments, the corporate departments, and the finance and administrative departments. CPB also staffs an independent Office of the Inspector General which reports directly to the Board of Directors. CPB's complement approximates 100 positions, most of which are currently filled. Oversight is provided by a nine-member Board of Directors, appointed by the President of the United States and confirmed by the U.S. Senate.

The grant making departments administer CPB grants constituting close to 95% of CPB funds. The corporate departments serve several functions including communications, public relations with the press and Congress, liaison to the Board of Directors, and advising legal, public policy, legislative and regulatory matters affecting CPB and the public broadcasting system. Lastly, the finance and administrative departments provide infrastructure support including human resources, finance/accounting functions, office services, and information technology.

## APPENDIX II

### REQUEST FOR PROPOSAL TERMS

#### **Disclosure of Information**

Responses to this RFP will be kept confidential within CPB, and will not be intentionally shared with other proposers unless the proposer gives permission. All responses will remain the property of CPB and may be used for internal purposes deemed appropriate by CPB. CPB, however, does not accept any responsibility for the safeguarding of information provided and shall not have any liability for disclosure.

CPB offers to, and expects from, proposers professional courtesy and full compliance with this policy.

#### **Proposal Withdrawal**

Proposals may be withdrawn by written notice or facsimile received at any time before the awarding of this contract. Proposals may be withdrawn in person by any proposer or authorized representative, provided that the person's identity is made known and a receipt is signed for the proposal.

#### **Other**

This RFP should not be construed by any proposer as a commitment by CPB to procure any services from any particular entity. CPB reserves the right to withdraw this solicitation at any time for any reason without any further liability (financial or otherwise) or other responsibility to any party that may have submitted a response to this RFP.

CPB reserves the right:

- To accept or reject, in its sole discretion, any or all proposals;
- To conduct discussions or request additional information, in its sole discretion, with any proposer or proposers, without notification to any such excluded proposers;
- To waive, in its sole discretion, any or all proposed requirements and conditions, with respect to any or all proposals, without notification to any or all other proposers.

#### **Conditions of Proposal**

If you are interested in submitting a formal proposal, CPB may meet with you and share materials, data and other information and analyses (collectively "Information") with you. As a condition of receiving such Information, you 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 your possession.

CPB is not responsible for loss or damage to materials submitted by proposers, or for any unauthorized use or misuse of materials submitted by any third party. Any materials submitted 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 applicant.

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 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, each applicant guarantees that the applicant has full and complete rights to all of the information and materials included in the proposal. Each 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.

Any and all expenses and costs of any kind whatsoever incurred directly or indirectly by a proposer in connection with responding to this RFP, including, without limitation, expenses or costs incurred as a result of or in connection with requests for clarification by such proposer by CPB, or as a result of negotiations in connection with entering or attempting to enter into any contract in connection with the subject matter of this RFP, are the sole responsibility of the proposer.

An applicant 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 contractor's proposals.

By submitting an offer in response to this RFP, an applicant, 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.

### **Conditions of Agreement**

If a proposal is selected, the applicant 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. Applicants are not authorized to commence work until the agreement is fully executed. If an applicant opts to commence work, it does so at its own risk. No oral or written statement other than the signed, written agreement will govern or modify the relationship.

As a condition of agreement, applicants 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. Contractors must also agree to indemnify CPB against any loss resulting from breach of any of the foregoing.

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) Maintenance, for 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, including, but not limited to substantiating labor costs with timesheet or other contemporaneous record-keeping documents. (Contractors 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) Maintenance, for 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;
- (4) Submission to CPB of a copy of any U.S. Comptroller General final audit report in connection with the project;
- (5) Compliance with equal employment opportunity and nondiscrimination laws and policies;
- (6) Providing documentation as to actual costs, including subcontractors;
- (7) 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 contractor will be required to assign all right, title and interest in and to such research and materials to CPB. Contractors 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.

- (8) The agreement will be governed by 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 Contractor that successfully completes the selection process.

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

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

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