



## **Request for Proposals**

### **Advisor on Public Media Spectrum Issues**

**May 13, 2014**

The Corporation for Public Broadcasting (CPB) is seeking a consultant to provide advice on policy, strategy and public service uses of spectrum as it relates to public media.

The proposal should be for a fixed monthly retainer for work of approximately 20 to 40 hours per month and a term of six months. At CPB's sole discretion, the contract will be renewable at the same rate up for up to three additional six-month terms (for a total term of up to two years).

#### **I. 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 1,400 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-funded television programs are primarily distributed through PBS. The radio programs that CPB funds are distributed primarily through National Public Radio, American Public Media and Public Radio International. CPB does more than invest in quality programming; it helps parents and teachers educate children by providing resources that enhance the learning process.

#### **The Spectrum Incentive Auction and Public Media**

In 2010, the FCC initiated a process designed to expand the public's access to broadband services by auctioning broadcast spectrum for purchase by wireless carriers. Under this initiative, local broadcasters in some areas may voluntarily relinquish their licensed spectrum rights in return for auction proceeds. We believe the planned spectrum incentive auction is of paramount importance to public media and to the public it serves. The auction may offer an opportunity for some stations to reinvent themselves for a new telecommunications environment; it may impact the way public media meets its goal of providing

universal access to public telecommunication services; and it may affect the potential for developing new services in the future. It could also create financial challenges for broadcasters with implications for public media's ability to provide new content and service in the future.

CPB plays a role of policy-maker, system convener, and thought leader as stations and the system move through this process. Accordingly, we have begun to explore the issues surrounding the use of spectrum posed by the spectrum incentive auction. We are looking at questions like how we ensure that all Americans have access to freely-available public media content, how we can best serve the needs of the nation for public media's services, how much spectrum is actually needed to serve effectively the most populous and diverse areas of the country, and how the auction may affect the overall economy of public media and the finances of individual stations.

Documents related to CPB's ongoing assessment of the potential implications of the spectrum incentive auction and repacking process are available at <http://www.cpb.org/aboutpb/spectrum/>.

### **Spectrum Activity at the FCC and Congress**

According to the timeline set by Congress, the process of shifting broadcast spectrum to broadband use will need to be completed by 2022. The FCC has announced that it plans to hold the broadcast auction in 2015. The auction and subsequent repacking of spectrum can affect public television in a variety of ways, including the creation of areas without over-the-air service, the relocation of dozens of stations to new frequencies, disruption of service as this relocation is implemented, and the reduction of spectrum available to provide multiple services to communities with diverse populations.

### **Other Spectrum Issues**

Transmission Standards: In addition to the auction and subsequent repacking of broadcast spectrum, the broadcast industry is developing a new transmission standard, ATSC 3.0, which will allow broadcasters to push more bits through the spectrum they retain and develop new opportunities for public television to use its spectrum to serve its viewers. In addition, other industry players have announced plans for other standards that would allow broadcasters to use their spectrum more intensively.

## **II. WORK SCOPE**

CPB is seeking a consultant – an individual or firm – to provide expert advisory services in the area of spectrum as it relates to the public broadcasting community, the spectrum auction and repacking, and related issues. The consultant will deliver advice on matters of policy, strategy and public service uses of spectrum as it relates to public media, within and beyond the context of the upcoming FCC spectrum auctions. The consultant should bring a deep familiarity with the FCC; public media; the public television station community; the high definition services, multicast services, datacast and emergency services that television stations currently provide or may provide in the future with new technology; the history and application of reserved channels; wireless broadband technology and applications; and the issues and implications for public media surrounding the spectrum auctions. Consultant must demonstrate strong relationships in both regulatory and legislative communities and should have sound working relationships with the leadership of trade associations, manufacturers, regulators, and policy makers. Overall, the consultant must be clearly capable of providing CPB and the public media community with well-informed advice.

Consultant will be expected to provide advisory services to CPB staff, the CPB board, and public media leadership. Consultant may be asked to convene and manage meetings, to discuss policy on CPB's behalf,

to provide written reports or presentations, to attend briefings or hearings, to research and deliver insights and findings, to review CPB policy and make recommendations, or other work related to spectrum issues.

At the end of each six month term, the consultant will prepare, in consultation with CPB management, a written report (“Report”) addressed to public media stations about the status of the spectrum auction and related policy matters, the implications for the services that stations provide, and recommendations for actions or areas of potential service development. The consultant should be available to discuss or present the Report with appropriate station organizations such as the Affinity Group Coalition. Specific topics covered in the Report may be adjusted based on the need at the time, and additional reports may be requested; CPB management and the consultant will determine such requirements if the need arises.

Consultant may be asked by CPB to provide similar advice on other large-scale public broadcasting matters that affect large numbers of stations and the health of the public media system. Consultant may also be asked to work with other firms retained by CPB or CPB grantees during the course of the contract.

The contract will be for an initial six month period but – at CPB’s discretion – the agreement will be renewable up for up to three additional six month periods at the same rate and under the same terms. Additional funds for expenses may also be provided during those terms.

### **III. REQUIRED PROPOSAL CONTENTS**

#### **1. Technical proposals**

Technical proposals should include the following in the order presented:

- a. A resume and an explanation of each consultants’ (if more than one person will be working on the project) skill and experience in the areas of public broadcasting policy and in particular with spectrum; and
- b. an explanation of key relationships with policy makers, trade association leadership, equipment manufacturers, legislators and regulatory agencies, as well as leaders within the public broadcasting system.

#### **2. Cost proposals**

CPB contemplates entering an agreement with the chosen applicant providing for a fixed monthly fee covering all services, excluding travel and other incidental expenses.

Fee proposals should be based on an expected level of effort of between 20 and 40 hours per work per month. CPB may provide an additional small budget for travel and other expenses.

### **IV. PROPOSAL SUBMISSION**

**Separate** technical and cost proposals are due May 29, 2014, by 5pm EDT. Please include the words “RFP Spectrum Consultant” in the subject line of the emails submitting both technical and fee proposals. CPB will acknowledge by email the receipt of each proposal that it receives.

Submit technical proposals and any samples of prior work by email (as attachments in PDF format) to: Whitney Waara, VP, Operations, [wwaara@cpb.org](mailto:wwaara@cpb.org).

Submit cost proposals by email (as attachments in PDF format) to Jackie Livesay, vice president, compliance, [jlivesay@cpb.org](mailto:jlivesay@cpb.org).

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

CPB may request offerors with the top scores to meet with and present their proposal to senior management at CPB's offices in Washington, D.C. If so, CPB will notify applicants of the time and date.

## V. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors:

- Skill, understanding of the issues and experience: as demonstrated in the quality of the skills and experience working in public media and in particular with spectrum; detailed knowledge of history of and issues surrounding spectrum; and relationships, including working relationships with the leadership of trade associations, manufacturers, regulators, and policy makers (80 percent); and
- Price: reasonableness of the price (20 percent).

## VI. TIMETABLE

Below is the anticipated timetable.

ACTIVITY	DATE
Proposal Submissions Due 5 pm EDT	5/29/14
Proposal Review & Selection	6/3/14
Contract Drafting & Execution	6/10/14

## VII. PROPOSALS

Proposals submitted in response to this RFP by an offeror 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 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 an offer 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 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 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 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.

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 final and complete rights to all of the information and materials included in the proposal. 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.

## **VIII. CONDITIONS OF AGREEMENT**

If a proposal in response to this RFP is selected for funding, the successful offeror(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. 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, the successful offeror(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. 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) 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);
- (3) 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;
- (4) Compliance with equal employment opportunity and nondiscrimination laws and policies;

- (5) 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;
- (6) Offerors 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;
- (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 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;
- (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;
- (9) 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
- (10) 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.

Other material terms and provisions will be set forth in the documents provided to the offeror 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 an offeror in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

## **IX. EXPENSE GUIDELINES**

### **Non-Employee Travel Expense Guidelines**

Travel expenses incurred by non-CPB staff (including consultants) need to 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:

#### **1. 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 are required to accept the lowest fare available for the required itinerary. Final 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 55.5 cents per mile for 2013, 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.

## **2. Lodging**

CPB will only reimburse 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.

## **3. 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.

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