

Request for Proposals for Technical Advisement on The Future of Content Distribution for Public Media

Proposals Due: 06/27/2023

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of a contractor or contractors ("Contractor") with comprehensive expertise in broadcast, broadband, and wireless technologies for television, radio, and digital media content distribution to provide guidance on the future of content distribution for public media.

The Contractor will be asked to provide ongoing consulting services, including analysis, counsel, and recommendations pertaining to CPB's future investments in content and information distribution systems and services. The Contractor will have experience evaluating technology solutions and distribution methods for efficiency, effectiveness, and adaptability for the future needs of public media organizations and audiences. The Contractor will possess expertise in evaluating end-to-end digital media supply chain infrastructure and services related to content distribution on broadcast (TV and radio), OTT, VOD, and digital channels and platforms. The Contractor must be able to provide financial, structural, functional, and engineering review of the current and prospective solutions for the future of public media content distribution. Accordingly, the Contractor will have subject matter expertise or experts available in the areas of media distribution solutions for television and radio, NextGen TV (ATSC 3.0), HD Radio, automation, streaming media, emerging digital technologies, Content Distribution Networks (CDNs), cloud technologies, MarTech (marketing technology) platforms, and related data, cybersecurity and risk management, and other content distribution-related technologies and services.

The Contractor will be asked to evaluate proposals and costs for the next phases of the Radio and Television Interconnection Systems¹ and Digital Infrastructure Systems² to ensure each includes the most efficient, cost-effective, and forward-looking services for public media, and to recommend ways in which PBS, NPR, and their respective users may further collaborate to address possible areas of duplication of effort and/or resources. The Contractor will be asked to recommend technology modifications to the existing architecture that would enable the Systems to integrate new services, standards, and requirements. The Contractor may be asked to propose a zero-based approach that will offer a re-imagined public media content distribution system that

¹ In simple terms, Interconnection Systems refers to the set of technologies and operations required to exchange content and metadata between content producers, aggregators, and stations. Currently, there are separately managed interconnection systems serving public radio and public television systems, respectively.

² This refers to certain centralized, scalable technology and services to support public media organizations' business needs in serving audiences in a digital media landscape (e.g., CMS, CIAM, etc.).

takes advantage of the latest technologies to be more nimble, agile, and extensible, making more efficient use of tax-payer investments, and thus better positioning public media's distribution systems for the future. In response to any of these potential requests, the Contractor will be asked to produce a report of publishable quality outlining its findings and recommendations.

Knowledge of the public broadcasting system is helpful but not necessary. Once awarded the contract, CPB will, at its discretion, provide the Contractor with reference materials, previously commissioned by CPB, relating to the Public Radio and Television Interconnection Systems and Digital Infrastructure Systems projects. CPB may request updates to this previously commissioned work.

The Contractor will be compensated at agreed upon hourly rates. The agreement(s) will cover up to two years from the date of a fully executed agreement for ongoing consulting services and expertise resulting in reports, presentations (in-person and/or virtual), and webinars related to the project's subject. If CPB requires additional consulting services and evaluations, CPB may, in its sole discretion, renew the agreement for up to an additional twelve months at the agreed upon rates. While not guaranteeing a minimum level of engagement, CPB estimates at least 50 of hours in consultative work per month, with increased hours for discreet, larger, or more complex work that may result in position papers, detailed visual representations, or strategic decision mapping.

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 and content. 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 does not own, operate, or manage any public media stations, or centralized or distributed broadcasting or digital infrastructures. CPB invests in more than 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 also provides support for centralized broadcast content distribution infrastructure (interconnection) for public radio and television stations, as well as centrally developed and delivered third-party CMS and Customer Identity Management platform to enable Single Sign-On service for public media stations that opt to utilize each or both.

The public television Interconnection Systems, managed by PBS, is used by national public television distributors, individual public television stations, state public television networks, and other entities to distribute programming and related materials to 164 noncommercial, educational licensees operating 359 public television stations in all 50 states, the District of Columbia, Puerto

Rico, the U.S. Virgin Islands, Guam, and American Samoa.

The Public Radio Satellite System® (PRSS) (aka Public Radio Interconnection) is the distribution network through which thousands of hours of news, music, and specialized audience programming are delivered every year to public radio stations throughout the United States. PRSS, managed by NPR Distribution, includes more than 400 downlinks and more than 200 program producers and distributors.

Digital Infrastructure Projects include the platforms, solutions, and technology that have been identified as foundational to building out the capabilities needed to fill existing technology gaps to serve audience needs and establish scalable and sustainable infrastructure for public media. These projects will enable public media efforts to reach, grow and engage audiences. Current projects include a Single Sign-On system as well as a shared content management system offering.

II. WORK SCOPE

A. Among the services that may be requested by CPB during the agreement are the following:

- 1. Meet with key stakeholders to gain an in-depth understanding of the existing Interconnection or Digital Infrastructure Systems, including representatives from PBS, NPR, CPB, and/or station representatives and station affinity groups.
- 2. Review prior assessments of Public Media's Interconnection Systems and Digital Infrastructure Systems projects commissioned by CPB, providing updates, revisions, and additions, as necessary.
- 3. Perform financial, structural, and functional analysis of public media's existing and proposed content distribution systems, taking into account existing and emerging digital media content distribution technologies, including lifecycle and future utility of such technologies, future trends in technology, solutions and platforms employed by commercial and non-commercial media entities, and limited public media resources. The analysis should also take into consideration the membership nature of public media organizations; their unique mission, goals, and operations including people, processes, and media and data/information capabilities and technologies utilized,
- 4. Review and evaluate proposals for any next phases of the Interconnection System(s) and shared Digital Infrastructure Systems, and any additional proposals submitted to CPB that that could potentially rely on or interact with these Systems, and other related platforms in the future.
- 5. Evaluate whether there are opportunities for convergence, collaboration, and synergies between public media distribution systems.³ Provide detailed and specific recommendations to maximize content usage by stations, reduce technical debt and

³ Current examples of such are limited in scope and will be shared with the engaged Contractor.

achieve greater convergence across people, processes, data, and technology. Further, provide alternative technology strategies and approaches given current and future technology trends in the delivery of such content, taking into consideration convergence points and opportunities for effort and technology coordination across all public media channels.

- 6. Provide in a written form for CPB's consideration, a vision for the future, identifying potential new solutions for public media content distribution that serve station needs, make efficient use of taxpayer dollars, minimize risk of obsolescence, and allow flexibility to adapt to the rapidly changing media industry. The solutions proposed should include a framework of principles to guide future investments.
- 7. At CPB's request, provide feedback to CPB on new and emerging technology and infrastructure solutions that may impact the Interconnection and Digital Infrastructure Systems.
- 8. For all requests, engagements, assessments, evaluations, or recommendations, provide written reports of publishable quality outlining findings.
- Present findings to CPB executives, CPB's Board of Directors, other stakeholders identified by CPB and, if requested by CPB, at professional conferences and webinars.
- 10. For any assessments requested by CPB that will exceed 10 hours, Contractor must submit a proposal to CPB in writing with the estimated number of hours and cost to complete the request.

III. PROPOSAL CONTENTS

Contractor must provide CPB with separate technical and cost proposals which include the information below.

- A. The technical proposal must include the following elements.
 - 1. Detailed Proposal:
 - a. Primary Contact including the following information, preferably in the form of a cover sheet:
 - i. name;
 - ii. mailing address;
 - iii. e-mail address; and

- iv. telephone number.
- b. Summary paragraph with a description of Contractor's overall approach for conducting the research necessary to draft any necessary Reports;
- c. An overall description of Contractor's approach and methodologies that will be utilized to evaluate third-party proposals;
- d. An estimated number of hours for each staff member required to evaluate and provide recommendations on any third-party proposals of up to 35 single pages in length;
- e. No more than four (4) examples of evaluating, comparing, and forecasting media distribution systems technologies that Contractor has completed during the past five (5) years. Identify the role of staff on those projects that will be assisting with the Report; and
- f. A reference for each of the examples provided, including their telephone and e-mail address.
- 2. For each person/Subject Matter Expert Contractor assigns to work on this project include the following:
 - a. Recent experience in financial and technical analysis of television/radio network origination and distribution systems leading to detailed executive level recommendations, including advising on significant CAPEX / OPEX and Hybrid expenditures;
 - Resume and professional background, education, including undergraduate, graduate, and professional degree(s), as well as any relevant professional licenses and engineering society credentials;
 - Recent experience working within the media industry focused on media technology including media industry-centric cloud technologies, services, and deployments;
 - d. Recent examples that demonstrate the staff's ability to evaluate alternative business strategies for media interconnected systems;
 - e. Knowledge of digital master control systems and DTV/radio distribution systems;
 - f. Knowledge of and negotiation experience with different broadcast media related infrastructure and service providers, including but not limited to satellite and cloud vendors.

- 3. Describe the prior work of each team member whom Contractor assigns to the project that demonstrates his/her experience evaluating, assessing, researching, designing, developing, or implementing, the areas listed below. At least one person on the Contractor's team must have in-depth experience with each area, but no single person is expected to have experience in all.
 - Accessibility best practices
 - Cybersecurity and Risk Management
 - Data Collection and Management
 - Broadcast Engineering
 - Satellite
 - ATSC 3.0
 - HD Radio
 - Cloud-based media origination, distribution, management deployment, and services
 - Content Delivery Networks
 - Content Management Systems
 - Digital Media Supply Chain
 - 5G and 6G technology for media
 - Emerging M&E technologies such as Blockchain, Machine Learning, AI, Metaverse
 - Over-The-Air (OTA) services
 - Over-The-Top (OTT) services
 - SVOD, VOD, FAST Channels
 - Identity Management solutions (e.g., Single Sign-On, registration)
 - MarTech platforms/solutions (data):
 - Examples: CDPs, DMPs, CRMs, personalization platforms, recommendation engines; AI and Generative AI solutions/platforms,
 - Data Analytics Platforms
 - Standards and Protocols relating to media content distribution and digital platforms

B. Cost Proposal

The cost proposal must include the following.

- 1. Using the staff and hours required in Consultant's technical proposal, specify the hourly rates for each, their total cost, and a breakdown of any other expenses, with a total cost for the service and identifying staff that are subcontracted;
- 2. Expenses for travel to up to three (3) meetings with CPB at its offices in Washington, D.C. during the initial term of the agreement; Expenses for up to six (6) in-person and remaining virtual/phone meetings with approximately fifteen (15) key stakeholders identified/selected by CPB. In-person meetings will take place at chosen by CPB stakeholders' places of business. All travel costs will be subject to CPB's approval and in accordance with CPB's Expense Guidelines set forth in Section IX below.

IV. EVALUATION PROCESS AND SCORING CRITERIA

Proposals will be evaluated and scored on a 0-10 scale, based on the following factors, with the weight of each factor expressed as a percentage of the total score:

- 1. Approach (15%) The quality of the Contractor's proposed plan, methodologies, and approach to address the Scope of Work.
- 2. Skills and Experience (35%) Skills and Experience of staff relevant to the proposed Scope of Work, as evidenced by resumes of proposed staff members.
- 3. Examples (25%) Quality of examples provided, as they relate to demonstrable knowledge and expertise to the proposed Scope of Work.
- 4. Price (25%) The reasonableness of the proposed cost.

CPB will exclude any contractor that developed or drafted the specifications, requirements, statements of work, or otherwise participated in the development of this RFP.

V. PROPOSAL SUBMISSION

Contractors must submit their technical proposals and their cost proposals separately through CPB's electronic grants management system.

To gain access to the electronic grants management system, please email Mr. Maciej Ochman, Director, Media Technology & Service Strategies, at mochman@cpb.org no later than 06/23/2023 by 3:00 PM ET.

CPB will provide access to interested Contractors within two business days. If your organization already has an account within CPB's electronic grants system, you must still request access to this specific RFP.

Once access is granted, Contractors must upload the technical proposal in Microsoft Word or PDF format and the cost proposal in Excel format separately in the appropriate fields.

All questions concerning this RFP must be submitted in writing to Mr. Maciej Ochman at the e-mail address above. The questions and CPB's responses will be posted on CPB's Website without attribution. CPB is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry deadline for questions provided below.

CPB may request Contractors with the top scores to present their proposals to CPB. If so, CPB will notify each of the time and date.

VI. TIMETABLE

Below is the anticipated timetable.

ACTIVITY	DATE
RFP release date	06/05/2023
Last date for submission of written questions	06/14/2023
Last date with responses to questions	06/20/2023
Last day to request access to CPB's Grants Management System	06/23/2023 by 3PM ET
Proposal Submissions Due	06/27/2023 by 3PM ET
Proposal presentations with selected Contractor(s) period	07/12 - 07/19/2023
Proposal Review and Selection by	07/24/2023
Contract Drafting and Execution period	07/25 - 08/08/2023

VII. PROPOSALS

Proposals submitted in response to this RFP by a Contractor 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 Contractor's proposals to meet the requirements of this RFP.

Neither multiple nor alternate proposals will be accepted. Contractors must clearly identify any information in their proposals that they consider confidential because of proprietary commercial information, trade secrets or otherwise.

The selected Contractor 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 Contractor's proposals.

By submitting an offer in response to this RFP, a Contractor, 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 Contractor. 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 Contractor grants to CPB the right to duplicate, use, disclose, and distribute all the materials submitted for purposes of evaluation, review, and research. In addition, each Contractor guarantees that Contractor has final and complete rights to all the information and materials included in the proposal. Each Contractor 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 a Contractor 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 Contractor(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. Contractors are not authorized to commence work until the agreement is fully executed. If Contractors 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 Contractor(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. Contractors 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. Contractor 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. Contractor will maintain, for four (4) 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. (Contractors must also ensure that its subcontractors likewise maintain such records for the period specified and under the same terms);
- 3. Contractor will maintain, for four (4) 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. Contractor will comply with equal employment opportunity and nondiscrimination laws and policies;
- 5. Contractor 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 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;
- 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;
- 9. Contractors 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 Contractor of any term or provision of the operative agreement, or (iii) Contractor's performance under the project; and
- 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 Contractor, at the option of CPB, agree to enter into good faith negotiations to modify the agreement. If CPB and Contractor are unable to negotiate modifications acceptable to CPB, then CPB, in its sole discretion, may terminate the agreement.

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

IX. EXPENSE GUIDELINES

A. Non-Employee Travel Expense Guidelines

Travel expenses incurred by non-CPB staff (including Contractors) 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 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 meals up to a total of \$65.00 per day for domestic travel and \$75.00 per day for foreign travel if meals are not furnished or included in connection with an activity.
