



Request for Proposal (“RFP”) Audio Video Creative Production Services

FILING DEADLINE: December 13, 2023

I. OVERVIEW

The Corporation for Public Broadcasting (“CPB”) seeks the services of an audio video (“A/V”) creative producer (“**Producer**”) to provide audio video content to advance CPB’s mission in promoting and strengthening civil society through educational content and resources. The producer must be available upon short notice and will often be expected to provide the final product within a few days of receiving the assignment.

CPB anticipates most of the projects will take place remotely or within the Washington, D.C. metro area with the potential for other locations throughout the United States. The producer will be required to provide a wide range of audio video services at CPB’s request, which may include, but are not limited to, those described below.

- a. Produce strictly promotional A/V content for CPB supported initiatives and/or public media programming to showcase at system events, national stakeholder meetings and online platforms (such as www.cpb.org and CPB-controlled social media channels), as well as for use by stations at local stakeholder meetings and events;
- b. Film CPB sessions at industry events and other meetings for use on CPB.org or potential future use in promotional videos. Such events include:
 - CPB participation at station events;
 - CPB-sponsored activities at public media system events; and
 - CPB’s Board of Directors meetings.
- c. Develop A/V content for promotional use by stations and on CPB’s website;
- d. Film interviews and brief testimonials ranging from 30 seconds to 5 minutes in length. The testimonials may include CPB senior executives, public media talent, or key stakeholders in public media; and
- e. Edit existing A/V and digital content.

CPB expects to retain the Producer for a term of two years (24 months). The Producer will be compensated on an hourly basis during the initial contract term. At the expiration, CPB will have, in its sole discretion, the right to renew the agreement for two additional one-year terms with compensation on an hourly basis. CPB estimates approximately 300 hours per year for audio video services during the initial contract term and any renewal period.

II. ABOUT CPB

CPB, a private, nonprofit corporation authorized by Congress in 1967, is the steward of the federal government’s investment in public broadcasting. It helps support the operations of more than 1,500 locally managed and operated public television and radio stations nationwide. CPB is also the largest single source of funding for research, technology and program development for public radio, television, and related online services. For more information, visit www.cpb.org.

III. TRAVEL AND GENERAL TERMS

If the producer is required to travel outside the Washington, D.C. metro area, including Baltimore, Maryland, it must be pre-approved in writing by CPB, and CPB will reimburse the producer for travel expenses consistent with CPB's travel policy, a copy of which is attached as **Exhibit A**.

The general contract terms that will apply for this project are detailed in **Section VIII**.

IV. EXPERIENCE AND KNOWLEDGE

The producer must have considerable experience filming and editing short-form content for promotional use and delivering the content in multiple file formats, including but not limited to 1920x1080 HD as H.264 files, DNxHD, or other higher end formats for quality and use. The producer must also have extensive motion graphics capabilities, which can be applied to the short-form content.

Due to the nature and importance of the content as it relates to public media, the producer should have an understanding of the public media system, including but not limited to public media's mission, audience and programming, public television and radio stations, and system leadership.

CPB's content needs are often unpredictable, immediate and time sensitive. Accordingly, the producer may often be required to work within minimal advance notice.

V. PROPOSAL REQUIREMENTS

Applicants must separate their technical and cost proposals.

A. Technical Proposal

Technical proposals must include the following information in the order specified:

1. Cover Sheet to include primary contact information:
 - i. Organization Name
 - ii. Name of Primary Person of Contact and Title
 - iii. Mailing Address
 - iv. Email Address
 - v. Telephone Number
2. Executive Summary: a written narrative summarizing the applicant's qualifications, experience, and organization (1-page maximum). The narrative should include the Producer's approach to providing the services requested and work style.
3. Project Narrative: a detailed description of the Producer's experience, including the resources and personnel that will be assigned to the project. The description should include the Producer's understanding of public media, including but not limited to public media's mission, audience, programming, public television and radio stations, and system leadership.
4. Short-Form Content Examples: Not more than five (5) examples and/or links of short-form content that the Producer has filmed and edited for promotional use in the format identified in Section IV. For each example, please include a short narrative describing the process involved, the amount of preparation time invoiced, and the time and staff required to complete.
5. Minimal Advance Notice: Please indicate Producer's ability to provide a quality and innovative product within a short time frame.
6. Curriculum Vitae: The curriculum vitae or résumé(s) for all staff included in proposal.

B. Cost Proposal

Cost proposals should be in the format of the example attached as **Exhibit B**. The cost proposals must identify the producer's rates for one- and multiple-person teams on a day rate, half-day rates and hourly rates, as well as any additional costs associated with potential equipment use. The breakdown of rates must include the costs during the initial contract term and each renewal period.

CPB will not cover costs for travel through the Washington, D.C. metro area, including Baltimore, Maryland. Travel outside this area is subject to the advance written approval of CPB and CPB's travel expense guidelines attached as **Exhibit A**.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria with the associated weight.

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| a. Producer's experience and the examples of work submitted demonstrate the producer's (assigned to this project) ability to film, edit and deliver creative and professional quality short-form content, including use of motion graphics, within a short time frame for promotional use in the formats described in Section II. | 60% |
| b. Whether the producer has an understanding of the public media system, including but not limited to public media's mission, audience and programming, public television and radio stations, and system leadership; and | 20% |
| c. The reasonableness of proposed hourly rates. | 20% |

VI. SUBMISSION OF PROPOSALS

The technical proposal must be separate from the cost proposal.

Technical proposals must be in PDF format. Cost proposals must be in Excel format (see template in **Exhibit B**). Each uploaded file must be less than 10Mb in size and file names may not contain any of the following special characters: ~ “ # % & * : < > ? / \ { } |.

Applicants must submit their technical and cost proposals through CPB's electronic grants management system (“GMS”) no later than Wednesday, December 13, 2023, at 5:00 p.m. ET. CPB will not consider applications submitted after this time.

To gain access to the electronic GMS, please send an email request to **Camille Morgan** (cmorgan@cpb.org) no later than Thursday, December 7, 2023. Include “GMS Access Request: RFP Audio Video Creative Production Services” in the subject line. In your request, please provide your name, title, phone number, organization name, address and organization web address. CPB will provide access to eligible applicants within two business days. Please note that even if your organization has an existing account with CPB's electronic GMS, you must still contact Camille Morgan to request access to this specific RFP.

Any questions concerning this RFP must be submitted in writing to **Camille Morgan** by Tuesday, December 5, 2023. The questions and CPB's responses will be posted on CPB's website (www.cpb.org), without attribution on Wednesday, December 6, 2023.

CPB may request applicants with the top scores to meet with CPB senior management via video conferencing. If so, CPB will notify the selected applicants of the time and date.

VII. TIMELINE

Below is the anticipated timetable.

Activity	Date
Request Access to CPB's Grants Management System (GMS)	November 28 - December 7, 2023
Deadline to Submit Questions	Tuesday, December 5, 2023
Responses to Questions Posted	Wednesday, December 6, 2023
Proposal Submissions Due	Wednesday, December 13, 2023 at 5:00 p.m. ET
Proposal Selection	Tuesday, December 19, 2023
Anticipated Contract Execution	Friday, January 5, 2024

VIII. CPB TERMS

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

CPB is not responsible for loss or damage to materials submitted with or in support of this RFP. Upon submission, said information shall become CPB's property (exclusive of any intellectual property rights contained and identified in such submission), and CPB is not required to return the same. CPB is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made in response to this RFP. Additional terms follow.

1. **Solicitation.** 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.
2. **Multiple Applications.** Neither multiple nor alternate applications will be accepted.
3. **Confidential Information.** Applicant should clearly identify any portion of its proposal that it considers confidential, proprietary commercial information, or a trade secret.
4. **Subcontractors.** The selected Applicant shall be responsible for all services required by this RFP. Applicant must identify all subcontractors and advisors and include a complete description of their roles in its proposal.
5. **Exceptions.** If Applicant is selected for funding, it is deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified in its proposal. CPB, at its sole discretion, may reject proposals that include exceptions.
6. **CPB Information.** If CPB shares any materials, data, information, or analyses (collectively, "Information") with Applicant, Applicant 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 provided to Applicant.
7. **Proposals.** By submitting a proposal, 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, Applicant guarantees that it has full and complete rights to all information and materials included in its proposal. 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.

8. **Costs.** CPB will not be responsible for the costs of preparing and submitting proposals or any other activities related to this solicitation.

IX. CONDITIONS OF AGREEMENT

If a proposal is selected for funding, the successful Applicant will be required to sign a binding agreement (Agreement). Until both parties have signed the Agreement, there shall be no express or implied commitment by CPB to compensate Applicant for any work performed. Any work commenced before then shall be at Applicant's own risk and expense.

Applicant must guarantee that, among other things, any work it undertakes is not defamatory and will not violate or infringe upon the privacy rights, copyrights or other proprietary rights of any third party. Applicant must also agree to indemnify CPB against any loss resulting from breach of any of the representations and warranties in the Agreement.

The Agreement will contain additional requirements, including but not limited to the following:

1. **Applicant's Financial Position.** Applicant must demonstrate that it has adequate financial support to complete the work and to deliver reports and intellectual property set forth in the Agreement.
2. **Record Keeping.** Except for the work that Applicant completes pursuant to a fixed price fee structure, Applicant must maintain documentation that evidences the actual costs of the project (including timesheets or other relatively contemporaneous record-keeping documents) and demonstrates that all costs were reasonable, necessary, and allocable to the requirements and objectives of the work undertaken.

Applicant must maintain, for three years following the termination or expiration of the Agreement, all records related to the project, which shall be accessible to CPB and to the U.S. Comptroller General or other representatives for examination and audit purposes. Applicant must also ensure that any subcontractors, consultants, or other parties engaged under the Agreement shall also maintain such records for the same period and under the same terms.
3. **U.S. Comptroller Audits.** Applicant must provide CPB with a copy of any U.S. Comptroller General audit report issued in connection with the project.
4. **Equal Employment Laws.** Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies.
5. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions.
6. **Restrictions.** Applicant is strictly prohibited from using any funds provided by CPB:
 - a. for any activity designed to influence legislation or appropriations pending before the United States Congress or any state legislature; or
 - b. to conduct any reception or provide any other entertainment for any officer or employee of the federal government or any state or local government.
7. **CPB's Appropriation.** CPB's primary source of funding is appropriations made by the U.S. Congress. Therefore, if CPB's appropriation is reduced and that reduction

materially affects CPB's ability to meet its obligations under the Agreement, then CPB and Applicant, at CPB's discretion, may agree to enter good faith negotiations to modify the Agreement.

8. **Research and Materials.** 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 Applicant will be required to assign all right, title and interest in and to such research and materials to CPB. Applicant further agrees that neither it, nor any of its 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.
9. **Indemnification.** Applicant 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 (a) any alleged or actual breach of any representation or warranty in the Agreement; (ii) any other default by Applicant of any term or provision of the Agreement; and (iii) Applicant's performance under the project.

Exhibit A
Travel Expense Guidelines

Travel Expenses must be itemized on CPB's Non-Employee Expense Form. All expenses worth \$25.00 or higher must be supported by original receipts. Expenses requiring CPB approval must evidence such approval. Reimbursement of travel expenses is subject to the following limitations:

- A. Transportation:** Only coach or economy class airfare, rail fare or bus fare will be reimbursed towards travel expenses. If authorized, private automobile use will be reimbursed at the prevailing IRS rate, but not in excess of the lowest available airfare. Taxicab (and rideshare) fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi (or rideshare) 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.

- B. Lodging:** CPB will only reimburse for reasonable, standard rate, single room accommodations and appropriate incidental charges (i.e., tax) on days that the individual is either actively traveling and/or performing work for CPB while in travel status. 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.

- C. Meals:** CPB will reimburse for meals up to a total of \$75.00 per day for domestic travel, on days that the individual is either actively traveling and/or performing work for CPB while in travel status, provided that meals are not otherwise furnished or included in connection with an activity.

Exhibit B
Cost Proposal Template

Applicants may use either the cameras specified below or other similar equipment which must be identified. Please specify the hourly and daily costs for each person assigned to the project.

	Initial Term	1st Renewal	2nd Renewal
Pre-Production/Producer			
Hourly			
Half Day			
Daily			
Red Digital Camera			
2 Man Full Day			
1 Man Full Day			
2 Man Half Day			
1 Man Half Day			
Lighting			
Canon XF-300 HD			
2 Man Full Day			
1 Man Full Day			
2 Man Half Day			
1 Man Half Day			
Lighting			
Editing			
Hourly			
Daily			
Studio (lights, control room, etc.)			
Hourly			
Daily			