PROJECT OVERVIEW

CPB seeks, through this competitive RFP process, the services of a qualified organization or individuals to conduct a financial and operational analysis of between five and ten local public media stations on behalf of CPB during the (estimated) period of May 2012 to September 2013.

The stations will be identified by CPB and are those that have lost or are at risk of losing their eligibility in FY2012 to receive a grant supporting their operations from CPB, in accordance with CPB’s TV Community Service Grant Policy (CSG Policy).

In September 2010, CPB updated the CSG Policy regarding the availability of automatic waivers for those stations that do not meet the minimum NFFS threshold. As a result of these revisions, several stations have lost or may lose their eligibility to receive a grant from CPB under the CSG Policy. The CSG Policy along with the Results of the 2010 Television Community Service Grant Policy Review can be found at this link: http://cpb.org/aboutcpb/leadership/board/resolutions/100922_TV_2010CSG_Recommendations.pdf.

With these recent revisions to the CSG Policy, waivers are no longer automatically awarded to public television stations that do not meet the minimum requirement for NFFS. Currently the minimum NFFS requirement is $800,000 and is calculated by averaging the grantee’s NFFS for its operating fiscal years of 2009, 2010, and 2011.

As part of CPB’s due diligence regarding the station’s continued eligibility to receive a grant under the CSG Policy, CPB will begin a review of each at risk station’s operations to assess efficiencies, quality of local service, and the feasibility of alternative service delivery models. The results of this review will inform CPB and the station on steps to be taken regarding the station’s continued eligibility to receive a Community Service Grant.

BACKGROUND

The Corporation for Public Broadcasting (CPB) is a private, not-for-profit, non-governmental corporation authorized by Congress in 1967 through amendments to the Communications Act of
CPB is exempt from taxes under Section 501(C)(3) of the Internal Revenue Code. Its fiscal year end is September 30. CPB promotes non-commercial 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 1,300 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 in a prudent and financially responsible manner, solely for its grants, contracts, and administrative costs.

**SERVICES REQUIRED**

CPB will require a financial and operational assessment (some on-site) for as many as five public television stations that are below the minimum NFFS requirement by August 31, 2012, and up to five additional stations that may be financially at-risk of falling below the minimum NFFS requirement by September 30, 2013. Assessments will be based on, but not limited to, the selected stations’ audited financial statements for the last three years, the current year’s budget and actual performance.

This Request for Proposals (“RFP”) covers the following services to be conducted at or with local public media stations, as detailed below.

**Financial Analysis** including, but not limited, to the following:

1. Key financial ratios that reflect past performance;
2. Comparative performance vis-à-vis public broadcasting benchmarks and comparable stations;
3. Scenarios for future performance including two to five (2-5) year projected cash flow;
4. Cash flow management;
5. Diversity of funding sources;
6. Debt restructuring recommendations, if appropriate;
7. Short and long term contractual obligations for capital investments; and
8. Analysis of functional integration and/or consolidation scenarios for possible mergers and collaborations with projected revenues, expenses and savings for at least a period of five years.

**Operational Analysis** including, but not limited, to the following:

1. Governance, including analysis of the governing board structure, considering term lengths, appointment process, committee structure, diversity of skill set, fundraising prowess, interaction between staff/GM and board;
2. Analysis of key mission value drivers provided by the station;
3. Technology and Engineering, including analysis of capital infrastructure, namely around content delivery and distribution including master control, opportunity for central casting, online infrastructure;
4. Organizational Structure, including an analysis of staff positions and responsibilities with a focus on understaffing or overstaffing at each department and an analysis of the inter-departmental interactions and decision-making process;
5. Organizational and/or operational restructuring recommendations; and
6. Fundraising overview, including an analysis of fundraising (individual, foundation, corporate underwriting) opportunities and benchmarks in community and station’s fundraising activities against such opportunities and benchmarks, and an analysis of existing fundraising strategy and efficiency; and
7. Programming and production, including an analysis of existing programming strategy and costs, including national and local content.

The financial and operational analysis will culminate in a final report for CPB that will also be shared with the station in which the analysis was performed. The report must be comprehensive and include, but not limited to, the following:

- Executive summary;
- Station background;
- Financial projections;
  - Pro-Forma operating income, expenses and capital expenditures forecast (pre and post consolidation)
  - Summary of financial savings by functional category
- Governance and organizational assessment;
  - Organizational structure – employee headcount and positions (pre and post consolidation)
- Financial/operating performance overview;
- Debt analysis;
- Comparable station performance; and
- Summary of changes (improvement) in core mission related functions (e.g., content and service offerings).

EVALUATION CRITERIA

Any company or individual responding to this RFP should be advised that the following skills, experience and responsibilities will be necessary for the success of the selected contractor:

1. Flexibility in work scheduling;
2. Ability to provide sound, independent and objective advice to CPB;
3. Possession of excellent communication skills, especially as it relates to the presentation of complex materials to lay audiences;
4. Familiarity with CPB Station Grant Policies and Programs – Respondents are expected to demonstrate familiarity with the following, as they relate to specific Required Services: Stations in Severe Financial Distress Principles and Process; TV Community Service Grant General Provisions and Eligibility Criteria; Financial Reporting Guidelines for Reporting Non-Federal Financial Support; and Certification Requirement for Station Grants Recipients.

**Service Evaluation Criteria** – For each of the Required Services included in the response to the RFP, these criteria will be used evaluate the proposal:

1. Adequate Workforce Resources – The organization must have the capacity to perform multiple analyzes simultaneously and the flexibility to respond quickly to work assignments and station requests.
2. Relevant Experience – The organization must have five to ten years of experience working with public media or non-profits and all individuals assigned to this work should have relevant qualifications and expertise. The proposal must include a CV of all individuals to be assigned to fulfill the required services.
3. Demonstrated Success of Proposed Approach – Respondents should provide a description of the proposed approach to the Required Service, including project management and resource utilization, and should provide examples of successful application of the approach in previous engagements.
4. Cost – The proposed fees for each Service. Please identify any subcontractors that will be used and their costs. See paragraph D below.
5. Client List – The respondent should provide a list of at least three (3) clients for whom a similar service was performed, along with contact information, telephone numbers and email addresses.

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

Award of any contracts by CPB shall be subject to the negotiation and execution of agreements for the consulting services contemplated hereby, in form and substance acceptable to CPB.

**PROPOSAL REQUIREMENTS**

Proposals submitted in response to this RFP should include the following components:

A. Cover Page: Include the project title (“Strengthening Stations Request for Proposals (RFP)”), primary contact name, mailing address, email address and phone number;

B. Respondent General Qualifications: Discuss general qualifications based on list of General Evaluation Criteria above. Professional references should include contact names, phone numbers, addresses and email addresses.
C. Service-Specific Qualifications: For each of the Required Services included in your response, discuss qualifications based on list of Service-Specific Criteria above.

D. Fees: Respondents should provide all-inclusive hourly rates for the Required Services, and an estimated cost per Service, per station that includes reimbursable travel and other costs (see Expense Guidelines below). Rates should be proposed assuming a two-year service commitment, with CPB having the option of additional annual extensions.

PROPOSAL SUBMISSION AND TIMELINE

Responses to this RFP are due Thursday, April 5, 2012, at 5:00 PM (EST). Proposals must be submitted electronically to:

Kevin Martin  
Vice President, Station Grants and TV Station Initiatives  
Corporation for Public Broadcasting  
202-879-9640  
kmartin@cpb.org

Proposals may be in Microsoft Word, Excel or PDF format. All questions about this RFP should be submitted via e-mail to Kevin Martin: kmartin@cpb.org. Please note that submitted questions, along with CPB’s responses, will be posted on CPB’s website.

EXPENSE GUIDELINES

Non-Employee Travel Expense Guidelines (February 2012)

Travel Expenses incurred by non-CPB staff (including consultants) need to be itemized in the Non-Employee Expense Form. All expenses worth $25.00 or higher denominations must be supported by original receipts. Expenses requiring CPB approval must evidence such approval. Reimbursement of travel expenses is subject to the following limitations:

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. Full 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 50 cents per mile to CPB employees for 2010, but not in excess of the lowest available airfare. Taxi cab fare will be reimbursed to the extent reasonable and necessary. Rental car expense will be reimbursed only when the daily taxi fare would exceed 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.

**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 subject to reimbursements.

**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.
1) Quotes submitted in response to this RFP by an applicant ("Offeror") shall be valid for at least 90 days following the closing date of this RFP.

2) Proposals must provide 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.

3) The selected Offeror shall be responsible for all 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.

4) 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.

5) 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 agreed 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.

6) 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 RFQ.

7) 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.

8) 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 full 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.
**CONDITIONS OF AGREEMENT**

1) If a quote in response to this RFP is selected for funding, Offerors 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.

2) As a condition of agreement, Offerors 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.

3) 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:

   a. 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;

   b. Maintenance, for 10 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);

   c. Maintenance, for 10 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;

   d. Submission to CPB of a copy of any U.S. Comptroller General final audit report in connection with the project;

   e. Compliance with equal employment opportunity and nondiscrimination laws and policies;

   f. 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; and
g. 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.

h. 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.

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

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

5) 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.