



Corporation
for Public
Broadcasting

Request for Proposals

Measuring & Evaluating CPB's Collaboration Initiatives

Proposals Due: Wednesday, October 13, 2021 at 4:00pm Eastern Time

I. OVERVIEW

The Corporation for Public Broadcasting (CPB) seeks the services of an organization or individual ("Consultant") to measure and evaluate CPB's support for strategic collaborations among public television and radio stations, its impact on the public media system's sustainability, and the retention or expansion of public media services. Additionally, the consultant will analyze the effectiveness of CPB's Collaborative Operations and Services (COS) grant program and provide recommendations on how to enhance it based on the consultant's findings.

Since 2011, CPB has funded 37 public media collaborations representing at least 50 individual stations, including station mergers, with approximately \$17.5 million in grant awards. These collaborations involved radio partnerships, television partnerships, and radio-television partnerships. In addition to supporting traditional broadcast services, these partnerships formed to test and launch cross platform services on the web and other digital platforms.

This support is valuable to the public media system at large, by ensuring essential public radio and television services are sustained or expanded. The objective of this research is to measure the impact of the support and to inform the advancement of future grant programs.

To ensure the analysis is objective and balanced, applicants must not be currently consulting, or have consulted in the past three years, directly or indirectly, on any of the public media collaborations being analyzed. If applicant has consulted on any collaboration or merger for public media at any time in the past, please list the projects in your proposal response.

CPB will compensate the Consultant on a fixed fee basis for the initial analysis. At its discretion, CPB may choose to engage in additional analyses at an hourly rate. Of the 37 collaboration grants, the Consultant will analyze a sample. CPB estimates up to 25 grants will be selected for analysis, requiring a maximum of 2,000 estimated hours. The contract term is expected to be for 6 to 8 months. CPB will have the option to extend the term of the agreement for two additional 3-month terms, at its sole discretion, for any additional assistance CPB may require for continued or related work.

II. BACKGROUND

Each public media collaboration is unique, reflecting local challenges and opportunities. However, they share the same objectives of sustaining and/or expanding services. Partners collaborate to improve sustainability by achieving efficiencies and maintaining or increasing revenues and other resources of the organization(s). Sometimes the mergers simply ensure that the current level of services (programming, outreach, etc.) is maintained, though often these collaborations achieve efficiencies and/or improve fundraising that leads to diversified or expanded services as well.

Significant collaborations and mergers often incur hefty up-front costs during implementation. Examples of one-time costs include the development and launch of a marketing initiative to position new services, software and training so that the partners can unify their systems to capture efficiencies, and creating a strategic plan to improve audience service, content development and/or distribution.

In some instances, CPB may have funded collaborations from more than one of the programs below. For example, a station may have been awarded FAR, Implementation, and One Executive Management grants.

Collaborative Operations and Services

Since 2011, CPB has invested resources in the COS grant program to support multi-station initiatives to fully develop and implement collaborations, strategic alliances and other forms of partnerships that will increase stations' abilities and capacities to achieve more together. The COS was designed to accommodate a wider range of significant collaborations and mergers among not only television-to-television and radio-to-radio activity but also television and radio collaborations and mergers. As of this date of the RFP, 30 COS grants have been awarded. A discretionary grant program, the COS program provides two types of grants:

1. The Facilitation, Analysis, and Research (FAR) grants assist stations that have demonstrated a serious intent to move in a collaborative direction and are seeking support to further develop the vision, financial and governance plans, and cultural resolve to move forward.
2. Implementation grants that help stations finalize and implement a comprehensive collaboration.

One Executive Management (OEM)

From 2017-2020, CPB administered the One Executive Management (OEM) program, as part of CPB's Television Community Service Grant (CSG) program. As a supplemental grant, OEM funds were available to CSG grant recipients that applied for and qualified for the funding because they consolidated with another qualified public television station under one executive management for a period no less than 10 years. Grant

qualification was formulaic. Four OEM grants were awarded.

Television Merger and Consolidation Grant Program

Funded with CSG money, this program contained two options for television stations: (1) a Universal Service program for qualified grantees that entered into new operating agreements to ensure communities currently receiving a public television broadcast service continued to receive free, over-the-air public television; and (2) an Operational Efficiencies program for grantees that completed new operating agreements to increase operational efficiency and expand the quality and scope of their services to the community. This program has expired. Three Television Merger and Consolidation grants were awarded. (See Exhibit A for this program's guidelines.)

III. ABOUT CPB

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 1,500 local radio and television stations: 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 has a mandate to ensure over-the-air access to public television for all Americans.

IV. WORK SCOPE

Consultant will perform the following or related activities working with CPB:

- Outline and implement a methodology to analyze the impact of CPB's support for collaborations;
- Analyze grant recipient's financial data including but not limited to pre- and post-merger financials, audited financial reports, CPB financial data, and any other quantitative information that is appropriate to determine the impact and the role of CPB's investments. CPB maintains a database with station's financial data that can be made available to the selected Consultant;
- Conduct qualitative assessment of grant recipients by working with CPB to identify and conduct interviews of a sample of grant recipients and any other qualitative assessments appropriate to evaluate the achievement of stated collaboration goals;

- Compare stated support goals to actual outcomes;
- Review current COS grant program and recommend updates to the guidelines to improve the program's success and a methodology or process to measure the success of future grants;
- Produce a detailed report of publishable quality of the assessment along with common themes and recommendations resulting from successes and lessons learned. The report must be an in-depth analysis and not a synopsis;
- Present the findings and report at the conclusion of the project to CPB management and/or Board; and
- At CPB's request, the entity or individual will be required to meet virtually throughout the project, or in person if appropriate and when safe and consistent with CPB and the Centers for Disease Control and Prevention's guidelines, as needed, including meetings or presentations to CPB.

V. REQUIRED PROPOSAL CONTENTS

Applicants must submit separate technical and cost proposals and no cost information should be included in the technical proposals.

A. Technical Proposals must include the following:

1. The project title (“Measuring & Evaluating CPB’s Collaboration Initiatives”), primary contact name, mailing address, e-mail address, and telephone number, preferably in the form of a cover page.
2. A Statement of Work outlining in detail an approach and methodology to be used to analyze CPB’s collaboration initiatives;
3. Experience: Background on the Consultant, including the following:
 - a. Background information on the applicant’s organization;
 - b. Resumes for each anticipated staff member who will work on the project with regard to the following qualifications:
 - i. Experience in assessing and evaluating financial impacts, including return on investments in nonprofit initiatives; and

- ii. Experience in quantitative and qualitative research and analyses to assess the efficacy of a public initiative, such as a grant program.
 - 4. Examples of three projects in the last seven years that demonstrated financial analysis and qualitative research to assess an initiative's efficacy. Applicants should provide links or attachments to the examples.
 - 5. Three references from the examples provided, including telephone and e-mail contact information.
- B. Cost proposals must include the following information and be presented in an Excel spreadsheet or PDF:
- 1. Using the breakdown of hours for each team member assigned to each major task provided in the technical proposal, include their hourly rates and the total cost, and indicate their role and whether staff are employees or contractors; and
 - 2. For the additional analyses consulting services, identify the anticipated staff and their hourly rates.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors (with the weight of each factor expressed as a percentage):

(40%) – Quality of the applicant's proposal and proposed approach and methodology.

(35%) – Quality of examples provided and whether they demonstrate the requisite knowledge and expertise.

(25%) – Cost: Reasonableness of the cost.

VII. PROPOSAL SUBMISSION

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

To gain access to the electronic grants management system, please send an email request to

Shawn Richardson, Project Manager, at srichardson@cpb.org, no later than Tuesday, October 5, 2021 at 5:00pm ET. CPB will provide access to eligible applicants within two business days. If your organization already has an account within CPB's electronic grants system, you must still request access to this RFP.

Once access is granted, applicants will be able to upload the technical proposal and the cost proposal separately in the appropriate fields. Proposals are due Wednesday, October 13, 2021 at 4:00pm Eastern Time. All questions related to this RFP must be submitted in writing no later than Monday, October 4, 2021 to Mr. Richardson at the email address above. The questions and CPB's responses will be posted on CPB's website without attribution.

ACTIVITY	DATE
Deadline for questions	Monday, October 4, 2021
Deadline to request access to Grants Management System	Tuesday, October 5, 2021
Proposal submissions due, 4:00 pm ET	Wednesday, October 13, 2021
Proposal selection	January 2022

CPB may request applicants with the highest scores to present their proposals to CPB virtually or in person. If selected, CPB will contact applicant to schedule a time for the presentation.

VIII. PROPOSALS

Proposals submitted in response to this RFP shall be valid for at least 90 days following the closing date. This solicitation does not constitute an agreement by CPB to extend funding to any party. CPB may, in its sole discretion, elect not to pursue this project. CPB is not responsible for any costs incurred by applicant (Applicant) in preparing and submitting its proposal in response to this RFP, or in performing any other activities relative to this solicitation.

Neither multiple nor alternate applications will be accepted.

1. Confidential Information. Applicant must clearly identify any portion of its proposal that it considers confidential, proprietary commercial information or trade secrets.
2. Subcontractors. Applicant must identify all subcontractors included in its proposal and a description of their roles.
3. Terms. Applicants selected for funding are deemed to have accepted the terms in this RFP. Any exceptions to these terms must be clearly identified. CPB, at its sole discretion, may reject proposals that include exceptions.

4. CPB Information. In reviewing Applicant's proposal, if CPB shares any materials, data, other information and analyses (collectively, "Information"), as a condition of receiving such Information, Applicant shall be deemed to agree to protect, preserve and maintain the same on a strictly confidential basis. Applicant shall promptly return to CPB upon its request all tangible copies in Applicant's possession.
5. Proposal Loss and Copyrights. CPB is not responsible for the loss or damage to material that Applicant provides to CPB in conjunction with this RFP. Upon submission, said materials shall become CPB's property (not including any intellectual property rights contained in such submission), and CPB is not required to return the same to Applicant.
6. Duplicate Information. By submitting a proposal, Applicant grants to CPB the right to duplicate, use, disclose and distribute the proposal and any related materials and information.
7. Applicant's Representations. Applicant represents and warrants that it is the owner of all rights, title and interest in the information and materials in any and all media, included in its proposal and/or provided to CPB in connection with this RFP. Further it represents and warrants that the same are not defamatory and do not infringe upon or violate the privacy rights, copyrights or other proprietary rights of any third party. Further, Applicant shall indemnify CPB from any loss resulting from Applicant's breach of any of these representations and warranties.

IX. CONDITIONS OF AGREEMENT

If a proposal is selected for funding, Applicant must sign a binding agreement that meets with CPB's approval (Agreement). Until this Agreement is executed by both parties, no express or implied commitment has been made to provide funding for the same. Applicant is not authorized to commence any work until the Agreement is fully executed, nor will CPB compensate it for the same.

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

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

1. Financial Means. Applicant must demonstrate that it has adequate financial support to complete the work and to deliver the services, reports and/or other intellectual property set forth in the Agreement.
2. Applicant and Subcontractor: Record Retention, Audit Access and Time Sheets. Except

for the work that Applicant completes pursuant to a fixed price contract awarded pursuant to competitive bidding procedures, Applicant must keep records reasonably necessary to disclose fully the amount and the disposition of CPB funds and the total cost of the project, including that supplied by other sources for a period of at least three years, and to facilitate an effective audit.

Applicant shall ensure that CPB, the Comptroller General of the United States and their authorized representatives shall have access to such records, including any books, documents, papers and records for the purpose of auditing and examining funds provided by CPB or from other sources. To clarify, Applicant must ensure that its subcontractors provide the same access and retain such records for the three-year period set forth above. Accordingly, Applicant and its subcontractors must have timesheets or other similar documents to verify staff time spent on the project.

3. U.S. Comptroller General Audit Report. Applicant must promptly provide CPB with a copy of any U.S. Comptroller General audit report issued in connection with the project.
4. Equal Employment Opportunity and Nondiscrimination. Applicant must comply with all applicable equal employment opportunity and nondiscrimination laws and policies.
5. Governing Law. Except as otherwise required by law, the parties agree that the Agreement and all related issues shall be governed by and construed in accordance with the laws of the District of Columbia. Notwithstanding the jurisdiction of any other court, by entering into the Agreement, Applicant expressly submits and consents in advance to the jurisdiction of the Superior Court of the District of Columbia and the U.S. District Court for the District of Columbia for all claims or disputes pertaining directly or indirectly to the Agreement, or any matter related thereto.
6. Spending 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. In the event reductions occur in the amount of the federal appropriation, which is allocated for this project, whether by recission or otherwise and whether before or after funds are paid pursuant to the Agreement, 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. Applicant's Representation and Warranty. 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 (collectively "Research and Materials"). If, for any reason, the Research and Materials are not considered works made for hire under the copyright laws, Applicant agrees to assign all right, title and interest in the same to CPB. Applicant further agrees that neither it, nor any of its subcontractors or any third party participating in the creation of the Research and Materials, will have any copyrights or other intellectual property rights whatsoever in the same.

X. EXPENSE GUIDELINES

A. Non-Employee Travel Expense Guidelines

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:

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. 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, 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 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.

Exhibit A
Grant Guidelines

2014 Version - Television Merger and Consolidation (“TV Merger”) Program

Purpose: The Television Merger and Consolidation Program is available to stations receiving a television CSG that have entered into a comprehensive operating agreement (Operating Agreement) with one or more other television CSG recipients, which will result in a number of advantages, including the following:

- To the extent possible, ensuring everyone that currently receives over-the-air public television service will continue to receive over-the-air public television service.
- Facilitates stations working together to implement an approach they have not previously undertaken to share operations increasing the efficient and effective use of their resources.

This program was created pursuant to a resolution of the Corporation for Public Broadcasting’s (CPB) Board of Directors in May 2009 authorizing CPB to assist stations at risk of closing which provide the only public television service in their coverage area, and to assist stations that undertake efforts to more efficiently and effectively use their resources collaboratively.

Accordingly, this program provides television CSG recipients participating in an Operating Agreement the opportunity to apply for funding from either the Universal Service Program or the Operational Efficiency Program (OE Program), depending on the results and impact of their Operating Agreement. Stations may only receive funding from one of these programs each year the program is in effect.

A. UNIVERSAL SERVICE PROGRAM

In order to obtain funding under the Universal Service Program at least one of the applicants must provide the only public television service to 80 percent or more of its signal coverage area and must also be at risk of imminent closure or loss of CSG for failure to meet minimum NFFS (Universal Service Station).

Each group of stations participating in an Operating Agreement is eligible for up to 25 percent of the FY2014 CSG of the Universal Service Station, not to exceed \$3 million in funding annually through the Universal Service Program. Funding provided must be divided equally among the participating stations (if a new entity is created, then the new entity will receive the entire funding). It is within CPB’s sole discretion to determine the amount of funding to set aside for the Universal Service Program, and to award to requesting stations.

Eligibility

1. Eligibility Requirements. In order to be eligible to participate in the Universal Service Program, applicants must meet the following criteria:

- a. **Operating Agreement:** Stations participating in the Operating Agreement must submit a joint application substantiating the need for, expected results of and sustainability of the Operating Agreement as described in the paragraph below entitled "Application."

The Operating Agreement may result in the creation of a new entity or a collaborative arrangement.

The Operating Agreement must have come into effect on or after July 1, 2011, and extend for a period of at least 10 years.

- b. **Ratification:** The Operating Agreement must have been ratified by the governing body of each participating station prior to submitting the application for Universal Service Program funding.

- c. **Imminent Closure/Loss of CSG:** At least one station participating in the Operating Agreement must be a Universal Service Station and the Operating Agreement must mitigate that station's risk of closure and/or loss of CSG eligibility.

- d. **Financial and Operational Analysis:** Each Universal Service Station must have completed a financial and operational analysis on or before the date the Operating Agreement is ratified by all participating stations. The financial and operational analysis must be carried out by a reputable qualified third party experienced in providing such services.

- e. **Unduplicated Coverage Area Population:** The coverage area population (CAP) of the stations participating in the Operating Agreement may not overlap by more than 20 percent.

Application

1. **Application Period:** Eligible Grantees may submit one shared application through the Universal Service Program during an open application round. Open rounds will be announced on CPB's website. Go to <http://www.cpb.org/stations/grants/tv/generalprovisions/> and click on the Television Merger and Consolidation link for current information.

2. **Application Submission:** Stations must submit applications via email to TVMerger@cpb.org and six print and bound copies via mail to:

Corporation for Public Broadcasting
401 Ninth Street, NW
Washington, DC 20004

The application materials must include the following information in the order specified:

- a. **Cover Sheet:** Provide a completed application cover sheet found at:
<http://www.cpb.org/stations/grants/tv/merger.html>.
- b. **Need Statement:** A description of the circumstances each participating station faces regarding the imminent closure and/or loss of CSG eligibility requirement and how it is addressed by the Operating Agreement.
- c. **Financial And Operational Analysis:** A complete copy of the finalized third party financial and operational analysis and a narrative describing how the issues raised by this analysis were addressed by the Operating Agreement.
- d. **Operating Agreement:** A copy of the executed Operating Agreement and evidence of its ratification by each participating station's governing body.
- e. **Organizational and Governing Structure:** An organization chart for each station's staff and governing body prior to and after ratification of the Operating Agreement. If the new structure is planned but not yet implemented, please provide the plan and timeline for adopting the same.
- f. **Local Content and Service:** A detailed description and implementation timeline of the efforts each station will employ to ensure locally produced content and services are provided to serve the needs and interests of the stations' respective communities. In addition, provide a matrix displaying the content and services provided prior to adoption of the Operating Agreement, and projections for the first three years.
- g. **Coverage Area Population:** A contour map and analysis of the participating stations CAP, including the unduplicated population, served by each.
- h. **Financial Projections:** Detailed financial information including

current financial statements from each participating station, and five years of projected budgets, cash flow statements, statements of activities (income statements), and other relevant financial statements demonstrating the projected financial benefits of the collaboration and Operating Agreement. The projections must be presented to show the current financial situation and the percentage change expected annually.

- i. **FCC Approvals:** Evidence that all necessary FCC approvals have been obtained (or a certification that no such approval is required signed by the station's chief financial officer) and a copy of all applications, agreements, or other documents filed with the FCC as a result of the Operating Agreement.

Each station participating in the Operating Agreement must notify CPB within five business days of the FCC's grant or denial of any pending application(s).

If the FCC denies any application necessary to implement the Operating Agreement, the station's application for Universal Service Program funding will be disqualified, and each station involved in the Operating Agreement must promptly return any funds disbursed under the Universal Service Program at any time, in accordance with Part I, Section 12 "Return of Funds" above.

Restrictions

1. **Spectrum Auctions/Channel Sharing:** Stations receiving funding through the Universal Service Program may not use those funds to cover any costs arising from participation in spectrum auctions or channel sharing plans pursuant to the Middle-Class Tax Relief and Job Creation Act of 2012, the FCC's policies and regulations implementing that Act, or any similar legislation or regulation.

Return of Funds

1. **Participant Removal:** Each station participating in the Operating Agreement must immediately notify Kevin Martin at: kmartin@cpb.org (or the individual CPB subsequently designates) in writing if any station is removed as a party to the Operating Agreement at any time during the first ten-year term. In the event of a removal, each station participating in the Operating Agreement must promptly return to CPB all funds received through the Universal Service Program.

B. OE PROGRAM

Each group of stations participating in an Operating Agreement may apply for funding equal to 25 percent of each station's FY2014 CSG. However, the total amount of funding payable to any group may not exceed \$1.5 million. Each funding award must be divided equally among the participating stations (if a new entity is created, then the new entity will receive the entire funding). It is within CPB's sole discretion to determine the amount of funding set aside for the OE Program, and to award to requesting stations.

Eligibility

1. Eligibility Requirements: In order to be eligible to participate in the OE Program, applicants must meet the following criteria:

a. **Operating Agreement:** Stations participating in the Operating Agreement must submit a joint application substantiating the need for, expected results of and sustainability of the Operating Agreement as described in the paragraph below entitled "Application."

The Operating Agreement may result in the creating of a new entity or a collaborative arrangement.

The Operating Agreement must have come into effect on or after July 1, 2011, and extend for a period of at least 10 years.

b. **Ratification:** The Operating Agreement must be ratified by the governing body of each participating station prior to submitting an application for OE Program funding.

c. **Local Content and Service:** Stations participating in an Operating Agreement must be able to increase within three years following ratification of the Operating Agreement, their combined total expenditures for local content and service by at least 25 percent.

Application

1. Application Period: Eligible Grantees may submit applications for OE Program funds during an open application round. Open rounds will be announced on CPB's website. Go to <http://www.cpb.org/stations/grants/tv/generalprovisions/> and click on the Television Merger and Consolidation link for current information.

2. Application Submission: Stations must submit applications via email to TVMerger@cpb.org and six print and bound copies via mail to:

Corporation for Public Broadcasting
401 Ninth Street, NW
Washington, DC 20004

The application materials must include the following information in the order specified:

1. **Cover Sheet:** Provide a completed application cover sheet found at: <http://www.cpb.org/stations/grants/tv/merger.html>.
2. **Operating Agreement:** A copy of the executed Operating Agreement, along with evidence of its ratification by each participating station's governing body.
3. **Organizational and Governing Structure:** An organization chart identifying each station's staff and governing body prior to and after ratification of the Operating Agreement. If the new structure is planned but not yet implemented, please identify the plan and timeline for adopting the same.
4. **Local Content and Service:** The stations' plan for increasing their combined amount of funding for local content and service by at least 25 percent within three years. The plan must include a timeline and milestones. In addition, provide a matrix displaying the local content and services provided prior to adoption of the Operating Agreement, and projections for the first three years.
5. **Financial Projections:** Detailed financial information including current financial statements, and five years of projected budgets, cash flow statements, statement of activities (income statements), and other relevant financial statements demonstrating the projected financial benefits of the collaboration. The projections must be presented to show the current financial situation and the percentage change expected annually.

The financial information must also be combined for each station and shown as a total to demonstrate the minimum 25 percent increase in expenditures on local content and service. Applicants may not allocate anticipated OE Program funding to meet the increase.

1. **FCC Approvals:** Evidence that all necessary FCC approvals have been obtained (or a certification that no such approval is required, signed by the station's chief financial officer) and a copy of all applications, agreements, or other documents filed with the FCC pertaining to the Operating Agreement.

The stations must notify Djinni Field at: dfield@cpb.org and Kevin Martin at:

kmartin@cpb.org (or the individuals CPB designates) within five business days of the FCC's grant or denial of any pending application(s).

If the FCC denies any application necessary to implement the Operating Agreement, the application concerning that Operating Agreement will be disqualified, and each station involved in the Operating Agreement must promptly return any funds disbursed under the OE Program at any time, in accordance with Part I, Section 12 "Return of Funds" above.

Restrictions

1. Spectrum Auctions/Channel Sharing: Stations receiving funding through the OE Program may not use those funds to cover any costs arising from participation in spectrum auctions or channel sharing plans pursuant to the Middle-Class Tax Relief and Job Creation Act of 2012, the FCC's policies and regulations implementing that Act, or any similar legislation or regulation.

Return of Funds

1. Participant Removal: Each station participating in the Operating Agreement must immediately notify CPB in writing if any station is removed as a party to the Operating Agreement at any time during the first ten-year term. In the event of a removal, each station participating in the Operating Agreement must promptly return to CPB all funds received through the OE Program.