



State of New Jersey

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2025 REQUEST FOR PROPOSAL FOR PROGRAMMING AND MANAGEMENT SERVICES FOR THE NEW JERSEY PUBLIC BROADCASTING AUTHORITY TELEVISION BROADCAST NETWORK

QUESTIONS & ANSWERS MARCH 14, 2025

Questions have been edited for clarity.

Q1. RFP for NJPBA Stations; Section 1.1, page 1

How does the NJPBA intend to program its noncommercial educational public television stations if there are no reasonable and responsible proposals (or no successful proposals) submitted in response to the RFP?

A1. The State Treasurer expects a successful outcome to result from the RFP process.

Q2. RFP for NJPBA Stations; Section 1.2(b), page 1

Is the NJPBA willing to allow Programmer to provide a schedule that includes public media content from American Public Television and other public media sources, but with no PBS content?

A2. All reasonable and responsible proposals will be considered. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q3. RFP for NJPBA Stations; Section 1.2(b), page 1

Is the NJPBA willing to allow Programmer to provide a non-news, arts-based schedule?

A3. Requirements for New Jersey-centric programming is a key requirement of the RFP. One of the original purposes of NJPBA was to provide New Jersey-centric public affairs programming. There should be sufficient issue-responsive programming to meet FCC obligations.

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Q4. RFP for NJPBA Stations; Section 1.2 NOTE, page 2

Would the NJPBA consider a proposal in response to the RFP that anticipates an ongoing, year-to-year collaboration with Programmer, pursuant to which the NJPBA and Programmer would review anticipated annual revenues and expenses and make programming (and other operational) decisions based upon that review?

A4. The intent of the RFP is for the Programmer to assume programming functions. Bidders should submit any proposed alternatives in their proposal submitted in response to the RFP.

The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q5. RFP for NJPBA Stations; Section 1.2 NOTE, page 2

Is the NJPBA willing to agree with Programmer upon a budget necessary to fund required programming and guarantee the revenues necessary to fund that budget?

A5. The intent of the RFP is for the Programmer to assume programming functions. The intent of the Transfer Act is to reduce the subsidy of the state to NJPBA.

The State Treasurer is committed to consider each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q6. RFP for NJPBA Stations; Section 1.2 NOTE, page 2

It appears that any revenues associated with Grants associated with the Stations, including CPB and PTFP Grants; agreements with MYPD's related to any of the Stations; the lease of space on the Stations' broadcast towers; and the lease of excess spectrum of the educational broadband service authorizations held by NJPBA are not to be included for the use of the Programmer. Similarly, it appears that there are limitations on further funding requests to the Administration or the legislature. Are there any other sources of revenue that are contemplated to be available to support Programmer's operational and programming efforts?

A6. See Sections 1.2, 8.6 and 8.7 of the RFP.

GLOBAL QUESTIONS: RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement

ATTACHMENT C GLOBAL RESPONSE NOTES:

The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q7. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 34

Article I, Section 1.3(c) from the 2011 Programming and Services Agreement (NJPSA) (Auxiliary Transmissions) has been removed in its entirety from the 2025 PSA. That section provided:

Auxiliary and Supplementary Services. The Programmer shall have the exclusive right to enter agreements with third parties for the provision of any auxiliary and supplementary services to be delivered by the Stations, which NJPBA shall cause the Stations to deliver, including data transmission or other ancillary or supplementary services, and the Programmer shall, subject to the last sentence of this Section 1.3(c), retain any revenues that result from such arrangements for use in the development, production, and distribution of the Programming and the performance of the Services (as defined in Article III), as provided in this Agreement. The Programmer shall reimburse on a monthly basis NJPBA for all reasonable costs and expenses (including increased utility, operating or maintenance costs) specifically associated with NJPBA's obligations under this Section 1.3(c).

Why has this section been removed? Are the rights set out in the section no longer available to Programmer?

A7. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which

their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q8. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 35

Article II, Section 2.3 (Emergency Alert System) has been amended to require the Programmer to ensure that all Emergency Alert System (“EAS”) equipment in the program chain is operational and fully compliant with FCC rules. Why is this no longer the responsibility of the NJPBA?

A8. This is consistent with current engineering practice.

Q9. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 34

Article 2.4 (Program Funding) in the 2011 PSA had a provision that provided:

In no instance shall any of the Programmer’s related or affiliated entities have any obligation to provide any funding or financial support to the Programmer or the Stations or to incur any debt pursuant to this Agreement.

This provision has been stricken from the 2025 PSA. Is it the intent of the NJPSA to impose any obligations on the Programmer’s related or affiliated entities?

A9. The State Treasurer is committed to consider each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer’s preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q10. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 36

Section 2.5 (Compliance with Laws) in the 2011 PSA had a provision that provided that NJPBA shall be responsible for broadcasting programming. This provision has been stricken from the 2025 PSA. Is it the intent of the NJPBA that it will not be responsible for broadcasting programming?

A10. Please see Section 1.2 of the RFP.

Q11. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 36

Article III, Section 3.1 (Public Media Services) has been added to the 2025 PSA. Is it the intent of the NJPBA to enlarge the responsibilities of the Programmer beyond those set forth in the 2011 PSA and, if so, how?

A11. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q12. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 36

Section 3.2 (Grants) has added the following sentence:

In the event that NJPBA has funds to remit to Programmer in connection with this Agreement, whether received through Grants or otherwise, and Programmer has not delivered the reports required by Schedules 3.2 and 3.9, NJPBA may retain such funds until such time as NJPBA has received all required reports from Programmer.

How does the NJPBA intend to exercise its discretion regarding this addition?

A12. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q13. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 37

Section 3.3(b) (Fundraising) has added the following sentence:

NJPBA will retain ultimate control of these funds but, as a contractual matter, commits to using them in the first instance to pay Programmer (or to allow Programmer to retain the funds) for use solely to fund the production and acquisition of the Programming for the Stations.

What is the purpose of adding this sentence?

A13. This provision is in line with FCC requirements.

The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q14. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 39

Article IV, Responsibility for Expenses, Section 4.2 (NJPBA's Expenses) has been edited to shift responsibility for NJPBA's expenses to the Programmer:

Programmer shall reimburse NJPBA on an annual basis (with payment made before NJPBA's fiscal year-end) for all reasonable costs associated with the operation and the maintenance of the technical facilities of the Stations, for fulfilling its FCC licensing requirements, and any other costs incurred to adhere to its obligations and duties under this Agreement, to the full extent permitted by the FCC's policies for NCETV stations. A good faith estimate of such annual costs for State Fiscal Year 2025 is set forth in Schedule 4.2.

Is it the intent of the NJPBA that the Programmer shall be responsible for paying the amounts set forth in Section 4.2?

A14. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q15. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 41

Article VI, Representations and Warranties, Section 6.2(f) from the 2011 PSA has been stricken in its entirety:

NJPBA shall use commercially reasonable efforts to transfer to the Programmer, within seven (7) business days of receipt, any amounts received from: (i) all Grants associated with the Stations, including CPB and PTFP Grants; (ii) any agreement with an MVPD related to any of the Stations, including, but not limited to, the agreement with the Food Network regarding cable channel placement on certain cable systems; (iii) all revenue generated through the lease of space on the Stations' broadcast towers; and (iv) all net revenue generated through the lease of excess spectrum of the educational broadband service authorizations held by NJPBA or any affiliated successor or assign.

Is it the intent of the NJPBA to no longer provide these four amounts to the Programmer?

A15. The express intent of the RFP is for the Programmer to be responsible for all programming functions. The overall intent of the Transfer Act is to reduce the State subsidy of the NJPBA from the State's General Fund.

The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which

their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q16. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 46

Article X, Termination, Sections 10.3 and 10.4 from the 1022 PSA have been stricken in their entirety:

10.3 Termination Due To Adverse Economic Change. An Adverse Economic Change shall be deemed to occur if the funding available to the Programmer for the provision of the Services and the Programming provided in this Agreement shall fall, notwithstanding good faith, commercially reasonable efforts of the Parties to maintain or increase it, below the levels set forth on Schedule 10.3. In the event of an Adverse Economic Change, the Programmer shall be permitted to terminate this Agreement upon one hundred and eighty (180) days' prior written notice.

10.4 Termination Due to Lack of Funding. NJPBA shall have the sole right to terminate this Agreement upon ninety (90) days' prior written notice, in the event that it does not have the funding to meet its obligations hereunder, provided that prior to such termination, NJPBA shall pay the Programmer a fee in an amount equal to all of the then-outstanding and unreimbursed or unrecouped costs and obligations, including contractual obligations, of the Programmer, its affiliates and any contractors or agents, as of the date of the termination.

Is it the intent of the NJPBA to not allow the Programmer to terminate the PSA for the reasons set forth in these sections?

A16. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.

Q17. RFP for NJPBA Stations; Attachment C: Form of Programming and Services Agreement, page 46

Section 10.6 (Disposition of the Stations) from the 2011 PSA has been stricken in its entirety:

Disposition of the Stations. In the event that NJPBA sells, surrenders, or otherwise divests one or more of the Stations, or any portion of the spectrum assigned to one or more of the Stations (a "Disposition") during the Term of this Agreement or within six (6) months following: (i) the expiration of the Term of this Agreement, or (ii) the termination of this Agreement under Sections 10.1 (unless terminated by NJPBA under Section 10.1(ii) as a consequence of an uncured breach by the Programmer), 10.2, 10.3, or 10.4 of this Agreement, NJPBA shall pay the Programmer a fee (a "Disposition Fee"). The Disposition

Fee for each Station subject to a Disposition shall be One Hundred and Twenty-Five Thousand Dollars (\$125,000). In the event that NJPBA sells, surrenders, or otherwise divests only a portion of the spectrum assigned to a Station, the Disposition Fee associated with such sale, surrender, or divestiture shall be a pro-rata amount of the Disposition Fee associated with that Station, based on the percentage of spectrum sold, surrendered, or divested.

Is it no longer the intent of the NJPBA to make these payments to Programmer upon a Disposition?

A17. The State Treasurer is committed to considering each proposal that satisfies the terms of the Transfer Act. The RFP and draft PSA reflect the State Treasurer's preferred terms for the relationship and agreement. Parties submitting proposals should identify each instance in which their proposal is inconsistent with the structure described in the RFP. Parties should submit a revised PSA with their proposal for consideration.