



**REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

REQUEST FOR PROPOSAL: MPM0308 ADDENDUM NO. 2 DATE OF ADDENDUM: March 30, 2015

This addendum is to incorporate the following questions and answers:

Q1: What is the process to ask to extend the deadline of April 30?

A1: If a proposer does not believe he/she would be able to get his/her proposal in on time, he/she should request an extension by emailing the Single Point of Contact listed in the solicitation documents.

Q2: Given that there are 14 pages of requests for explanation and clarification, rather than answer these in a spreadsheet as an amendment to the RFP, could they be incorporated into a newly release RFP so that it is easier for respondents to read a newer clean document?

A2: Generally, the City releases all additional information in an addendum.

Q3: These documents contain language that seems to come from different sources, i.e. TARA, Purchasing, and City Legal. Please explain and clarify which included provisions are TARA requirements, which included provisions are Purchasing requirements, and which included provisions are City Legal requirements.

A3: TARA requirements are listed in the scope of work, section 0500. All other documents are Purchasing documents.

Q4: Have all provisions in these RFP documents passed City Legal review?

A4: No. Legal review is not required prior to release of an RFP

Q5: These documents contain 20 or more fiscal impact provisions, new requirements having costs associated with their implementation. However, there is no guidance or ranking as to which of these have priority or take precedence over others. Please identify and rank in order of importance these fiscal impact provisions.

A5: Proposer is expected to evaluate and prioritize the provisions of the RFP. Final prioritization would be discussed during negotiations with the highest-ranked proposer.

Q6: What is the process to ask that the City re-issue an RFP with more favorable terms?

A6: The City can cancel a solicitation and re-solicit if the City believes it is favorable to do so.

Q7: How should the proposer state exceptions or disagreements with requirements in the proposal?

A7: Exceptions should be noted clearly in the respondent's proposal. Typically, proposers either note exceptions in their own tab in the proposal or they highlight exceptions to the City's terms and conditions in the proposal.

Q8: In Section 0400 Supplemental Purchasing Provisions (page 3 of 4) please explain why #6. Workforce Security Clearance and Identification (ID) is included.

A8: The Workforce Security Clearance and Identification provision has been removed from this solicitation.

Q9: In the scope of work, under 1. Purpose where it says “promoting Public Access television programs, training, and services to individuals and organizations,” does the City want the nonprofit contractor to promote more to organizations or more to individuals? What types of organizations?

A9: The City would like a representative balance and diversity of individuals and organizations that represents the community that can utilize Public Access services.

Q10: In the scope of work, under 1. Purpose where it says, “training residents and organizations to utilize Public Access channels, facilities, and equipment including multimedia applications,” does “residents” refer to residents of the City of Austin only?

A10: These services are to be provided to City of Austin residents. If an outreach can be made to residents outside the City without diluting the services available to City residents, please include that in your proposal.

Q11: What is meant by “multimedia applications”?

A11: Multimedia applications may include television production, audio production, camera use, web streaming, web design, etc. – please note in your proposal if you can go above and beyond the items listed in the scope of work.

Q12: Where it says “providing quality customer service to individuals and organizations,” please explain the metrics or criteria for measuring quality customer service.

A12: The Proposer should include in his/her proposal what he/she would like to see as customer service metrics in the proposal. All metrics can be negotiated with the chosen proposer.

Q13: In the scope of work, under 2. Background where it says, “The City encourages the integration of new media formats and concepts to access channel operations to promote community dialogue and communications diversity,” please explain new media formats and concepts.

A13: As new media formats and concepts come out that are applicable to the public access arena, the City expects proposer to integrate them into the public access facility operations and services.

Q14: In the scope of work, under 2. c. Financial Challenges for Public Access in Austin, where it says, “The City seeks an access channel management and funding model which increases program activities without increasing City funds provided for operational expenses,” can the City point to examples of other municipalities in the United States that have successfully implemented a similar model?

A14: Proposer is expected to conduct relevant research on other municipalities if it supports their proposal.

Q15: Under this model, should the nonprofit contractor act under the assumption that any increase in program activities is directly related to the ability of the nonprofit contractor itself to raise revenue?

A15: While the City is on a fixed budget for public access, the proposer may be able to find uses for Capital purchases that would enable the proposer to free up Operating funds for other needs.

Q16: Does “increase program activities” in this statement refer to increasing the program activities currently offered? Does it refer to adding new programs activities that currently do not exist?

A16: The City would like to see what ideas the proposer has for increasing program activities, either in addition to currently offered activities, as well as coming up with new ideas.

Q17: Is it the City’s expectation that the non-profit contractor would be responsible for raising all the revenue that is required to implement these provisions?

A17: The City has a fixed budget for both Operating and Capital funds for public access. Any revenue required above and beyond that budget would have to be raised by the Contractor.

Q18: Can the City identify which program activities it believes are core, essential, or highly desirable?

A18: The City recognizes that with a fixed budget not all items may be feasible deliverables. When the City chooses an entity, those items may be negotiated. Proposers are encouraged to identify core, essential and highly desirable program activities.

Q19: Is there anything different regarding the mission in this RFP versus the previous one for these services?

A19: All changes are listed in the scope of work. Of note, more partnering is requested in this solicitation than in the last.

Q20: Under 3. a. i. Facilities, where it refers to channels, will there be 3 channels available throughout the duration of the contract period, including contract extensions?

A20: Currently, the City believes there will be three channels available; however that is subject to change with funding, City policy, and applicable laws and regulations.

Q21: In the scope of work, section 3.a.ii. says “internet bandwidth to web-stream the channels at <http://www.channelaustin.org>.” Is internet service provided to the non-profit contractor limited to web-streaming the channels?

A21: No. Google Fiber will be available to the City of Austin at this building, free of charge, until 2023. Other internet service is available through the City of Austin’s GAATN network.

Q22: In the scope of work, section 3.a.ii. refers to “comprehensive equipment inventory.” In the final executed management contract will the City allow language in that contract which states that the cost of maintaining the inventory can be deemed a capital expense?

A22: To be determined during contract development.

Q23: And therefore may PEG capital funds be used to pay for that expense?

A23: To be determined during contract development.

Q24: Are there any other funds to pay for the expense of maintaining equipment inventory?

A24: Equipment maintenance can be paid from any non-PEG capital fund available to the Contractor.

Q25: In the scope of work, section 3.b.ii. states, “the City will provide \$475,000,” but there is no mention of the \$12,000 utility support payment noted in 3.b.i.. Also, historically, there has been a separate \$15,000 equipment repair fund. Will there no longer be a separate and additional utility support payment or equipment repair fund?

A25: Yes, there will no longer be separate utility support payments or equipment repair funds.

Q26: Is the \$300,000 per year, or is there \$600,000 available that can be spread over the two years?

A26: The \$300,000 is the capital budget for the initial contract year with subsequent annual capital budgets to be developed between the Contractor and the City.

Q27: Would large building expenses – such as new air ducts – be taken from the Capital budget?

A27: Annual requests for building maintenance and major facility repairs or improvements will be considered by the City during the budget development process.

Q28: Can capital funds be used to pay an outside consultant to develop the annual capital purchase request that includes a “detailed description of how the purchases improve operational quality and efficiency while reducing expenses”?

A28: With prior City approval, the Contractor could hire a consultant for this purpose using those funds.

Q29: In the scope of work, section 3.c. Public Access Channel Programming Content, states, “The Contractor’s proposal should include its plans for program scheduling and diversity by channel.” Would a plan to increase the diversity of mediaArtists who provide content (and thereby increase diversity of content) satisfy the requirement of increasing program diversity?

A29: Contractor should state in her/his proposal the plan to increase diversity of content.

Q30: Would the nonprofit’s production of community events satisfy the requirement of increasing program diversity?

A30: That would qualify, but it would not be the only means of satisfying the requirement.

Q31: In the scope of work, section 4.a. where it refers to “other Community Center locations,” what is meant by that? Is the same as Community Connection sites?

A31: Community Center locations are not the same as Community Connection sites. Community Center locations are defined in the broadest sense to give the Contractor maximum flexibility in meeting this requirement.

Q32: If the nonprofit enters into a cooperative agreement with a Community Center location, which entity is responsible security, scheduling, check in & checkout of equipment, maintenance, training, providing the content to the programming director for playback?

A32: That would be determined by the contractor and Community Center with the terms made available to the City.

Q33: Where would the funding come from to provide the management of the facilities, equipment, and services, including insurance coverage, for these other Community Center locations?

A33: The nonprofit may use Operating funds for this, as well as fundraising, or the Community Center’s budget.

Q34: In the scope of work, section 4.b.i. states, “Promote the public’s opportunity for interactive participation through electronic media resources in the overall community dialogue as a function of day-to-day management and operations of access facilities and equipment.” Please explain.

A34: Contractor is expected to provide its interpretation of how this will be accomplished.

Q35: In the scope of work, section 4.b.iii. refers to “community-based organizations.” In the section on Purpose it just says “organizations.” For purposes of this RFP when we see the word “organizations” should we assume that it is meaning “community based organizations” in all cases?

A35: If the document does not refer to a nonprofit, “organizations” may mean any organization (private or public) that can meet the goals.

Q36: In 4. b. v. where it says “Promote community-wide awareness . . .” is this a duplicate of previous points higher up in 4.b.?

A36: Yes. It restates and re-emphasizes the importance of increasing community awareness of the facility and its services.

Q37: In the scope of work, section 4.c. states, “The Contractor shall manage the operation of the City’s Public Access television services and alternative media projects.” What is meant by “alternative media projects”?

A37: Alternative media projects may refer to outreach programs with schools as well as other community institutions or groups, but again, this is left to the Contractor to define.

Q38: Will the City cover maintenance expenses for the building?

A38: The City’s Building Services department maintains the building.

Q39: Will the City pay for all costs associated with electrical repair, plumbing, security, and the fire alarm?

A39: The City is responsible for all major facility system repairs.

Q40: Does the nonprofit have to pay for the building?

A40: The building is owned by the City of Austin, and the nonprofit (Contractor) will not be expected to pay any rent on the building. Janitorial services are to be paid by the Contractor.

Q41: Where is the current equipment list located? Does it include software models and condition of the equipment?

A41: The equipment inventory is listed as Attachment A in an excel spreadsheet. The condition of some items and the age of most items are noted on the spreadsheet. The following software applications are currently being used: Adobe CS 5, Adobe CS 6, Adobe CC, Final Cut Pro X 10.1, Final Cut Pro X 6.06, Compressor, Toast, Microsoft Office Suite 2011, Avid Media Composer, and Avid ProTools.

Q42: The scope of work, section 4.d.3.a. notes, “periodic reports.” On what frequency would these reports be expected?

A42: The frequency of reports will be negotiated with the nonprofit. Contractor should note the preferred report frequency.

Q43: In the scope of work, section 4.d.3.c. refers to “Generally Accepted Accounting Principles.” Please clarify and explain whether GAAP allows for costs associated with the capital equipment purchase life cycle (research, planning, acquisition, inventory, retirement) to be capitalized?

A43: GAAP stands for Generally Accepted Accounting Principles. This is a set of standard guidelines for any accrual-based accounting process in the United States. Please see Q22 for information on associated costs.

Q44: In the scope of work, section 4.d.3.e.i. refers to “Monthly management activity reports including outreach efforts, electronic messaging, phone calls and face-to face meetings.” Please explain and clarify why this provision is in the RFP. What is the intent? How specific does this monthly management activity report need to be?

A44: This report is to gauge the impact of outreach efforts.

Q45: Does “electronic messaging” refer to email or texts or both? Please explain reporting about electronic messaging. Provide examples.

A45: Electronic messaging refers to emails.

Q46: In the scope of work, section 4.d.i.4.a. states “raised funds to be used exclusively for operational expenses.” Please explain what are considered operational expenses.

A46: Operation expenses are those incurred in the day-to-day operation of general business. These do not include Capital equipment purchases.

Q47: When the scope refers to stating fees for production services on the website, does that mean the rate card?

A47: Yes.

Q48: Where it says Contractor shall track and report monthly all production service revenues isn't this already covered in budget to actuals?

A48: As long as costs are tracked and reported to the nonprofit's board this requirement will be met.

Q49: Has this sentence, “All revenues raised by the above activities shall be managed by the Contractor and shall remain under the exclusive ownership and direction of the City” been reviewed by the City legal department?

A49: All revenues, including grants, generated using City facilities, equipment, and staff whose compensation is also paid by the City, are all under the control of the City for the contractor to use in executing the operations of the City’s Public Access television services and alternative media projects.

Q50: What expenses will be authorized and approved by the City?

A50: Please state in your proposal how you will execute the requirements. When a proposer is chosen for negotiations, projected expenses can be reviewed.

Q51: What is meant by “robust volunteer program”?

A51: Contractor is to describe how it will utilize volunteers to complement its activities.

Q52: What additional services should be provided as self-service options?

A52: The proposer should include any ideas he/she has about potential options. The City is open to seeing what the proposers suggest.

Q53: What is meant by “grants that utilize electronic media components for educational programs”?

A53: The City would like to see the awarded Contractor seek out grants that support the activities of the public access nonprofit.

Q54: The scope of work states “Develop production and cablecast metrics to ensure that revenue generation activities do not compromise program activities.” Does this refer to live shows from the studios?

A54: This does not refer solely to live shows, but rather anything that can be broadcast on the three channels.

Q55: The scope of work states, “Proposers should provide a communication plan between the access management/board of directors and the participant and potential participant community.” What is the intent of the communication plan? Does this require an actual plan or just the description of one?

A55: The proposer may decide if he/she would like to include a full plan or just the description.

Q56: The scope states, “Educate/train community members based, non-profit organizations in the production of television programs,” how do these programs relate to what is described earlier as special programs or alternative media projects?

A56: This is a specific example of a special program that may also be considered an alternative media project.

Q57: Does “new program development” mean content?

A57: The City would like the proposer to bring forth any and all ideas for new program development.

Q58: What is meant by “multimedia”?

A58: The City would like the proposer to list any type of multimedia he/she suggests for this venture.

Q59: The scope states, “present a plan to develop partnerships.” Does the response to the RFP need to include this?

A59: Yes, please include this in your proposal.

Q60: The scope states, “Develop and implement programs to facilitate use of Public Access by financially and physically disadvantaged citizens.” Please define “programs” in this sense.

A60: “Programs” means “process” in this sentence which could include scholarships or other support for the disadvantaged.

Q61: Please define financially disadvantaged.

A61: Contractor is expected to provide a definition in keeping with its proposal.

Q62: Please define physically disadvantaged.

A62: Contractor is expected to provide a definition if it would vary from ADA guidelines.

Q63: Will the City offset any and all costs incurred for providing programs to financially and physically disabled citizens, such as people who are deaf and need ASL interpreters?

A63: Cost of providing programs will be included in the operating budget, with any potential issues to be included in the Contractor's proposal.

Q64: The scope says, "Make television production equipment...." Can the word "television" be replaced with "video and film"?

A64: Yes as such replacement does not detract from the mission of providing content for the three access channels.

Q65: Please define "customer service-oriented environment."

A65: This is left for the Contractor to define.

Q66: Can the non-profit enact rules, policies, and procedures prior to the City's review and revision?

A66: The question is too broad to be answered specifically.

Q67: Please define "minimum targets."

A67: The City would like to see what the proposer lists as minimum targets based on the work proposed.

Q68: The scope of work states, "provide minimum targets for producer fees, facility operating hours, studio availability, equipment availability, training schedules, and programming." Can the word "producer" be removed?

A68: Yes.

Q69: The scope of work states, "Devise and monitor equipment check-in and check-out procedures for portable equipment and provide reports quantifying equipment use." Does this refer only to portable equipment that can be checked out?

A69: Per the scope, the noted procedures are only applicable to portable equipment.

Q70: The scope of work states, "Describe a plan to monitor and maintain equipment." Should the nonprofit submit an actual plan?

A70: The nonprofit should describe in their proposal the plan to monitor and maintain the equipment.

Q71: The scope of work states, "Describe any plans to deliver online services for producers and community groups." Should the nonprofit submit an actual plan?

A71: The nonprofit should describe in their proposal the plan to deliver online services.

Q72: The scope of work states, "Describe video archive and digitization plan and public access to the archive." Should the nonprofit submit an actual plan?

A72: The nonprofit should describe in their proposal the plan to achieve these measures.

Q73: The scope of work notes to "Describe licensing and rights process for content." Since the content is owned by the creator, what is this asking?

A73: The Contractor should describe the process to be followed to allow rebroadcast of all copyright protected materials.

Q74: What is meant by the word “client”?

A74: Customer of the public access facility, equipment, and services.

Q75: Would a pre-existing Zero Tolerance policy accepted by the Board be sufficient to meet the needs of “enforcement of rules”?

A75: All Contractor responses to the enforcement of rules requirement will be competitively evaluated.

Q76: The scope states to “provide an emergency contact procedure for receiving notification and responding to service problems and interruptions” as well as “provide a process to notify producers of technical problems and resolutions.” Do these need to be included in the proposal?

A76: Yes, please provide your procedures for executing these requirements.

Q77: The scope of work states, “Develop and implement user self-service facilities and related automation services,” are there such facilities and related automated services currently not in place that City wants the contractor to implement? If so, which ones?

A77: This is an opportunity for the Contractor to propose additional self-service facilities and related automation services.

Q78: What input does the City have for the partnerships noted in the scope of work, where it states, “Establish community partnerships with public and private organizations to provide additional locations for training, equipment utilization and program participation by community members”?

A78: The Contractor will have the ability to enter into partnerships with City oversight. The proposers should also note in their proposals if they see a better way to execute these partnerships.

Q79: The scope of work states, “describe and develop a technology plan that would reduce the cost of providing services.” Should the proposer submit a detailed plan in the proposal?

A79: The proposer should include the level of detail he/she deems sufficient for the proposal.

Q80: The scope of work states, “provide channel availability and programming submission alternatives to all segments of the community.” Does this refer to remote locations? If so, who will fund the establishment, scheduling, supervision, and maintenance of these remote locations?

A80: Contractor should include such alternatives with associated funding sources and requirements of each.

Q81: The scope states, “The Contractor shall promote a breadth and depth of programming from all segments of the community....” What is meant by that?

A81: Contractor has the opportunity to describe how it will increase programming from all segments of the community.

Q82: The scope states, “Provide cablecast, video programming at a minimum of eight (8) hours per day, seven (7) days per week, per channel.” Is that correct?

A82: That is the minimum to keep the channel from being forfeited to the cable providers as specified in PURA § 66.009. The Contractor is encouraged to maximize utilization of all three channels.

Q83: The scope states, “Describe plans for remote services, such as editing and online content delivery.” Should the proposer include a detailed plan in the RFP?

A83: The proposer can include whatever level of detail he/she prefers for the entire proposal.

Q84: What is meant by “Austin community events”? Who is responsible for determining which events to serve?

A84: Events held in the Austin community. The Contractor should state the community events she/he intends to cover or participate in.

Q85: Where do the funds come from to cover the costs of using commercial communications media as part of a promotion plan?

A85: This is part of the Operating budget. The Contractor can negotiate the prices with the commercial entity and could also produce Public Service Announcements to be run at little or no cost.

Q86: How is a proposer to measure viewership?

A86: If a proposer is capable of measuring viewership, he/she should include that in the proposal.

Q87: Can exceptions to provisions be discussed with the City?

A87: Any correspondence or discussions including exceptions to RFP provisions must go through the Single Point of Contact listed on the solicitation.

Q88: Can the incumbent be excused from adding a “prior experience” area to his/her proposal?

A88: No. The City will treat the incumbent as any other bidder. If this provision is left out of the proposal the proposer will lose points for not including this section.

Q89: On the proposal preparation instructions, does “total cost schedule” equate to annual expense?

A89: Yes, please note annual costs.

Q90: On the proposal preparation instructions, does the City want a cost proposal as a separate document from the revenue proposal?

A90: Placement of the cost proposal may be on the same document as the revenue proposal as long as each is clearly distinguishable.

Q91: The proposal preparation instructions note an optional interview. Who would the proposer interview?

A91: The optional interview is an interview conducted by the City of the proposers in consideration.

Q92: Attachment B states, “Contractor shall create other tiers and/or individually tailored plans for User access.” Can this be implemented in Year 2?

A92: This is left to the Contractor to determine implementation timing.

Q93: Attachment B has a section on Membership drives. What is the difference between a member and a user?

A93: Membership drives target financial contributors who may or may not directly use the facilities and services.

Q94: Attachment B has a section on Training, which states instructors have to be employees of the Contractor. Can the Contractor not sub-contract this section?

A94: Contractor may use sub-contractors as trainers subject to City sub-contracting regulations.

Q95: Can studios be rented out for multiple days?

A95: Rental length should minimize displacement of media artist scheduling of the studio as specified in Contractor’s proposal.

Q96: Attachment B states “Contractor may use the facility... so long as such use does not adversely impact that of Basic Users.” How is adverse impact measured?

A96: Contractor should describe what it considers to be a reasonable balance between user interests and the means of generating revenues to support user activities.

Q97: Would the City accept proposals that suggest relocation of the Public Access Facility to a different City-owned property(s) within Austin? If yes, would the City allow the funds (or a portion of the funds) that are currently applied to building rental and maintenance (listed in the City Responsibilities section 6.b.) of the solicitation document) be reallocated/directed to the "new" facility? If yes, could you please quantify and provide information on the amount of funding that the City currently spends on an annual basis for the current facility's building rental and maintenance?

A97: All proposals will be considered, but it is very unlikely that the City would agree to abandon the current public access facilities.

Q98: Are the City-provided funds for Capital Expenditures allowed to be used for equipment repair and maintenance (listed in Resources/Budget section 3.b.)? Please clarify how Section 3.F.2. of the current Contract, which states that "The purpose of Capital Equipment Funding is to maintain and repair equipment purchased with the Capital Equipment Funding, and to improve facility operations, including the acquisition of new production equipment, systems technologies, and upgrades, including associated training and maintenance agreements for equipment purchased with Capital Equipment Funding", relates to the response.

A98: No. This RFP is not dependent on terms of the current public access contract.

Q99: Could you please elaborate on the process by which the City asserts ownership of revenues generated by the Contractor's revenue-generating-activities described in section 4.c.4.a. of the RFP? Alternately, would the City allow the revenues generated by the Contractor's revenue-generating-activities to be retained (owned) by the Contractor?

A99: All revenues, including grants, generated using City facilities, equipment, and staff whose compensation is also paid by the City, are all under the control of the City for the Contractor to use in executing the operations of the City's Public Access television services and alternative media projects.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated and made a part of the above-referenced Solicitation.

APPROVED BY:


Paige McDonald, Senior Buyer
Purchasing Office, 512-974-2076

ACKNOWLEDGED BY:

SUPPLIER	AUTHORIZED SIGNATURE	DATE
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RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO BID OPENING OR WITH YOUR SEALED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

PURCHASING OFFICE MEETING SIGN-IN SHEET

RFP & Description: MPM0308 Public Access Channel & Facility Management

Meeting Date: Wednesday, March 25, 2015 3:00 PM

Buyer: Paige McDonald

Place/Room: 124 W 8th St, Austin, TX 78701

Please Print Legibly			
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