CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP 4400 MPM0308

DATE ISSUED: March 16, 2015

COMMODITY/SERVICE DESCRIPTION: Public Access Facility & Channel Management

REQUISITION NO.: 4400 15020400179

COMMODITY CODE: 91579, 91582, 96156, 96173, 96207

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Paige McDonald
Senior Buyer
Phone: (512) 974-2076

E-Mail: paige.mcdonald@austintexas.gov

Georgia Billela
Buyer II
Phone: (512) 974-2939
E-Mail: Georgia.billela@austintexas.com

PRE-PROPOSAL CONFERENCE TIME AND DATE: 3:00 PM on Wednesday, March 25, 2015

LOCATION: 124 W 8th St, 3rd Floor, Austin, TX 78701

PROPOSAL DUE PRIOR TO: 3:00 PM on Thursday, April 30, 2015

PROPOSAL CLOSING TIME AND DATE: 3:00 PM on Thursday, April 30, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	**Address for Fedex, UPS, Hand Delivery or Courier**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MPM0308	Purchasing Office-Response Enclosed for Solicitation # MPM0308
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

4. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

5. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: _____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: _____

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP 4400 MPM0308 PUBLIC ACCESS FACILITY & CHANNEL MANAGEMENT

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than ten (10) business days prior to the close date of the solicitation. Requests for explanation or clarification shall be directed to Paige McDonald at Paige.McDonald@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to two (2) additional twenty-four (24) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Management Services
Attn:	Paul Lewis
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

6. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Paul Lewis

512-974-3415

Paul.Lewis@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE REQUEST FOR PROPOSALS (RFP)
SOLICITATION NUMBER: _____
COMMUNITY DIGITAL MEDIA CENTER
MANAGEMENT SERVICES

1. PURPOSE

The City of Austin ("City"), through this Request for Proposals ("RFP"), is seeking proposals from experienced and qualified nonprofit organizations ("Contractor(s)") in the areas of:

- managing the Community Digital Media Center ("CDMC") facilities and production equipment
- promoting Public Access television programs, training, and services to individuals and organizations
- training residents and organizations to utilize Public Access channels, facilities, and equipment including multi-media applications
- fund-raising through grants, sponsorships, and production services
- providing quality customer service to individuals and organizations

The current operating agreement for the facility, equipment and channels will expire on September 30, 2015. The City seeks a nonprofit entity with the experience and ability to operate the facility, equipment, and channels under a new contract beginning on October 1, 2015.

2. BACKGROUND

a. Public Access Channels

Under the 1984 Cable Act, cable operators are required to set aside video channel "access" for parties other than the cable operators to provide video programming over their cable systems. Cable operators are expressly prohibited from exercising editorial control over the programming content of any Public, Educational, and Government ("PEG") Access channel.

Educational and Government Access channels provide educational and governmental institutions the ability to bring the classroom and government directly into the viewer's home. Public Access channels provide the public a forum to exchange information and ideas conveyed by non-commercial programming that would otherwise not be commercially available. The City encourages the integration of new media formats and concepts into access channel operations to promote community dialogue and communications diversity.

Because the PEG Access channels have developed primarily to meet local needs and interests, there is no "one-size-fits-all" model for Public Access channel operation. In fact, the organization and operating structures of these channels vary widely from city to city.

The City of Austin currently has seven (7) active PEG Access channels, of which the Austin City Council has allocated three (3) for Public Access programming.

b. Public Access in Austin

Since 2005, the City's Public Access channels have been operated under contract with a nonprofit entity, Public Access Community Television, Inc. dba channelAustin ("PACT"). Under the current contract, the City provides $462,000 for operational expenses with specific requirements for outreach, training, scheduling of facilities, equipment and program playback, administration and record keeping. The current contract between the City of Austin and PACT can be found at https://www.austintexas.gov/sites/default/files/files/Telecommunications/PACTcontract_8-12-11final.pdf.

PACT raises about 20% of its $580,000 annual operating revenue through media artist membership fees, training and workshop fees, children's television camps, grants and the sale of video production services and facility rentals. Between 150 and 200 media artists use the Public Access facilities and services.

c. Financial Challenges for Public Access in Austin

In 2005, the Texas State Legislature enacted SB5, a comprehensive state cable/video television franchising law that replaced City authority with State-issued video franchising authority. While the law preserves the City's authority to require operators to provide PEG Access channels and support fees, these fees may be used only for PEG capital costs. The law eliminated cable operators' support of the day-to-day PEG channel operating costs, and it substantially increased funds for PEG channel capital expenses.

AT&T U-Verse, Grande Communications, Google Fiber, and Time Warner Cable are state franchise holders regulated by the Public Utility Commission of Texas under Texas Senate Bill 5 (PURA 66). Under the Act, they are required to contribute one-percent (1%) of gross revenues, (about $1.5 million to $1.8 million annually) that can only be used for PEG-related capital expenditures (not operational expenses) in accordance with Federal law.

The City seeks an access channel management and funding model which increases program activities without increasing City funds provided for operational expenses.

3. RESOURCES AVAILABLE TO THE CONTRACTOR

a. Facilities

i. AT&T U-Verse, Grande Communications, and Time Warner Cable provide standard definition program distribution for individuals and non-profit organizations via the three public access channels. Later in 2015, the three (3) channels will also be carried in high definition (HD) by Google Fiber. The number of channels and the level of Public Access services are subject to change in accordance with funding constraints, City policy, and applicable laws and regulations.

ii. The Public Access production facility is located at 1143 Northwestern Avenue, Austin, TX 78701 with fully equipped main and mini studios, an audio recording booth, editing stations, playback facilities for continuous scheduling and playback of three (3) full time channels, internet bandwidth to web-stream the channels at http://www.channelaustin.org/, a conference room, and furnished offices. Portable, state of the art video production and editing equipment is also available for off-site use by certified media artists. The comprehensive equipment inventory is included as Attachment A. The Contractor shall maintain a real-time asset list, which will be included in an annual report to the City showing any additions, substitutions, or other changes in the listing of the equipment listed in Attachment A.

iii. The Public Access facility was chosen as one of the 100 Community Connections entities that will receive a one-gigabit per second broadband connection at no charge until 2023 from Google Fiber once Google Fiber service is available in the neighborhood.

b. Budget

i. In the current fiscal year, the City provides $450,000 for public access operations, paid quarterly, and a one-time $12,000 utility support payment. The City also provides over $400,000 for capital expenditures for production and playback software and equipment, studio lighting upgrade, and a complete IT network systems evaluation and possible upgrade, as well as improvements to the physical building.

ii. All funding for operations and capital expenses for each year of the agreement shall be contingent on budget approval of the Austin City Council and continued receipt of the PEG capital fees from the cable/video providers. In each of the first two years of the contract, the City will provide $475,000 for operations and $300,000 for capital expenditures. Capital funding will be available for annual equipment and facility purchases and upgrades, subject to City approval. Annual capital purchase requests should include detailed descriptions of how the purchases will improve operational quality and efficiency while reducing operating expenses and increasing production funding for operations.

c. Public Access Channel Programming Content

i. Under current management, some degree of content differentiation exists among the three (3) Public Access channels. Channel 10 features community and public affairs programming; Channel 11 runs a majority of religious and inspirational programming; and Channel 16 emphasizes music and cultural content. The Contractor's proposal should include its plans for program scheduling and diversity by channel.

4. SCOPE OF WORK

a. Management of Austin Public Access Channel Programming and Community Digital Media Center Facilities, Equipment, Programs and Services provided at the CDMC and cooperatively at other Community Center locations.

b. Objective:

i. 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

ii. Partner with and provide opportunities for local community-based organizations to inform the community about their missions and services

iii. Provide training to individuals and community-based organizations in digital media production

iv. Provide excellent customer service
v. Promote community-wide awareness of these opportunities.

c. Implementation: The Contractor shall manage the operation of the City's Public Access television services and alternative media projects. In addition, the Contractor shall be required to submit a proposed Annual Work Plan for review and approval by the City. The Contractor shall be bound by the approved Annual Work Plan, subject to any subsequent revisions and adjustments that may be requested by the Contractor and approved by the City.

d. The Contractor shall be responsible for all operating expenses except for building rental and maintenance, including landscape maintenance.

i. ADMINISTRATION, MANAGEMENT, AND CUSTOMER SERVICE
The Contractor shall:

1. Implement policies and procedures to assure that Public Access facilities, equipment, and cablecast channel placements are available to all qualified and eligible Austin area residents and organizations on a nondiscriminatory, non-exclusive, content-neutral basis. Neither the City nor the Contractor shall control the content of the programming placed on the public access channels which shall remain available to all qualified users regardless of their viewpoint.
2. Manage the contract, resources and funds provided by the City
3. Establish, Track, and Report Operations and Program Metrics
   a) Provide periodic reports on objectives, programs, provision of client services, revenue generation, and other reports required under the contract (see Section I.E. below).
   b) Administer personnel and funds to provide the most effective use of resources in compliance with all applicable laws and regulations.
   c) Establish and maintain appropriate financial records and reporting practices of the CDMC operations following Generally Accepted Accounting Principles. City shall have right to conduct periodic audits of finance, operations and services and to provide recommendations for improvements.
   d) Maintain inventory and asset control of all equipment, furniture and capital goods.
   e) Prepare and submit to the City's Contract Manager regular or special reports as requested by the City to evaluate contract performance. Reports shall include but not be limited to:
      i. Monthly management activity reports including outreach efforts, electronic messaging, phone calls and face-to face meetings.
      ii. Monthly financial reports with budget to actuals on income and expenses including revenue generation income and expenses as outlined in Section 3.
      iii. Six (6) month and annual performance and financial reports
      iv. Annual equipment inventory.
      v. Annual audited financial statement by a certified public accountant who shall present the audit report to the Contractor's Board of Directors.

   The Proposer shall provide sample formats of these reports as part of the proposal.

4. Develop, Conduct, and Track Revenue Generating Activities.
   a) The Contractor shall be required to raise funds to be used exclusively for operational expenses through membership and training fees, production services, grants, program underwriting, and sponsorships that comply with the guidelines described in Attachment B. The Contractor shall maintain a current list of all charges for the production services as well as membership and training fees, provide the list to the City and publish it on the CDMC website. All revenues raised by the Contractor shall be used in compliance with the Contractor's contract with the City. The Contractor shall track and report monthly all production service revenues and all expenses related directly to the production service revenues. 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. The Contractor shall control operational expenses by optimizing staff utilization, maintaining a robust volunteer and intern program, and providing extensive user self-service options and related resources for process automation.
   b) Demonstrate prior experience and success generating revenues from diverse funding sources, such as grants, partnerships, sponsorships and other means.
   c) Develop and conduct revenue-generating activities utilizing the City's access facility, resources, and activities as approved by the City. The City discourages raising existing producer user fees unless new or increased services justify the increase.
   d) Submit a detailed revenue generation plan for each year of the initial two-year contract with annual revenue forecasts. This should include description of outreach to the non-profit community to obtain grants that utilize electronic media components for educational programs.
   e) Assure that fundraising activities are compliant with section 501(c)(3) of the Internal Revenue Code.
   f) Develop production and cablecast metrics to ensure that revenue generation activities do not compromise program activities.
5. The Contractor shall be a non-profit corporation, organized under the laws of the State of Texas, with a Board of Directors ("Board") as the governing authority of the Public Access management contracting entity and an Executive Director who manages the day-to-day operations of the organization. The Executive Director shall serve at the behest of the Board with all other employees subject to executive management of the corporation in all matters of hiring, performance and termination.
6. The Contractor's Board shall be representative of the diversity of the Austin community. Members shall have experience ranging from legal, financial, marketing, television and media, and non-profit management experience who share the vision, goals, and mission of the non-profit corporation.
7. Proposers shall furnish a copy of the proposed bylaws and a certified copy of articles of incorporation with the proposal.

a) The Contractor shall establish a program to orient new Board members on the principles and mission of Public Access television and on the respective roles of the Board and staff, and shall provide ongoing educational opportunities annual refresher training on the above.
b) Proposers should provide a communication plan between the access management/board of directors and the participant and potential participant community.

i. PRODUCTION TRAINING, FACILITIES, PROGRAMMING AND TECHNICAL SERVICES

The Contractor shall:

1. Educate/train community members and community based, non-profit organizations in the production of television programs with activities that:
   a) Provide a process to increase new producer participation and new program development, while supporting equitable access to resources and programming.
   b) Develop outreach programs to involve youth in video and multimedia training and production.
   c) Develop video and digital media training programs that reflect state of the art technology, including schedules and costs.
   d) Demonstrate experience and present a plan to develop partnerships and outreach to nonprofit and community organizations to encourage their participation to improve their communication activities.
   e) Instill knowledge of and adherence to best practices concerning non-commercial requirements for access program creation.
   f) Develop and implement programs to facilitate use of Public Access by financially and physically disadvantaged citizens.
2. Make television production equipment and facilities accessible to Austin residents in a customer service-oriented environment.
   a) Establish and publish rules, policies and procedures for use of the Public Access Channels, equipment and facilities, and file these and any amendments thereto with the City, subject to City review and revision.
   b) Provide minimum targets for producer fees, facility operating hours, studio availability, equipment availability, training schedules, and programming.
   c) Devise and monitor equipment check-in, check-out procedures for portable equipment and provide reports quantifying equipment use.
   d) Schedule, monitor, and maintain editing facilities and studios.
   e) Describe plan to monitor and maintain equipment.
   f) Maximize optimal hours of operations during which access facilities and staff are available to the public. All changes in operating schedule are subject to prior approval by the City.
   g) Describe any plans to deliver online services for producers and community groups.
   h) Describe video archive and digitization plan, and public access to the archive.

i) Describe licensing and rights process for content.
j) Establish processes for reasonable enforcement of rules for resource use and individual behavior, including a grievance and appeals process open to disposition by the Board, whose decision in any grievance matter shall be final. Sanctions for enforcement may include, where appropriate, suspension or dismissal of a client, or prohibition of any person from entering the premises in cases involving intractable disruptive behavior; provided, however, that specific terms and conditions for reinstatement are included in the published rules and procedures. The rules are subject to approval by the City of Austin.
k) Provide an emergency contact procedure for receiving notification and responding to service problems and interruptions.
l) Provide a process to notify producers of technical problems and resolutions.

3. Develop and implement user self-service facilities and related process automation resources. This may include use of industry-specific software such as Open Media Software, online submission of users' programming materials, and an online training curriculum.

4. Establish community partnerships with public and private organizations to provide additional locations for training, equipment utilization and program participation by community members.
5. Describe and develop a technology plan that would reduce the cost of providing services. The plan can be conceptual but should include sufficient detail to ascertain the proposer's technical proficiency and to determine the approximate annual cost in capital equipment funds provided to the City by state cable/video providers. By requesting a technology plan, the City is not committing to provide funds for the requested equipment.
6. Provide channel availability and programming submission alternatives to all segments of the community. The Contractor shall promote a breadth and depth of programming from all segments of the community, especially from non-profits and organizations currently funded by the City and shall:
   a) Provide cablecast, video programming at a minimum of eight (8) hours per day, seven (7) days per week, per channel.
   b) Accept programming and schedule cablecasts on access channels and channel web-streaming.
   c) Describe plans for remote services, such as editing and online content delivery.
   d) Schedule and promote programming produced by non-profit and other community organizations.
   e) Describe plans to deliver programming and services for Austin community events.

ii. PROMOTION

Promotion of Community Dialogue via cable television, other social media, and Community Partnerships.

The Contractor shall:

1. Prepare an annual promotion plan using commercial and non-profit communications media (cable & broadcast television, radio, print, and Internet), and all types of social media that describes outreach activities, special events, and partnerships with community, educational, film, music, media, other non-profit organizations, and local businesses. The plan shall include periodic meetings hosted by the Contractor and the City to inform community organizations and individuals about the CDMC resources and to elicit feedback from the organizations about their needs for the services and opportunities to enhance their mission.
2. Describe plans for an online channel program guide and other viewer services to expand cable and on-line viewership.
3. Contractor should include goals, metrics and timelines for each of the tasks described in Sections 4.3 I, II and III above.

5. CONTRACTOR PERFORMANCE

a. The successful proposer shall enter into a contract with the City for the performance of business and services as described above, accepting that the prescriptions and requirements stated in this Scope of Work and RFP shall be included in the contract. The proposal should address how proposer will accommodate these requirements.
b. The Contractor should make customer satisfaction a priority in providing services described herein. The Contractor's employees, interns, and volunteers should be trained to provide exceptional customer-service and to interact positively and politely with citizens when performing contract services. If, in the City's determination, the Contractor is not meeting these service standards, the Contractor shall take immediate actions to correct the service issues.
   i. The Contractor shall describe a process for staff training to deliver excellent service to clients and the procedures that will be used to measure success.

6. CITY REPSONSIBILITIES

a. The City will conduct a survey of users and clients of Public Access to measure satisfaction with the Contractor's performance and service at least once every two (2) years from the start date of the contract.
b. The City will provide building rental and maintenance, including landscape maintenance.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER:

I. PROPOSAL FORMAT: The proposal shall be organized in the following format and informational sequence:

A. SECTION A: GENERAL INFORMATION & DOCUMENTS

1. Business Organization:

a) State the full name and address of your organization and identify your parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, the work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which you are incorporated or licensed to operate.

b) Include a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

c) Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

2. Other Required Documents: All signed documents released shall be submitted as a part of this RFP. These documents include:

a) Signed Addenda (all pages)

b) Signed Offer Sheet (page 3)

c) Completed and Signed Section 0835 Nonresident Bidder Provision

d) Completed and Signed Section 0900 No Goals Utilization Plan (if applicable). If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include the 0900 No Goals Utilization Plan in Tab 1d. You can download the 0900 No Goals Utilization Plan at http://www.austintexas.gov/department/standard-bid-documents

B. SECTION B: PROPOSAL INFORMATION

1. Executive Summary: (2 pages or less)

a) Provide an Executive Summary which gives in brief, concise terms how your Proposal will address the Scope of Work. The Executive Summary should give an overview of how your Proposal will:

(1) Accomplish the work requested,

(2) Perform the services needed,

(3) Confront unique problems perceived along with their solutions, and

(4) Include innovative approaches to addressing the unique challenges and opportunities in the study area.

b) Include an introduction of the prime firm and, if sub-contractors are used, the project team.

2. Project Approach & Work Plan:

a) Define your overall approach to the development and execution of the requirements identified in the Scope of Work. Define your understanding of the overall project goals, the requirements and responsibilities of your firm/team's contribution to the project goals, and address how your firm/team intends to approach the project.

Identify concerns, opportunities, challenges and informational needs that your firm/team has identified in the preparation of this proposal and describe how your firm/team will proactively address these. Include any additional information you deem necessary to evaluate your firm/team's Project Approach. Specifically provide deliverables and metrics for, as well as elaborate on:

(1) Service delivery to individuals and organizations

(2) Diversity of the programming

(3) Balanced annual budget and growth targets

(4) Channel viewership

(5) Partnerships with other organizations

3. Team Structure & Personnel Qualifications:

a) Detail the qualifications, experience and expertise of the team members, including projects where the team members have worked together previously.

(1) Provide an introduction of team members with an organizational chart of the team's structure, reporting roles and key contacts.

(2) Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

(3) Provide all resumes (limit 2 page per person) and identify any special qualifications, expertise and relevant experience those personnel have that are relevant to the project.

4. Comparable Project Experience:

a) Respondent should demonstrate through the proposal a comprehensive understanding of the Scope of Work with specific experience on similar projects performed by the team and/or its members. Provide up to five examples of comparable project experience. Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2004. Comparable project experience should highlight:

(1) Delivery of similar Scopes of Work which contributed to successful master plan efforts.

(2) Knowledge of innovative fundraising options that have been applied successfully to similar efforts.

b) For each of the project examples, describe the nature of the project, project name, the agency for which the team member performed the service, the year of service, and a reference name with contact information. The response should demonstrate the qualifications of the firm/team and of the particular staff to be assigned to this project. It is important to the City of Austin that as much continuity of staffing as possible be maintained throughout the entire contract term.

5. Cost Proposal:

a) Information described in the following subsections is required from each Proposer. Your Cost Proposal shall itemize the following:

(1) Personnel Costs: Itemize each category of personnel with separate hourly rates

(2) Itemize cost of supplies and materials

(3) Other itemized direct costs

(4) If applicable, note general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.

b) Total cost schedule.

II. EVALUATION FACTORS AND AWARD

A. EVALUATION:

1. The proposals will be evaluated by a selection committee comprised of parties with expertise in Public Access cable television management, technical, legal, and finance. The City intends to evaluate the proposals in accordance with the criteria itemized below.

B. SELECTION CRITERIA:

1. Experience in public access operations and financial management, including plan to generate resources. **Maximum 30 points**

2. Management and operations plan for administration, oversight, governance, customer service, and improving efficiency. **Maximum 20 points**

3. Outreach and marketing plan for public access services and programing and to develop partnerships with community and nonprofit groups. **Maximum 20 points**

4. Cost Proposal. **Maximum 20 points**

5. Local Business Presence. **Maximum 10 points**

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

C. All required documents and acceptable MBE/WBE procurement information must be submitted for any proposal to receive further evaluation. Upon verification of successful submission of these documents and information, the proposal shall be evaluated and scored according to the chart below.

D. Interviews, Optional. Interviews, demonstrations, and/or presentations may be conducted with short-listed Contractors at the discretion of the City. Maximum 25 points.

III. TERMS

A. By submitting a proposal, Respondent acknowledges its acceptance of (a) the proposal evaluation process, (b) the criteria for selection, (c) other requirements set forth in this RFP. All proposals are subject to the following terms:

1. Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

2. Proposal Acceptance Period: All proposals are valid for a period of one hundred and fifty (150) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

3. Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

B. Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

C. This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. All eligible and responsive Proposals shall be reviewed by the City and sections of the Proposal will received a weighed evaluation score according to the Table listed in II.A.3 below. The total cumulative score, with a maximum potential value of 100, will be used in comparing proposals and selecting the Best Offer. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

ATTACHMENT B
PRODUCTION, FUNDRAISING, & UNDERWRITING GUIDELINES
MPM0308

Preamble: The City possesses facilities and equipment for the production of video and exhibition by cablecast to cable subscribers in the Austin area. The City recognizes that due to budget constraints, Contractor shall be unable to fulfill all obligations without additional revenue for operating costs. Furthermore, the City acknowledges that due to technological advances, community access cable is only one of several available methods of community media exhibition and that support of expanded community media opportunities is an important use of municipal resources. Contractor seeks to provide expanded opportunities for community media in conjunction with its services to the City and the City supports that role. This Attachment B sets forth terms by which the Contractor is authorized to utilize municipal facilities and resources to support expanded community media opportunities and generate revenue to supplement the funds dedicated by the City.

Now therefore, the City and Contractor agree to the following:

- **Users** Contractor shall develop multiple levels of User access to the City facilities and equipment. At minimum, Contractor shall provide Basic User access on an affordable basis for members of the public to utilize the City facilities and equipment for the creation of media and exhibition on public access cable channels. Basic Users shall be required to fulfill training requirements for use of the City facilities and equipment. Other Users will only want to use the facilities and equipment to generate media to be exhibited on platforms other than public access cable. Furthermore, some Users will generate their media using their own equipment and submit it to Contractor for community access cable exhibition. Finally, some community nonprofit or other institutions will seek access to City facilities and equipment for their community purposes. The City agrees that in addition to Basic Use access, Contractor shall create other tiers and/or individually tailored plans for User access with varying requirements and fee schedules.

- **Membership Drives** Contractor may use the facility, equipment and resources, including studios and airtime, to conduct membership or pledge drives to generate revenue. Contractor may use airtime to solicit funds, subject to all provisions in **Attachment B, Local Underwriting Guidelines**.

- **Training** Contractor provides affordable training to Basic Users for equipment operation and regulatory compliance necessary to produce and exhibit video on public access cable. In furtherance of its mission to provide expanded community media access, Contractor shall also provide training for other members of the community separate from the Basic User training. Contractor shall have the discretion to develop curricula and fee structures for any such additional training. Contractor shall provide Basic User training with employees as governed by the Contract. However, for all other training activities Contractor shall have the discretion to utilize part-time, temporary and/or independent Contractor staffing for such training activities.

- **Services and Rentals** Contractor may use the facility, equipment and resources to provide production, post-production, audio production, and web and Internet services, so long as such use does not adversely impact that of Basic Users. For such services Contractor may charge competitive market rates. Contractor may hire, at its discretion, part-time or temporary staff to assist when needed.

  Contractor may offer for rent the use of studio space, other physical space, field equipment, and new resources purchased with capital funds. Such rentals shall be offered at competitive market rates and shall occur in such a manner so as to not adversely impact Basic Users. Studio and physical space may be rented at times when the building is not open to Basic Users. Field equipment that is not reserved in advance by Basic Users may then become available for rent.

  In keeping with the public purpose of community media access, Contractor may provide such services and rentals to the following types of producers without pre-approval from the City:

  - 501(c)(3) organizations
  - Government entities
  - Educational entities
  - Independent filmmakers with a budget of $25,000 or less
  - Non-commercial entities involved in youth, senior citizen, disability, and/or underserved population education
  - Churches and other religious organizations

  Contractor shall establish a Rate Card for the rental and use of the City facility, equipment and resources. Contractor shall provide the proposed Rate Card and any revision to the City and the Rate Card, and any revision thereto, shall be deemed in effect two calendar weeks following it being provided to the City unless Contractor receives a written objection to the terms of the proposed Rate Card. All revenue generated by rental and use of the City facility, equipment and services provided by Contractor staff shall be allocated as City Operating Funds.

- **Basic User Services** Contractor may create additional fee-based services, either as stand-alone services, or as features of advanced membership levels, for services beyond basic public access obligations such as leased data storage, after hours use, technical support during live productions, and extra studio air time.

- **Partnerships** Contractor may leverage its capacity to provide training and services and enhance its ability to generate revenue by partnering with nonprofit organizations, local businesses, government entities and educational institutions.

- **Sales** Contractor may use the facilities and resources as a vehicle for generating commodity sales.

- **Sponsorships** Contractor may use the facilities, equipment, and resources to establish, develop, and maintain an effective sponsorship and underwriting* program, done in accordance with Local Underwriting Guidelines. Contractor may implement a more structured and thematic approach to the programming schedule to make the program grid more attractive to potential sponsors.

- **Advertising** Contractor may use the building, including interior walls, doors, and other flat surfaces for advertising content. Contractor may also use the outside of equipment cases or containers as advertising surfaces.

- **Grants** Contractor, with City approval, may hire grant writers on full-time temporary, part-time temporary, or commission basis.

* UNDERWRITING GUIDELINES

All entities contributing to a program/series on public television shall be acknowledged. Those who **contribute financially**, by providing funds for the production, are called **program underwriters**. The FCC requires that they be identified in relation to the programs funded.

The purpose of underwriter credits is to identify the entities that have provided funding for the production. Identification is limited to name, location, and business purpose. Established corporate slogans may be used to identify the funder.

Program/Underwriter Announcements:

- Maximum Credit Pod = 60 seconds
- Maximum individual credit = 15 seconds

Underwriters shall be identified at the beginning and the conclusion of a program.
The underwriting announcements (a/k/a “the pod”) may not be more than 60 seconds in length, made up of individual credits, for each funder, up to 15 seconds long. No single underwriter may receive more than a 15-second credit.

Whenever one underwriter is mentioned all shall be acknowledged. Consequently, the underwriting credit pod at the beginning and end of the program will in most cases be the same length.

Underwriters are **not identified in the program production credits**. Underwriters may **not receive a "special thanks" credit.** "Special Thanks," which are part of the production credits, are reserved for those who provided *in-kind goods and/or services*, not program funding.

The FCC policy states that noncommercial television shall remain noncommercial and that acknowledgments shall be for identification purposes (i.e., to identify but not promote the program sponsor). The FCC also specifically prohibits comparative or qualitative descriptions of products, services or companies. Additionally, company "calls to action" such as "call now," "shop today," and "visit our website" are also prohibited.

Underwriter pods are to be informative and factual. All underwriters may be identified by their name, logo, address, website and/or phone number (or any variation of these four identification features). Additional information may be provided in audio, video or both as appropriate to help identify each underwriter.

Spot Format

Underwriting pods are designed to:

- Develop awareness for institutional or product names
- Build good-will and demonstrate good corporate citizenship
- Establish a favorable presence in the community

Underwriting pods may include:

- The company's name
- Location and contact information, including Web site address
- Up to three or four product lines or services
- Company mascots, identifiable symbols and animated logos
- A recognized spokesperson's voice and instrumental music as background
- Your company's slogan or tagline, so long as it meets FCC guidelines
- Products in or out of their packaging, or consumers or employees instead of products

FCC Guidelines

According to FCC regulation, underwriting pods may **not** include:

- Calls to action ("Come in today and take a test drive")
- Superlative description or qualitative claim about the company, its products, or its services ("The best service in the industry" or "The most intelligent car ever built")
- Direct comparison with other companies, their products or services
- Price or value information ("7.7% interest rate available now" and "affordable," "discount," or "free")
- Inducements to buy, sell, rent, or lease "Six months free service when you buy" or "lifetime guarantee")
- Endorsements ("recommended by 4 out of 5 doctors")
- Demonstrations of consumer satisfaction