



April 13, 2011

To Whom It May Concern,

Please accept the included proposal from Seattle Community Colleges Television (SCCtv) for City of Seattle Request for Proposals #DIT 110031 for Public Access Cable Channel Operator.

I, John Sharify, General Manager of SCCtv, will be the contact for all communications regarding this proposal. My mailing address is: SCCtv, 9600 College Way North, Seattle, WA 98103. My phone is 206-934-3919. My email address is [john.sharify@seattlecolleges.edu](mailto:john.sharify@seattlecolleges.edu).

Thank you for this opportunity.

Please feel free to contact me if you have any questions.

Sincerely,

John Sharify

SCCtv

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

**City of Seattle Vendor Questionnaire**

INSTRUCTIONS: This is a mandatory form. Submit this form with your bid or proposal. Provide information to the extent information available. If response is incomplete or requires further description, the Buyer may request additional information within a specified deadline, or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name	SEATTLE COMMUNITY COLLEGES TELEVISION
"Doing Business Name" (dba) if applicable	
Mailing Address	9600 COLLEGE WAY NORTH, SEATTLE, WA 98103
Contact Person and Title	JOHN SHARIFY, GENERAL MANAGER
Contact Person's Phone Number	206-934-3919
Contact Person's Fax Number	206-934-3977
Contact Person's E-Mail Address	john.sharify@seattlecolleges.edu
Dun & Bradstreet number (if available)	48990000
Identify the City and State of your company headquarters	SEATTLE, WA.

Vendor Registration with City of Seattle	
Did your firm register on to the City's Registration and Roster System at <a href="http://www2.ci.seattle.wa.us/vendorregistration/default.asp">http://www2.ci.seattle.wa.us/vendorregistration/default.asp</a> ? For assistance, call 206-684-0444.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Companies doing business within the Seattle city limits must hold a Seattle Business License, including non-profit agencies. If your organization is nominated as the apparent successful Proposer, will you immediately seek a Seattle Business License?	Yes <input type="checkbox"/> No <input type="checkbox"/> STATE AGENCY

Ownership	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	NO
What year was your firm, under the present ownership configuration, founded?	1997
How many years has your firm been in continuous operation without interruption?	13
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	1997

Financial Resources and Responsibility	
Within the previous five years has your firm been the debtor of a bankruptcy?	Specify yes or no. If yes, explain. NO
Is your firm in the process of or in negotiations toward being sold?	NO
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	NO
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	NO
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	NO
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	NO

Affirmative Contracting - SMC 20.42	
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	Specify yes or no. If yes, explain. NO
Does Vendor anticipate hiring a subcontractor or new employees to perform the work required under this contract? If yes, the apparent successful Proposer will be required to submit an Inclusion Plan:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

Disputes	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> <li>• Payment to subcontractors?</li> <li>• Work performance on a contract?</li> </ul>	NO
Does your firm have outstanding judgments pending against it?	NO
Within the previous five years, was your firm assessed liquidated damages on a contract?	NO
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City?	NO

Compliance	Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	NO
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	NO

Involvement by Current and Former City Employees	Specify yes or no. If yes, explain.
Are any of your company officers or employees a current or former City of Seattle employee or volunteer? If yes, identify the employee name. Advise the employee of their duty to comply with City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	NO
Will any of your vendor employees work more than 1,000 hours (per rolling 12 months) within a City contract, combining the hours for work under this contract and any other? If so, specify the worker name. Advise the worker of their duty to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16	NO
Vendor (including officer, director, employee, trustee, or partner) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the Vendor performance. Vendor shall notify the City IT Contracts Manager in writing, if known, and the City shall make the sole determination as to compliance.	NO

Emergency Contact Information	
Please provide 24-hour emergency contact information.	
Contact Name	ROB ROSAMOND
Emergency Phone Number	206-934-3963
Back-up Emergency Phone Number	CISE YARE 206-934-3936
If your company has locations outside Seattle that can be called upon in an emergency for these products or services, please list:	Ø

Business History	Specify yes or no.
In the last five years, has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to that required by the City of Seattle?	NO

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

<b>By submittal of this form, the Vendor hereby certifies:</b>
Vendor is not debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.
During the most recent three years, the Vendor has not been convicted of or had a civil judgment rendering against the firm for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government, or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and my firm is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
Vendor has not paid, nor will pay, Federal appropriated funds (including profit or fee received under a covered Federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall notify the City of Seattle and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.
Vendor has not had a governmental or private entity contract terminated prior to contract completion or debarred from bidding, within the last five years.
Within the previous five years, vendor has not used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency.
Vendor's Offer is valid until the date the City awards a Contract or rejects all offers;
Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
Vendor shall provide immediate written notice to the City of Seattle if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
Submittal of this Vendor Questionnaire with your proposal provides authority and certification for your entire submittal.

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

**City Non Disclosure Request**

If you believe any statements or items you submit to the City as part of this bid/response are exempt from disclosure, you must identify and list them below. You must very clearly and specifically identify each statement or item, and the RCW exemption that applies. If awarded a City contract, the same exemption status will carry forward to the contract records.

The City will **not** exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package (page number)	Statement: Repeat the text you request to be held as confidential, or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 – Personal information - taxpayer
2. RCW 42.56.230.4 – Personal information – Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 – Employment and licensing – specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1 through 17) – specify which subheading.
7. RCW 42.56.270 (Items 1 through 17) – specify applicable subheading
8. RCW 42.56.420 - Security

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

### Equal Benefits Compliance Declaration

Please declare *one (1)* option from the list below that describes the Contractor's intention to comply with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules, for offices in the City of Seattle and any other United States office where work will be performed for this contract. Detailed instructions are provided on the next page.

Option A

- The Contractor makes, or intends to make by the contract award date, all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations within the United States where work on the City of Seattle contract is being performed.

Option B

- The Contractor does not make benefits available to either the spouses or the domestic partners of its employees.

Option C

- The Contractor has no employees.

Option D

- The Contractor submitted a request for Substantial Compliance Authorization to the City of Seattle to delay implementation of equal benefits. Substantial Compliance Authorization may be granted to a contractor if compliance will be delayed due to circumstances outside the contractor's control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization:  
<http://www.seattle.gov/contract/equalbenefits/eb-substantial.htm>.

Option E

- The Contractor submitted a request for Reasonable Measures Authorization to the City of Seattle to provide a cash equivalent payment to eligible employees in lieu of making benefits available. Reasonable Measures may be granted to a contractor to allow a cash equivalent in lieu of benefits that are unavailable due to circumstances outside of the Contractor's control. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization:  
<http://www.seattle.gov/contract/equalbenefits/eb-reasonable.htm>.

No United States Presence

- The Contractor does not have United State locations that are owned or rightfully occupied by the contractor, where the contractor performs direct services for the proposed contract.

Non-Compliance

- The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

### Equal Benefits Instructions

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to domestic partners of employees as to spouses of employees, and of their dependents and family members. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire.

1. Carefully fill out the Vendor Questionnaire. It is essential to your standing in the evaluation process, so it is important to understand and complete the Questionnaire properly.
2. Locations: If you have multiple offices, answer the form based on compliance for offices in the City of Seattle and any other United State locations where work will be performed for the City contract:
3. The Buyer can answer many questions. However, you may call the City Equal Benefits Coordinator, Jim Wurzer at 206-684-4535 ([Jim.Wurzer@seattle.gov](mailto:Jim.Wurzer@seattle.gov)). If necessary, you can also call the general office at 206-684-0430 to request immediate assistance. Call before you submit your bid to ensure you've filled out the form correctly.
4. The Seattle Municipal Code (20.45.010) defines "Domestic Partner" as any person who is registered with his/her employer as (having) a domestic partner, or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the Department. Whether through employer registration or through a public agency registration, the definition of domestic Partner, by City Rule, cannot be more restrictive than that provided below:
  - Share the same regular and permanent residence; and
  - Have a close, personal relationship; and
  - Are jointly responsible for "basic living expenses" as defined below; and
  - Are not married to anyone; and
  - Are each eighteen (18) years of age or older; and
  - Are not related by blood closer than would bar marriage in the State in which the individual resides; and
  - Were mentally competent to consent to contract when the domestic partnership began; and
  - Are each other's sole domestic partner and are responsible for each other's common welfare.
  - "Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.
5. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

The information you supply is used by the Buyer to determine your EB status. However, the City Buyer still will review your responses and make the final determination. If the information you supply is conflicting or not clearly supported by the documentation that the City receives, the Buyer may reject your bid or may seek clarification to ensure the Buyer properly classifies your compliance.

**Equal Benefits makes a significant difference in Bid evaluation:** Bidders that select "Non Compliance" will be rejected, unless there is no bidder that is compliant, responsive and responsible bidder. The Buyer may also find a Bidder "Non Compliant" upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank).

Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.

Minimum Qualifications Response Form  
Public Access Cable Channel Operator  
March 21, 2011  
Page 1 of 2

Proposer Name: SEATTLE COMMUNITY COLLEGES TELEVISION

**Instructions:** The following are minimum qualifications that the Proposer must meet. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal may be rejected. The City requests that Proposers who do not meet these minimum qualifications NOT respond to this RFP.

Provide the information and attachments as requested.

Experience

- a) **The Proposer is a government agency, non-profit educational agency, or other non-profit organization that has been in existence for a minimum of five years.**

State your organization's Washington State Uniform Business Identification Number or provide other documentation demonstrating that your organization meets this requirement.

UBI# 578-076-239

- b) **The Proposer has a minimum of five years experience as a video production organization or will assign to the Channel a lead executive who has a minimum of five years experience in managing a video production organization.**

State the number of years of experience your organization has in video production.

Number of years' experience 13

-OR-

State the name of the lead executive who will have primary responsibility for the operation and management of the Channel. Attach the resume of this person.

Name of Lead Executive JOHN SHARIFY

Check that resume is attached (✓) ✓





## **Proposal to act as Public Access Channel Operator for the City of Seattle**

Emmy-Award-winning Seattle Community Colleges Television (SCCtv) is perfectly positioned to provide the public with access to create and broadcast important community focused and educational programming. With our studio located on a community college campus, SCCtv is in a unique position to ensure the public's continued access to broadcasting, vastly increase the streaming of public created video content and to connect this endeavor directly with the education of current students within the Seattle Community College District. We feel it's a win-win. Bringing together public access and higher education benefits all involved and offers an exceptional educational opportunity for students and fits with the college district's mission of creating comprehensive programs for college education and training.

This proposal addresses each of the requirements requested in the City of Seattle's Request for Proposals (RFP) #DIT 110031, Public Access Cable Channel Operator and Section 12.1 of the RFP.

When the City of Seattle announced it was looking for a new provider for its Public Access channel, SCCtv felt compelled to respond to this RFP to ensure that this important public service continues. We believe SCCtv is one of the few entities with the capabilities to meet the demands of the RFP. We hope you will agree that SCCtv, a current broadcaster on Comcast's Channel 28/Broadstripe Channel 19, will do more than meet these demands while offering an uninterrupted voice to our community as we work to create a new model for our local Public Access.

The opportunity stated in the RFP does present the future operator of the City's public access with a serious challenge. The challenge is to provide a high level of service to the producers who utilize the public access channel and do so with a limited budget.

### **New Model**

To meet this challenge of providing a high level of service, SCCtv will institute a new model for Seattle's public access, which we outline below. Independence and self-sufficiency for the producers will be the goals of the new model. Producers will be responsible for ensuring their productions are created, uploaded, and that information is accurate regarding their program. SCCtv's role will be to facilitate the achievement of these goals through training and the building of an online programming portal. Instrumental to this New Model will be the inclusion of community college students to draw upon for interns, as work-study employees and as participants in program creation. We feel the connection SCCtv offers between education and public access will generate possibilities beyond our imaginations.

SCCtv offers a perfect fit. As you continue to read through our proposal we hope you'll agree with us that this positive joining of forces is invaluable. We hope you will also conclude as you read through our proposal that SCCtv will deliver.

Our new model will help SCCtv to streamline many of the costs associated with production. SCCtv's existing management and infrastructure will support many of the costs of operating another broadcast channel. SCCtv's access to interns and work-study students will help to offset many of the labor costs tied to positions that must be manned. We spent a great deal of time running through numbers, researching other public access stations across the country and had several meetings with the administrators of Denver Open Media, one of the premier public access channels in the country.

-continued-



Page Two

While we understand this may eliminate us from the competition, based on this information, we offer to fulfill our proposal to operate the public access channel for the City of Seattle, if the City can assure us that additional funding of \$90,000 per year, less than half of the \$182,000 in possible additional funds mentioned in sections 9.0 and 10.0 of the RFP, be guaranteed. SCCtv has a mandate to be fiscally responsible, and thus we can't afford to proceed, unless there is more money on the table.

**We hope that the City will entertain the possibility of an amendment to the RFP to assure additional funding to the proposer chosen as provider.**

SCCtv asks for compensation totaling \$210,000 per contract year. Please see the "City Funding" section of our proposal for a detail on how we arrived at this number.

**Proposer's Contact Information:**

John Sharify, General Manager, Seattle Community Colleges Television (SCCtv), 9600 College Way North, Seattle, Washington 98103, ph-206-934-3919, [john.sharify@seattlecolleges.edu](mailto:john.sharify@seattlecolleges.edu).

**SCCtv Administrators:**

John Sharify, General Manager,  
Rob Rosamond, Director of Technology Operations,  
Dean Cuccia, Digital Media Content Specialist,  
Tom Butterworth, Station Director

**Qualifications and Experience:**

Seattle Community Colleges Television is the broadcast station for Seattle Community Colleges, the state's largest community college district. The station began broadcasting in 1997 to serve the educational video needs of instructors and students within the colleges. Since that time, SCCtv has grown with the ever-changing needs of instruction.

As SCCtv, and its technology-focused IRIS Education division, have evolved, the station not only broadcasts educational and community focused television throughout the week, our digital delivery system streams video content by the top education video producers to over 77,000 K-12 schools and hundreds of colleges and universities throughout North America.

We also design, build and maintain websites for many of our clients. The websites vary in complexity, from the basic with minimal information and video streaming to the complex, which may involve the handling of thousands of video files for streaming, shopping cart applications and other specialized features.

This proposal is printed on Grays Harbor, Harbor 100 paper, which is processed chlorine free (PCF) paper.

**Facility:**

SCCtv operates out of its studio and offices located on the North Seattle Community College campus, 9600 College Way North, Seattle, WA 98103. SCCtv is a self-funded operation and not supported by funds coming from Washington State. As a result, SCCtv has been provided space within the district

-continued-



Page Three

but pays rent for use of the space. The space includes a medium sized studio and office space.

Should the City of Seattle choose SCCtv to operate the Public Access channel, SCCtv may acquire additional space from the college that will serve as the primary gear check out location, the location for at least one edit station and potential additional office space. The facility is located in a neighborhood with street parking. The college maintains significant parking lot space, which is available to anyone for a small fee. The college/studio is located on a main bus line and, with the opening of a just completed Opportunity Center for Employment and Education, we anticipate additional bus access soon.

### **Cable Broadcast Transition Plan:**

The transition period begins once the contract has been awarded and extends through the first six months of operation.

Technical Plan: SCCtv has already upgraded its system to allow for a broadcast server to be dedicated for the public access channel. We will utilize a Televue B1000 or the Tightrope Cablecast broadcast server currently in use by the public access provider. We have already coordinated with Comcast to sort out the technical issues involved with connecting a second output from SCCtv. Once SCCtv receives the contract to operate the Public Access channel, we will contact the Comcast technicians to implement connection. We will discuss and plan the receiving of programming from the current server, place it on the B3000 and begin test broadcasting. At midnight, July 1, 2011, a Comcast technician will switch from the present signal to our already broadcasting signal.

We will contract with the Open Media Foundation, based in Denver, to install and integrate the open media tools they have created for public access stations. The software they offer marries a number of tasks including upload of material, gear check out, program scheduling and more. We may further customize these applications for our use.

Operation Plan: SCCtv will contact all the current producers regarding permission to continue broadcasting their programs. This communication will likely contain language letting them know that we will continue broadcasting their existing programs, honoring the current agreements they have with the current provider unless they choose to opt-out and inform us not to broadcast their programs. This notification will be posted on the SCCtv website, the new website for the Public Access channel and we will encourage the City's Office of Cable Communications to post it at applicable locations on their website as well.

Gear: We will work with the Office of Cable Communication to develop a schedule regarding removal of the broadcasting gear from the current public access broadcasting facility. The gear checkout area and at least one edit station will be set up.

Additional Position: SCCtv will employ at least one additional employee either full or part time, to help during the transition and potentially as a permanent addition to staff.

Additional Space: SCCtv is already in discussion with campus authorities regarding additional storage and active space.

Students/Interns: SCCtv will announce to instructors and students that new opportunities for

-continued-



Page Four

work-study and internships exist on campus. We envision students being trained to work as crew, to help train members of the public on the new on-line interface system and help with gear checkout.

#### **Streaming Media Transition Plan:**

SCCtv will develop a website based on the Open Media Foundation model. This model allows producers to upload, via the Internet, their programs, the programming data accompanying the program and allows for varying levels of self-programming. The producer's program will be automatically encoded for the broadcast server and will simultaneously encode itself for on-demand streaming. The system will be set up and tested.

The Open Media Foundation also relies on licensing material with the Creative Commons license to allow for upload to the website archive.org. All producers will be required to sign the Creative Commons licensing agreement. Participation with archive.org will provide all producers with a vastly larger national and international viewing audience. Also, any program uploaded to archive.org is available for broadcast on any other member public access channel.

#### **Operation:**

SCCtv will launch what we call the new model beginning in July. The new model allows a high level of access for the public and requires fewer personnel and is less expensive. When we begin operation on July 1, SCCtv will offer limited services to the public until systems are in place with accurate inventory and the gear room and work stations are set up. More and more services will then be added as time and budget allow. For instance, very limited studio time will be offered at first. SCCtv will not offer live broadcasting. These two services are expensive to offer and may be increased or added after enough time has passed to determine what the budget will allow. Again, our goal will be to empower producers who are independent.

**Membership and Fees** – As a new organization, we will set up a membership fee structure and an online method for becoming a member. SCCtv will also institute some gear rental fees and training fees. It is our hope to have the membership application function available shortly after acquiring the contract to provide public access. Members will also be required to license their existing and future content under Creative Commons in order for it to air on the public access station. This requirement will allow us to utilize all of the features Open Media software. The membership sign-up process will include questions about proficiencies the member had attained with the previous public access provider. When checking out gear these members will be asked to provide proof of these proficiencies.

**Grant and other Funding Opportunitites** – SCCtv will investigate other potential funding sources for public access, including contracting with a grant writer.

**System Training** – Besides posted instructions on how to use the new system, SCCtv will also immediately offer limited in-person training for member producers on how to use the new system. Any producer with questions regarding the new system will be able to email or call with questions. Based on demand and once the new system is up and running, during the transition period we will offer weekly instruction hours during which we will offer in-person training on how to utilize the new system. During the transition period we will adjust the on-going frequency of in-person training according to demand. All training will be scheduled online.

-continued-



Page Five

**Gear Check-Out** – The new system incorporates a gear check-out component. Once the gear room is set up, gear check out will begin. Limited gear instruction will be available upon check out. At first check out, members may be asked to demonstrate some knowledge of gear operation. All gear checkout will be scheduled online.

**Studio Access and Live Broadcasting** – Offering studio time and live broadcasting are both costly. SCCtv will offer limited studio access. Studio access will likely increase after this initial period at a level funding can sustain. At this point, SCCtv will not guarantee any live broadcasting. Programming created in the studio will be recorded "as live." Studio producers will be responsible for locating their own crew, will be expected to record their shows and then upload the shows, using the online open media applications.

**Media Training** – SCCtv will create training information that will be posted on the new website. SCCtv will also offer, limited initially, media training in the use of field gear and studio equipment. **The level of in-person media training will increase according to demand.** All training will be scheduled online.

**Outreach** – SCCtv will, via email efforts and website postings, reach out to current producers as well as youth, people of color, immigrant and refugee populations, and disadvantaged communities. We are fortunate to reside on a community college campus that already has extensive connections to most of these communities. The Seattle Community Colleges are among the most diverse community colleges in the country. The Seattle Community Colleges currently recruit minority students and employees and conducts regular outreach, including in-person visits to schools within the Seattle Public School District and other districts in the Puget Sound area. SCCtv will work with District employees at each of the colleges to find ways in which this outreach can include information about public access that will encourage the use of public access by these communities. We will also make use of broadcast time on SCCtv and the public access channels to reach these communities. We will explore the possibility of airing public service announcements within the other PEG channels broadcasting in Seattle. We will also look for other opportunities, including print, poster, billboard and web to reach these communities.

**Policies and Procedures** – SCCtv already has its own policies and procedures on which to base policies and procedures for a public access channel. We will also take into considerations the policies of other public access channels around the country. We are already in discussions with our attorney regarding adaptation.

#### **City Funding:**

The RFP stipulates a total compensation of \$360,000 for the period of the contract, three years and one month. While sections 9.0 and 10.0 add that there is a potential of additional funding, the current level of funding averages to \$120,000 per year over the contract. We are proposing to operate the public access channel at a rate that includes some of the additional funds mentioned in RFP sections 9.0 and 10.0. That rate is \$210,000 per year for the duration of the three year, one month contract.

As you are aware, cable broadcasting and web streaming are expensive ventures. The funding available to the new provider of public access is a fraction of past support and, especially in this economy, other streams of revenue are fairly scarce.

-continued-



Page Six

After conducting extensive research, holding discussions with administrators at Denver Open Media and running through our own numbers, we arrived at the conclusion that it would be impossible to achieve the service requirements of the RFP and remain solvent at the current level of funding offered in the RFP. SCCtv already operates a functioning broadcast channel and supports its administrators through its existing self-supporting activities; so many of the costs a broadcasting entity will incur are already covered by our existing structure.

But still, the operation of the public access channel new model, as we outlined in our proposal, will incur its own debts. The following represent some, not all, of the significant costs we anticipate and total \$210,000 annually:

- Annual salary and benefits of one full time employee dedicated to managing the operation, \$65,000 (with potential of hiring additional part time/full time personnel).
- Portion of annual salaries of SCCtv staff in support of public access channel, \$51,000 (based on an average of one day a week for each of two existing personnel, two days a week for a third, one as manager, one as technical support and one as web support).
- Purchase of and on-going development and support for Open Media Foundation software system, up to \$20,000.
- Estimate of minimal annual maintenance of gear and gear replacement, \$5,000 - \$10,000.
- Active space and storage space annual rental, up to \$30,000.
- Moving costs, \$5000.
- Studio upgrade engineering costs, \$10,000.
- 10% contingency fund.

Our research provided us with a variety models and direct funding levels for the operation of public access channels. One significant difference between the proposed funding by the City of Seattle and other cities is that most cities include a Capital Budget as part of their funding. In many cities, the entity operating the public access channel will receive both direct funding and capital budget support.

There are many unknown costs that we can't account for at this point in time. It is very likely the existing staff time could average much higher than we predict, sending the cost of that time soaring much higher (time taken away from income-generating projects at SCCtv).

We anticipate hiring only one employee fully dedicated working with the public access channel, but we must account for the possibility that other positions, either part time or full time, may be required.

A significant unknown is the annual cost of gear maintenance. At SCCtv, we take very good care of our gear and very few people handle it. As a result, our expenditure for maintenance is very low and we only replace gear in order to keep up with technology. Maintenance costs are generally much

-continued-



Page Seven

higher for gear handled by a lot of people. The potential for gear to be damaged or broken also increases dramatically. Our estimate is fairly conservative and based just on all the cameras receiving basic maintenance cleaning and alignments twice annually and the replacement of one camera each year.

The RFP encourages utilizing other sources of income beyond the financial support offered by the City of Seattle. We see the existing infrastructure of SCCtv as being an additional source of income, as the public access channel will be able to share many of the existing functions SCCtv already pays for.

**Conclusion:**

I hope you will agree that SCCtv is the best option to act as the public access channel operator for the City of Seattle. Our new model will open up an array of opportunities for producers to access the channel and offer new options for streaming media to a much larger audience. As part of the state's largest community college district, SCCtv will help ensure the public's continued **access** to broadcasting and streaming.

Sincerely,

John Sharify  
General Manager, SCCtv

**S. JOHN SHARIFY**

206.985.3919

johnsharify@comcast.net

**SUMMARY OF QUALIFICATIONS**

37 time Emmy Award-winning broadcaster, savvy in business development. High energy manager experienced in creating synergy between a diverse group of personalities.

**PROFESSIONAL EXPERIENCE**

- Seattle Community Colleges Television** 2008-present
- General Manager of SCCtv
- KING 5 News, NBC affiliate/Seattle** 2009-present
- Contributing Correspondent
- Independent** 2007-2008
- CBS 48 Hours, Freelance Producer
  - KCTS Connects, Contributing Correspondent
  - Pet Bird Entertainment *Forever New Orleans*, Writer
  - Hope Heart Institute, Storyteller
- KOMO 4 News, ABC affiliate/Seattle** 1989 to 2007
- General Assignment Reporter, daily newscast
  - Web Reporter, filing daily stories for komotv.com
  - Radio Reporter, filing live reports for KOMO 1000
- WPIX TV, Tribune Company/New York City** 1981 to 1989
- General Assignment Reporter
  - Contributing Reporter for Independent Network News (INN), a syndicated national news program produced by WPIX
  - Feature Reporter, *Best Talk in Town*, a daily magazine show
  - Producer of Public Affairs programs
- WNYC TV, New York City** 1980 to 1981
- Producer, photographer, editor, *Varsity Update*, a monthly magazine show
- 2001 to present
- Workshop presenter, trainer, lecturer, instructor
  - Storytelling workshops in Denmark for Danish journalists, 2008, 2009
  - Storytelling workshops for NRK ( National Television Network) in Norway, 2010
  - Mentoring workshop presenter, National Academy of Television Arts and Sciences (NATAS), 2002 to present
  - Advanced Storytelling workshop presenter, National Press Photographers Association/ Kentucky 2006, 2007
  - Memorable Stories workshop presenter, Montana Associated Press Awards, 2007
  - Broadcast Storytelling professor, University of Washington, 2006

- *The Art of Storytelling* workshop, KBCI-TV/Boise, 2005
- *Making Masterpieces* workshop presenter, Society of Professional Journalists, 2005
- *Broadcast Journalism* lecturer, Pacific Lutheran University, 2004
- *Making of a Murrow* instructional DVD

#### PROFESSIONAL RECOGNITION

- 6 *National Edward R. Murrow Awards*, including three for Writing
- 20 *Regional Edward R. Murrow Awards*, including five for Writing
- 37 *Regional Emmy Awards*, including six for Writing and six as Top Reporter
- 137 *Regional Emmy* nominations
- 19 *Best of the West Awards*
- National Education Writers Association Award in *Documentary* category, 2001
- *Lifetime Achievement Award*, Academy of Religious Broadcasting, 2007
- Seattle Union Gospel Mission Award for compassionate reporting of homeless, 2007
- *Lifetime Achievement Award*, Arab Anti-Discrimination Committee, 2005
- *Take Action Award*, King County Coalition Against Domestic Violence, 2003
- Additional awards conferred by the Academy of Religious Broadcasting, Associated Press and Society of Professional Journalists, Telly Awards, 1997 to present

#### COMMUNITY INVOLVEMENT

- 2006 to 2010, president of the board, Northwest Chapter of NATAS
- 2002 to present, mentor, NATAS mentorship program and board member
- 2001-2007, president of the board *People Helper*
- 2009-present, board member of *Angel Helper*
- 2004-2006, vice president of the board, NATAS

#### EDUCATION

- Master of Fine Arts degree, Film Directing, Columbia University, 1981
- Bachelor of Arts degree, Political Science and Near Eastern Studies, Princeton University, 1979



City of Seattle

WMBE Inclusion Plan

(SMC CH. 20.42)

RFP Number & Title:

#DIT 11031 FOR PUBLIC ACCESS CABLE CHANNEL OPERATOR

Vendor Name:

SEATTLE COMMUNITY COLLEGES TELEVISION

The City intends to provide the maximum practicable opportunity for successful participation in City contracts by minority and women owned firms, given that such businesses are underrepresented. In the Agreement with the City, the Apparent Successful Proposer will be required to agree with Seattle Municipal Code Chapter 20.42, Equality in Contracting. Consistent with administrative rules, the City believes there are no meaningful subcontracting opportunities for services associated with the Public Access Cable Channel Television Operator. However, if the Apparent Successful Proposer believes there are meaningful subcontracting opportunities, it will submit a WMBE Inclusion Plan by responding to the questions below. The Plan shall become part of the contract.

The City defines WMBE firms as those that self-identify to be 51% woman and/or minority owned. Subcontracting is defined as direct performance through subcontracting within the proposed project team to fulfill the contract work.

Of the total contract work, what is the percentage of WMBE participation proposed for subcontracting on your team? This percentage will become a contract commitment.

Specify the percentage participation of woman owned subcontracting, out of the total work identified in the RFP. This percentage will become part of the contract.	%
Specify the percentage of minority owned subcontracting participation, out of the total work identified in the RFP.	%

Name the WMBE team members you intend to use. Describe the work you expect the WMBE firms to perform. Identify the dollars or percentage of total contract value intended for each WMBE firm. The City may request letters of commitments that show agreements between your company and the subcontractors before contract execution. The utilization goals provided on page 1 become a material part of the contract. Should the contract scope require changes to the WMBE firms or WMBE utilization, the Operator is required to discuss such changes and pursue continued commitments for WMBE utilization consistent with the changes in contract scope.

Name of WMBE Company	Specify whether a self-identified Women or Minority Business	Describe Task	Describe percentage of the City dollar resources for subcontract to this WMBE

DO NOT INTEND TO UTILIZE CONTRACTORS.

Proposer Name: Seattle Community Colleges Television (SCCtv)

**CUSTOMER REFERENCES**

Use the table below to list three customer references for your organization. At the City's option, the City may contact references only of the finalist Proposers.

**RESPONSE:**

Organization Name and Contact Person	Phone Number	E-mail Address	Description of Services Provided (100 words or less)
--------------------------------------	--------------	----------------	--

Jill Wakefield, Chancellor Seattle Community Colleges	206-587-3872	Jill.Wakefield@seattlecolleges.edu	
--	--------------	------------------------------------	--

*cut 7/6/11  
7/11/11*

Seattle Community Colleges Television serves the college district in a number of ways throughout the school year. Each school year we tape and stream several events for the colleges, kicking off with Convocation and including the college's annual Martin Luther King, Jr. ceremony. SCCtv also creates video content for the district. Among this year's projects: A video that humorously introduced each of the new college presidents to the district instructors and staff, a series of videos aimed at legislators called "Do You Have a Minute" which told the stories of several people helped by Worker Retraining funded schooling.

Mark Mitsui, President North Seattle Community College	206-527-3601	Mark.Mitsui@seattlecolleges.edu	
---	--------------	---------------------------------	--

SCCtv was chosen by Mark, who was at South Seattle Community College at the time, to create a series of 15 videos as part of a \$2.6-million AANAPISI grant the school received. Over a hundred interviews have been conducted for these videos which focus on encouraging minority and underprivileged students, specifically those from the Asian Pacific Island Community, to attend college. Our successful work on the grant expanded to include several other projects, including two websites. Mark has since become President at North Seattle Community College where he has now involved us in a number of new projects.

Jean Walkinshaw, Producer	206-323-3079	jeanwalk@comcast.net	
---------------------------	--------------	----------------------	--

For over 40 years, Jean Walkinshaw has been telling human stories, most rooted right here in the Pacific Northwest, leading to eight Northwest Regional Emmy Awards. In 1992, she was inducted into the National Academy of Television Arts and Sciences Silver Circle for 25 years of significant contribution to the TV industry and community. Fortunately, Jean is still creating her Remarkable People series for SCCtv. We are also currently working with Jean on a grant funded project enabling us to help Jean to digitize much of her television archive, containing programs and footage that helped create the dialog of change in the Northwest.

# CERTIFICATE OF LIABILITY INSURANCE

Issue Date 12/10/2009

ISSUED BY:  
 State of Washington  
 Office of Financial Management  
 Risk Management Division  
 PO Box 41027  
 Olympia WA 98504-1027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

INSURED:  
 State of Washington  
 Seattle Community Colleges  
 ATTN: Kurt Buttlemann  
 1500 Harvard Avenue  
 Seattle, WA 98122

COVERAGE AFFORDED BY  
**State of Washington Self Insurance Liability Program**  
 THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

## COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				STATUTORY
<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:

CANCELLATION

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

*Claudia Schmitz*  
 Claudia Schmitz, Coverage Administrator

CERTIFICATE NUMBER

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SCC tv</b>	
Business name/disregarded entity name, if different from above <b>Seattle Community Colleges Television</b>	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government</b>	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>9600 College Way N.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Seattle, WA 98103</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	1	-	0	8	2	6	8	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Cise Jane</i>	Date ▶ <i>04-11-2011</i>
------------------	---	--------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## SCCtv / North Seattle Community College Rent Agreement

Seattle Community College Television (SCCtv) and North Seattle Community College (NSCC) have an agreement by which SCCtv rents space in the Education Building on the NSCC campus. This document reflects one change to the pre-existing agreement that took place during the 2009-2010 fiscal year and a new agreement that will begin July 1, 2010 that fundamentally changes the agreement as it has existed in the past.

### 2009-2010 Rent:

Our rent this current fiscal year 09/10 totals \$36,618.50. The agreement calls for half of this amount in cash (\$18,309.25), the other half in trade-out. We have made one payment of \$7,026 and will be making a second payment for the remainder owed, \$11,283.25. Of the in-kind portion, SCCtv has performed \$2,500 worth of filming for NSCC and that would leave \$15,809.25 remaining for NSCC to utilize.

### The Details

Our rent for the five rooms we occupied at the beginning of the fiscal year has traditionally been \$42,156, or \$3513 per month. In January we returned one of the classrooms we've been using, room ED0840A, to the college. Rent for the remaining five months is figured at the lower rate of \$2405.50 per month, based on the rent savings of \$13,290 discussed in a July 27, 2009 email from Orestes Monterey.

7 months at \$3513 totals \$24,591.  
5 months at \$2405.50 totals \$12,027.50  
Total Rent \$36,618.50

### New Rent Agreement 2010- :

This new agreement will commence July 1, 2010. It is open to renegotiation at any time both parties agree to do so.

SCCtv agrees to pay NSCC, in cash, an annual rent of \$29,000, based on the amount of \$2405.50 per month over a 12-month period (totaling 28,866) and rounded up. This amount will be paid in three payments, a \$10,000 payment due on or around September 15, a \$10,000 payment due on or around February 15 and a final payment of \$9000 due on or around June 15<sup>th</sup>.

### Trade-Out Option

As in the past, should NSCC need the web or video services of SCCtv, the work value can be traded out for rent owed. Set up in this way, trade-out only occurs when it is needed.

Should NSCC want to do web or video production work with SCCtv during a given year, the value of that work will be determined and that value will be deducted from what SCCtv owes to NSCC in the final annual payment. As an example, should video and web work SCCtv performs for NSCC equal a value of \$4000, the final rent payment SCCtv makes to NSCC would be in the amount of \$5000.

Should the amount of work exceed the final rent payment of \$9000, the trade out value would then begin deducting from the second payment, etc. For instance, should NSCC want a combination of video and web work from SCCtv with an estimated cost of \$11,000, SCCtv would not make the final annual payment of \$9000 and would deduct \$2000 from what is owed in the second annual payment.

All parts of this agreement are open to negotiation at any time, based on the wishes of both parties.

John Sharify June 4, 2010  
John Sharify, SCCtv General Manager Date

Alan Ward 6/7/10  
Alan Ward, NSCC Interim President Date

**2011 CONTRACT**

**INSURANCE REQUIREMENTS TRANSMITTAL FORM**

FOR CITY USE ONLY: COMPLETE ALL YELLOW HIGHLIGHTS

Contract: **Public Access Cable Channel Operator** Contract Number: **DIT 110031**  
Contract Manager: **Ann Kelson** Department: **DOIT** Telephone: **206-684-0539**

**INSURANCE REPRESENTATIVE** — ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

• **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.**

NAME: **ALAN WARD** POSITION: **CFO**

NAME OF COMPANY: **SEATTLE COMMUNITY COLLEGES**

EMAIL: **ALAN.WARD@SEATTLECOLLEGE.EDU** TELEPHONE: **206-587-4111** FAX: **206-934-3977**

• **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:**

THE CITY OF SEATTLE  
ATTN: (IF BLANK, "RISK MANAGER")  
P.O. BOX (IF BLANK, "P.O. BOX 94669")  
SEATTLE, WA 98124- (IF BLANK, "-4669")

• **SEND COPY OF CERTIFICATION INCLUDING COPY OF ADDITIONAL INSURED PROVISION BY EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO [ANN.KELSON@SEATTLE.GOV](mailto:ANN.KELSON@SEATTLE.GOV) AND [RISKMANAGEMENT@SEATTLE.GOV](mailto:RISKMANAGEMENT@SEATTLE.GOV).**

The Contractor shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

**A. STANDARD INSURANCE REQUIRED:**

**Commercial General Liability (CGL)** or equivalent insurance including coverage for:  
Premises/Operations, Products/Completed Operations, Personal/Advertising Injury  
Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy).  
Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and  
property damage ("CSL") except:  
— \$ 1,000,000 each offense Personal/Advertising Injury  
— \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.

**Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The  
minimum limit shall be \$1,000,000 CSL.  MSC-90 and CA 99 48 endorsements.

**Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

**B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:**

**Federal Maritime Insurance**  **U.S.L.&H.** minimum limit \$1,000,000.  **Jones Act** minimum limit  
\$1,000,000.

**Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The  
minimum limit shall be  \$1,000,000 or  \$ each claim.

**Umbrella or Excess Liability** "follow form" insurance over primary CGL and Automobile Liability insurance  
limits, if necessary, to provide total minimum limits of liability of  \$2,000,000  \$ each  
occurrence combined single limit bodily injury and property damage. These required total minimum  
limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess  
limits.

**Contractor's Pollution Liability** insurance with minimum limits of liability of  \$1,000,000  \$  
each claim.

insurance with minimum limits of  \$1,000,000  \$

ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, and Contractor's Pollution Liability Insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor's Pollution Liability insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
  2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- D. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Contractor or any of the Contractor's insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- E. SUBSTITUTION OF SUBCONTRACTOR'S INSURANCE:** If portions of the scope of work are subcontracted, the subContractor or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.
- F. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- G. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Contractor shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Contractor's financial responsibility for liability for services performed.
- H. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- I. SELF-INSURANCE:** The City acknowledges that the Contractor may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** The Contractor or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT  
ADDITIONAL INSURED ENDORSEMENT  
OR  
BLANKET ADDITIONAL INSURED WORDING  
ATTACHED TO THE CERTIFICATE!**