

CABLE TELEVISION (CATV) FRANCHISE AGREEMENT

IDENTIFYING DATA

1. RFP N62470-78-R-3012
2. Date RFP Issued: MAY 9 9 1978
3. Authority: 16 U.S.C. 420; 43 U.S.C. 361; 47 C.F.R. 76
4. Bid Location: Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina
5. Premises to be Served:
  - a. Marine Corps Base, Camp Lejeune, N. C.
  - b. Naval Regional Medical Center, Camp Lejeune, N. C.
  - c. Marine Corps Air Station (Helicopter), New River, Jacksonville, N. C.

REQUEST FOR PROPOSALS

6. A proposal for the furnishing of CATV services to the premises specified in block 5 is requested. The proposal may be made by completing the "OFFER" section below and Schedules A and B of this Franchise Agreement. Sealed proposals in original and three copies shall be received in the place specified in block 4 until 2:00 P.M. 18 July 1978, hence called the Proposal Date.

OFFER

7. In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 120 calendar days of the Proposal Date, to furnish CATV services to the premises specified in block 5 in accordance with the terms and conditions of the specification (comprised of Sections 00'01, 01001, 20016, 30016 and 40000) and Schedules A, B, and C attached hereto and a part hereof. The following Amendments to these Bidding Documents were received and have been considered in making this offer (if none, so state):

Amendment No. 1.

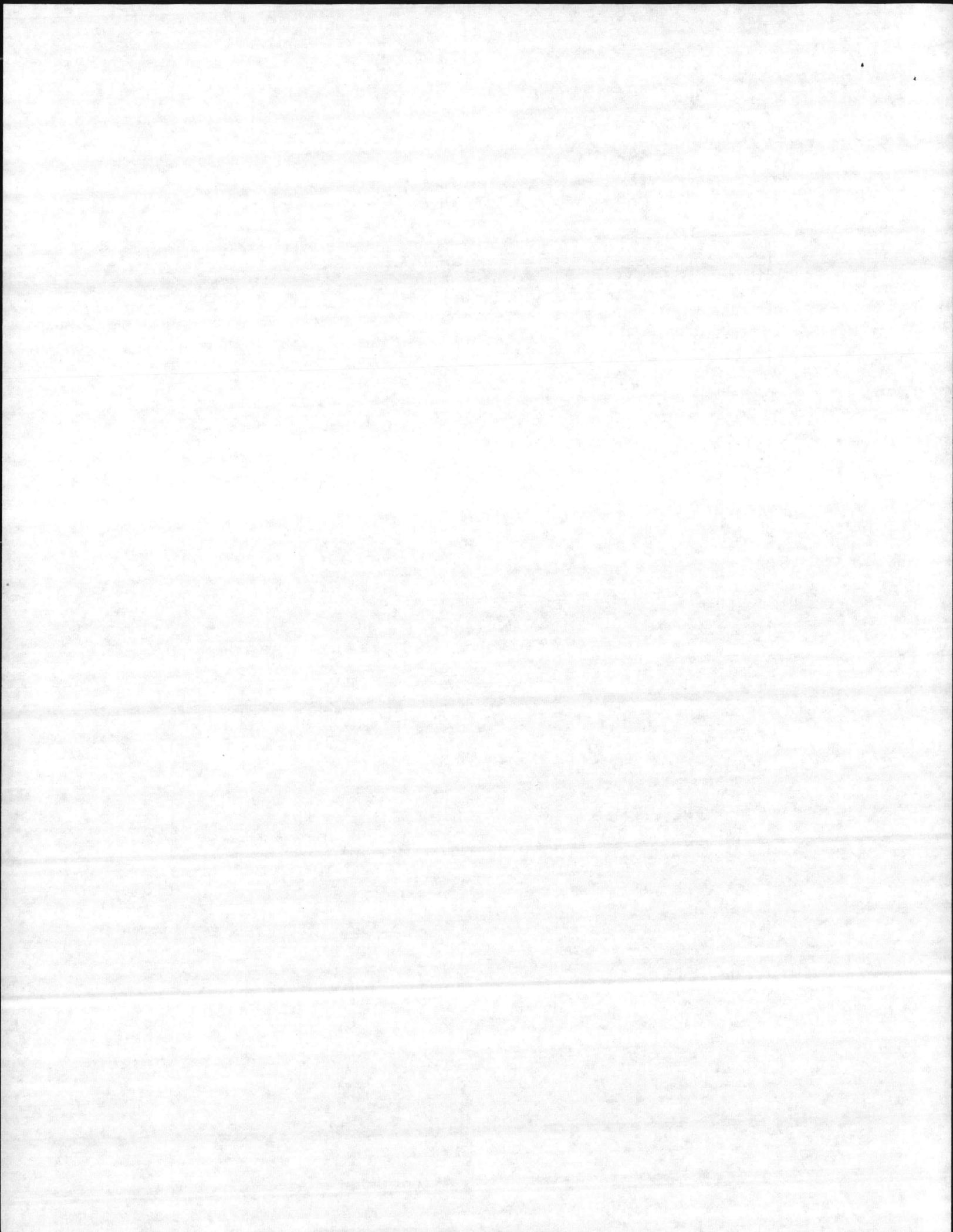
8. Company Name: TELEPHONICS COMMUNICATIONS INC  
 Address: 504 S. ...  
 Telephone Number: 417 ...
9. Name and Title of Person Authorized to Sign Offer: Gen. ...
10. Signature: \_\_\_\_\_
11. Date Signed: 7-17-78

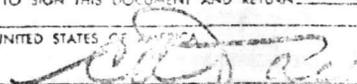
ACCEPTANCE AND AWARD

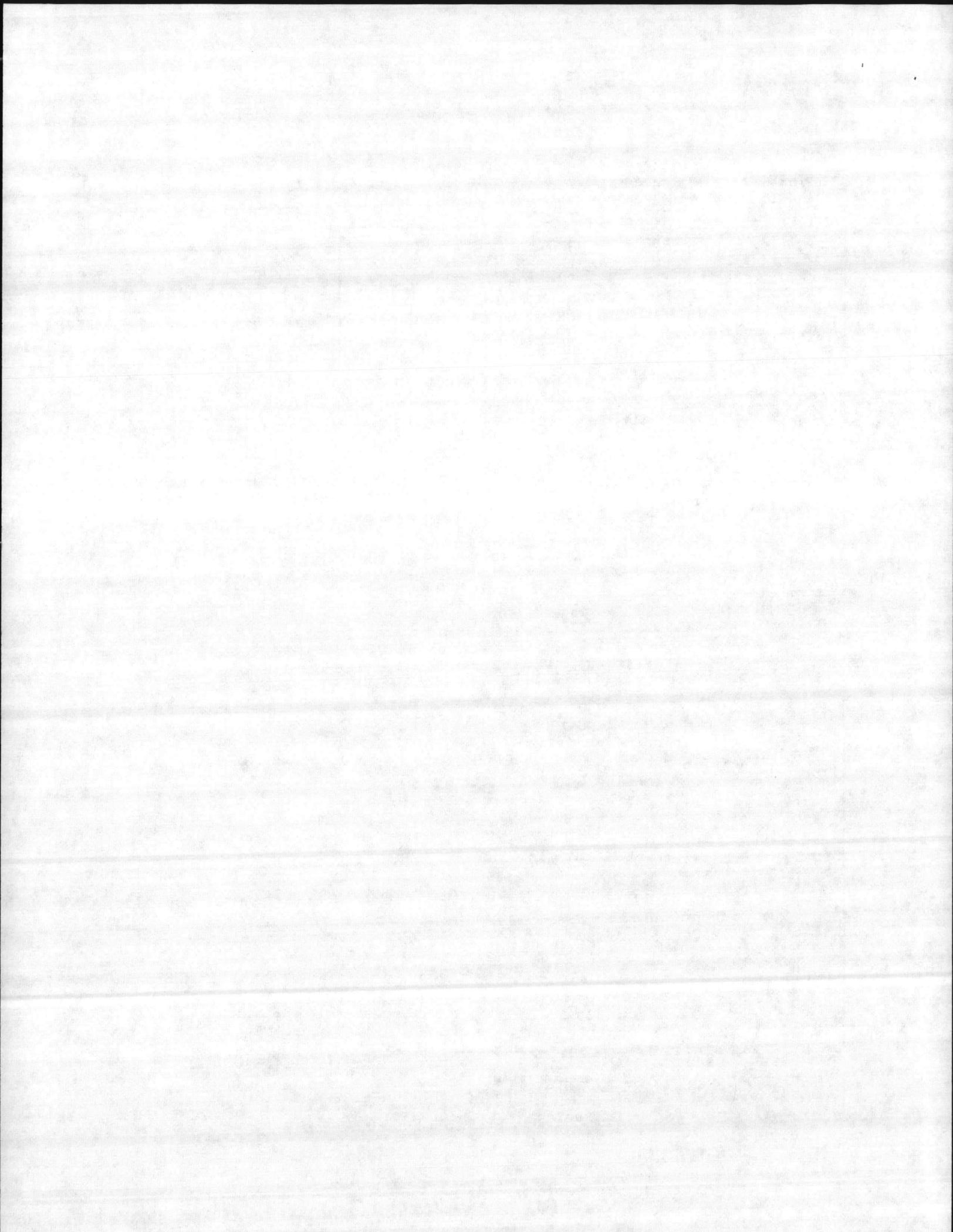
The Offer made above is accepted and award is made in accordance with the terms and conditions therein.

12. UNITED STATES OF AMERICA

By: C. W. TACK 13. Date of Award: 11 Aug 1978  
 C. W. TACK, Commander  
 Civil Engineer Corps, USN  
 For Commander, Naval Facilities Engineering Command  
 (Contracting Officer)



STANDARD FORM NO. 10, JULY 1968 GENERAL SERVICES ADMINISTRATION FD-1000 REG. 141 (72) 1-10-101		<b>AMENDMENT OF SOLICITATION</b>		PAGE <b>1</b> OF <b>7</b>																				
1. AMENDMENT NO. <b>1</b>		2. EFFECTIVE DATE <b>30 Jun 78</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If any) Spec. No. <b>0578-3012</b>																				
5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		CODE <b>43-260</b>	6. ADMINISTERED BY (If other than block 5)  CODE																					
7. CONTRACTOR NAME AND ADDRESS  <b>TELEVISION COMMUNICATIONS INC</b> <b>601 National</b> <b>Springfield, Mo 65802</b> <small>(Street, city, county, state, and ZIP Code)</small>		CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> <b>N62470-78-R-3012</b> DATED <b>26 May 78</b> (See block 9) <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DATED _____ (See block 11)																				
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: <b>BY ACKNOWLEDGING EACH AMENDMENT ON THE OFFER</b> FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																								
10. <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Appropriation and Subhead</th> <th>Obj. Cl.</th> <th>Bureau Contr. No.</th> <th>Sub-Allot.</th> <th>Authorization Acct'g Act'y</th> <th>Trans. Type</th> <th>Property Acct'g Act'y</th> <th>Country</th> <th>Cost Code</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </tbody> </table>					Appropriation and Subhead	Obj. Cl.	Bureau Contr. No.	Sub-Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Country	Cost Code	Amount										
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11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.																								
12. DESCRIPTION OF AMENDMENT <p style="text-align: center;"><b>CABLE TELEVISION (CATV) FRANCHISE AGREEMENT</b></p> <p style="text-align: center;">at the</p> <p style="text-align: center;">Marine Corps Base, Camp Lejeune, North Carolina Naval Regional Medical Center, Camp Lejeune, North Carolina Marine Corps Air Station (Helicopter), New River, Jacksonville, North Carolina</p>																								
GENERAL: Substitute the following attached pages:  1. Front Page, CABLE TELEVISION (CATV) FRANCHISE AGREEMENT 2. Schedule A - Page 1 3. Schedule B - Page 1																								
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.																								
13. <input checked="" type="checkbox"/> OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE																								
14. NAME OF CONTRACTOR/OFFEROR BY _____ <small>(Signature of person authorized to sign)</small>		17. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>																						
15. NAME AND TITLE OF SIGNER (Type or print) <b>Leo Haines V. Pres.</b>	16. DATE SIGNED <b>7-17-78</b>	18. NAME OF CONTRACTING OFFICER (Type or print) <b>C. A. TACK, CDR, CEC, USN</b> Officer in Charge	19. DATE SIGNED <b>30 Jun 78</b>																					



Paragraph 3. Award of Franchise: Add the following subparagraph e:

"e. In order to enable the Officer in Charge to establish the responsibility of the Offeror, the Offeror will be required to submit to the Government upon request, prior to and contingent for award, information as to the Offeror's character, legal and financial status, technical competence, other qualifications, and feasibility of the Offeror's construction arrangement. Information required may include, but may not be limited to, the following:

- (1) Biographical data on the applicant's proposed management
- (2) Comprehensive evidence and supporting financial data attesting to applicant's financial responsibility including the ability to obtain the required funds to finance the construction of the CATV system contemplated in the application."

Paragraph 5. Explanation to Offerors: Fifth line. After "offer.", delete "A pre-proposal conference is presently scheduled at the Bid Location at 2:00 P.M., 21 days prior to the Proposal Date."

Paragraph 1. Scope of Agreement: Fourth line. Change "threon" to "thereon". Eighth line. Change "othwise" to "otherwise".

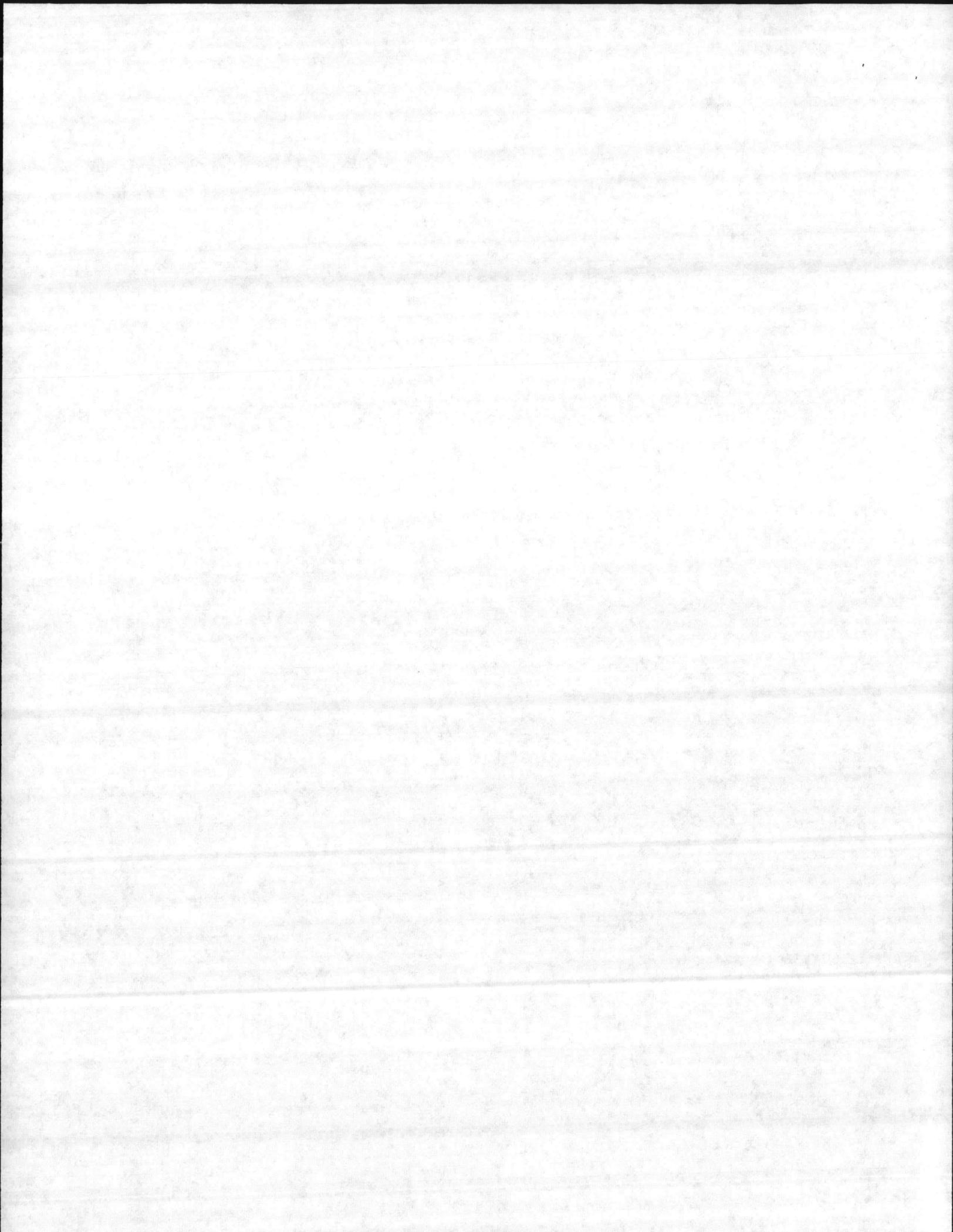
Paragraph 2. Definitions: Subparagraph d, "Subscriber", second line. Change "apprriated" to "appropriated".

Delete the text of subparagraphs k and q and insert for each subparagraph: "THIS PARAGRAPH NOT USED."

Subparagraph 1: Last line, delete "single".

Subparagraph r. Change this subparagraph to read: "Initial Market: Those prospective subscribers who the Officer in Charge, after consultation with the Contractor and review of any approved market survey made by the Contractor, determines shall receive service in the early months of the term of the franchise."

Subparagraph t. Change "Home Box Office" to read "Movie Channel". Second line, after "provide", insert "an approved".



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Paragraph 12. Construction and Operation Deadline: Change this paragraph to read "Construction and Operation Deadline: The CATV system shall be in full operation and in full compliance with the technical requirements of this Agreement as to the initial market within 270 days after receipt of FCC Certificate of Compliance."

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Paragraph 13. Continuity of Service:, subparagraph b, first line. Change "whaterver" to "whatever".

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Paragraph 18. Existing Government Poles, Equipment and Underground Facilities: Line 12. Change "is" to "his".

Paragraph 19. Government Furnished Utilities: Fourth line, change "my" to "may".

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Paragraph 22. Safety Requirements: Fourth line, delete third word "to".

Paragraph 25. Termination for Default: Second line, delete "of".

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Paragraph 26. Government Liability Upon Expiration or Termination: Line 5, delete "of the expiration".

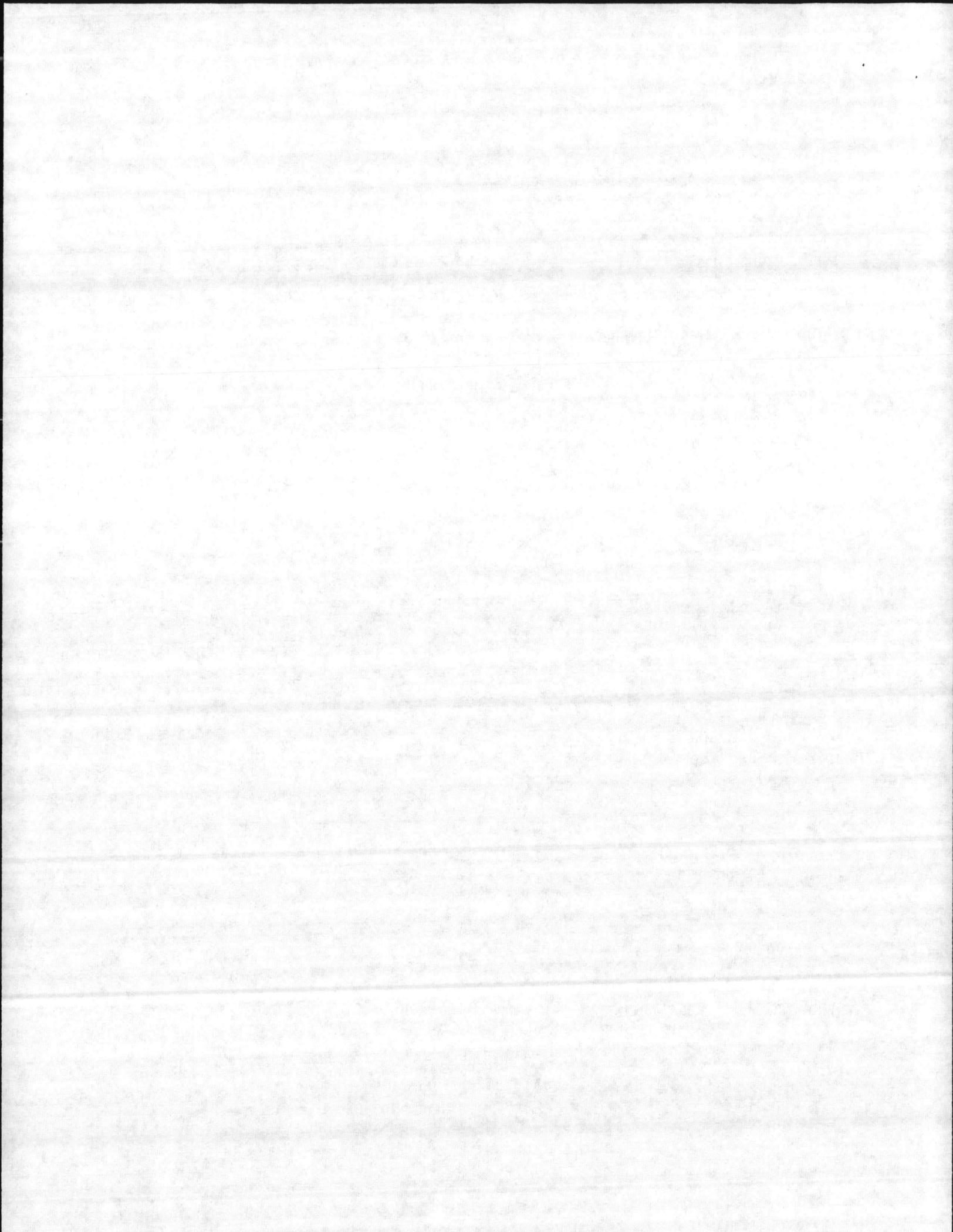
PAGE 01001 - 12

Paragraph 33. Mandatory Insurance Coverage: Subparagraph c, second line. Change (c) to c.

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SECTION 20016. TECHNICAL REQUIREMENTS.

GENERAL: Delete throughout all references to dual cabling, two-way capability, dual outgoing plant, and words of similar meaning.



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Paragraph 2. Applicable Documents. Delete the first five lines of paragraph in their entirety and substitute the following text:

"2. Applicable Documents. Specified sections of the following documents are incorporated by reference and made a part of this section. Where the contents of these documents conflict with other portions of this specification, these documents will govern. Where there is any conflict among these documents, the requirements of Federal Communication Commission Rules and Regulations will govern."

Under American National Standards Institute (ANSI), change "C1-1971" to read "C1-1978, National Electrical Code".

Add the following on the line above National Electrical Safety Code:

"National Bureau of Standards, U. S. Department of Commerce".

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Subparagraph j. Add "All work shall conform to ANSI C1, National Electrical Code, where applicable."

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Subparagraph (c) Cathodic Protection. Delete last sentence.

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SECTION 30016. WORK RELATING TO EXISTING TV CABLE SYSTEMS

Paragraph 1. Required Replacements: At the end of the list, add:  
"d. Air Station"

Paragraph 2. Possible Reuse: In the list change "c. Air Station" to read "c. This subparagraph not used."

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SECTION 40000. ENVIRONMENTAL PROTECTION

1. GENERAL REQUIREMENTS: Add "The Contractor shall submit any Environmental Impact Assessments or Statements necessary and obtain all necessary construction permits."



SCHEDULE B  
STATIONS TO BE CARRIED ON CATV SYSTEM

<u>CHANNEL ITEM</u>	<u>NETWORK(1)</u>	<u>CALL LETTERS(2)</u>	<u>CHANNEL NO. AT ORIGIN(3)</u>	<u>LOCATION(4)</u>	<u>CAMP LEJEUNE CHANNEL NUMBER(5)</u>
A	ABC	WCHI	12	New Bern	
B	NBC	WVLT	6	Wilmington	
C	CBS	WVCF	9	Greenville	
D	FBS	WVLT	32	Wilmington	
E	CBN	CBN	Satellite		
F(6)	(7)	WVLT	Satellite	From IPT	
G	NBC	WVLT	3	Wilmington	
H	NBC	WVLT	7	Washington	
I	FBS	WVLT	25	Greenville	
J(8)	NONE	WVLT	9	Chicago	
K	NONE	WTCG	17	Atlanta, Georgia	
L(9)	NBC	HBO	Satellite	Home Box Office, NY	

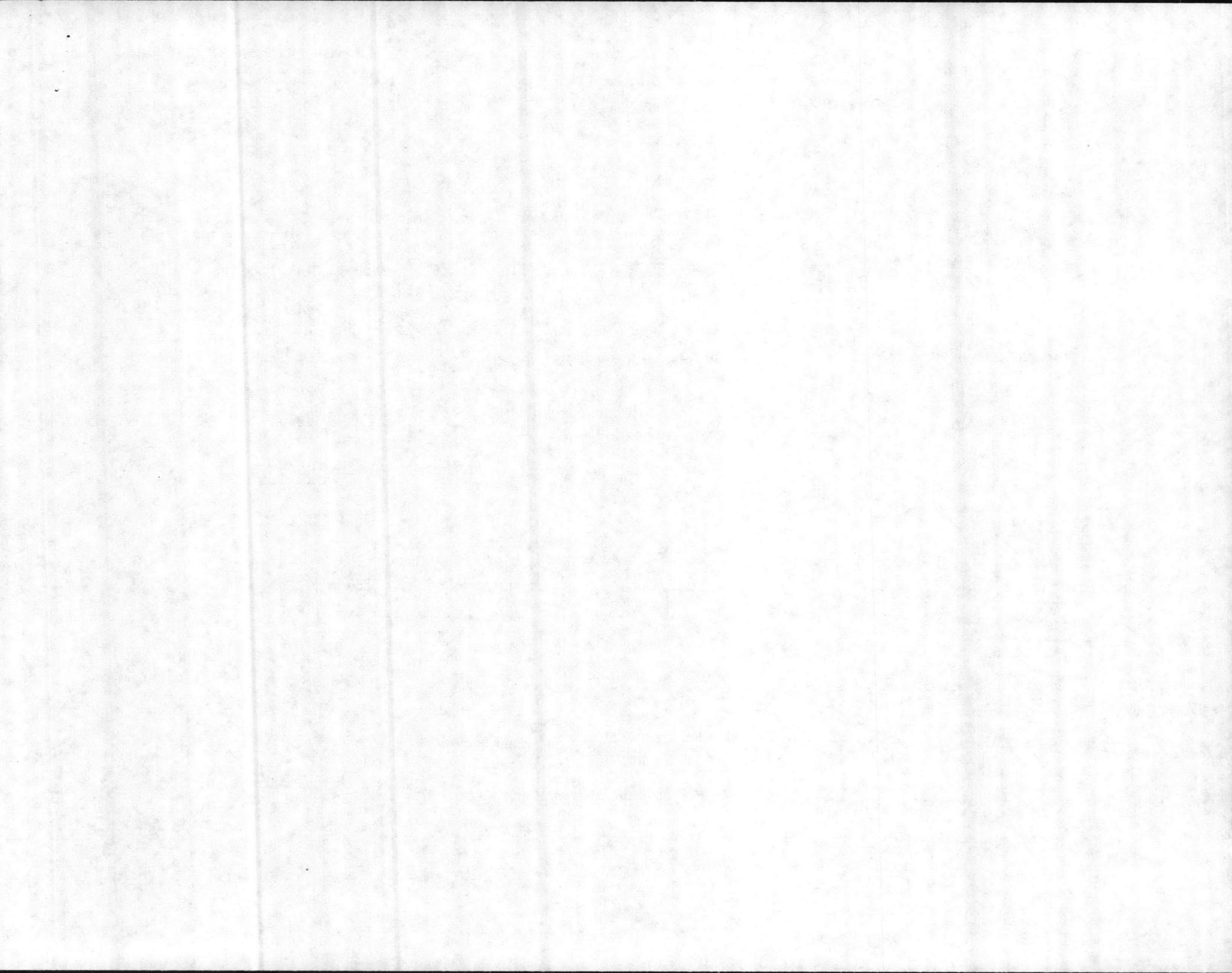
- (1) Bidder insert network affiliation or the word "None" in each blank.
- (2) Bidder insert call letters of station at origination in each blank.
- (3) Bidder insert channel number at origin in each blank.
- (4) Bidder insert city and state of station at origination in each blank.
- (5) Bidder leave blank. Channel numbers may be redesignated by the Contracting Officer for internal purposes only.
- (6) Incorporate Government originated broadcast capability.
- (7) Local time and weather; national and regional news.
- (8) This channel will be an independent station originating from a major (over 750,000 population remote (over 750 miles distant) U. S. city.
- (9) This channel will carry a "Movie Channel" pay cable feature for optional subscription at added cost. Bidder insert name of service in "NETWORK" column.

We would also offer Madison Sq. Garden sports events, at no additional charge. We would recommend that these events be carried on channel F, but other channels could be utilized.

Our firm would also provide the base with unlimited use of our keyboard crawl equipment.

05-78-3012  
SCHEDULE B - Page 1  
AMENDMENT NO. 1

NOTE: Our signal carriage selections are subject to FCC approval. A fulltime weather station, with background FM music could replace one, or possibly two of the above channels if the base so desired.



SCHEDULE A  
CATV FRANCHISEE'S FEES

<u>ITEM</u>	<u>MONTHLY UNIT FEE, \$</u>	<u>BID BASIS, NO. OF UNITS - MONTHS</u>	<u>ESTIMATED 10-YEAR COSTS, \$</u>
1. Individual subscriber fee per month for first outlet in individual residence	<u>\$4.25</u>	X 5000 X 120	= <u>\$2550000.00</u>
1a. Individual subscriber fee per month for each additional outlet in individual residence	<u>.60</u>	X 600 X 120	= <u>43200.00</u>
2. Institutional subscriber fee per month for first outlet in each building	<u>3.00</u>	X 10 X 120	= <u>3600.00</u>
2a. Institutional subscriber fee for each additional outlet in the same building	<u>.60</u>	X 25 X 120	= <u>1800.00</u>
3. Reconnection fee for connecting user after disconnect for non-payment of fees	<u>5.00</u>	X 25 X 120	= <u>15000.00</u>
4. Relocation fee for relocating an outlet within a building at subscriber's location	<u>3.00</u>	X 2 X 120	= <u>1200.00</u>
5. Movie Channel fee per month	<u>6.75</u>	X 1500 X 120 X 1/3	= <u>404996.00</u>
TOTAL ESTIMATED 10-YEAR COST TO USERS (Sum of Items 1, 1a, 2, 2a, 3, 4, and 5)			<u><u>\$3019796.00</u></u>

