

JUN 25 2014

FCC Mail Room

Office of the Secretary
Federal Communications Commission
Attention: Disability Rights Office, Room 3-B431
9300 East Hampton Drive
Capitol Heights, MD 20743

Petition for Exemption from Closed Captioning Requirements
(Response to Request for Supplemental Information)

Case Identifier: CGB-CC-0203

CG Docket No. 06-181

The following includes the information requested in a memo dated May 30, 2014.

The nature and cost of closed captions for the programming

- 2 Bids included:
 - 1) VITAC (Attachment 1 dated June 24, 2014)
 - Estimated annual captioning cost = minimum of \$7,800
(\$150 per 60 minute weekly program billed in 15 minute increments. Our services routinely run between 60 and 90 minutes)
Additional hardware would be required and costs associated with it.
 - 2) captionmax (Attachment 2 dated June 10, 2014)
 - Estimated annual captioning cost = minimum of \$9,360 plus additional \$5,200 for reformatting closed caption file for website use.
\$180 per 60 minute weekly program. Our services routinely run between 60 and 90 minutes so additional weekly fees will apply if captioned. captionmax charges an additional \$100 per 60 minute program to reformat the closed caption file for website use.

If more information is needed, please contact me at the address below.

Greg Wootten
Church Administrator
First Baptist Church
Fort Smith, AR 72901
479-788-6100
gwootten@fsfbc.org

Greg Wootten

Attachment 1

Received & Inspected

Subject: FW: [SPAM] - FW: VITAC real-time captioning info for First Baptist Church - Found word(s) affiliate in the Text body

JUN 25 2014

FCC Mail Room

From: Client Sales and Services (common mailbox) [mailto:CSS@vitac.com]

Sent: Tuesday, June 24, 2014 6:15 AM

To: Greg Wootten

Subject: RE: [SPAM] - FW: VITAC real-time captioning info for First Baptist Church - Found word(s) affiliate in the Text body

Good morning, Greg! Thank you for forwarding this to me.

This price and everything that Steve advised before is correct. Are you still looking to set up the same type of booking?

Thanks,
Sarah

Sarah Moore

Client Sales & Services Representative

VITAC

Captioning. Done. Right.

Direct: 724-514-4072

CSS Hotline: 724-514-4077

From: "Client Sales and Services (common mailbox)" <CSS@vitac.com>

Subject: VITAC real-time captioning info for First Baptist Church

Date: April 10, 2012 11:20:33 AM CDT

To: "'bdyer@fsfbc.org'" <bdyer@fsfbc.org>

Hi, Bob – It was nice speaking with you earlier today and thank you for contacting VITAC for your real-time captioning needed. As you mentioned, you have a weekly mass airing from 11am-Noon CT on a local CBS affiliate and you need to have it captioned live.

Before we go any further, I realized after we spoke that if this is being broadcast through a CBS affiliate, then they should have all the necessary equipment to do closed captioning, which could make this process a lot easier. To do real-time captioning, you basically need two things:

- A) A Line-21 caption encoder with a phone line to receive the caption information and insert it into your broadcast. Phone line cannot run through switchboard – must be dedicated.
- B) A program audio line to enable our captioners to hear your programs.

You would have to check with your CBS contact, but chances are they have this equipment. We would just need confirmation of the make/model of the encoder, and the phone dial-in numbers for connecting to the encoder and audio.

Below you'll find some basic real-time captioning information, and also some pricing information.

Realtime captioning allows for the creation and display of near-verbatim captions as a program is broadcast live in advance of air. A realtime captioner (highly trained court stenographer) watches and listens to the live program in a control-room environment and transmits the closed-caption data that they create via a phone line into the modem inside the encoder unit. Your video/audio signal, combined with the caption data, exits the encoder as closed-captioned video and is distributed to the viewing audience as normal. The on-air feed can be recorded with captions for future playback.

VITAC's realtime captioning service features:

- Experienced, trained captioners** -- VITAC uses only Registered Professional Reporters and trains them to provide highly accurate captions and insure uniform quality throughout our service. Unlike other captioning agencies, we endeavor to establish several main captioners and backup captioners for your area so that you have the best, consistent captioning.
- Highest-quality captioning** -- VITAC reviews captions on a regular basis so that our work is consistent. Advance information, such as rundowns, team rosters, websites, et cetera, is most helpful and will allow us to produce the most accurate captions for your programs.
- Engineering support** -- VITAC makes our Engineers available via telephone and e-mail to support you and your staff with any technical captioning problems.

Another important component of our service is the minimal amount of equipment and manpower that we require from our clients, including:

- C) A Line-21 caption encoder with a phone line to receive the caption information and insert it into your broadcast. Phone line cannot run through switchboard – must be dedicated.
- D) A program audio line to enable our captioners to hear your programs.
- E) If you do not have this equipment for live events, VITAC can provide encoder rental at \$400/event (includes round-trip shipping insurance for the unit) and audio coupler rental at \$200/event.

We are proud to offer these in-depth realtime or live display captioning services at a rate of **\$150 per program hour**, which is billable in 15-minute increments. Additional closed-captioning specifications are as follows:

- We will call in to test the encoder modem and audio feed a minimum of 15:00 prior to the start of all scheduled events.
- Client will provide a contact person(s) who will notify us of schedule changes and also provide access to reference materials.
- Events canceled within 48 hours of air will be invoiced at 50% of the booked rate.
- Events canceled within 24 hours of air will be invoiced at 100% of the booked rate.

UStream currently does not support closed captions. To put captioning on UStream, you would need "open captions" meaning captioning that cannot be toggled on/off. We can talk more about ways to get the captioning on UStream, but there's nothing we can do to directly caption "live" on UStream.

Thank you for your time and consideration of VITAC for your captioning services. If you have questions, please call me at **724-514-4072** or email css@vitac.com.

Thanks!
- Steve

Steve York
Client Sales & Services Assistant
VITAC
A Merrill Communications Company
Captioning. Done. Right.

101 Hillpointe Drive
Canonsburg, PA 15317

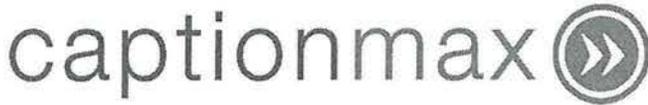
CSS Hotline: 724-514-4077
Direct: 724-514-4072
Fax: 724-512-4111
Email: clientservices@vitac.com
www.vitac.com

This message is intended only for the use of the Addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.

How will you be affected by caption mandates for IP-delivered programming? Read our [overview](#).

FSFBC Server Message:
If you feel this message is SPAM please click this link.
Click [here to mark email as junk](#).
OR
[here to mark email as good](#).

Attachment 2



www.captionmax.com
Reviewed & Inspected

JUN 25 2014

ORDER CONFIRMATION

FCC Mail Room

Project Name	Hope From Above live captioning	Date	6/10/2014
Quote Name	Budgetary quote for Hope From Above live captioning	Quote Expires	7/10/2014
Description	Live captioning for weekly hour-long church service broadcast and export of web caption file	Quote Number	00081285

Services Confirmed For:

Contact Name	Greg Wootten	Prepared By	Joel Menk
Account Name	Fort Smith's First Baptist Church	Phone	612.656.1032
Address	PO Box 609 Fort Smith, AR 72902	E-mail	joel@captionmax.com
Phone	(479) 788-6100		
Email	gwootten@fsfbc.org		

Billing and Project Information:

You supply to us: Live audio feed of services
Encoder connection information

We deliver to you: Live caption data
Web caption file of live captions

Service	Notes	Price	Quantity	Total Price
60-minute Realtime Closed Captioning	Live captioning of event and transmission of live caption data to encoder	\$180.00	1.00	\$180.00
Conformation/minor reformat of closed caption file	Export of closed caption data file of live captions	\$100.00	1.00	\$100.00

Additional fees may apply for additional services.

Terms and Conditions

The Terms and Conditions set forth below apply to all orders received by CaptionMax, Inc., ("CMI") from the Customer and all invoices issued by CMI unless specifically stated in writing by CMI to the contrary. CMI's acceptance of any request to provide services is specifically conditioned upon the Customer's acceptance of these terms and the Customer's retention of CMI to provide services to it constitute acceptance of these Terms and Conditions. CMI reserves the right to add, delete or amend these Terms and Conditions from time to time. Any change shall not apply to previously accepted orders or issued invoices.

1. Quotations and Prices. Written quotations for services automatically expire thirty (30) calendar days from the date issued, unless sooner terminated by notice from CMI. CMI reserves the right at any time to change its charges for services. If Customer requests that the scope of work agreed to by CMI be expanded, CMI shall have the right to charge its then current prices for the additional work so performed. Shipping costs are not included in the quotation and are billed as a separate line item. Sales tax, if any, is not included in the quotation and will be invoiced as a separate line item, if applicable. Customer agrees to pay any and all applicable taxes. Customer will be responsible for providing a certificate of tax exemption prior to any order placement. When applicable, Customer agrees to provide new tape stock to CMI. Used, reconditioned, refurbished, or recycled tape stock will not be accepted by CMI.

2. Payment Terms. Invoices will be submitted upon completion of the work. Invoices are due upon receipt. Any dispute must be raised no later than the sooner to occur of five (5) business days of receipt of the invoice, or ten (10) days after its issuance. Invoices not paid in full within sixty (60) days of the due date are subject to a finance charge of eighteen percent (18%) simple annual interest calculated daily on the unpaid balance from the due date. Payments received shall be applied first to any finance charges, then to any cost of collection, including attorneys' fees, then to the oldest outstanding invoice, or in such other order as determined. CMI shall have the right to withhold services if any invoice

remains unpaid longer than thirty (30) days after the due date of the invoice. CMI reserves the right to withhold delivery until all invoices are paid in full.

3. Relationship of the Parties. CMI is Customer's independent contractor, and nothing shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other, nor shall either party be considered the agent of the other.

4. Delays. CMI shall not be liable for any delay or failure to deliver any or all of the services where such delay or failure is caused by Customer's action, labor disputes, strikes, wars, riots, civil commotion, fire, flood, accident, storm, interference with transmission communications within the control of a third party, or any other cause beyond the reasonable control of CMI.

5. Limitation of Liability. CMI is not liable for lost profits, special, incidental, consequential or punitive damages which arise directly or indirectly out of the services it is asked to perform, whether such damages are asserted in any action brought in contract, tort or equity. CMI's liability shall in no event exceed the amount billed for the specific services provided that is the subject of the claim.

6. Confidentiality. Confidential information shall be so identified by the Customer prior to its delivery to CMI. Confidential information is generally considered by CMI to be information not generally known to the public and that is not known by CMI prior to its disclosure by the customer or that is not disclosed to CMI by a third party who has the legal right to make such disclosure. CMI will use reasonable efforts to maintain as confidential the information provided to it by the Customer for the services to be delivered by CMI.

7. CMI's Property. CMI's company name, trademarks, service marks, and original material, whether federally registered or registered with a state or not, is the sole and exclusive property of CMI. Customer shall not use any such identifying or descriptive words, drawings, logos, or symbols except with the prior express written permission of CMI. Video descriptions created by CMI are considered original works of authorship covered by intellectual property rights and owned by CMI.

8. Customer Property. Unless Customer makes other arrangements, all media and files become the property of CMI to do with as it sees fit. CMI is not liable for damage or loss of any media. CMI reserves the right to charge an administrative service fee for file retrieval and distribution.

9. Scope of Work. Work shall be completed as agreed upon via written communication. All work performed outside the scope of that original document shall be billed at regular and customary rates for that type of service, currently two hundred dollars (\$200.00) per hour of labor with a minimum charge of one hour, then billed to the nearest quarter hour.

10. Cancellations. Unless contractually exempted in writing by CMI, the following Cancellation charges apply: Once CMI has commenced work on pre-recorded work; Customer is responsible for one hundred percent (100%) payment of quoted work. If Customer reschedules or cancels a scheduled CMI real-time captioning broadcast on notice of forty eight (48) hours or less, Customer shall pay CMI a cancellation fee of fifty percent (50%) of the charges it would have been billed by CMI for the broadcast. If the broadcast is rescheduled or cancelled by a notice of twenty four (24) hours or less, Customer shall pay CMI a cancellation fee of one hundred percent (100%) of the charges it would have been billed by CMI for the broadcast.

11. Expedite fees. For services requiring quick turnaround delivery, unless specifically exempted in writing by CMI, services shall be billed at the regular and customary rates plus fifty percent (50%).

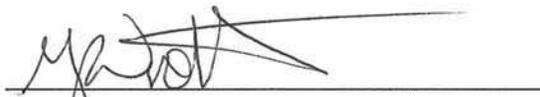
12. Miscellaneous. CMI reserves the right at any time to amend these terms and conditions upon thirty (30) days' notice to the Customer. Minnesota law shall control the resolution of any dispute between the parties. Any action shall be brought in the state district court in Hennepin County, Minnesota, or, if appropriate, in the United States District Court located in Hennepin County, Minnesota, and all parties agree to the jurisdiction of said courts and waive any objection to venue.

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AFFIDAVIT

I the undersigned being first duly sworn verify under oath that I am the Church Administrator at First Baptist Church of Fort Smith, Arkansas and prepared the material consisting of 2 pages which is attached to this affidavit and swear that is true and correct to the best of my knowledge and belief.



Greg Wootten

Subscribed and sworn to before me the undersigned notary public on this twenty fourth day of June, 2014.





Reesa Carroll

My commission expires: 6-19-2022