PASO ROBLES
JOINT UNIFIED SCHOOL DISTRICT
THE DISTRICT OF EXCELLENCE

INTERIM SUPERINTENDENT: JULIAN CROCKER
800 NIBLICK ROAD
PASO ROBLES, CA 93446
Tel: (805) 769-1000 Fax: (805) 237-3339
WWW.PASOSCHOOLS.ORG

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

for

Athletic Event Broadcasting

February 14, 2019

BOARD OF TRUSTEES: CHRIS AREND • CHRIS BAUSCH • LANCE GANNON TIM GEARHART • JOEL PETERSON • JOAN SUMMERS • STEPHANIE ULIBARRI

Athletic Event Broadcasting
for the
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

SUBMITTALS: One (1) original and one (1) copy on or **before 12:00 PM., February 28, 2019.**
One electronic copy upon request after proposal due date.

ADDRESSED TO: Christina Bennett
Purchasing Manager

MAILING ADDRESS: PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
800 Niblick Road
Paso Robles, CA 93446

RFP SUBMITTAL: Mark envelope: "RFP 18-19-005 ATHLETIC EVENT BROADCASTING FOR THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT"

Proposals shall be submitted in sealed packages with the name of the Firm submitting the Proposal, clearly marked on the front. Submission of the proposal by facsimile or e-mail is unacceptable. The respondent is entirely responsible for delivering the Proposal to the aforementioned office, on time. **Late Proposals will not be accepted.**

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED UNOPENED TO THE PROPOSER.

INQUIRIES: Questions or clarifications for the Request for Proposal documents can be directed in writing to:

Christina Bennett
Purchasing Manager
cmbennett@pasoschools.org

Clarification questions may be directed to: cmbennett@pasoschools.org no later than 3:00 pm, February 22, 2019.

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT of San Luis Obispo County, California, acting by and through its Governing Board, hereinafter referred to as the "District" will receive up to, but not later than **12:00 pm, February 28, 2019,** sealed proposals for:

Athletic Event Broadcasting RFP 18-19-005

Proposals shall be received by the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT, Purchasing Department, at 800 Niblick Road, Paso Robles, CA 93446.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

All interested parties may obtain a copy of the RFP by contacting the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT, Purchasing Department, 800 Niblick Road, Paso Robles, CA 93446, cmbennett@pasoschools.org.

The District reserves the right to accept or reject any or all proposals, to waive all technicalities, and to accept the proposal(s) that is determined to be the most favorable to the District.

Proposals must be effective for sixty (60) days following deadline for the receipt of proposals.

End of Section

INFORMATION AND CONDITIONS

General Conditions

1. Certain specifications are set forth herein for the purpose of establishing minimum standards. Variations which in the opinion of the Governing Board fall below the standards of these specifications will not be allowed, or accepted. Proposers may propose any material or process equal or superior to those specifications herein, but each deviation from the specifications listed must be set forth in detail, and the District shall be the sole judge as to whether such deviation is in fact equal or superior to those set forth herein. The opinion of the District shall be final.

2. Wherever in these specifications any material or process is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials or process desired and shall be deemed to be followed by the words "or equal".

Conditions and Instructions

1. **Securing Documents**: Specifications and other contract document forms are available without charge to prospective Proposers at the Purchasing Department, PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT, 800 Niblick Road, Paso Robles, CA 93446, cmbennett@pasoschools.org.

2. **Taxes:** The district shall not be responsible for any taxes with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the Proposer to his invoice(s), and shall not be included in the proposal.

3. **Assignment of Contract:** The successful Proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

4. **Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of proposal or forming a part of the documents loaned to the Proposer for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.

5. **Withdrawal of Proposals Prior to Opening:** Any Proposer may withdraw his proposal, either personally or by a written request, at any time prior to the scheduled time for opening of Proposals.

6. **Withdrawal of Proposals after Opening:** A Proposer may not withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.

7. **Interpretation of Documents:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, he/she may submit to the Purchasing Manager of the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT a written request for an interpretation or correction hereof. The person submitting the

request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Purchasing Manager and a copy of such addendum will be emailed to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

8. **Liquidated Damages:** The District shall hold the successful Proposer liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful Proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may solicit services herein specified elsewhere, without notice to the successful Proposer.

9. **Termination for Breach:** If the successful Proposer fails or neglects to supply or deliver any of herein said goods, articles, or service at the prices named and at the times and places herein stated, the District may, without further notice or demand, cancel and rescind this contract or may solicit said goods, supplies, or services elsewhere and hold successful Proposer responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of successful Proposer in performing any of the terms and conditions of this contract: it being specifically provided and agreed that time shall be of the essence of this agreement.

   The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

10. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Proposer from any obligation to fulfill this contract. Defective items shall be made good by the Proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall immediately remedy such defect in a manner satisfactory to the District.

11. **Restricted Proposal:** Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified Proposers for this contract.

12. **General Liability and Property Insurance:** Successful Proposer shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposer will be required to furnish certificates of insurance prior to start of work.

    12.1. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): $1,000,000/$1,000,000 Aggregate.
    12.2. Property Damage Liability Insurance including auto (both owned and non-owned): $1,000,000 Aggregate.
    12.3. Insurance certificate must name PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT as additional insured, loss payee.
    12.4. Certificate to be submitted by successful Proposer prior to start of work.

13. **Hold-Harmless Clause:** Proposer shall indemnify and hold PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT its Board of Trustees, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or non-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this quotation.

    Proposer will fully indemnify and hold harmless the District and its Board of Trustees, officers, agents, employees and volunteers (collectively “District Parties”), against any and all claims, damages, losses and expenses (including attorney fees) to the extent caused by any negligent act, error or omission on the part of the Proposer, anyone directly or indirectly employed by Proposer or anyone for whose acts any of them may be liable. That indemnity will include claims for infringement of any copyright or patent right based on the use or adoption of any design or specification provided by the Proposer.

    District will fully indemnify and hold harmless the Proposer against any and all claims, damages, losses and expenses (including attorney fees) to the extent caused by any negligent act, error or omission on the part of the District, anyone directly or indirectly employed by the District or anyone for whose acts any of them may be liable. That indemnity will include claims for infringement of any copyright or patent right based on the use or adoption of any design or specification provided by District.

14. **Tobacco-Free District:** The PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

15. **IRS Requirements:** The District shall view the legal position of the Proposer as an "independent contractor" and that all persons employed to furnish services are employees of the Proposer and not of the District.

    15.1. The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Proposer is party.

    15.2. The Proposer will complete IRS form W-9 providing tax payer identification number and also indicate whether Proposer is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within ten (10) days from the date of the contract start date.

End of section

Athletic Event Broadcasting Guidelines

These guidelines provide a policy to guide broadcasting of interscholastic sporting events on radio, internet, or commercial, public, cable, or satellite television. All California Interscholastic Federation (CIF) requirements must be met outside of this contract. It is the responsibility of the broadcasting group to ensure they have met any and all of those requirements.

POLICY:

- Only Broadcasters under contract with CIF and/or PRJUSD may broadcast PRJUSD athletic events or utilize PRJUSD facilities.
- Contracts will be signed and completed a minimum of one month prior to the sport season.
- Broadcast fees of any kind must be paid to the Athletic Department prior to any broadcast.
- PRJUSD reserves the right and responsibility to cancel any and all transmission and transmission rights for an event in progress and subsequent events for any station found to have violated the Guiding Principles, Board Policy or Administrative Regulation.

SELECTION OF EVENTS:

- The Athletic Director or designated school administrator will serve as the liaison for all Broadcasters.
- All events must be listed and included in the contract. Any additional events must be approved by PRJUSD.
- All broadcasting of away events must be approved by site administration and the Athletic Department. Broadcasters will work through the Athletic Department to determine placement.
- At no time will the Broadcasters contact the away schools and represent PRJUSD. After appropriate arrangements have been made for the away event by the Athletic Director, the Athletic Director will serve as the away supervisor at the site.
- Pre-broadcast procedures should in no way interfere with the instruction process or warm ups of the schools. This includes students, coaches, and facilities staff.

CONTRACTS:

- Must be approved by PRJUSD prior to broadcast.
- Must include certificate of insurance.
- Term of contract: one school year (July – June)

ADVERTISING:

- PRJUSD retains the right to Broadcaster to submit in writing, upon PRJUSD request, any and all advertisements or sponsorships during a radio, television, or internet transmission of PRJUSD athletic events.
- PRJUSD reserves the right to approve or reject any sponsorship or advertisement in violation of these policies:
    - For any part or segment of an entire transmission, PRJUSD strictly prohibits the sponsorship, advertising, selling, encouraging, promoting or condoning of tobacco products, lottery/gambling, alcoholic beverages, mood altering substances, lewd subject matter, activities that are illegal for minors to engage in, or conduct that people of ordinary intelligence would reasonably understand to be inappropriate in the context of interscholastic athletic competition.
    - Businesses with the primary purpose of selling or providing any of these prohibited products or services are also prohibited from advertising on all

transmissions throughout PRJUSD athletic events.
    - PRJUSD also prohibits the reading of a list that includes prohibited advertisers or sponsors, including the name and/or locations of businesses, products or services on any transmission.
- Television, radio, print, websites or any other media are prohibited from referring, implying or using words/language that recognizes or identifies a business or organization as an “official sponsor” of any event under the auspices of PRJUSD or CIF. This includes any live video, audio or text transmissions; any printed accounts; any commercials, advertisements or sponsorships; and any references made by writers and Broadcasters during events. Television, radio, print, websites and any other media may use language that the regional or state championship coverage or broadcast is sponsored by an advertiser or sponsor.
- PRJUSD reserves the right and responsibility to cancel any and all transmission and transmission rights for an event in progress and subsequent events for any station found to have violated the provisions of the PRJUSD or CIF’s advertising and policy.

INSURANCE:
The Broadcaster shall have insurance coverage sufficient to hold PRJUSD harmless from any accident claims that may result from the action of the Broadcaster's employees or agents, malfunction of equipment collapse of platforms, or any other structure or device which is the property or responsibility of the Broadcaster or its agents.

BROADCAST TONE:
All promotional spots, other advertising, contest broadcast or broadcasts from PRJUSD property must be impartial and in no way promote or influence rivalries or inappropriate behavior on the part of contestants, students, or other observers. Criticism of the performance of students, coaches and officials is not permitted.

COPYRIGHT:
The CIF and PRJUSD will retain the copyright to any recorded broadcast.

SELECTION OF BROADCASTER:
The District reserves the right to accept or reject any or all proposals, to waive all technicalities, and to accept the proposal(s) that is determined to be the most favorable to the District.

PROPOSED FEE SCHEDULE:
- Television (Contracted through CIF for regular season and postseason)
    - See CIF Fee Schedule or contact: support@cifcs.org
        - **CIF Central Section**
        - **www.cifcs.org**
        - **PO Box 1567, Porterville, CA 93258**
        - **Phone: 559.781.7589 • Fax: 559.781.7033**
- Web Only (Contracted through CIF for regular season and postseason games)
    - See CIF Fee Schedule or contact: support@cifcs.org

- Radio: Regular Season (Contracted through PRJUSD)
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM
    - $_____per _____athletic event AM/FM

- Radio: Post Season (Contracted through CIF)
    - See CIF Fee Schedule or contact: support@cifcs.org

_____
Proper name of Individual, Company or Corporation

_____
Authorized Signature

_____
Type or Print Signer's Name

_____
Title

_____ _____
Address Telephone Date

End of Section

PASO ROBLES JUSD
800 Niblick Road
Paso Robles, CA 93446

FOR OFFICE USE ONLY

Sport _____
Class & Time _____
Fee _____
Paid _____

SAMPLE

OFFICIAL RADIO BROADCASTING CONTRACT

Radio Station Information

1. Radio Station Call Letters _____
Address _____
City State Zip _____
Radio Station Site Contact _____
Radio Station Site Contact _____
Phone: _____ **FAX:**_____ **(signed contract will be faxed to this #)**

2. This will confirm that Radio Station _____ , has requested the right and privilege to broadcast the athletic event in the sport of _____ which is to be conducted at _____ (site of contest) on the following date and time: Date of Contest _____ Game Time _____ Circle Class AA A B C D Team Name _____

3. Radio Station _____ agrees to pay **$_____.00 per contest** to the Paso Robles Joint Unified School District (PRJUSD) as a fee for the right to broadcast the above event(s). This document constitutes an agreement between the PRJUSD and Radio Station _____. PRJUSD will not be responsible for any broadcast expenses. Radio Station _____ will pay all line charges (hook-up) and other incidental expenses incurred at the Contest Site.

Please bring a signed copy of this agreement with payment to the site.

Acknowledged by:_____ (Station Name) _____ (Date)

_____ (Signature of Authorized Station Representative)

_____ (print name and title)

RADIO STATION WILL COMPLETE ITEMS 1, 2 & 3 ABOVE.
IMMEDIATELY FAX THIS PAGE TO PRJUSD AT 805.237.3339.
PLEASE CAREFULLY REVIEW THE PROVISIONS ON PAGE 2.

4. **PRJUSDAuthorization to Broadcast**

_____ _____
PRJUSD Chief Business Officer (CBO) Date

IF YOU DO NOT RECEIVE THIS CONTRACT BACK, # 4 SIGNED BY THE PRJUSD CBO, YOU HAVE NOT YET BEEN APPROVED TO BROADCAST THE REQUESTED CONTEST.