

## **REQUEST FOR PROPOSALS 060-LL10**

### **BROADCASTING OF INTERSCHOLASTIC ATHLETIC EVENTS**

#### **I. NAME AND ADDRESS OF REQUESTOR**

The School Board of Miami-Dade County, Florida  
Division of Athletics/Activities and Accreditation  
1450 NE 2<sup>nd</sup> Avenue, Room 726-A  
Miami, Florida 33132

#### **II. PURPOSE OF REQUEST FOR PROPOSALS**

The purpose of this Request For Proposals (RFP) is to provide a media company the opportunity to video-tape and broadcast Miami-Dade County Schools' boys and girls interscholastic athletic events, such as football, basketball, baseball, softball, volleyball, etc., via live transmittal on TV and the web, at no cost to the Board. The Board is seeking a revenue generating opportunity in support of the Greater Miami Athletic Conference (GMAC) and the athletic programs of Miami-Dade County Public Schools.

#### **III. INSTRUCTIONS FOR SUBMISSION FOR PROPOSALS**

Ten (10) copies of the proposal and one (1) CD containing the entire proposal must be submitted by 2:00 p.m. (Local Time), November 29, 2011, at:

The School Board of Miami-Dade County, Florida  
Bid Clerk, Procurement Management  
1450 Northeast Second Avenue, Room 352  
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal package must contain all the items described in Section VI of this document. Failure to submit these items may render the proposal non-responsive. The proposal must be signed by an officer of the firm legally authorized to conduct business in its name. The proposal shall be submitted in a sealed envelope or box marked: **"REQUEST FOR PROPOSALS NO. 060-LL10 - BROADCASTING OF INTERSCHOLASTIC ATHLETIC EVENTS"**.

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida for award in January, 2012. Notification to the successful proposer will be on or after the date of award by the Board.

#### **IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT**

The School Board of Miami-Dade County, Florida is the fourth largest school system in the nation, which has approximately 344,083 enrolled students.

The Division of Athletics/Activities, and Accreditation assists Region Centers and school sites to achieve the goal of delivering high quality activities programs at all school levels and high quality athletic programs at the middle school and high school level. At the school site level, the Division works closely in conjunction with principals, athletic directors, and middle school athletic/activities facilitators, to ensure compliance with Board Policies and guidelines as well as policies of the Greater Miami Athletic Conference (GMAC) and Florida High School Athletic Association (FHSAA), when applicable.

#### **V. SCOPE**

Miami-Dade County Public Schools promotes exposure for its interscholastic athletic programs and high school athletes. The broadcasting company shall be permitted to broadcast local high school and middle school interscholastic athletic events approved by Miami-Dade County Public Schools. Miami-Dade County Public Schools will provide the successful proposer a schedule of all athletic contests during the school year. In the event a game is cancelled or rescheduled by M-DCPS, reasonable efforts will be made to provide broadcaster alternate games from which to select. The games to be broadcast will be regular season athletic contests. The selected proposer will have promotional rights; however such rights shall be non-exclusive. The Division of Athletics/Activities and Accreditation will coordinate the athletic events to be broadcast with the successful proposer.

M-DCPS will not be responsible for arranging, and/or providing the production items, personnel and services relating to this contract. The broadcasting company will be prohibited from live streaming a student who is injured, fights or altercations, etc.

The broadcasting company shall be permitted to solicit advertisers for television or internet broadcasts. Such advertisements shall be consistent within the guidelines included in School Board Policy 9700.1.

## **VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS**

The proposal submitted must clearly indicate the name of the responding organization, as well as the name, address, and telephone number of the primary contact at your organization. The following information must be included in the proposal and received by the date and time specified.

- A. Program Plan/Narrative – The narrative must be a clear and concise program description that addresses the Proposer's overall program content, methodology, program design, ability to perform all the required services.
- B. Organizational Capacity – The organizational capacity should show evidence of organizational and technical resources and professional ability to meet the needs of the RFP.
- C. Financial Records - The last two years of audited financial records.
- D. Demonstrated Effectiveness – Please include a description of all prior experience in the provision of these or similar services with educational organizations. Provide description of any existing programs in other school districts, if applicable.
- E. Proposer must have a minimum of three (3) years experience.
- F. Letters of Reference - Proposer must include at least three letters of reference.
- G. Fiscal Plan – Proposer must submit a projected revenue generation plan in return for the right to broadcast specific M-DCPS interscholastic athletic events, including GMAC quarterfinals, semifinals and championship games. The proposal should list the maximum dollar amounts that the District would receive for the broadcasting events. Also include any other possible donations, in-kind services or educational scholarship opportunities, if applicable.
- H. Please indicate whether or not there has been any legal action against your company during the past five (5) years. If so, please explain.
- I. Copy of Occupational License.

## **VII. TERMS OF CONTRACT**

The term of the contract shall be for an initial three-year period and may, by mutual agreement between the School Board and the Awardee, be extended for an additional two-year period and, if needed, 90 days beyond the expiration date of the current extension. The School Board, through Procurement Management Services, may, if considering an extension request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

The School Board reserves the right to cancel the contract at the end of any contract term. In addition, in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found to be undesirable, the District reserves the rights to cancel the agreement for cause upon thirty (30) days written Notice of Intent to Terminate for Cause. In that event, the party being terminated shall cease all further activities under the Contract. In the event that the termination for cause is subsequently determined to have been improper, the termination shall be deemed a Termination for Convenience and the provisions for such termination shall govern the rights and responsibilities of the parties.

The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination.

## **VIII. EVALUATION OF PROPOSALS**

Proposals will be evaluated by a designated Evaluation Committee in order to ascertain which proposal best meets the needs of the District and will be recommended to the School Board for approval. The evaluation committee will convene and review all proposals received and may interview a short list of proposers through oral presentations. Procurement personnel will participate in an advisory capacity only. The Evaluation Committee will come to consensus based upon the criteria listed in the Evaluation Criteria Section of this Request For Proposals.

The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview will be based upon the written proposal received.

A committee consisting of the following members or their designees will convene on or about December 5, 2011, for the evaluation of proposals:

- Representative, District/School Operations
- Representative, Division of Athletics/Activities and Accreditation

- Representative, Risk and Benefits Management and Services
- Principal, Senior High School
- Principal, Middle School
- Athletic Director, Senior High School
- Representative, Office of Economic Opportunity/M/WBE
- Representative, Procurement Management Services (non-voting)

Evaluation consideration will include, but not be limited to, the following:

1. Responsiveness of the proposal in clearly stating an understanding of the services to be performed.
2. Background, qualifications, experience, skills, and/or expertise, and references submitted.
3. Fiscal/Program Plan will be a significant factor and will be subject to negotiations at the discretion of the District.
4. Minority participation will be strongly considered.
5. Local-vendor preference, if applicable.

Any additional materials the proposer may wish to include must be presented in appendix form.

## **IX. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

### **Equal Employment Opportunity**

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (ATTACHMENT A)

## Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman, Hispanic or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Office of Economic Opportunity must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

## **X. GENERAL INSURANCE REQUIREMENTS**

At the time an award is made, and prior to the commencement of services, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.
- B. Commercial General Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its members, officers and employees must be listed as an additional insured on the coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work as outlined in this RFP, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage liability.
- D. Broadcasters Liability Insurance in the name of the proposer, with limits of liability not less than \$1,000,000 per wrongful act.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

## **XI. INDEMNIFICATION**

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firms' directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firms' directors, officers, employees, agents, subcontractors or other representatives.

## **XII. AUDIT RIGHT AND RECORDS RETENTION**

M-DCPS agents or authorized agents shall have the right to audit the books, records, and accounts of the successful proposer, that are related to these services. Proposer shall keep such books, records and accounts as may be necessary in a manner sufficient to record complete and correct entries related to the services. Proposer shall preserve and make available at reasonable times for examination and audit by M-DCPS, all financial records, supporting documents, statistical records, and any other documents pertinent to the services, during the contract period and for three (3) years thereafter.

### **XIII. PATENTS AND COPYRIGHTS**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this agreement. This section will survive the termination of any contract with the School Board.

### **XIV. LEGAL REQUIREMENTS**

It shall be the responsibility of proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by proposer will in no way be a cause for relief from responsibility.

### **XV. INDEPENDENT CONTRACTOR**

Proposer agrees and acknowledges that during the existence of this agreement, it acts in the capacity of an independent contractor and that proposer not an employee of the School Board. Proposer will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this agreement. Proposer agrees and acknowledges that during the existence of this agreement proposer shall be entirely responsible for the liability and payment for proposer or proposer's employees or assistants, of all taxes of whatever kind, arising out of the performances in this agreement. Proposer agrees and acknowledges that proposer or proposer's employees or assistants shall not be entitled to any state benefit on account of the services provided hereunder.

### **XVI. IMPLEMENTATION SCHEDULE**

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee	April 21, 2011
Mailing of Request for Proposal	October 31, 2011
Deadline for Questions	November 14, 2011
Opening of Proposals	November 29, 2011
Evaluation Committee Meeting	December 5, 2011
Recommend to School Board for Approval	January, 2012



## **XVI. ADDITIONAL INFORMATION**

Specific questions concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:30 p.m. on November 14, 2011, to:

Division of Procurement Management Services  
Ms. Barbara D. Jones, CPPB  
1450 N.E. Second Avenue, Room 356  
Miami, Florida 33132  
(305) 995-2348  
E-mail [bjones@dadeschools.net](mailto:bjones@dadeschools.net)

The School Board of Miami-Dade County, Florida will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>