

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M. Eastern Time, December 7, 2021, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: Photography Services for Kingsport City Schools

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/>. All questions regarding this Request for Proposal must be submitted to Sandra Sloan, Assistant Procurement Manager, Schools at the following email, ssloan@k12k.com, no later than November 20, 2021 at 4:00 P.M. Eastern Time.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked in accordance with the RFP documents. The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 11/17/21

Chris McCartt
City Manager

REQUEST FOR PROPOSALS
PHOTOGRAPHY SERVICES FOR KINGSPORT CITY SCHOOLS

The City of Kingsport for its Kingsport City Schools invites qualified firms to submit sealed proposals to provide school photography services to the district. Proposals may include any related brochures or materials. All proposals must be submitted to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660, no later than 4:00 PM, December 7, 2021. At that time, only the names of each proposer will be read. Envelopes must be clearly marked as follows: "Kingsport City Schools Photography Services".

This Request for Proposal is specifically intended to cover all pre-K/elementary schools, middle schools, and high school within Kingsport City School System. Service categories include school photography services for all pre-K/elementary schools, middle schools and high school; and yearbook services for pre-K/elementary schools and middle schools.

It is our intent to evaluate all proposals received and select multiple vendors to be included on a list of acceptable vendors for the school system. The principal of each school may then select a vendor to perform the services at their school.

Selection for the list of approved vendors will be based on conformance to this specification as well as value to the school system. The proposal evaluation will be based on conformance to this RFP, pricing/cost structure/revenue share, value added services and service proposal as validated through references and other qualitative considerations as submitted through the RFP process.

For any resulting agreement from this RFP, The City of Kingsport reserves the right to cancel upon 30 days written notice without penalty.

Primary/secondary vendor terms: Throughout the award period, if a vendor fails to perform (or vendor indicates failure to perform) as specified or the agreement is canceled with the awarded vendor then the City of Kingsport reserves the right to select or negotiate with the "next best" bidder.

Bidder is hereby made aware that middle and high school athletic photography services will be fulfilled under a separate agreement made between City of Kingsport and Allen Greene Photography. Bidder must agree that it will not interfere with or perform any act that will cause the district to be in breach of such agreement and upon notice will cease to perform any such act.

Open proposals are to be valid for a minimum of 120 days, during which time awards will be established and contracts signed. Awarded fee structure shall remain in effect for an initial term of 12 months. The City of Kingsport may also desire to extend the award in one year increments. Fee structure will be evaluated and/or negotiated at the end of the initial 12 month term and each subsequent 12 month period. Either party may cancel at any time with 30 days written notice.

Initial term of awards will be July 1, 2022 through June 30, 2023. Due to timing of senior photographs, all agreements must be fully executed by April 1, 2022. Subsequent agreements must also be signed by April 1 of the award year.

Once a school selects an awarded photography vendor from this RFP process and enters into a contract, then that vendor shall be 100% responsible for quality control, drug free and criminal background compliance for any and all photography staff that come in contact with Kingsport City Schools students (on school grounds or at events).

It is allowable for the awarded vendor to sub-contract out smaller group or action shot venues. This situation should be relatively rare; however, if this scenario is utilized then both the photography representative and school principal must indicate in writing in the award contract.

In the sub-contract scenario, the original awarded vendor shall be held fully responsible for quality control, drug free and criminal background compliance for any and all photography staff that come in contact with Kingsport City Schools students (on school grounds or at events).

Under no circumstances shall any Kingsport City School accept payments or compensation from any photo vendor other than their awarded photography vendor. This includes any and all school sanctioned clubs, groups, and band.

It is acknowledged that an independent individual (freelance) may show up at a school event (i.e. football game) and take photographs. This individual may even market their proofs or services to individual students, athletes or families. It is expected that this would certainly be under the control of the principal. But to reiterate there shall be no payments to the school or related, sanctioned groups as compensation for these services.

The language of this RFP shall be binding unless amended by the City of Kingsport and bidder. The terms and conditions of this Request for Proposal and any related executed agreements shall constitute entire agreement.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning

of each aspect of the specifications.

Amounts provided in scope and specifications are best estimates.

It is the bidder's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The bidder must be prepared to substantiate compliance upon request by the City.

Each individual school may select the "best" vendor for their school based upon submissions received. Individual schools can select the same or a different vendor from the approved vendors each term.

Vendors must submit **one original, two copies, and an electronic copy** of all proposal documents. The original will be maintained in the City of Kingsport City Clerks Records. The copies will be utilized by the schools in their selection process.

The agreement to be used for these services must contain the language specified in this RFP. Please include a sample contract with your proposal.

Vendors must be in good standing with all Kingsport City Schools (no prior monies owed or in dispute) to receive award from this proposal process.

Scope and General Specifications:

Kingsport City Schools is a public, pre-K through 12th grade school system with 13 schools currently operational.

We are requesting that vendors provide sealed proposals indicating picture package pricing and revenue share based on specified percent commission/revenue share as indicated below for pre-K/elementary and middle schools pictures, as stated in the category specifications. Due to the fact that a school may elect to only take student pictures in the fall (in lieu of fall and spring pictures), awarded vendors may issue separate payments for fall and spring pictures. Please pay close attention to the revenue share percentages for each level of service on the pricing sheets and when payments are due as stated in the specifications. All revenue share payments must be made within 30 days of vendor picking up student packages for the pre-K/elementary and middle schools. The high school picture total guaranteed payment must be paid by September 15th of each year.

Vendors are requested to provide turn-key services that minimizes the school staff time handling paperwork and money related to this program.

Fees charged to Kingsport City School student families must be reasonable and market

value for products and services received. If it is determined that pricing is not reasonable, vendors may risk cancellation and/or nonrenewal.

It is the intent of this proposal that the Kingsport City Schools will award their services and continue with the awarded vendor (assuming acceptable level of service and fees) through annual renewals.

At the option of the principal of each pre-K/elementary and middle school, the school may desire to use the services of the selected photographer to produce the yearbook. Each bidder should provide a description of their capabilities and processes for yearbook publication. Attached is a listing of potential quantities and page counts for yearbooks. Bidders who desire to participate in yearbook publication should indicate the price per copy based on the information in that table. The pricing structure used and yearbook publication order must be the same as is used to develop the prices for the examples below.

It is not necessary for a participant to propose on all photography service categories (pre-K/elementary, middle school, and high school) to receive award. A vendor can propose in any or all categories. It is NOT allowable to restrict a proposal to certain schools and vendor cannot exclude or discriminate against any school(s) within a category. Proposals must be extended to all schools in each of the categories for which the vendor is participating.

Vendors should include in the proposal information about products and services they provide either free or at a cost even if those products and services are not specifically required in the specifications. Examples of this would be retouching services and special sheets of staff and student pictures that are adhesive backed for use in personnel/student files.

It is hereby the responsibility of the awarded vendor to coordinate use of a subcontract vendor if appropriate. Awarded vendor must ensure compliance with drug free and criminal background programs. It is prohibited for the schools to contract directly with other (non-bid) photography vendors during the awarded vendor's contractual term.

Awarded vendors will have exclusive rights to all photography services as contracted throughout the course of the award term.

It is expected that the awarded vendors provide fliers and other marketing materials prior to the photo date encouraging students and their families to participate.

Vendors must ensure quality services and products are provided to the school(s). Failure to satisfactorily perform may result in cancellation and/or nonrenewal.

Copies of acceptable proposals will be provided to each principal (for their respective category). The principals will select a vendor based upon the responses received and their individual school needs and situation. It is not necessarily our intent to award the entire district to one or two vendors. Multiple awards are most likely.

Revenue checks should be made payable to the individual schools, not the City of Kingsport.

School principals will make award decisions for their respective schools. All contracts will be submitted to and executed by the Assistant Procurement Manager, Schools.

For any awarded proposals, contracts **must be** executed by or before April 1, 2022. Subsequent renewal awards must be executed by April 1 of each year. These deadlines are non-negotiable and must be complied with. **School principals and staff do not have the authorization to sign binding contracts.** All contracts and renewals must be submitted to the Assistant Procurement Manager, Schools, for review and execution by authorized personnel per the City of Kingsport Code of Ordinances.

A copy of the original School Photography Services RFP and related addendums **must be** included in the contract. Please provide a sample contract with the requested language included. Compliance Affidavit (2 pages) must be signed and notarized.

Kingsport City Schools may engage an independent firm to audit compliance with the terms of the contract.

Failure to comply with agreed-upon terms may result in contract termination.

Required Information to include in Proposal

All proposals must include the following to be considered:

1. Completed Proposal and Pricing Forms (signed where appropriate)
2. Signed and Notarized Compliance Affidavit
3. Completed Reference Request Form
4. Pre-K/Elementary School Proposed Pricing Information if proposing this category - Include an explanation of the Commission/Revenue Share Structure based upon the RFP. This explanation should include a description of how non-individual pictures (groups, special events, etc.) will be handled. Also include any products or services that are included at no charge.
5. Middle School Proposed Pricing Information if proposing this category - Include an explanation of the Commission/Revenue Share Structure based upon the RFP. This explanation should include a description of how non-individual pictures (groups, special events, etc.) will be handled. Also include any products or services that are included at no charge.
6. High School Proposed Pricing Information if proposing this category. Include an explanation of the Commission/Revenue Share Structure based upon the RFP. This explanation should include a description of how non-individual pictures (groups, special events, etc.) will be handled. Also include any products or services that are included at no charge.
7. Completed Year Book Example Pricing Form Proposals for Pre-K/Elementary and Middle School only.
8. All requested information with one (1) original, two (2) copies and an electronic copy of proposal documents.
9. Sample Photography Contract; Yearbook Agreements; and Forms

Note: All contracts provided by vendor must include the following required legal language:

- a. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provisions contained in the documents are enforceable only to the extent not prohibited by Tennessee law, provided City's monetary limits of liability under any indemnity provision is limited to the monetary limits of liability as provided for in the Tennessee Tort Liability Act, T.C.A. section 29-20-101 *et seq.* Any limitation of liability provision contained in the documents is enforceable only to the extent not prohibited by Tennessee law. No provision of the documents shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Liability Act, T.C.A. section 29-20-101 *et seq.* because Tennessee law may not allow City to agree to the disclaimer of warranties such exclusion may not be applicable to City, such disclaimer of warranties shall be enforceable only to the extent not prohibited by Tennessee law.
- b. **Nonappropriation.** Vendor acknowledges that City is a governmental entity, and the documents validity is based upon the availability of public funding under its authority. In the event the City fails to appropriate funds or make monies available for any fiscal year covered by the term of the documents for the services to be provided, the documents shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the documents by City.
- c. **Damages.** The documents do not create an obligation by the City to pay any damages in excess of those amounts legally available to satisfy the City's obligations under the documents. To the extent not prohibited by law, the City understands and agrees that Vendor disclaims and shall not be responsible for any liability to the full extent that such arises from City's misrepresentation with regard to noncompliance with the terms of this Agreement and/or any Service Order, City's failure to comply with applicable law, and/or City's negligence or willful misconduct.

- d. **Confidentiality.** Confidential information does not include the information provided in response to the Request for Proposals, any Agreement between the parties or the information contained therein, even if the information falls within the definition or scope of “confidential information”. The response to the Request for Proposals, the Agreement and any attachment thereto, whether actual or virtual, is a public record. Any document, writing, recording, or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Anno. § 10-7-503 et seq., are not confidential. Such public records are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. As required by Tennessee law, City is required to promptly make available for inspection any public record not specifically exempt from disclosure. City must, upon proper request, release public records as defined by Tenn. Code Anno. § 10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to any party or provide any party with notice or the time to obtain a protective order. Tenn. Code Anno. § 10-7-503 et seq. Such law is generally construed in favor of granting public access to documents maintained in the course of City’s business, City does not have the burden of establishing that requested record is not confidential information or that its release is authorized. This paragraph serves to meet such burden and authorization of disclosure.
- e. **No Arbitration, Waiver of Jury Trial, Jurisdiction, Governing Law, Venue.** Notwithstanding any other provision in the documents to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the documents and it cannot be resolved by mutual agreement any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligations of the parties are governed by and interpreted pursuant to the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Kingsport, Tennessee.

- f. **Non-liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to the Vendor in the event any provision of the documents is unenforceable; there is any default or breach by City; for any amount which may become due under the Contract; or on any obligations under the terms of the Contract, only to the extent not prohibited by law.
- g. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.
- h. **Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Vendor for all satisfactory and authorized services completed as of the termination date, and Vendor will refund to City any funds paid by City in excess of such amount. Upon such termination, Vendor will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- i. **No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Anno. § 29-20-101 et seq. City is not responsible for Users, their acts or data, or any acts or data of a third party.
- j. **No Automatic Renewal.** The term of the Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of the Agreement is not applicable.
- k. **Limitation of Actions or Claims.** Any claim by City asserted under this Agreement may be initiated within the time limits of the limitation of actions applicable in the State of Tennessee.
- l. **Criminal Background Checks.** Vendor shall comply, and shall assure that any of its subcontractors performing work under this Agreement comply with Tennessee Code Annotated § 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have

contact with students or enter school grounds when students are present. Vendor shall certify in writing to City's school system that all employees of Vendor or its contractors having contact with students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with Tenn. Code Anno. § 49-5-413(d) and have no disqualifications under Tenn. Code Anno. § 49-5-413(d).

- m. **No Virtual Agreements.** Notwithstanding anything to the contrary no virtual document, including any "clickwrap", "clickthrough", or "click and accept" terms, or similar prerequisite to the use of Company's product which purports to act as a user's acceptance of terms and conditions is an agreement binding on CITY, and CITY's use directly or through its employees or contractors of any webpage, website, or any other virtual platform will not bind CITY to any purported agreement. The express intent of the parties hereto is that this Agreement shall serve as the sole Agreement between the parties. No employee of CITY or any other person, without proper authorization, can bind CITY to any terms, contract, or agreement and only authorized representatives may bind CITY through a written document which has been attested to by the city recorder and the city attorney. Anything not contained in this Agreement including other agreements or understandings, be they in physical, verbal, or electronic form, such as but not limited to "clickwrap", "click-through", "click and accept" or any other form, are null, void, and without effect as it applies to CITY. Anything declaring that it is an Agreement that is not in a physical writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by CITY's city recorder and approved as to form by CITY's city attorney are not agreements of CITY, and shall not alter this Agreement and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.
- n. **Use of City's Logos, Marks, or Name.** Vendor shall not use City's logos, marks, or name (including any school) in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City. Vendor shall not issue, publish, or divulge any Materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior consent of City.

KINGSPORT CITY SCHOOLS STUDENT ENROLLMENT and STAFF ESTIMATE

Location	Current Student Enrollment	Teachers and Staff
Pre-K/Elementary School		
John Adams	509	75
Andrew Jackson	480	83
Thomas Jefferson	490	60
Andrew Johnson	551	84
Abraham Lincoln	391	76
Theodore Roosevelt	264	62
George Washington	496	82
John F. Kennedy	278	51
Palmer Center	157	24
Middle School		
Ross N Robinson	991	111
John Sevier	750	70
High School		
Dobyns-Bennett	2,438	268
TOTAL	7,795	1,046

Pre-K/Elementary School Picture Specifications

Individual Student and Employee Pictures

1. Individual pictures will be made either once or twice per year, to be determined by the principal at the school. Dates will be determined by the principal. The school must send the full student body and faculty to the photographer for fall pictures. Vendor should also provide commission details for spring pictures if elected to be taken by principal. Principal must have full student body photographed if an election for spring pictures is made.
2. Photographers will either use the proof or finished package options, as determined by the principal.
3. When using the proof option, photographers will take two photographs of each individual, which will be provided as a choice for parents. The individual's name will be on each proof or the attached envelope. Photographers will have at least four package options. Parents will have the option to purchase additional single sheets of pictures.
4. A digital image or least expensive package will be provided to employees free of charge.
5. Photographers must have at least one camera operating for each 200 to 250 students unless the principal requests otherwise. The number of cameras to be used and the number of poses to be taken must be approved by principal.
6. ****All proposals should include an example of photo session timeline based upon the number of students. All equipment setup must be completed prior to the start of scheduled photo sessions.**
7. Photographers must provide a makeup/retake day for both fall and spring pictures, as applicable.
8. Photographers will supply:
 - a. CD with all employee and student pictures. This CD will be compatible with the yearbook software, Aspen and Titan software. (Aspen and Titan software require JPEG files.)
 - b. Photographers will provide a composite, containing all school employees and students' fall photographs free of charge. It shall be approximately 3' x 4' and plastic coated.
9. Photographer will supply envelopes for payment with package information included to be completed and returned to the school. Envelope design shall be such that it will be easy for the school bookkeeper to determine package choice and therefore the revenue share. Photographer is responsible for picking up orders. Checks will be made payable to the photographer, not the

school. Prices must include sales taxes; the photographer is to remit taxes to the state.

NOTE: Fall pictures are mandatory and include all specifications detailed on herein. Fall bid price must be all-inclusive. Spring pictures are individual photos only and should be bid accordingly. Spring pictures are optional but if a commitment is made, all students must be photographed. The decision for spring pictures must be made by the schools upon execution of contract and beginning of the contract term for planning purposes. **Contracts cannot be signed by school personnel** and must be submitted to the Assistant Procurement Manager, Schools, for review and execution.

Group Pictures

10. The principal will determine the timing of club and class pictures (fall or spring).
11. Photographer will supply:
 - a. Class pictures on a CD compatible with the yearbook software free of charge.
 - b. One copy of each teacher's class picture to the teacher free of charge.
 - c. A notebook of the set of framed class pictures to the school free of charge.
12. Checks will be made payable to the photographer, not the school. Prices must include sales taxes; the photographer is to remit taxes to the state.

School Yearbook Services

13. Provide electronic completed design templates and design setup pages for classroom and special group pages. (Classroom pages to be pre-loaded with pictures.)
14. Provide customer support personnel to assist with yearbook development.
15. All yearbook agreements/forms must be executed at the same time as photography session agreements.

Additional Pricing Information to include:

16. Description of the contents of each package (must include dimensions for all sizes)
17. Price of each package
18. Revenue share to be paid to the school and must be based on the following:
 - Fall pictures – 50% option and 25% option
 - Spring pictures - 40% option and 20% option
 - Other pictures – 20%

Middle School Picture Specifications

Individual Student and Employee Pictures

1. Individual pictures will be made either once or twice per year, to be determined by the principal at the school. Dates will be determined by the principal. The school must send the full student body and faculty to the photographer for fall pictures. Vendor should also provide commission details for spring pictures if elected to be taken by principal. Principal must have full student body photographed if an election for spring pictures is made.
2. Photographers will either use the proof or finished package options, as determined by the principal.
3. When using the proof option, photographers will take two photographs of each individual, which will be provided as a choice for parents. The individual's name will be on each proof or the attached envelope. Photographers will have at least four package options. Parents will have the option to purchase additional single sheets of pictures.
4. A digital image or the least expensive package will be provided to employees free of charge.
5. Photographers must have at least one camera operating for each 200 to 250 students unless the principal requests otherwise. The number of cameras to be used and the number of poses must be approved by principal.

****All proposals should include an example of photo session timeline (i.e., group shots taken first, then individual student shots) based upon the number of students. Equipment setup must be completed prior to the start of scheduled photo sessions.**

6. Photographers will provide a makeup/retake day for both fall and spring pictures, as applicable.
7. Photographers will supply a CD with all employee and student pictures. This CD will be compatible with the yearbook software, Aspen and Titan software. (Aspen and Titan software require JPEG files.)
8. Photographer will supply envelopes for payment with package information included to be completed and returned to the school. Envelope design shall be such that it will be easy for the school bookkeeper to determine package choice and therefore the revenue share. Photographer is responsible for picking up orders. Checks will be made payable to the photographer, not the school. Prices must include sales taxes; the photographer is to remit taxes to the state.

NOTE: Fall pictures are mandatory and include all specifications detailed on this specification.

Fall bid price must be all-inclusive. Spring pictures are individual photos only and should be bid accordingly. Spring pictures are optional but if a commitment is made, all students must be photographed. The decision for spring pictures must be made by the schools upon execution of contract and beginning of the contract term for planning purposes. **Contracts cannot be signed by school personnel** and must be submitted to the Assistant Procurement Manager, Schools for review and execution.

Group Pictures

9. The principal will determine the timing of club and activities pictures (fall or spring).
10. Photographer will supply class pictures on a CD compatible with the yearbook software free of charge.
11. Checks will be made payable to the photographer, not the school. Prices must include sales taxes; the photographer is to remit taxes to the state.
12. The photographer agrees to return to the school on two convenient dates for the purpose of making various and sundry “action” photographs for the use in the school yearbook.

School Yearbook Services

13. Provide electronic completed design templates and design setup pages for classroom and special group pages. (Classroom pages are to be preloaded with pictures.)
14. Provide customer support personnel to assist with yearbook development.
15. All yearbook agreements must be executed at the same time as the photography session agreements.

Additional Pricing Information to Include:

16. Description of the contents of each package (must include dimensions for all sizes)
17. Price of each package
18. Revenue share to be paid to the school and must be based on the following:
 - Fall pictures – 50% option and 25% option
 - Spring pictures - 40% option and 20% option
 - Other pictures – 20%

High School Picture Specifications

1. Photographer must provide CD containing pictures of all students and faculty that is compatible with yearbook software, Aspen and Titan software. (All of the above require JPEG file format.)
2. Senior pictures must be taken on-site (See detailed information below).
3. There will be no sitting fee for senior pictures.
4. Special 8'10" Hall of Fame
 - a. National Merit Finalists
 - b. All State Athletics
5. Special Events
 - a. Prom
 - b. Homecoming
 - c. Graduation
 - d. Club Pictures (Band, Chorus, ROTC, etc.)
6. Fall pictures only are anticipated. Makeup or retake days must be scheduled.
7. Include color photos.
8. Photographer must have a minimum of one camera operating for every 200 students.
9. Revenue share must be determined based on these requirements. Separately, school may request a framed senior class composite. Pricing for this item must be included in quote submission. Schools requesting this item will be charged. It should not be deducted from revenue share calculations.

Senior Portraits

10. All senior portraits must be photographed at the school on mutually agreeable dates between the successful vendor and the school.
11. The successful vendor must photograph all seniors for yearbook purposes.
12. Employees of successful vendor must do all senior photography. No contract labor is allowed.
13. Each senior will be photographed in a formal traditional (head and shoulders portrait), cap and gown, and environmental sitting. A minimum of four poses of each sitting will be taken. The studio will furnish graduation gowns.
14. Successful vendor must provide senior annual images on a CD or DVD. Prints may be provided if school desires, but a CD or DVD must be available at no charge. File format must be

compatible with yearbook software, Aspen and Titan software. (Aspen and Titan software require JPEG file format.)

15. Proofs of all photos should be returned within four weeks of photography. Proofs should be provided in portfolios by the successful vendor.

16. Successful vendor will provide order assistance, seniors may also order by phone, mail, or online. Completed orders should be delivered in four to six weeks of the date orders are placed.

17. Seniors must receive an unconditional quality guarantee on senior portraits.

18. Successful vendor will promote senior portrait sittings and senior sales. Successful vendor must make multiple sittings available to seniors and schedule retake dates for all photo categories (traditional, cap and gown and senior photos).

Underclass Portraits

19. All underclass photography will be done in two days on mutually agreeable dates between the school and successful vendor.

20. Employees of the successful vendor must do all underclass photography.

21. Underclass photography will be done using a proof program.

22. Successful vendor will allow underclassmen to choose the color of background for portraits.

23. All underclass packages must be identified and sorted according to school's requirements.

24. All underclass students will be photographed for the yearbook. Successful vendor will provide a CD with all underclass images in file format compatible with the yearbook software, Aspen and Titan software. (Aspen and Titan software require JPEG file format.)

25. Successful vendor will offer retake sessions on mutually agreeable dates.

26. Finished packages must be delivered within three weeks of the date of photography.

27. An unconditional quality guarantee must be provided all underclassmen.

Special Event Photography

28. Employees of successful vendor must photograph all special events photography.

29. All special events photography will be handled on a pre-paid basis with successful vendor mailing all needed promotional materials.

30. Successful vendor will provide service prints for the school yearbook and programs within four weeks of the time of photography.

31. Titled prints must be made available on special events such as Homecoming, Graduation, etc. by the successful vendor.

- 32. All special event packages must be delivered within three weeks or less by successful vendor.
- 33. Successful vendor's schedule manager will work with yearbook advisor and school administration to insure all special events are covered.

Other Requirements

- 34. Teachers and staff will receive a complementary package.
- 35. Vendor will provide three candid yearbook photography days.

Additional Pricing Information to Include in Proposal:

- 36. Description of the contents of each package (must include dimensions for all sizes)
- 37. Price of each package
- 38. Revenue to be paid to the school will be a guaranteed annual payment to be paid by September 15 of each contract year. This guaranteed payment amount will be the revenue for all senior pictures as per above specifications, underclass pictures as per above specifications, Hall of Fame pictures as per above specifications, and special event pictures as per above specifications. Revenue share for other pictures will be 30%.

PROPOSAL FORM

CONTACT INFORMATION

Name of Company: _____

Address of Company: _____

Name of Authorized Representative: _____

Email Address of Authorized Representative: _____

Phone Number of Authorized Representative: _____

PROPOSAL CATEGORIES

☐ Pre-K / Elementary School Pictures and Yearbook Services

☐ Middle School Pictures and Yearbook Services

☐ High School Pictures

I have read and understand the specifications for the categories selected above and have attached the requested information for consideration.

Authorized Representative Signature

Date

REFERENCES

Please provide three recent references and all information requested below. Do not include any schools in the Kingsport City School system.

Reference 1

School Name

Contact Name at School

Contact Phone Number

Years Serviced

Reference 2

School Name

Contact Person at school

Contact Phone Number

Years Serviced

Reference 3

School Name

Contact Person at school

Contact Phone Number

Years Serviced

PRE-K/ELEMENTARY AND MIDDLE SCHOOL YEARBOOKS PRICING FORM

Yearbook Example Pricing Please provide price per book in each box.				
	48 pages	56 pages	64 pages	72 pages
150 count soft cover				
150 count hard cover				
200 count soft cover				
200 count hard cover				
300 count soft cover				
300 count hard cover				
400 count soft cover				
400 count hard cover				

PROPOSAL PRICING FORM

Note: Prices must include sales taxes; the photographer is to remit taxes to the state.

Pre-K Elementary School Pictures

Revenue Share based on the following:

Fall Pictures	50% option	
	25% option	
Spring Pictures	40% option	
	20% option	
Other Pictures	20%	

Middle School Pictures

Revenue Share based on the following:

Fall Pictures	50% option	
	25% option	
Spring Pictures	40% option	
	20% option	
Other Pictures	20%	

High School Pictures

I propose a total guaranteed revenue annual payment, as described in the High School Picture Specifications, to be paid by September 15th during the contract period in the amount of \$ _____

Authorized Representative Signature

Date

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
_____ Yes _____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent

circumstances respecting such offer.

10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY:_____

PRINTED NAME:_____

TITLE:_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE:_____

BY (NOTARY PUBLIC):_____

MY COMMISSION EXPIRES ON:_____