



**City of Kingsport -
Kingsport City Schools
Referred to as (KCS)**

REQUEST FOR PROPOSAL (RFP)

Sports Photography
for
Kingsport City Schools (KCS) Athletics



Michelle Ramey
Asst. Procurement Manager
Kingsport City Schools
vramey@k12k.com

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager, City of Kingsport, until 4:00 P.M., Eastern Time, July 10, 2018, and at that time publicly opened in the Council Room, City Hall located at 225 W. Center St., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: SPORTS PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS ATHLETICS

Documents for the above referenced item are available online at <https://www.kingsporttn.gov>. All questions regarding this Request for Proposal must be submitted to Michelle Ramey, Asst. Procurement Manager /Schools at following email, vramey@k12k.com, no later than June 29, 2018 at 4:00 P.M., Eastern Time.

By submission of a signed submittal, the submitter 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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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, 225 W. Center St., Kingsport, TN 37660 and marked "SPORTS PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS ATHLETICS". 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: 06/20/18

Tilden J. Fleming
City Manager

REQUEST FOR PROPOSALS SPORTS PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS ATHLETICS

General Requirements

The City of Kingsport for its Kingsport City Schools invites professional photographers who specialize in sports photography to submit sealed proposals for consideration. Proposals may include any related brochures or materials. All Proposals must be submitted to the Procurement Manager, City of Kingsport, 225 West Center Street, Kingsport, TN 37660, no later than **4:00 p.m., July 10, 2018**. Proposals must be submitted in sealed envelopes and clearly marked as follows:

“RFP – SPORTS PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS ATHLETICS”

The sole purpose of this Request for Proposal (RFP) is intended to designate a sports photographer or multiple photographers for three (3) Kingsport City Schools: Robinson Middle School, John Sevier Middle School, and Dobyys-Bennett High School.

All questions regarding this Request for Proposal (RFP) should be submitted to Michelle Ramey, Assistant Procurement Manager, Kingsport City Schools via email at vramey@k12k.com, by June 29, 2018 no later than 4pm Eastern Time.

- It is our intent to evaluate all proposals received and select one or more than one sports photographer. The Athletics Director and the Principal of each school will select a vendor to perform the services at his/her school. Selection will be based upon 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 upon service proposal as validated through references and other qualitative considerations as submitted through the RFP process.
- The City of Kingsport reserves the right to waive any formalities to accept any proposals in whole, split , and/or accept any individual item or items within a proposal or to reject any or all proposals in the best interest of the City of Kingsport.
- 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 the 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.
- 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 for up to three additional years 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: July 1, 2018 – June 30, 2019

- Once a school selects a 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).
- 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 the school accept payments or compensation from any Sports photography vendor other than their awarded - contracted Sports photography vendor.
- It is acknowledged that an independent individual (free lance) 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 other schools.
- Vendors must submit **one original, two copies, and an electronic copy** of all proposal documents on a CD or memory stick. The original will be maintained in the City of Kingsport Procurement Department. The copies will be utilized by the schools in their selection process. Vendors should include samples with all their proposals.
- 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-12 school system with 13 schools currently operational.
- This is a Request for Proposal (RFP) for interested vendors to provide sealed proposals which include picture package pricing and revenue share based on specified a guaranteed total payment for the Middle School and High School Sports Photography, as stated in the Specifications. Guaranteed payments for Middle School and High School Sports Photography contract agreements will be paid in two scheduled payment due dates, December 1 and May 1.
- Vendors are requested to provide turn-key services that minimize 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. The possible term, assuming all renewals are exercised, would be through June 30, 2022. This will be the next time the City of Kingsport Procurement Department will solicit proposals. providing a sufficient number of acceptable vendors exist from this RFI/P. We are expecting best pricing from offering this level of commitment from Kingsport City Schools.
- It is not necessary for a participant to submit a proposal to provide sports photography service for all three schools (Middle School or High School Athletic Team Photography) to receive award. A vendor can submit a proposal for one or more schools. It is NOT allowable to restrict a proposal to certain schools and vendor cannot exclude or discriminate against any school(s) (Middle School or High School).
- Vendors should include in the pricing/package 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 below. Examples of this would be retouching services or customization.
- 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 sports photography services as contracted by the school throughout the course of the award term.
- It is expected that the awarded vendors will provide fliers and other marketing materials to students and their families.
- 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 and the KCS Athletic Director. The principals will select a vendor based upon the responses received based upon their individual school needs and situation. It is not necessarily our intent to award the entire district to one vendor (multiple awards are most likely), however awarding to one vendor is acceptable.
- Revenue checks should be made payable to the individual schools, not the City of Kingsport.

- This RFP document must be included in its entirety in submission proposal packages and will be considered the legal and binding terms. If there are discrepancies in terms and conditions between contracts executed and this RFP document, this document will take precedent unless mutually amended in an RFP addendum.
- 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 July 1, 2018. Subsequent renewal awards must be executed by May 5th 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 Asst. Procurement Manager/ Schools for review and execution by authorized personnel per the City of Kingsport Code or Ordinances.
- A copy of the original Sports Photography Services RFP and related addendums **must be** included in the contract. All language, terms and conditions of this original RFP document (including any addendums) must supersede and take precedence over any conflicting language that may appear in the resulting contracts.
- 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.

Information to include in Proposal

All proposals must include the following to be considered:

- 1) Completed Proposal Form (signed where appropriate)
- 2) Compliance Affidavit Form
- 3) Proposal Guaranteed Revenue Form
- 4) Reference Information Form
- 5) Proposal with brief overview of experience as a Professional Sports Photographer; Sample Photos; Sample Brochures; Fliers or Order Forms for Parents: Photo Packages with Pricing, etc..
- 6) All requested information with One (1) Original, Two (2) Copies and (1) electronic copy of proposal documents

KCS ATHLETIC TEAMS (MIDDLE SCHOOLS AND HIGH SCHOOL)

DOBYNS- BENNETT		ROBINSON MIDDLE		SEVIER MIDDLE	
BASEBALL	FRESHMAN, JV, VARSITY	BASEBALL	JV, VARSITY	BASEBALL	JV, VARSITY
SOFTBALL	JV, VARSITY	SOFTBALL	JV, VARSITY	SOFTBALL	JV, VARSITY
BOYS BASKETBALL	FRESHMAN, JV, VARSITY	BOYS BASKETBALL	JV, VARSITY	BOYS BASKETBALL	JV, VARSITY
GIRLS BASKETBALL	FRESHMAN, JV, VARSITY	GIRLS BASKETBALL	JV, VARSITY	GIRLS BASKETBALL	JV, VARSITY
BOYS SOCCER	Varsity	TRACK & FIELD	BOYS TEAM GIRLS TEAM	TRACK & FIELD	BOYS TEAM GIRLS TEAM
GIRLS SOCCER	Varsity	CROSS COUNTRY	BOYS (6,7,8) GIRLS (6,7,8)	CROSS COUNTRY	BOYS (6,7,8) GIRLS (6,7,8)
TRACK & FIELD	BOYS TEAM, GIRLS TEAM	FOOTBALL	JV, VARSITY	FOOTBALL	JV, VARSITY
CROSS COUNTRY	BOYS TEAM, GIRLS TEAM	VOLLEBALL	JV, VARSITY	VOLLEBALL	JV, VARSITY
FOOTBALL	FRESHMAN, JV, VARSITY	WRESTLING	1 TEAM	WRESTLING	1 TEAM
TENNIS	JV, VARSITY	GOLF	BOYS TEAM GIRLS TEAM	GOLF	
VOLLEBALL	FRESHMAN, JV, VARSITY	SWIMMING	BOYS TEAM GIRLS TEAM	SWIMMING	BOYS TEAM GIRLS TEAM
WRESTLING	JV, VARSITY	CHEERLEADING	1 TEAM	CHEERLEADING	1 TEAM
GOLF	BOYS TEAM GIRLS TEAM	DANCE TEAM	1 TEAM	DANCE TEAM	1 TEAM
BOWLING	BOYS TEAM GIRLS TEAM				
SWIMMING	BOYS TEAM GIRLS TEAM				
CHEERLEADING	JV, VARSITY				
DANCE TEAM	SPIRIT SHAKERS				

SCOPE OF WORK

Middle School & High School Sports Photography

Note: It is intended by KCS for contracts to be awarded per school location. The contract for this service will be provided by the City of Kingsport for its Kingsport City Schools.

Kingsport City Schools (KCS) intends to award contract(s) for Sports Photography services for its athletic teams at the (2) Middle Schools and at the High School. Multiple contracts (per school) will be awarded for athletic team photography services. Selection will be made by the school athletics department and school principals.

The selected vendor will work with the school principal or designee to schedule dates/times for athletic team photos and individual photos. A schedule of athletic events for all teams to be photographed will be provided to ensure yearbook action shots are taken.

Required Services at No Charge to KCS

Photographer selected agrees to provide the following services at no charge:

1. Attend at least one (1) athletic event per team for the purpose of taking "action shot" Photographs for the yearbook.
2. Take photographs of teams, individual athletes, and extracurricular events as determined by the KCS Athletic Director, school principal, or designee.
3. Coordinate with KCS athletic department and school to create a picture day schedule that meets the needs of all athletic teams and provide sufficient staff to ensure efficient picture days with minimal disruption to practice schedules.
4. Provide to school at no charge copies of photographs as requested by KCS athletic department, principal, or designee.
5. Provide complementary team photographs for all coaches that coach a team; including coaches for freshman teams, junior varsity teams, and varsity teams as applicable to each school.
6. Provide 25 poster prints as designated by the principal or designee at no charge of any photograph from an event photographed by photographer can make available pictures of taken at school events at no charge to KCS or to the school
7. Provide a CD ROM or other form of digital media as agreed by the parties, to the principal at no charge. Digital media must be formatted by photographer for software used by the school.
8. Provide photographs including enlargements of any requested team, activity, or candid photo taken by photographer at a school event, at the request of principal or designee at no charge. Photographer will provide these photographs with the understanding that the schools intent will be to use the photographs for school use only, which may include use in the yearbook.

9. Provide two 5 x 7 photographs of each team for the yearbook at no charge.
10. Photograph all sports activities as requested by the principal or designee (ex. Media Day or College Signing Events), to which there is no limit to the number of requests the principal or designee may make.
11. Photograph at least one team event for each varsity athletic team and provide yearbook with sufficient number of photographs for each particular sport. Athletic events to be covered may require attending events at night, during weekends, and weekdays.
12. Provide to school for its use all team photos, individual photos, and action photos of athletic activities, which photos may be provided by digital alternative satisfactory to principal or designee.
13. Take group shots of teams and individuals wishing to purchase packages.

Payment and Pricing

Photographer awarded a school contract agrees to pay the contracted school a guaranteed shared revenue payment, paid in two equal payments, with the first payment being due on or before **December 1**, second payment due on or before **May 1**;

The guaranteed shared revenue payment is required for each individual school contract. If sales are in excess of the amount of the guaranteed shared revenue proposed during the term of this agreement, the photographer will pay KCS 10% of the amount paid for such sales. Photographer agrees that the final determination of the amount to reimburse, under the terms of this agreement can, at the option of KCS and at its sole expense, have a third-party auditor audit the records of the photographer to determine whether the amounts paid to the school have been correctly calculated.

Other Responsibilities and Requirements

They selected photographer will be responsible for all sales to parents and students and will be solely responsible for the collection of any payment for the photographs and responsible for the distribution of photographs including delivery within 30 days from date of sale. ALL inquiries regarding the status of photo orders need to be directed to the selected photographer.

SAMPLE CONTRACT
**AGREEMENT BETWEEN CITY OF KINGSPORT, TENNESSEE,
FOR ITS KINGSPORT CITY SCHOOLS
AND
Contractor Name**

THIS AGREEMENT made and entered into as of the **Date** day of July 2018, by and between the City of Kingsport, Tennessee, for the Kingsport City School System, hereinafter collectively called KCS, and **Contractor Name**, hereinafter called PHOTOGRAPHER.

In consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. The purpose of this Agreement is for PHOTOGRAPHER to provide KCS, at its **School Name**, hereinafter called **MIDDLE or HIGH SCHOOL**, and to the KCS Board of Education and central office, certain services described herein at no charge to KCS or SCHOOL for the school years that begins on July 1, 2018 and ends June 30, 2019.

Section 2. The term of this Agreement is July 1, 2018 through June 30, 2019. The Agreement may be terminated by KCS for its convenience for any or no reason by giving written notice, including the effective date of the termination to PHOTOGRAPHER and PHOTOGRAPHER will cease all services to KCS immediately on the effective date of the termination. Such termination by KCS will not be deemed a breach of contract by either party, and no party will have any right to any damages for such termination. Upon such termination KCS will refund to PHOTOGRAPHER a portion of the \$ paid by PHOTOGRAPHER hereunder, prorated based on the remainder of ten months left on the term of the Agreement at the effective date of termination, provided KCS will not owe anything to PHOTOGRAPHER for any payment made pursuant to the percentage of sales, and PHOTOGRAPHER will pay KCS for its percentage of sales up to the date of termination, as set out in section 5 herein.

Section 3. PHOTOGRAPHER will coordinate all services provided pursuant to this Agreement through the principal or designee of **MIDDLE or HIGH SCHOOL**, and the services of PHOTOGRAPHER will be completed to the satisfaction of principal or designee.

Section 4. PHOTOGRAPHER agrees to provide KCS the following services to **MIDDLE OR HIGH SCHOOL** at no charge:

- a. Attend athletic events for the purpose of making photographs of the events;
- b. Make photographs of athletic teams, individual athletes and extracurricular events as determined by **MIDDLE or HIGH SCHOOL** athletic department, principal or designee;
- c. Coordinate with **MIDDLE or HIGH SCHOOL** athletic department to create a picture day schedule that meets the needs of all the athletic teams and provide sufficient staff to ensure efficient picture days with minimal disruption to practice schedules;
- d. Provide to **MIDDLE or HIGH SCHOOL**, at no charge to it, copies of photographs as requested by **MIDDLE or HIGH SCHOOL** athletic department, principal or designee;
- d. Provide complementary team photographs for all coaches that coach a team, including coaches of freshman teams, junior varsity teams, and varsity teams;
- e. Provide 25 poster prints as designated by the principal or designee at no charge of any photograph from an event photographed by PHOTOGRAPHER and will make available

- pictures of any event, at no charge to MIDDLE or HIGH SCHOOL;
- f. Provide a CD-ROM or other form of digital media as agreed by the parties, to the principal at no charge provided such digital media must be formatted by PHOTOGRAPHER for the software being used by MIDDLE or HIGH SCHOOL;
 - g. Provide photographs, including enlargements, of any requested team, activity or candid photo taken by PHOTOGRAPHER at a MIDDLE or HIGH SCHOOL event, at the request of principal or designee at no charge, provided the photographs are to be used by MIDDLE or HIGH SCHOOL for school use only, which may include use in the yearbook;
 - h. Provide two 5 x 7 photographs of each team for the yearbook at no charge;
 - i. Photograph all sports activities as requested by the principal or designee, and there is no limit to the number of requests principal or designee can make; and
 - j. Photograph at least one contest of each varsity athletic team and will provide the yearbook with a sufficient number of photographs for each particular sport. Activities that will be covered may include nights, weekends, and weekdays. The principal may ask photographer to cover non-scheduled or rescheduled school events with 24 hours' notice, provided the request meets the photographer's availability;
 - k. Provide to HIGH SCHOOL for its use all team photos, individual photos and action photos of athletic activities, which photos may be provided by a digital alternative satisfactory to principal or designee; and
 - l. Take group shots of teams and individuals wishing to purchase picture packages;

Section 5. PHOTOGRAPHER will pay SCHOOL \$ [REDACTED], in two equal payments of \$ [REDACTED], with the first payment being made on or before December 1, 2018 in the second payment made on or before May 1, 2019. Additionally, in the event PHOTOGRAPHER has sales in excess of \$ [REDACTED] during the term of this Agreement, PHOTOGRAPHER will pay SCHOOL 10% of the amount paid for such sales. PHOTOGRAPHER agrees that the final determination of the amount subject to reimbursement under the terms of this Agreement can, at the option of SCHOOL and at its sole expense, to have a third-party auditor audit the records of PHOTOGRAPHER to determine whether the amounts paid to the KCS are correctly calculated. PHOTOGRAPHER will permit KCS or its representatives to inspect all work, materials, payrolls, and other records with regard to the services provided pursuant to this Agreement and the sales made thereto, and to audit the books, records, and accounts of PHOTOGRAPHER with regard to the Agreement. Such records will be retained for this purpose for a period of not less than three years. PHOTOGRAPHER agrees to use its best efforts to accommodate the auditor's convenience and will provide all records requested by such auditor.

Section 6. MIDDLE or HIGH SCHOOL will provide access to all teams and athletes at reasonable times and places and provide PHOTOGRAPHER with a schedule of all teams to be photographed.

Section 7. PHOTOGRAPHER is aware of and has been provided a copy of an agreement for certain photography services at MIDDLE or HIGH SCHOOL between KCS and Lifetouch, and PHOTOGRAPHER agrees that it will not interfere with or perform an act that will cause KCS to be in breach of such agreement, and upon notice will cease to perform any such act. Notwithstanding anything in this Agreement to the contrary PHOTOGRAPHER will not provide any service that Lifetouch has the

right to perform pursuant to its agreement with KCS for photographic services at SCHOOL. A copy of the agreement is attached as Exhibit A. PHOTOGRAPHER may offer photographs for sale to parents of students provided PHOTOGRAPHER will be solely responsible for the collection of any payment for the photographs and the distribution of photographs, which includes delivering all pictures sold to students or their families within 30 days from the date of the sale. PHOTOGRAPHER will not offer photographs for sale at SCHOOL in violation of the agreement KCS has with Lifetouch or represent that PHOTOGRAPHER is the exclusive or official photographer of SCHOOL.

Section 8. PHOTOGRAPHER unconditionally guarantees all photographs made as to workmanship and quality of materials used. PHOTOGRAPHER consents, authorizes and licenses SCHOOL to reproduce photographs provided to it pursuant to this Agreement as often as SCHOOL determines is needed for its use and for inclusion in the yearbook.

Section 9. PHOTOGRAPHER acknowledges that its employees and agents will behave in an appropriate manner while on the premises of the school campus or attending school functions and shall at all times conduct themselves in a manner consistent with policies of the Kingsport Board of Education and in accordance with any directives issued by the principal or designee. The parties agree that it is a breach of this Agreement for any agent or employee of PHOTOGRAPHER to behave in a manner which is inconsistent with good conduct or decorum to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of SCHOOL. PHOTOGRAPHER agrees to immediately remove any agent or employee, if directed to do so by the principal or designee.

Section 10. PHOTOGRAPHER and KCS are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employer-employee relationship. PHOTOGRAPHER is not the agent of KCS or SCHOOL and is not authorized to make any representation, contract or commitment on behalf of KCS or SCHOOL. Neither PHOTOGRAPHER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of KCS, and KCS will at no time be legally responsible for any negligence or other wrong doing by PHOTOGRAPHER, its officers, employees or agents.

Section 11. PHOTOGRAPHER will indemnify, defend, and hold harmless KCS, including without limitation, its officers, agents, employees and volunteers from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorney fees, which KCS may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with PHOTOGRAPHER's performance, including its officers, employees and agents, under the terms of this Agreement, except any liability arising out of the sole negligence of KCS. Such indemnification includes any damage to the person(s), or property(ies) of KCS or third persons.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to PHOTOGRAPHER, its officers, employees and agents, engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Section 12. This Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles, and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts for Kingsport, Sullivan County, Tennessee.

Section 13. This Agreement may be amended only by a written instrument signed by properly authorized representatives of the parties.

Section 14. No member, official, or employee of KCS will be personally liable to PHOTOGRAPHER or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by KCS; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Section 15. The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 16. The audit provisions in section 5, the license granted in section 8, and the indemnification provisions in section 11 shall survive the completion of or any termination of the Agreement.

Section 17. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals as of the day and year first above written.

CONTRACTOR NAME

**CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOL**

CONTRACTOR NAME

JEFF MOORHOUSE, Superintendent of Schools

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

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 (Select the Proposal Categories)

- High School Sports Photography (Dobyns-Bennett HS)
 - Middle School Sports Photography (Robinson MS)
 - Middle School Sports Photography (Sevier MS)
 - All three (3) Schools (Dobyns-Bennett, Robinson MS & Sevier MS)
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-

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

Authorized Representative Signature

Date

PROPOSAL GUARANTEED REVENUE FORM

High School Sports Photography Services (HS Only)

I propose a total guaranteed revenue annual payment, as described in the specifications for this category, to be paid to school in two equal payments (December 1 and May 1) during the contract period in the amount of \$ _____ - Dobyys- Bennett HS

Middle School Sports Photography Services (Robinson MS or Sevier MS) (1 Only)

I propose a total guaranteed revenue annual payment, as described in the specifications for this category, to be paid to school in two equal payments (December 1 and May 1) during the contract period in the amount of

\$ _____ - Robinson or Sevier

Middle School Sports Photography Services (Both Robinson MS and Sevier MS)

I propose a total guaranteed revenue annual payment (per school), as described in the specifications for this category, to be paid to each school (s) in two equal payments (December 1 and May 1) during the contract period in the amount of

\$ _____ - Robinson MS

\$ _____ - Sevier MS

Middle School (s) and High School Sports Photography (All Schools)

I propose a total guaranteed revenue annual payment (per school), as described in the specifications for this category, to be paid to each school (s) in two equal payments (December 1 and May 1) during the contract period in the amount of

\$ _____ - Robinson MS

\$ _____ - Sevier MS

\$ _____ - Dobyys-Bennett

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.

DRUG FREE WORKPLACE REQUIREMENTS:

5. 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:

6. 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:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. 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:

10. 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.
11. 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:

12. 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.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

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 Person 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	