

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, April 15, 2025, and at that time publicly opened in Conference Room 436, City Hall located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award or rejection at a later date.

PROJECT: Sports Photography for Kingsport City Schools

Documents for the above referenced item are available online at www.kingsporttn.gov/city-services/purchasing/. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission or a signed proposal, 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No submitted proposals may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals.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 "Sports Photography for KCS". 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 re-advertise.

PUB 1T: 03/12/2025

Chris McCartt
City Manager



March 10, 2025

SUBJECT: Request for Proposals (RFP) for Sports Photography for Kingsport City Schools

Dear Submitter:

The City of Kingsport is currently interested in entering a contract with a firm for sports photography for Kingsport City Schools. The City intends to enter into an agreement with a qualified firm experienced in delivering the same services for other governments, schools and municipalities.

Firms desiring to be considered must submit one original, one electronic copy, and six (6) copies of the proposal to the following address:

Procurement Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660

Replies must be received no later than 4:00 P.M., Eastern Time, April 15, 2025. Mark the outside of the envelope "Sports Photography for KCS".

All Requests for Proposals received by the Procurement Manager shall be publicly opened in Conference Room 436, 4th Floor, City Hall, 415 Broad Street, Kingsport, TN at 4:00 PM Eastern Standard Time on April 15, 2025. Once all proposals have been opened, the Procurement Manager will announce only the names of the submitters.

Any cost incurred in preparation of this Request for Proposals and in the interview phase (if applicable) will solely be the responsibility of the consultant.

All Minority and Women-Owned contractors are encouraged to participate.

By submission of a signed proposal 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.

Any additional information concerning this request may be obtained from the Procurement Department at (423) 229-9419 or email brentmorelock@kingsporttn.gov

Sincerely,

A handwritten signature in blue ink that reads "Brent Morelock".

Brent Morelock, CPPO, CPPB
Procurement Manager



Required Documents Checklist for RFP

Please ensure your proposal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your proposal:

- ☐ Signed and Notarized Compliance Affidavit
- ☐ Completed and Signed Proposal Form
- ☐ Completed and Signed Reference Form

*****Failure to include the above referenced items may result in rejection of your submittal*****

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. Do you or any officers/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

5. Are you or any officers/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

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

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.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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:_____

PROPOSAL FORM

Sports Photography for Kingsport City Schools

Name of Company: _____

Address of Company: _____

Name of Authorized Representative: _____

Email Address of Authorized Representative: _____

Phone Number of Authorized Representative: _____

If awarded the contract for Kingsport City Schools' Sports Photography, I agree to pay the middle schools and high school a guaranteed revenue payment in two equal payments, the first payment being due on or before December 1 and the second payment due on or before May 1. The guaranteed revenue payment is guaranteed for each school regardless of sales. The total per school is listed below.

Dobyns-Bennett High School \$ _____

John Sevier Middle School \$ _____

Ross N. Robinson Middle School \$ _____

I agree that if sales are more than the amount of the guaranteed revenue proposed during the term, I will pay KCS 10% of such sales.

I agree that the final determination of the amount to reimburse, under the terms of the agreement can, at the option of KCS and at its sole expense, have a third-party auditor audit my related records to determine whether the amounts paid to the school have been correctly calculated.

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

Authorized Representative Signature

Date

REFERENCE FORM

Sports Photography for Kingsport City Schools

Please provide three recent references and all information requested below. Do not include any Kingsport City Schools.

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 _____

Authorized Representative Signature

Date

KCS ATHLETIC TEAMS (MIDDLE SCHOOLS AND HIGH SCHOOL)

DOBYNS-BENNETT		ROBINSON		SEVIER	
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	SOCCER	Boys Team, Girls Team	SOCCER	Boys Team, Girls Team
GIRLS SOCCER	Varsity	TRACK & FIELD	Boys Team, Girls Team	TRACK & FIELD	Boys Team, Girls Team
TRACK & FIELD	Boys Team, Girls Team	CROSS COUNTRY	Boys (6,7,8), Girls (6,7,8)	CROSS COUNTRY	Boys (6,7,8), Girls (6,7,8)
CROSS COUNTRY	Boys Team, Girls Team	FOOTBALL	JV, Varsity	FOOTBALL	JV, Varsity
FOOTBALL	Freshman, JV, Varsity	VOLLEBALL	JV, Varsity	VOLLEBALL	JV, Varsity
TENNIS	JV, Varsity	WRESTLING	1 Team	WRESTLING	1 Team
VOLLEBALL	Freshman, JV, Varsity	GOLF	Boys Team, Girls Team	GOLF	Boys Team, Girls Team
WRESTLING	JV, Varsity	SWIMMING	Boys Team, Girls Team	SWIMMING	Boys Team, Girls Team
GOLF	Boys Team, Girls Team	CHEERLEADING	1 Team	CHEERLEADING	1 Team
BOWLING	Boys Team, Girls Team	DANCE TEAM	1 Team	DANCE TEAM	1 Team
SWIMMING	Boys Team, Girls Team				
CHEERLEADING	JV, Varsity				
DANCE TEAM	SPIRIT SHAKERS				

REQUEST FOR PROPOSAL
Sports Photography for Kingsport City Schools

The City of Kingsport for its Kingsport City Schools (hereinafter referred to as “City” or “KCS”) invites all qualified and experienced professional photographers who specialize in sports photography to submit sealed proposals for consideration. Sealed Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time, April 15, 2025, and at that time publicly opened in Conference Room 436, City Hall, located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award or rejection at a later date.

The sealed proposal must be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
RFP - Sports Photography for KCS

One (1) original hard copy, one (1) electronic copy, and six (6) additional hard copies (marked “Copy”) of the Proposal are required.

Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.

No verbal interpretation will be made to any proposer as to the meaning of these specifications or any part thereof. Each request for clarification or interpretation must be made in writing to the City.

NOTE: It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted to the City of Kingsport Procurement Manager, Brent Morelock, via email to brentmorelock@kingsporttn.gov by the end of the business day, March 25, 2025. Any addendum will be issued by 4:00 P.M., Eastern Time, on March 31, 2025 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>.

It shall be the Proposer’s responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications, and all Proposers shall be bound by such addenda, whether or not received by Proposer.

By submission or a signed proposal, the proposer 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 proposal may be withdrawn for a period of sixty (60) 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 “RFP - Sports Photography for KCS”. 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 re-advertise.

The proposer 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.

All proposals must include the following to be considered complete.

- Signed and Notarized Compliance Affidavit
- Signed and Completed Proposal Form
- Signed and Completed Reference Form

Introduction and General Information

Kingsport City Schools is a public, pre-K through 12th grade school system with twelve (12) schools currently operational. This Request for Proposal (RFP) is intended to designate one school sports photographer for the following schools: Dobyns-Bennett High School, John Sevier Middle School, and Ross N. Robinson Middle School. It is our intent to evaluate all proposals received and determine the one vendor that can offer the best service and value to KCS.

We are requesting that vendors provide sealed proposals indicating digital image and picture package pricing as well as guaranteed revenue to each school.

The selected vendor is required to provide turn-key services that minimizes the school staff time handling paperwork and money related to this program with parent online purchases encouraged but not required.

Fees charged to KCS student families must be reasonable and market value for products and services received. If it is determined that pricing is not reasonable, vendor may risk cancellation and/or non-renewal.

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 expected that the selected vendor provides fliers and other marketing materials prior to the photo date encouraging students and their families to participate.

The selected vendor must ensure quality services and products are provided to the school(s). Failure to satisfactorily perform or comply with agreed-upon terms may result in cancellation and/or nonrenewal.

Interested vendors will provide sealed proposals which include picture package pricing and a guaranteed total payment for the Middle School and High School Sports Photography. Guaranteed payments will be paid by the vendor by two scheduled payment due dates, December 1 and May 1.

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

The selected vendor shall have no exclusive rights or privileges under any award. Parents, spectators, clubs, classes, teams, boosters, yearbook staff, and others may also take photographs at these events during the contract term.

SCOPE OF WORK **(Vendor Responsibilities and Required Services)**

The selected vendor must ensure quality services and products are provided to the school(s). Failure to satisfactorily perform may result in cancellation and/or nonrenewal. Selected vendor is 100% responsible for quality control, and drug free and criminal background compliance for all photography staff that encounter KCS students (on school grounds or at events).

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

The selected photographer agrees to provide the following services at no charge:

1. Attend at least one (1) athletic event for each athletic team for the purpose of taking "action shot" photographs for use in the yearbook.
2. Selected vendor will be present for ALL Senior Day home events to take pictures of the graduating Seniors.
3. Make photographs of athletic teams, individual athletes and extracurricular events as determined by Principal, Athletic Director, Assistant or their designee.
4. The selected vendor will work with the school Principal, Athletic Director, Assistant Athletic Director or designee to schedule dates/times for athletic team photos and individual photos. A schedule of athletic events for all teams will be provided to ensure yearbook action shots are taken.
5. Provide, at no charge, a reasonable number of photographs for use by the school.
6. Provide complementary team photographs to Principal, Athletic Director, or Assistant Athletic Director for all coaches that coach a team, including coaches of freshman teams, junior varsity teams, and varsity teams within three weeks after Media Day.
7. Provide Hi-Resolution photos for poster-size prints as requested by the Principal, Athletic Director or Assistant Athletic Director at no charge of any photograph from an event photographed and will make available pictures of event, by request at no charge.
8. Provide a CD, thumb drive, or other form of digital media as agreed by the parties, to the Principal, Athletic Director or Assistant Athletic Director at no charge provided such digital media must be formatted by photographer for the software being used by the middle or high school.

9. Provide photographs, including enlargements, of any team, activity or candid photo taken by the photographer at a middle or high school event, at the request of Principal, Athletic Director or Assistant Athletic Director at no charge, provided the photographs are to be used by the school for school use only, which may include use in the yearbook.
10. Provide two 5 x 7 photographs of each team and candid photographs for the yearbook at no charge.
11. Photographer will be contacted to provide custom photographs (resolution, graphics, etc.) upon request; all custom photo requests will be submitted to the photographer by the Principal, Athletic Director or Assistant Athletic Director.
12. Photograph at least one contest of each varsity athletic team and provide the yearbook with enough photographs for each sport. Activities that will be covered may include nights, weekends, and weekdays. The Principal, Athletic Director, or Assistant Athletic Director may ask photographer to cover non-scheduled or rescheduled school events with 24 hours' notice, provided the request meets the photographer's availability.
13. Guarantee to each school for its use team photos, individual headshots and action photos of athletic activities, (fifteen (15) pictures uploaded to drop box that only the Principal, Athletic Director and Assistant Athletic Director are allowed to view) within 24 hours following each event.
14. Take group shots of teams and individuals wishing to purchase picture packages.
15. Provide hi-resolution digital images (one watermarked photo and one non-watermarked photo) to KCS Communications contact for use on KCS Website Athletics pages and on social media sites. Photographer will permit the school and school system to publish photos on school website without watermark, if credit for photo is included on webpage. Photographer will permit the school and school system to publish watermarked photos on social media sites, if credit for photo is included.
16. Provide individual headshots (straight on shots, not posed shots) of all varsity teams to Principal, Athletic Director, or Assistant Athletic Director within one week after Media Day as to not interfere with photographer revenue. These headshots will be used for the website, program books and advertising.

It is allowable for the selected vendor to subcontract out action shot venues. This situation should be relatively rare; however, if this scenario is utilized then the selected vendor, school principal, and athletic director must indicate their approval in writing. Selected vendor shall be held fully responsible for quality control, drug free and criminal background compliance for all photography staff that encounter KCS students (on school grounds or at events).

The selected photographer shall comply and shall assure that any of its subcontractors performing work under this Contract comply, with T.C.A. § 49-5-413, which requires all contractors to conduct 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. Also, the selected photographer will certify that all its employees or its subcontractors having contact with students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).

The selected photographer is responsible for all sales to parents and students, for the collection of any payment for the photographs and for the distribution of photographs, including delivery within thirty (30) days from the date of sale. All inquiries regarding the status of photo orders will be directed to the selected photographer.

Evaluation

The evaluation period commences with the opening date of the RFP and ends with the issuance of a recommendation to award the agreement. The Procurement Manager may conduct discussions with any responder who has submitted a proposal to determine the responder's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other responders.

During the evaluation period, the contents of all offers, correspondence, agenda, memoranda, working papers, discussions or other medium which discloses any aspect of a qualification offer shall be held in the strictest confidence until the Procurement Manager makes a recommendation to award, unless prohibited by the governing laws of the State of Tennessee.

A Selection Committee representing KCS will review all complete responses received by the deadline and select the best qualified firm.

Proposals will be evaluated as follows:

Conformance to this RFP	10%
Guaranteed Revenue Payment	40%
Value Added Services	25%
Past Experience/References	25%

Agreement

After the evaluation, an agreement may or may not be entered into by the City. The City reserves the right to reject all proposals. For any resulting agreement from this RFP, the City of Kingsport reserves the right to cancel upon 30 days written notice without penalty.

The agreement that will be used for this RFP is included in this package.

This Request for Proposal and any related addendums will 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.

All contracts and renewals must be sent to Sandra Sloan, Assistant Procurement Manager, Kingsport City Schools, for review and execution by authorized personnel per the City of Kingsport Code of Ordinances. School Principals and staff do not have the authority to legally bind the City of Kingsport and its Kingsport City Schools.

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 selected vendor then the City reserves the right to select or negotiate with another vendor.

Once the contract is signed, schools are prohibited to contract directly with other photography vendors during the selected vendor's contractual term. Under no circumstances shall any Kingsport City School accept payments or compensation from any photo vendor other than their selected photography vendor. This includes all school sanctioned clubs, groups, and band.

The language of this RFP and any addenda shall be binding unless amended by the City and selected vendor. A copy of this original RFP and any related addenda must be included in the agreement. The terms and conditions of this RFP and any related executed agreements shall constitute entire agreement.

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

For any resulting agreement from this RFP, the City reserves the right to cancel upon thirty (30) days written notice without penalty.

Term

The initial term of award will be July 1, 2025, through June 30, 2026. The City may also desire to extend the award for up to three (3) additional years in one (1)-year increments providing selected vendor continues with acceptable service level, reasonable fees to student families, and guaranteed revenue. The possible term, assuming all renewals are exercised, would be through June 30, 2029. Prior to the last term end date, the City will again issue a Request for Proposal.

Payment

The selected photographer agrees to pay the middle schools and high school a guaranteed revenue payment in two equal payments, the first payment being due on or before December 1 and the second payment due on or before May 1. The guaranteed revenue payment is required for each school. If sales are more than the amount of the guaranteed shared revenue proposed during the term of this agreement, the photographer will pay KCS 10% of 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.

Schedule

Request for Proposals Released.....	March 12, 2025
Deadline to Submit Questions	March 25, 2025
Addendum Posted.....	March 31, 2025
Due Date for RFP	April 15, 2025
Review & Selection	April 16-25, 2025
Board of Education Approval	May 13, 2025
Agreement Fully Executed On or Before	May 31, 2025

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally selected against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order 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. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.
- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.
- O. 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. Do you or any officers/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 _____
 5. Are you or any officers/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 _____
 6. By submission of this form, the vendor is certifying that no conflicts of interest exist.
- P. DRUG FREE WORKPLACE REQUIREMENTS:
- 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.

Q. ELIGIBILITY:

1. 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.

R. GENERAL:

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

S. IRAN DIVESTMENT ACT:

1. 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.

T. NON-COLLUSION:

1. 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.
2. 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.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

1. 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.

V. NON-BOYCOTT OF ISRAEL AFFIDAVIT

1. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.
Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.