



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

REQUEST FOR PROPOSAL (RFP)

Sports Photography
for
Kingsport City Schools (KCS) Athletics



Sandra Sloan
Asst. Procurement Manager
Kingsport City Schools
ssloan@k12k.com

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, 415 Broad Street, 4th Floor, Kingsport, TN 37660, no later than **4:00 p.m., June 30, 2021**. 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 Dobyns-Bennett High School.

All questions regarding this Request for Proposal (RFP) should be submitted to Sandra Sloan, Assistant Procurement Manager, Kingsport City Schools via email at ssloan@k12k.com, by June 23, 2021 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 or multiple vendors 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 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, 2021 – June 30, 2022

- Once a school selects a vendor or vendors 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(s) 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(s) for their school based upon submissions received. Individual schools can select the same or different vendor(s) 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(s) (assuming acceptable level of service and fees) through annual renewals. 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(s) to coordinate use of a subcontract vendor if appropriate. Awarded vendor(s) 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 vendors' 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 16, 2021.

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) Signed Compliance Affidavit
- 3) Completed Reference Request Form
- 4) Middle School/ High School Sports Team Photography, includes team pictures, action shots for yearbook and special event photography for Athletics Department (media day, etc.). Include proposed Guaranteed Payment (Paid to KCS in two payments). All photographs of athletic teams and action shots taken at Athletic events must be submitted to the KCS School yearbook coordinator for consideration for the yearbook.
- 5) Sample Photos
- 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	VOLLEYBALL	JV, VARSITY	VOLLEYBALL	JV, VARSITY
FOOTBALL	FRESHMAN, JV, VARSITY	WRESTLING	1 TEAM	WRESTLING	1 TEAM
TENNIS	JV, VARSITY	GOLF	BOYS TEAM GIRLS TEAM	GOLF	
VOLLEYBALL	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

The 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.

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

- High School Sports Photography Only
- (1) Middle School Sports Photography Only
- (2) Middle Schools Sports Photography
- All three (3) Schools

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 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	

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
\$ _____ - Dobyns- 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

\$ _____ - Dobyns-Bennett

Authorized Representative Signature

Date