



June 8, 2020

PROJECT: Youth Sports Photography

Dear Prospective Submitter:

You are invited to submit a sealed price proposal for the above project. A copy of the Public Notice, Affidavits Form, and Request for Proposal are attached. Please make certain you sign the Proposal Form and Affidavits Form(must also be notarized) and include with your sealed proposal. Other items may be required to be included in your proposal so please read the documents thoroughly.

If you have questions please contact me at (423) 229-9315 or email brentmorelock@kingsporttn.gov . We look forward to receiving your proposal.

Regards,

Brent Morelock, CPPO, CPPB
Procurement Manager

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 contender 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: _____

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, June 25, 2020, and at that time opened in the Procurement Department located at 625 West Industry Drive. Due to the COVID-19 emergency, neither the public nor vendors will be allowed to be physically present at the bid opening. However, you may dial 423-343-9958 to participate via conference call. If the sealed proposal is being delivered by a courier, it can be mailed to 225 W. Center Street, Kingsport, TN 37660. If the sealed proposal is being physically brought in by a vendor the day of the bid opening, please drop it off in the bin outside of the Purchasing Department door at 625 W. Industry Drive, Kingsport, TN 37660. All bids will be considered for award or rejection at a later date.

PROJECT: Youth Sports Photography

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

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

No submitted proposals may be withdrawn for a period of 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, 225 W. Center St., Kingsport, TN 37660 and marked "Youth Sports Photography". 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: 06/07/20

Chris McCartt
City Manager

Introduction

The City of Kingsport Parks & Recreation Department is soliciting sealed Proposals for Youth Sports Photography. Additional details are included within this document.

Submittal Requirements

1. Submittals will be received by the Procurement Manager until 4:00 P.M. Eastern Time on June 25, 2020, at which time it will be opened and the names read aloud in the Procurement Department, 625 W. Industry Drive, Kingsport, TN 37660. Due to the Covid Emergency neither vendors nor the public will be allowed to be present at the opening. However, you may join the opening via conference call by dialing 423-343-9958.
2. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed and marked as follows:
Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, TN 37660
Proposal for "Youth Sports Photography"
3. Submittals, modifications or corrections received after the scheduled closing time of the receipt of proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
4. No submittal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.
5. No oral interpretation will be made to any proposer as to the meaning of the specifications or any part thereof. Each written request for clarification or interpretation shall 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 in writing to the Procurement Manager by 4:00 P.M. June 16, 2020 and an addendum will be issued by 4:00 P.M. June 18, 2020 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests shall be submitted to the Procurement Manager by e-mail (brentmorelock@kingsporttn.gov).

6. 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.
7. Submit one (1) original, four (4) copies of the submittal.

Within the technical submittal, please include the following:

- Signed and Notarized Compliance Affidavits Form.
- A cover letter with the name, address, phone number, fax number, and website URL for your firm together with the name, address, phone, fax and email for the project manager or person whom the City of Kingsport should contact in regard to the EOI/RFQ.
- The proposer SHALL address all the requirements as set forth within this EOI/RFQ request. If there are exceptions or deviations from any requirement, these exceptions SHALL be identified within the proposal.

The City of Kingsport Parks & Recreation Department will establish a selection committee to review the submittals.

Additional Terms and Conditions

Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and bidder must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemptions Certificate will be furnished upon request.

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 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 s proposal. The city will not indemnify the successful Proposer.

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 awarded against the City.

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 an

agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

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.”

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 will 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, the bidder and the City and their representative agents and employees, City and their representative agents and employees, occasional 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 Workmen’s 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.”

Insurances required with a minimum of \$1,000,000.00 limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner’s Liability.

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

F.O.B. – All prices will be quoted F.O.B. Kingsport, TN, delivery to City of Kingsport’s location shall be without additional charge.

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.

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.

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.

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 courts or federal for Kingsport, Sullivan County, Tennessee.

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.

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.

All contracts or purchase orders will include a provision that it is not assignable by the Proposer without the written consent of the city.



Kingsport Parks and Recreation

- Request for Proposals -

Youth Sports Photography

I. Overview:

The City of Kingsport Parks & Recreation Department is currently soliciting proposals from qualified firms interested in providing photography services for youth sports for a two year period, August 1, 2020 through July 31, 2022.

Programs Include:

Youth Basketball, Youth Baseball, and Youth Softball, Youth Volleyball, Adult Basketball, and Adult Softball.

Program	Season Dates	# of Teams(Average)	# of Players per Team (Average)
Fall Youth Baseball	August-October	20	12
Fall Youth Softball	August-October	9	12
Youth Basketball	October-February	77	9
Spring Baseball	April-June	41	12
Spring Softball	April-June	16	12
Outdoor Volleyball	May-July	47	3-4
Adult Softball	August-October and April-June	54	12
Adult Basketball	October-February	24	10

II. Scope of Elements:

Expectations of City of Kingsport

- a. Kingsport Parks & Recreation Department will provide the Contractor (Photographer) league schedules and coaches information prior to the beginning of play.
- b. Kingsport Parks & Recreation will provide adequate space to take photographs if needed.

Expectations of Contractor:

Completed proposals must include a written description of the proposer's ability to meet the following expectations:

- a. Work with Kingsport Parks & Recreation staff to schedule team and individual picture days during each sports program.
- b. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner. Many leagues play at the same time, but at differing locations.
- c. Deliver picture day information forms to Kingsport Parks & Recreation for each individual player no later than 14 days prior to picture day.
- d. Offer a variety of picture packages, including affordable options.
- e. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
- f. Ensure all photos and merchandise be returned to individuals and teams. The Kingsport Parks & Recreation will not be responsible in distributing the merchandise to each team during the regular season. The contractor will be solely responsible to deliver the merchandise to the participants/parents.
- g. Provide all participants with clear, properly formatted, professional quality color prints.
- h. Resolve any problems associated with photo sessions or with the delivered products.
- i. Provide a report within 30 days of photography session showing the total sales generated from each photography session. Agree to pay City of Kingsport Parks and Recreation a

set commission rate of gross sales or a set amount for each package sold for each sport program's photography session laid out in the pay structure section of this document.

III. Proposal of Elements

Services Provide: Only complete proposals will be accepted.

- a. Name of applicant/firm
- b. Contact information
- c. Statement of interest
- d. List of similar sized services provided in the last year.
- e. Detailed timeline of photography schedules to include:
 - i. When forms will be provided to participants for each season.
 - ii. Types of packages available to participants.
 - iii. Location of photography sessions.
- f. Samples of previous work including photo(s), registration form(s), a list of package options and prices.
- g. Statement of ability to provide needed services (as listed in the 'Expectations section above)
- h. Statement indicating the "percentage of Gross Sales" or the amount of "per Package Sold" to be returned to the City of Kingsport Parks & Recreation as outlined in the 'Price Structure' section below.

IV. Price Structure

Define the value and price of your product:

- a. What product service do you offer?
 - i. Packages offered
 - ii. Affordable pricing options
- b. Commission Rate
 - i. Percentage of gross sales? Profits?
 - ii. Set amount
- c. Profit/Sales Reporting

V. Selection Criteria

The contract term for this service will be for a two year period, August 1, 2020 through July 31, 2022 with a renewal option in annual increments if costs are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

- a. The City of Kingsport reserves the right to accept or reject any or all proposals submitted under this request.
- b. The City of Kingsport reserves the right to negotiate options with the successful bidder on items specified by this proposal.
- c. The City of Kingsport reserves the right to negotiate payment terms with the successful bidder.
- d. The City of Kingsport reserves the right to terminate the contract at any time.

Proposal Deadline

The deadline for submitting proposals is June 30, 2020 at 4:00pm. Please submit RFP and all supporting documents to: Procurement Manager, City of Kingsport, 225 W. Center Street, Kingsport, TN 37660.

Expected award date is August 1, 2020.

City of Kingsport Parks and Recreation

Attn: Brent Morelock, CPPO, CPPB, Procurement Manager

City of Kingsport

Procurement Department

225 W. Center Street

Kingsport, TN 37660

423-229-9315

brentmorelock@kingsporttn.gov