

Murfreesboro City Schools

Request for Proposal

Elementary School Photography and Yearbooks

RFP Number: 2023-06-2

Proposal Due On:

July 14, 2023

2:00P.M. CST

Murfreesboro City Schools

1 Preamble

Murfreesboro City Schools (hereinafter, "MCS" or "District") is seeking a contract with a company (hereinafter, "Proposer") for the following purposes:

- Elementary School Photography and Yearbooks

The goal of this RFP is to (a) provide a description of the work needed, (b) provide instructions regarding required forms and content of proposal, (c) establish scoring criteria, and (d) establish the expectations of Proposer.

Request for Proposal Release Date: **June 30th, 2023**

The deadline for questions is **2:00 PM CST on July 7, 2023**. Questions will receive a response by **2:00 PM CST on July 11, 2023**.

Proposals in response to this RFP must be received by **2:00 PM CST on July 14, 2023**. There will not be a public opening for this RFP, but the names of the respondents will be recorded publicly at the time of the due date and time.

All questions, comments or concerns regarding this RFP should be addressed in writing to Lacie Young at lacie.young@cityschools.net. Attempts to contact anyone else regarding this RFP shall be viewed as an attempt to circumvent the competitive bidding process and may result in the disqualification of your bid(s). Phone calls regarding this RFP will not be accepted.

2 District Background

Murfreesboro City Schools has 14 schools on 15 campuses. We have 9,349 students that we serve. We have a total of 1900 employees throughout MCS. Our smallest school is 349 students and our largest is 1,109 students. MCS is the 23rd largest district in Tennessee out of 148 districts.

3 Statement of Work

3.1 Elementary School Photography and Yearbooks

MCS' objective is to establish a contract with a responsible firm that can provide photography services to schools with the highest quality photography services and products for MCS students at the best price.

Murfreesboro City Schools

- 3.1.1 Murfreesboro City Schools currently enrolls more than 9,300 students and operates 14 elementary schools.
- 3.1.2 MCS intends that the successful contractor shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide photography and yearbook services as requested by schools in MCS.
- 3.1.3 This solicitation is for school photography and yearbook services.

3.2 Service Requirements

- 3.2.1 Firms will provide experienced representative(s) who will work on a regular basis with school personnel to answer any questions regarding procedural or financial matters pertaining to the individual services required.
- 3.2.2 Firm's representative(s) will meet with each principal or designee prior to photo sessions to agree upon specific dates and to resolve any logistical issues.
- 3.2.3 All scheduling shall be coordinated with the principal or bookkeeper of each school; schedules shall be submitted to the principal of each school by the bidder. All picture days shall be scheduled at least six weeks prior to the date.
- 3.2.4 The schedule shall include but not limited to: Initial photography date, delivery of proofs and order forms, cut-off date for return order and collection of money, make-up photography date for Fall, cut-off date for return of order and collection of money for re-takes, re-take proof delivery date.
- 3.2.5 All student, faculty and staff, and group packages shall be delivered to each individual school within 4-6 weeks of order placement and payment. Options for ordering shall be paper proof and digital.
- 3.2.6 It shall be the responsibility of the school personnel to notify parents/guardians of the dates that photographs are scheduled for.
- 3.2.7 The firm represents that it is a duly organized and licensed entity that employs qualified and experienced personnel who specialize in providing the photography services required hereunder. If selected, the firm agrees to provide

Murfreesboro City Schools

enough personnel who are suitably qualified and experienced and who are in all respects acceptable to MCS to perform the services required.

- 3.2.8 The firm represents that it has carefully screened its employees and any subcontractors and determined that they are people of high professional and moral character and fully suitable to be working with students. The firm covenants that all employees and subcontractors (if any) assigned to work in the schools will conduct themselves in a responsible, courteous, and professional manner. MCS, in its sole and absolute discretion, shall have the right to direct the firm to remove any personnel (including subcontractors) from the schools for any reason.
- 3.2.9 All employees shall report to the front office of each school immediately upon arrival to check in and receive a visitor's pass. This pass shall be always worn while on school property.
- 3.2.10 Employees shall always obey posted traffic signs and speed limits while on school property.
- 3.2.11 Vehicles parked on school property are subject to search for drugs, drug paraphernalia, dangerous weapons, and other property not properly in their possession.
- 3.2.12 The carrying of weapons on school property is a felony punishable by up to six years imprisonment and a \$3,000 fine.
- 3.2.13 Smoking, vaping, or the use of other tobacco products is always prohibited on school property. **This is a state law.**
- 3.2.14 Alcohol/illegal drugs are not permitted on school property at any time.
- 3.2.15 Employees are prohibited from speaking with school staff and/or students in any manner that would be considered demeaning, vulgar, suggestive, racial, or sexual innuendo.
- 3.2.16 Any employee found to have stolen or vandalized school property will be prosecuted. Additionally, the vendor shall be held responsible for restitution.
- 3.2.17 Employees will be permitted only in the areas of the school necessary for the performance of their job. Wandering through the building will not be permitted.

Murfreesboro City Schools

- 3.2.18 Firms submitting proposals must agree to provide photography services to all MCS elementary schools under this contract.
- 3.2.19 All photos will be shot with state-of-the-art professional photographers who have the desire to present the student with an outstanding portrait.
- 3.2.20 The firm shall provide enough cameras to allow completion of photographs within a time period deemed acceptable by each principal. Firms should include in their proposal the number of cameras they will assign per student membership (for example, 1 camera per 400 students).
- 3.2.21 The quality of all photos will be superior, will meet all yearbook publication requirements (uniform sizing, cropping, pose, head size, background color and/or attire) and will be deemed satisfactory to students, parents, and publication staff and/or advisor. Firms will provide an unconditional, money-back guarantee of all work to the school and to each individual student who may order personal portrait packages. Refunds or replacements will be provided within 30 days. Students and/or parents are under no obligation to purchase portrait packages. All portraits for yearbook publication purposes only must be taken by the firm under contract. There is no charge to the student for the standard yearbook portrait. This information should be written on all applicable materials sent to students and parents.
- 3.2.22 Firms shall provide a local or toll-free number and office hours that the school and parents can use.
- 3.2.23 By request, the firm shall provide initial and reminder fliers and posters in a timely manner.
- 3.2.24 In exchange for providing significant logistical services such as space, utilities, photo session, scheduling, bookkeeping, etc. each school receives a commission from photographers. This commission is used by schools to acquire products to enhance their instructional programs. Commissions shall be remitted by the firms to the schools within thirty (30) days of receipt of payments.
- 3.2.25 Please list package options and prices.
- 3.2.26 Reasonable processing fees, shipping and handling, taxes shall be included in the cost to be covered by the parent/ guardian. This cost shall not be included in the cost of the package price.

Murfreesboro City Schools

3.2.27 Sales tax will be paid by the firm to the State of TN.

3.2.28 The firm shall provide documentation of sales for each session.

3.2.29 The listing shall include student name and amount of purchase.

3.2.30 Firm shall provide as part of documentation a report listing a breakdown of purchases with processing fee, amount of purchase, taxes and shipping and handling.

3.3 Faculty & Staff Group Pictures & Badges, Fall Pictures, Fall Re-takes

3.3.1 Firms will take individual and/or class color photography of all students and faculty.

3.3.2 All students must be photographed for school purposes, regardless of purchase.

3.3.3 Each individual student, faculty and staff member shall be photographed without discrimination towards sex, race, or creed.

3.3.4 Each student shall be identified with their first and last name.

3.3.5 The background shall be determined by the photographer that is provided for school pictures.

3.3.6 Firm may offer retouching at the parents/students' request. Firms must provide retouching charges on the Pricing Schedule they submit with their proposals.

3.3.7 The initial photo session will be followed within forty-five (45) days by a make-up day for lost, unacceptable or damaged photos, and for students and faculty not photographed at the initial photo session. There will be no charge, or threat of charge, for retakes. The specific make-up date must be approved by the principal.

3.3.8 The firm will provide images for the yearbook advisor. Images will be formatted for the yearbook advisor to create yearbooks to meet publication deadlines are satisfactorily met.

Murfreesboro City Schools

- 3.3.9 School employees of the District shall receive one photography package and school ID badge complimentary/free of charge.
- 3.3.10 Photographic options and packages offered to schools shall be the same as those submitted and approved through the Proposal. A signed copy of the Pricing Schedule must be submitted with this information.
- 3.3.11 Firms will photograph every student for the yearbook, at no charge, whether they are purchasing pictures.
- 3.3.12 Firms shall pay schools a commission on portrait sales as defined in Service Requirements.

3.4 Spring Pictures

- 3.4.1 Spring photos and class group pictures will be taken in February or March. The specific date must be approved by each principal.
- 3.4.2 The photographic options and packages offered to schools shall be the same as those submitted with vendor's proposal. Firms shall not offer any package that has not been submitted with the proposal.
- 3.4.3 Class photos will include the name of the school, teacher, the school year date (for example, 2023-2024), and the names of those photographed in order of appearances.
- 3.4.4 All student, faculty and staff, and group packages shall be delivered within 30 (thirty) days of order placement and payment.
- 3.4.5 Firms shall pay schools a commission on portrait sales as define in Service Requirements.

3.5 Group Photos/Special Activities

- 3.5.1 The successful bidder shall be available for Basketball and Cheer pictures in uniform during their season in the Fall.
- 3.5.2 The successful bidder shall be available for Kindergarten Graduation pictures for the schools that request them.

Murfreesboro City Schools

3.5.3 Firms shall pay a commission on portrait sales, group photos and special activities as defined in Service Requirements.

3.6 Yearbooks

3.6.1 Firms shall provide the yearbook services for MCS to create school yearbooks.

3.6.2 Firms shall provide a worksheet showing commissions to be paid on yearbook sales.

3.6.3 Firms shall provide training/instructions to Administration/designee for Yearbook creation.

3.6.4 Firms shall provide instructions/training to allow online purchasing options.

3.6.5 Firms shall provide a detailed listing of sales for audit purposes.

3.6.6 Options for ordering shall be paper proof and digital.

3.7 Contractor Performance

3.7.1 If the contractor either fails to perform within the time specified, or a reasonable time, or fails to perform satisfactorily in accordance with the specifications, Murfreesboro City Schools may take appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be charged to the original contractor.

3.8 Period of Contract

3.8.1 The period of this contract shall begin with the 2023-2024 School year. **Please note that decisions regarding photography service firm(s) are only for one school year at a time.**

4 Contents of Proposal

4.1 Proposal Content

All Proposals must include the following:

- 2023 Face Sheet, attached.

Murfreesboro City Schools

- Certification Form, attached.
- Schedule of order options and cost.
- Sample commission statement shall be included with proposal.
- Photo samples and examples of product offered.
- Proposals must include the following section headings, and address each specific question:
 - Section One: Introduction and Executive Summary
 - Section Two: Proposers background information, including company background, relevant experience, service array, service response, and at least three references including contact information for similar sized projects, preferably from schools in Tennessee. In addition, each proposal must address the following questions:
 - How many years of experience do you have working with the proposed product line?
 - Section Three: Delivery schedule, including both Proposer's and District's responsibilities.

Proposals shall be sealed in an envelope or other appropriate sealable container, and include one (1) signed original, two (2) printed copies, and one (1) electronic copy on flash drive.

Proposals that are missing one or more of these sections or any of the required forms will not be reviewed.

4.2 Proposal Format

Proposals should be on standard 8.5X11 paper for ease of copying and distribution. If it is necessary to include a document of larger size, please indicate in cover letter. Please do not bind proposals.

4.3 Submitting a Proposal

Sealed proposals must be submitted to: Lacie Young, Purchasing Agent, Murfreesboro City Schools, 2552 S. Church Street, Murfreesboro, Tennessee 37127.

Proposal shall remain sealed until bidding has been closed.

Murfreesboro City Schools

Proposals shall be received by the date indicated in this RFP. Proposers are solely responsible for ensuring bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension.

5 Scoring Criteria

The following criteria shall be used to evaluate bids:

10 Points	Completeness and content of the proposal, including a clear understanding of requirements
20 Points	Respondent's company and staff experience, qualifications and ability in providing services of a similar nature and compliance with provisions/requirements for photography services.
30 Points	Scope of Serviceability to meet the scope of services. Performance with past service with MCS or other referenced customers, if applicable.
40 Points	Proposed pricing and value of incentives

5.1 Non-Responsive Bids

The proposer's bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements such as the following are included:

- This bid does not constitute a binding offer;
- This bid will be valid only if this offer is selected as a finalist or in the competitive range;
- The Proposer does not commit or bind itself to any terms and conditions by this submission;
- This document and all associated documents are non-binding and shall be used for discussion purposes only;
- This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representative of both parties; or
- A statement of similar intent.

6 Additional Information

6.1 Addendum and Other Documentation

Murfreesboro City Schools

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. It is the responsibility of the Proposer to ensure they have reviewed the RFP and any addendum prior to submitting a proposal.

Questions shall be answered within two business days. When questions cannot be answered within this timeframe, the questions shall be marked “answer pending” until such a time as an answer may be posted.

The district reserves the right to not answer some questions if, in the opinion of the district and their agents, the answer is not necessary to provide a qualified bid. For example, the answer to the question “How much are you currently paying for this service” is irrelevant because the district expects each Proposer shall provide the “best and final” offer in their proposals.

Please see the deadline for submitting questions, above.

6.2 Authorized Signatures

Every proposal must be signed by the person or persons legally authorized to bind the Prosper to a contract.

6.3 Award Rights

The District retains the right to award all, or part of the work described in Section One, above, to one or more Proposers, as determined, in the District's sole discretion, to be in the best interest of the District.

6.4 Cancellation

The District retains the right to cancel this RFP and all supporting documents at any time.

6.5 Clarifications

The District reserves the right to obtain clarification of any point in the proposal obtaining information necessary to properly evaluate the proposal, including contacting subcontractors if listed in the proposal. Failure of a Proposer or Subcontractors to respond to such a request for more information or clarification may result in rejecting the

Murfreesboro City Schools

proposal. The District's retention of this right shall in no way reduce the responsibility of the Proposer to submit a complete, accurate, and clear proposal.

6.6 Compliance with Local, State, and Federal Laws

The Proposer must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process. Additionally, the Proposer must have the appropriate licenses necessary to complete the proposed work if their proposal is accepted.

6.7 Insurance Requirements and Indemnification

- 6.7.1 Contractor shall be responsible for its work, services, and products and every part thereof, and or all materials, tools, equipment, appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and products, and for damage or injury to property or persons, wherever located, resulting from any action, omission, commission, or operation connected in any way whatsoever with Contractor's work, services, and products.
- 6.7.2 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from insurers with A.M. Best Rating of A- or better, licensed to conduct business on the State of Tennessee, and acceptable to MCS.
- 6.7.3 Certificates of Insurance-Contractor shall provide these insurance requirements to their insurance agent/broker for evaluation and processing of an original, signed Certificate of Insurance showing evidence of coverages and listing Murfreesboro City Schools as the Certificate Holder. Emailed electronic scans of the original certificate from the Contractor's insurance representative will be accepted. The certificate shall be provided prior to provision of work, services, and products.
- 6.7.4 The certificates shall provide evidence that the following minimum insurance coverages. Limits, and endorsements required herein are in full force and effect. Contractor's insurance agents/brokers shall provide insurance policy

Murfreesboro City Schools

endorsements for those coverages below requiring Murfreesboro City Schools as an Additional Insured on the Contractor's liability coverages.

- Workers; Compensation Insurance-Tennessee Statutory Benefits
- Employers' Liability Insurance-\$1,000,000 each accident and each employee
- Commercial General Liability Insurance-\$1,000,000 each occurrence and on an annual aggregate" per project" basis. Coverage shall name Murfreesboro City Schools as an Additional Insured and shall include coverage, not limited to, Products/Completed Operations, Independent Contractors, Contractual Liability, and Cross Liability.
- Umbrella or Excess Liability Insurance offer the above listed coverages naming Murfreesboro City Schools as an additional insured as per the underlying or primary Liability Insurance-\$1,000,000 each occurrence and aggregate limit shall be designated to apply per project.
- Photographer's Professional Liability (Errors and Omissions) insurance with a minimum limit of \$1,000,000 each occurrence and aggregate to cover the professional services and legal liability, negligence, wrongful acts, errors, or omissions for Contractors services. It is preferred that the coverage be on an occurrence basis.
- Cyber or Technology Liability Insurance with a minimum limit of \$1,000,000 each occurrence and aggregate to cover compromised client data including stored digital images and client financial information.

6.7.5 Notice of Cancellation, Non-Renewal, or Material Change in Coverage- Contractor shall provide a new certificate prior to any change, renewal or cancellation date. There shall be no cancellation, nonrenewal, material change, or potential exhaustion of aggregate limits of insurance coverages without 30 days written notice by Contractor or its insurer. MCS shall have the right, but not the obligation, of prohibiting Contractor from providing work, services, and product until a new Certificate of Insurance evidencing the replacement coverage is provided to MCS.

6.7.6 Indemnification-To the fullest extent permitted by law, Contractor agrees to save, defend, keep harmless and indemnify Murfreesboro City Schools and all of its officials, agents, volunteers, and employees from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney's fees, and defense costs of third party claims), charges and exposures caused in whole or in part by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or

Murfreesboro City Schools

arising out of, or in any way connected with the provision of work, services, and products required herein by Contractor, Supplier, Contractor's subcontractor(s), or anyone directly or indirectly employ or hired by Contractor or anyone for whose acts Contractor may be liable. MCS reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall continue in full force and effect until Contractor completes the provision of the required work, services, and products, except the indemnification shall continue for all products or completed operations after final acceptance of the work, services, and products by MCS. Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This section shall survive Contractor's provision of work, services, and products, and the purchase of insurance by Contractor shall not be construed as a fulfillment or discharge of the obligations set forth in this section. MCS is prohibited from indemnifying and holding harmless Contractor and/or any third parties. Nothing herein shall be construed as a waiver of MCS's sovereign immunity under law.

6.8 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Proposer to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests, (e.g., Tennessee Public Records Act, T.C.A. 10-7-501 et. Seq.) Marking the entire proposal as "proprietary" may result in the rejection of your proposal.

Any information marked as "proprietary" shall be protected to the best of the District's ability. However, the decision to release proposals remains with the District.

6.9 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal but they must be declared with the proposal.

6.10 Cost of Preparing Proposal

All costs incurred in the preparation or presentation of the proposal(s) shall be the responsibility of the Proposer and shall not be reimbursed by the District.



6.11 Debarment

The Proposer must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state, or federal department or agency. The Proposer agrees to notify the District of any change to this status.

6.12 Errors in the Proposal

Proposers are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

6.13 Family Education Rights and Privacy Act

Student educational records are subject to 20 U.S.C. 1232g, Family Education Rights and Privacy Act (FERPA) and may not be disclosed except in very limited circumstances. The Proposer shall ensure that every employee or subcontractor responsible for carrying out the terms of this contract is aware of the confidentiality acknowledgement that indicated that he or she understands the legal requirements for confidentiality. The Proposer is responsible for the actions of its employees and subcontractors and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees and subcontractors who must have access to it to perform their responsibilities pursuant to this contract.

6.14 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP. And the Proposer's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

- The Agreement and any written and fully signed amendments thereto.
- The District's RFP and any written amendments thereto.
- The Proposer's Response to the RFP and any authorized written amendment or clarification thereto.

6.15 Incorporation of the RFP and Proposal in the Final Agreement

Murfreesboro City Schools

The RFP and the selected Proposer's /proposers' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Proposer.

6.16 Proposal Disposition

All materials submitted in response to this RFP shall become property of the District.

6.17 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

6.18 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, MCS shall publish an addendum.

6.19 Taxes and Other Fees

Current use taxes and other fees must be included as separate line items in the proposal.

6.20 Terms of Validity

Proposal shall be valid for a period of 120 days or greater.

6.21 Use of Subcontractors

The Proposer shall, in all cases, serve as the sole point of contact regarding any subcontracted services, equipment, software and supplies, and shall ensure that all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Proposer.

6.22 Withdrawal of Proposal

Murfreesboro City Schools

The Proposer may withdraw their proposal from consideration at any time prior to the bid opening by contacting the Purchasing Agent, Lacie Young, lacie.young@cityschools.net.

6.23 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practice of the Contractor on the grounds of handicap or disability, age,

race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Murfreesboro City Schools

Attachment 7.0

2023-2 MCS Proposal Face Sheet

Request for Proposal Information	
School Name:	Murfreesboro City Schools
MCS RFP #	2023-2
Organization Information	
Organization's Name:	
Organization's DBA:	
Mailing Address	
City:	
State:	
Zip Code:	
Primary Contact	
	*This should be the person most able to answer questions about your proposal.
Name:	
Title:	
Phone:	
Email:	
Secondary Contact, if Applicable	
Name:	
Title:	
Phone:	
Email:	

Murfreesboro City Schools

Attachment 7.1

Proposal Agreements and Certification Page

Please initial in front of each true statement. If you are unable to certify any statement, please provide an explanation on an attached page. Failure to certify any of the statements below does not necessarily disqualify your proposal, but you must include an explanation.

_____ My Company/organization is not currently debarred or excluded from doing business with the federal or state government in which this District resides.

_____ My company/organization is a non-discrimination policy.

_____ My company/organization is in compliance with the laws of the State of Tennessee.

_____ We certify that no member of our company/organization is employed by the District or otherwise has a material interest in the District other than through existing contracts for goods/services.

_____ We certify that no member of our company/organization has paid a fee, offered commission or compensation, offered a gift, gratuity, or other item of value to any official, or board member of the District, or affiliated organization such as PTA or booster club.

_____ I certify that I am authorized by my company/organization to make these certifications.

Company Name

Printed Name

Signature

Title

Date

Murfreesboro City Schools

Attachment 7.2 Iran Divestment Act

By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to T.C.A. § 12-12-106.

By (Authorized Signature)

Date Executed

Printed Name and Title of Person Signing

Non-Boycott of Israel

By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

By (Authorized Signature)

Date Executed

Printed Name and Title of Person Signing

Murfreesboro City Schools

Attachment 7.3 Cost Proposal Form

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, MCS shall determine the proposal to be nonresponsive and reject it. The Proposer must sign and date the Cost Proposal.

Price list and various packages of photos must be attached to this Cost Proposal Form. Please note submitted prices must include the commission offered as defined in Service Requirements in this RFP.

Check all services offered:

- Fall Portraits
- Fall Re-takes
- Spring Pictures
- Class Pictures
- Athletic Pictures
- Kindergarten Graduation
- Web Portal to view proofs
- Online ordering for parents
- Orders shipped directly to parents
- Digital Pictures with print release option

Murfreesboro City Schools

Attachment 7.3 Cost Proposal Form

List other services/incentives individually below, along with the value of those services. A separate page(s) may be used if needed.

<u>Service</u>	<u>Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

<u>Other Incentives</u>	<u>Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Percentage of Commission Offered

<u>Fall Pictures</u>	_____ %
<u>Fall Re-Takes</u>	_____ %
<u>Athletic Pictures</u>	_____ %
<u>Spring Pictures</u>	_____ %
<u>Class Pictures</u>	_____ %
<u>Kindergarten Graduation Pictures</u>	_____ %

- Please attach a worksheet for yearbooks for percentage of commission based on quantity sold.



Attachment 7.4

BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

Bidder, after being first duly sworn, affirms that it has a Drug-Free workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. It has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. It operates a drug and alcohol testing program at least as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer



Attachment 7.5

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past five years.

1.) Customer Name _____

Address _____

Telephone:() _____ Email: _____

Contact Name: _____

2.) Customer Name _____

Address _____

Telephone:() _____ Email: _____

Contact Name: _____

3.) Customer Name _____

Address _____

Telephone:() _____ Email: _____

Contact Name: _____

My Company has been in this type in this type of business for ____ years.

State License Number: _____

Expires: _____

Murfreesboro

City Schools

Attachment 7.6 Elementary School Listing

School	Address	Students (Approx.)
Black Fox Elementary	1753 South Rutherford Blvd. Murfreesboro, TN 37130	741
Bradley Academy	511 Martin Luther King, JR. Blvd. Murfreesboro, TN 37130	357
Cason Lane Academy	1330 Cason Lane Murfreesboro, TN 37128	718
Cason Lane PreK	930 Cason Lane Murfreesboro, TN 37128	
Discovery School @ Bellwood	1165 Middle Tennessee Blvd. Murfreesboro, TN 37130	387
Erma Siegel Elementary	135 W. Thompson Lane Murfreesboro, TN 37129	753
Hobgood Elementary	307 South Baird Lane Murfreesboro, TN 37130	607
John Pittard Elementary	745 DeJarnette Lane Murfreesboro, TN 37130	724
Mitchell-Neilson Primary	1303 Jones Blvd. Murfreesboro, TN 37129	
Mitchell-Neilson Elementary	711 West Clark Blvd. Murfreesboro, TN 37129	548
Northfield Elementary	550 West Northfield Blvd. Murfreesboro, TN 37129	600
Overall Creek Elementary	429 Otter Trail Murfreesboro, TN 37128	955
Reeves-Rogers Elementary	1807 Greenland Drive Murfreesboro, TN 37130	360
Salem Elementary	3400 Saint Bernard Way Murfreesboro, TN 37128	966
Scales Elementary	2340 St. Andrews Drive Murfreesboro, TN 37128	1022