

Murfreesboro City Schools

DATE OF POSTING May 20, 2025



Request for Proposals

for School Photography and Yearbook Printing

RFP 2026-01

SUBMIT PROPOSALS TO:

Murfreesboro City Schools

Finance Department- Purchasing

Adam Grisz

2552 South Church Street

Murfreesboro, TN 37127

NO LATER THAN 10:30 A.M., CST ON June 3, 2025

To be publicly opened for furnishing the following supplies, materials, and/or services. Proposals must be received in a sealed envelope with RFP number clearly marked. RFP documents shall be submitted in sealed envelopes with the outermost envelope clearly marked: RFP 2026-01, ATTN: ADAM GRISZ

Notice of Request for Proposals RFP 2026-01

Murfreesboro City Schools is accepting sealed proposals from qualified photographers and yearbook vendors to provide school photography and yearbook printing and related services in accordance with the District's specifications.

01 Notice of Request for Proposals

02 General Information

03 Specifications and Cost Proposals

Sealed proposals must be received no later than June 3, 2025 at 10:30 A.M. Central Standard Time. Proposals shall be submitted on the forms provided in the proposal. It is the sole responsibility of the Vendor to deliver the proposal on time to the District at the above location prior to 10:30 A.M. on the day of opening. The District is not responsible for lost or misdirected mail. Postage due submissions will be rejected. Late proposals will not be accepted and will be returned to Vendor unopened. The District will not accept bids that are sent electronically, via fax, or email.

The District reserves the right to accept any proposal it deems most favorable to the interests of the District's schools. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the District's schools.

All questions pertaining to RFP 2026-01 shall be in writing and directed to District Purchasing Agent. In no case should vendor representatives contact schools directly.

Murfreesboro City Schools has 14 schools on 15 campuses. We have approximately 9,400 students that we serve. We have an approximate total of 1900 employees throughout MCS. Our smallest school is 349 students and our largest is 1,109 students. MCS is the 20th largest district in Tennessee out of 148 districts.

Murfreesboro City Schools does not discriminate due to age, race, color, gender, national origin, disability, religion, creed, pregnancy, genetics or veteran status in the provision of services, in programs or activities, or in employment opportunities or benefits. The district provides equal access to the Boy Scouts and other designated youth groups. The lack of English language skills will not be a barrier in educational programs. Translation services are available at each school and at the Central Office.

Inquiries concerning Title VI or Title IX of the Civil Rights Acts should be directed to Maria Johnson or Ken Rocha at 615-893-2313. Inquiries concerning Section 504 and IDEA should be directed to Angela Fairchild at 615-893-2313. Inquiries concerning the Americans with Disabilities Act should be directed to Maria Johnson at 615-893-2313.

PART 1: GENERAL INFORMATION

The objective of the District is to select suppliers that provide our students with quality photography, and yearbook printing and delivery services and products in a timely fashion, at an acceptable price and with courteous customer service. The District may award to more than one Vendor on a site-by-site basis or on a combination of sites, as it deems to be in its own best interests. The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the proposal process, to be the sole judge as to the merit, quality and acceptability of materials proposed and its compliance to the specifications, and to award contracts that provide the best value (including price, service and benefits) and are most advantageous to the District, not just the lowest bidder.

All bids must be submitted in accordance with specifications on the RFP form supplied with this invitation. Alteration of original specifications are grounds for bid rejection. Specific deviations or exceptions may be noted in the designated section of the Vendor RFP response.

Each vendor shall submit one (1) original hard copy of their proposal, and one (1) electronic copy of the proposal on USB flash drive. The proposal shall be signed, sealed, clearly labeled, and delivered as follows:

RFP 2026-01 SCHOOL PHOTOGRAPHY AND YEARBOOKS
ATTN: Adam Grisz, Purchasing Agent
Murfreesboro City Schools
2552 S. Church Street
Murfreesboro, TN 37127

Proposals in response to this RFP must be received by 10:30 A.M. CST on June 3, 2025.

The names of the respondents will be recorded publicly at the time of the due date and time. All questions pertaining to RFP 2026-01 shall be in writing and directed to Adam Grisz, Purchasing Agent. Responses will be issued in the form of an RFP Addenda.

- 1.1 Withdrawal of Proposal: Once received by the District, any proposal submitted may be withdrawn prior to the submission deadline only if the request to do so is in writing and on Vendor's formal letterhead. After the time scheduled for opening of proposals, no Vendor may withdraw its proposal, unless award of contract is delayed for a period of more than sixty (60) days from the date of opening. No bid can be corrected or altered or signed after being opened. The District shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. No oral or telephonic modifications of any proposal submitted will be considered. The District reserves the right to cancel or postpone this request for a period of sixty (60) days, or reject any and all proposals, or waive any irregularities or informalities in the RFP process, if the best interest of the District would be served.

1.2 TERM

The District will award contracts for an initial term for the 2025-2026 school year (date of execution through June 30, 2026). The contract may be renewed annually upon mutual

written consent for up to three (3) additional one (1) year terms. The agreement will not automatically renew. All terms and conditions of this RFP, any addenda, and negotiated terms will be incorporated in the contract by reference.

1.3 COMMISSION AND SUPPORT

Bidders must state the commission they will provide to schools based on the sale of pictures and/or yearbooks to students. Bidders may also offer non-monetary support in addition to the commission that should be detailed in their response under Schedule of Order Options and Costs.

1.4 REFERENCES

Bidders must provide a minimum of three (3) references, preferably other school districts, that they have performed similar services for within the past five (5) years. Reference information must include:

- Entity name
- Contact name
- Phone number
- Email address

1.5 SUPPLEMENTAL INFORMATION

Bidders may provide additional information regarding related services, including additional photo packages or yearbook services, offered by their firm. Supplemental information will not be used in the evaluation of the RFP responses, but may be useful for school sites in determining other services which may be required.

1.6 PROPOSAL EVALUATION

Proposals will be reviewed by a panel to ensure that all RFP requirements have been met. The panel will review each proposal and will assign points from zero to the maximum points for each criterion listed in the table below. Points will then be totaled for each proposal and the Bidders ranked according to the total number of points received.

CRITERIA FOR EVALUATION

Maximum Points – Total 100

Quality of Work	20 Points
Proposed pricing for photo and yearbook packages	20 Points
Value Added Services	15 Points
Completeness of RFP Response	10 Points
Experience and Years of Service	10 Points
Commission and Support	10 Points
Support Provided for School Sites and Families	10 Points
References	5 Points

SECTION 2: SPECIFICATIONS FOR SCHOOL PHOTOGRAPHY SERVICES

- 2.1 Arrange dates directly with school administrator or bookkeeper for photo sessions. All photo sessions shall be scheduled at least six (6) weeks prior to the date.
 - 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. There cannot be a charge for retakes.
 - The schedule must include fall pictures, faculty and staff group pictures, spring pictures, and retakes.
 - Provide at least one makeup date for photo sessions.
 - Be available for Kindergarten graduation pictures for schools that request them.
- 2.2 Provide all take home notices and/or digital notices in English, Arabic, and Spanish that include:
 - School name, picture date, retake date, packages available and prices;
 - Ordering information;
 - Digital photo options;
 - Local or toll-free customer service number and email contact for families to contact bidder directly with any questions or concerns. This contact information should also appear on all materials and photo packages;
 - Description of online payment ordering options;
 - It shall be the responsibility of the school personnel to distribute home notices and/or digital notices.
- 2.3 The school site is not responsible for collecting payment for photos. Bidder must offer an online platform for families to purchase school photos with secure online payment options at no additional cost.
- 2.4 Bidder will provide paper order forms for families as well, with payment and ordering handled directly by the bidder. District or site will provide a list of students and staff to bidder with relevant identifying information before scheduled photo dates.
- 2.5 Provide staff picture to each staff member, if requested by site.
- 2.6 Provide sufficient number of cameras to allow completion of photos within a time deemed acceptable by the site administrator. Bidders should indicate in their Bidder Pricing Page the number of cameras they will assign per student membership (for example: 1 camera per 300 students).
- 2.7 Set up stations for students and staff photos and provide the necessary qualified staff to operate portrait stations efficiently.
- 2.8 Take individual color photos of all students and staff, regardless of potential purchase. There is no obligation for students to purchase pictures from the successful bidder(s).
- 2.9 Provide the District and site with all student photos for the site on a flash drive, CD, or through an electronic link/website, meeting the following format specifications: File types accepted: .jpg, .jpeg, .png, .gif; Maximum file size allowed: 100 KB; File must be labeled with the 6-digit student ID # Provide an ID link text document to match student names and ID numbers.

- 2.10 Print all photos on quality paper.
- 2.11 Provide two (or more) color class directories for each school, delivered no later than 45 days following the scheduled retake day. The directories will include small color photos and names of all students, listed alphabetically by grade.
- 2.12 Return photo packages to school no later than four (4) weeks after the initial portrait day at each school, and prior to any scheduled day for retakes of student portraits. Sort the portrait packages, if not shipped directly to the parent, by classroom/teacher and alphabetical order for easy distribution by the site and/or teachers
- 2.13 If a photo is of poor quality (i.e., blurry) or poorly taken (i.e., student is not looking), families may reach out to Bidder to request a retake or refund, depending on Bidder's policy.
- 2.14 The vendor represents that it has carefully screened its employees and any subcontractors and determined that its employees/subcontractors are individuals of high professional and moral character and fully suitable to be working with students. The vendor covenants that all employees and subcontractors, if any, assigned to work in the school will conduct themselves in a responsible, courteous manner. The District, in its sole discretion, shall have the right to remove any personnel (including subcontractors) from the schools for any reason.
- 2.15 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.
- 2.16 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. Profits shall be calculated on gross sales less tax. Shipping and processing fees will pass along to the vendor and shall not impact MCS commission. Commissions shall be remitted by the vendors to the schools within thirty (30) days of receipt of payments.
- 2.17 Vendors must submit package options and prices. 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.
- 2.18 Vendor shall be responsible for any sales taxes or other required federal or state taxes.
- 2.19 The vendor shall provide documentation of sales for each session within sixty (60) days of each session. The listing shall include the student name and amount of purchase.
- 2.20 Vendors shall also pay a commission on group photos and special activities.

SECTION 3: SPECIFICATIONS SCHOOL YEARBOOK SERVICES – PRINTING AND DELIVERY

- 3.1 All work is to be performed by trained technicians directly employed by the Bidder, and fully experienced in performing the services required by these specifications.
- 3.2 Yearbook prices are to remain firm for the first year. Adjustments, if any, will be subject to district approval and subsequent amendments.

- 3.3 All materials and equipment used shall conform to all Federal, State and County Safety and Health codes, regulations and requirements.
- 3.4 Have state of the art digital printing facility to render yearbook printing services that are of good quality, free from faults and defects and performed by skilled and qualified workers.
- 3.5 Provide a representative to assist yearbook staff with production of yearbook, including site visits as needed to support yearbook advisor and students in production and sales.
- 3.6 Arrange deadlines for proofs and/or other necessary actions to ensure production and delivery of yearbooks directly with each school by mutual agreement.
- 3.7 A meeting with each school and the Bidder shall be held not later than September 30 of each year to decide these agreements.
 - Deadlines shall be considered as met when material has been picked up at the school by the Bidder.
 - Bidder shall confirm timeframe for delivery from project launch to the delivery of the yearbooks by providing an implementation plan with timelines and specific tasks involved in the yearbook creation process. Bidder shall also describe the processes and standards in place to ensure the project stays on track.
- 3.8 Schools shall confirm the final yearbook volume/count by mid-February. It will be the responsibility of the yearbook Bidder to furnish any and all necessary aid or assistance for the production of the yearbook and to make arrangements for meetings with the yearbook advisor.
- 3.9 Provide software and online platform for creation and sales of yearbook.
- 3.10 Each school is to be permitted originality in layout, design, page utilization, choice of materials, and other factors in preparation so long as it remains within the standard of limitations as established in the contract.
- 3.11 Layouts shall be completely flexible.
 - There shall be no limit as to the number of pictures on any one page.
 - Paste-up shall be the responsibility of the Bidder or as mutually agreed.
- 3.12 For those yearbook photographs furnished by the school, photograph reproduction shall be guaranteed by the Bidder. If there is any question or doubt of the ability of the prints to reproduce, this fact shall be brought to the attention of the yearbook advisor. If there is still a desire to use the photograph, the Bidder can request that the yearbook advisor acknowledge by signature the use of the photograph.
- 3.13 No materials or copy shall be accepted for gallery proof, paste-up, or other uses unless bearing the signature or indicated approval in writing by the yearbook advisor.
- 3.14 The Bidder shall acknowledge receipt of copy in writing upon its arrival.
- 3.15 If alternate materials and/or services are to be used, they must be approved by the yearbook advisor and the cost or savings agreed upon, prior to use.
- 3.16 Accept online page submission.
- 3.17 No double page requirement for submission of pages.
- 3.18 Proofs on all pages, cover, and end sheet.
- 3.19 Corrections of errors made by the Bidder and noted on the proofs by the yearbook advisor shall not be charged to the District.

- 3.20 Provide advanced marketing strategies and tools to assist sites in selling more yearbook advertisements, such as email, flyers, pre-made ads, widgets, links, banners, etc.
- 3.21 Furnish all necessary labor, resources, equipment and material for the provision of yearbook printing services.
- 3.22 Offer both paper forms and an online platform for ordering and purchasing to accommodate all parents.
- 3.23 Delivery of yearbooks shall be made no later than two (2) weeks prior to the end of the school year pursuant to the Murfreesboro City Schools academic calendar. For each calendar day that the Bidder fails to deliver the yearbooks to the respective schools, a penalty of one percent (1%) will come into effect and will be deducted as liquidated damages from the final payment due the Bidder.
- 3.24 Irregular books will be reimbursed or replaced at the discretion of each school.
- 3.25 A final invoice shall be submitted in duplicate directly to the yearbook advisor and bookkeeper of each school no later than 1 week prior to the end of the school year. The invoice shall indicate the total number of yearbooks purchased by that school and shall include a detailed itemization of each charge incurred.
- 3.26 Vendor shall provide school bookkeepers a list of all packages sold, sales tax collected, processing fees, and shipping fees for audit records.
- 3.27 Total payment will be made by September 30 each year after audit by the yearbook advisor.
- 3.28 All costs shall be F.O.B. Destination (purchasing schools), all freight included. Cost of communication including postage, letters, and telephone calls, etc., shall be the responsibility of the Bidder.

SECTION 4: CONTRACT REQUIREMENTS

- 4.1 Vendor Performance. If the vendor 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 vendor.
- 4.2 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.
- 4.3 Insurance Requirements and Indemnification.
 - 4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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 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.
- 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.

4.3.5 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 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.

- 4.4 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.
- 4.5 Confidentiality. 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.
- 4.6 Data Security and Retention. Contractor shall implement and maintain industry-standard administrative, physical, and technical safeguards to protect any personally identifiable information (PII) and student education records in accordance with FERPA, state laws, and best practices. All digital student records, including images and identifying information, must be stored on secure servers with access limited to only those employees and subcontractors with a legitimate educational interest. Contractor must ensure all hosted platforms are encrypted (minimum 256-bit encryption) and comply with FERPA and COPPA standards. Student data shall not be retained beyond the period necessary to fulfill contractual obligations. Upon termination or completion of the contract, all student data must be securely deleted or returned to Murfreesboro City Schools within thirty (30) days. Contractor must provide written certification to the District confirming the secure deletion or return of all records. Any data breaches must be reported to the District within forty-eight (48) hours of discovery, along with a mitigation plan.
- 4.7 Digital Accessibility. All digital communication platforms and ordering websites used by the Vendor must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA to ensure accessibility for individuals with disabilities. Contractor shall provide documentation or certification demonstrating such compliance upon request.

- 4.8 Inconsistencies. In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Contractor's Response to the RFP, the following order of precedence shall prevail in descending order of priority: (1) The Agreement and any written and fully signed amendments thereto; (2) The District's RFP and any written amendments thereto; (3) The Contractor's Response to the RFP and any authorized written amendment or clarification thereto.
- 4.9 Incorporation of the RFP and Proposal in the Final Agreement. The RFP and the selected Contractor's response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Proposer.
- 4.10 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.
- 4.11 Nondiscrimination. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
- 4.12 Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party consistent with the notice clauses provided herein. This Agreement may also be terminated by either party immediately for Cause. For the purposes of this Agreement, the term "Cause" shall mean: The failure to comply with any of the terms of this Agreement after being given written notice of such failure and the failure of the party to cure such condition within five (5) business days after receipt of such notice; the failure to implement or adhere to reasonable policies or procedures of the District after being notified of noncompliance and failing to cure such condition within five (5) business days after receipt of such notice; the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement and the failure to cure such condition within five (5) business days of receipt of such notice.
- 4.13 Termination for Convenience. The District or Contractor may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by either party. The District or Contractor shall provide the other party with at least thirty (30) days prior written notice before the effective termination date. Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the District be liable to the

Contractor for compensation for any service that has not been rendered. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- 4.14 Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 4.15 Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process. Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter “claim”) the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.
- 4.16 All Contractor employees, subcontractors, or agents who will have direct contact with students must undergo a fingerprint-based criminal background check through the Tennessee Bureau of Investigation (TBI) and the FBI prior to providing services on school grounds. The Contractor is responsible for all associated costs. A list of cleared personnel must be submitted to the District’s Human Resources Department prior to the scheduled service dates. Failure to comply with this requirement will result in immediate removal of unverified personnel from school property.

SECTION 5: CONTENT/REQUIRED FORM OF PROPOSAL

- 5.1 Each proposal must include the following required components:
- ☐ Cover Sheet (included in this RFP)
 - ☐ Signed Certification Form (included in this RFP)
 - ☐ Schedule of Order Options and Costs
 - ☐ Sample Commission Statement
 - ☐ Photo Samples and Product Examples
 - ☐ Executive Summary (Section One)
 - ☐ Company Background and References (Section Two)
 - ☐ Delivery Schedule (Section Three)
 - ☐ Signed Non-Collusion Affidavit (included in this RFP)
- 5.2 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.

- 5.3 Any modification of this RFP that results in substantial changes to the Specifications section 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.
- 5.4 Every proposal must be signed by the individual or individuals legally authorized to bind the Vendor to a contract.
- 5.5 The District retains the right to cancel this RFP and all supporting documentation at any time.
- 5.6 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 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.
- 5.7 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.
- 5.8 All materials submitted in response to this RFP shall become property of the District.
- 5.9 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.
- 5.10 Current use taxes and other fees must be included as separate line items in the proposal.



RFP 2026-01: School Photography and
Yearbook Services
COVER SHEET

Vendor Information:

Legal Company Name	
Address	
City, State, ZIP Code	
Telephone Number	
Website (if applicable)	
Point of Contact Name	
Point of Contact Title	
Email Address	
Phone Number (Direct)	

By signing below, I affirm that I am authorized to submit this proposal on behalf of the above-named company and that the information contained in this response is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____ Title: _____



CERTIFICATION FORM

RFP 2026-01: School Photography and Yearbook Services

1. Compliance with Specifications: The Vendor agrees to perform in full compliance with all specifications, terms, and conditions of the Request for Proposal (RFP) and related documents issued by Murfreesboro City Schools (MCS).
2. Licensure and Insurance: The Vendor certifies that it holds the appropriate licenses and insurance coverage as required by state and federal law and as outlined in the RFP.
3. Non-Collusion Statement: The Vendor certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
4. Tax Compliance: The Vendor certifies that it is not currently delinquent in the payment of any taxes owed to the State of Tennessee or any political subdivision thereof.
5. Drug-Free Workplace: The Vendor complies with applicable requirements of the Tennessee Drug-Free Workplace Act.
6. Debarment: The Vendor affirms that it is not currently debarred or suspended from doing business with any federal, state, or local agency.
7. Addenda Acknowledgment: The Vendor acknowledges receipt of the following addenda issued by MCS related to this RFP (list addenda below):
 - ☐ Addendum No. ____ dated _____
 - ☐ Addendum No. ____ dated _____
 - ☐ N/A – No Addenda Received
8. Binding Offer: This proposal constitutes a valid and binding offer for ninety (90) days after the proposal due date.

Signature: _____ Date: _____

Printed Name: _____ Title: _____



NON-COLLUSION AFFIDAVIT

State of _____
County of _____

I, _____ (name), being duly sworn, depose and say:
That I am _____ (title) of _____
(company), the party submitting the enclosed proposal; that such proposal is genuine and not
collusive; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly,
with any bidder or person, to put in a sham proposal or to refrain from bidding, and has not in any
manner, directly or indirectly, sought by agreement or collusion, or communication or conference,
with any person to fix the proposal price of affiant or of any other bidder, or to fix any overhead,
profit or cost element of said proposal price, or of that of any other bidder, or to secure any
advantage against Murfreesboro City Schools or any person interested in the proposed contract;
and that all statements in said proposal are true.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this ____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____