

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSAL – ATHLETIC TEAM PICTURE RIGHTS

REQUEST FOR PROPOSAL

Office of Finance
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown Parks and Recreations Department invites professional photographers to submit proposals for athletic team picture rights. The proposed scope of services is discussed herein.

Proposer shall return Request for Proposal in a **SEALED** envelope to:

**City of Morristown
Athletic Picture Rights - Purchasing
100 West First North Street
Morristown, TN 37814**

Public opening of the Request for Proposal will be held at the above address at the deadline date and time designated in the Request for Proposal.

DATE ISSUED:	Friday, March 29, 2024
RFP TITLE:	Athletic Team Picture Rights
RFP DEADLINE DATE & TIME:	Tuesday, April 16, 2024, at 2:00 PM. Eastern Time (local prevailing time)
RFP OPENING LOCATION:	Morristown City Center, Training Room, 1st Floor
RFP CONTACT:	Jeanna Vanek, Purchasing Agent
CONTACT PHONE:	423.585.4622
DEADLINE FOR QUESTIONS	The deadline to submit questions in writing is 5:00 PM Eastern Time on Tuesday, April 9, 2024. Questions to be submitted via email to purchasing@mymorristown.com . Answers will be published by Wednesday, April 10, 2024, by 5:00 PM.
CONTACT EMAIL:	purchasing@mymorristown.com

Signature of Authorized Representative: _____

Name of Company: _____

Proposer Initial _____

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TERMS AND CONDITIONS

1. **REQUIREMENTS FOR SEALED PROPOSAL SUBMISSION.**
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
 - b. Complete and original request for proposal with “Proposer Initial” completed by authorized representative.
 - c. All proposals shall be submitted SEALED, envelope clearly marked with the proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
 - d. Copy of Firm’s IRS W-9 Form.

2. **PROPOSALS RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

3. **TAX EXEMPT.** The City of Morristown is a tax-exempt entity. The successful vendor will be provided with an executed copy of tax-exempt form.

4. **ANTI-COLLUSION.** The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

5. **AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

6. **OPEN RECORDS ACT.** Once the proposal document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

7. **PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.

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9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **LEFT INTENTIONALLY BLANK.**
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the "Proposer Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
16. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
17. **ORIGINAL PROPOSAL DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

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19. **PROPOSAL APPROVAL BY LEGISLATIVE BODY.** The proposal awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **ADDENDA.** In the event that it becomes necessary to revise any part of this proposal, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106.
27. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to purchasing@mymorristown.com.

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OVERVIEW

The City of Morristown Parks and Receptions Department invites professional photographers to submit proposals for athletic team picture rights. The awarded vendor will provide professional photography services for approximately 40 youth baseball/softball teams and approximately 50 youth basketball teams. Baseball/softball photographs will be conducted in the spring and basketball photographs will be conducted in the fall. The awarded vendor will be expected to furnish a variety of picture packages.

The City anticipates awarding the contract at the City Council meeting which will be held on Tuesday, May 7th, 2024. The City intends to enter into an initial agreement with a term of up to two (2) years. After the initial term expires, the City shall have the option to extend the contract for up to one (1) additional year or may seek new proposals as it sees fit.

Requirements include but are not limited to the scope of services defined in this request for proposals. Any exceptions to the requirements listed must be defined on page of (11) of this document.

Pictures must be delivered/mailed to the respective teams within 30 days of the photographs being taken. The awarded proposer must adhere to Morristown Parks and Recreation scheduling and provide needed staff as described herein.

All questions concerning this RFP must be submitted in writing no later than Tuesday, April 9, 2024 by 5:00 PM. Any and all questions should be remitted via email at purchasing@mymorristown.com. All questions and responses will be distributed electronically and posted to the City of Morristown's website no later than 5:00 PM on Wednesday, April 10, 2024.

PAYMENT TERMS

The awarded vendor must agree to a shared revenue payment, to be made bi-annually to the City of Morristown. The shared revenue payment must provide for a payment to be made to the City of Morristown equal to a percentage of gross sales. Prospective proposers must state the percentage being offered in their response. Payments must be made to the City of Morristown within 30 calendar days of the last picture makeup date.

If necessary, the photographer shall agree that the final determination of the amount to reimburse, under the terms of the agreement can, at the option of the City and at its sole expense, request a third-party auditor to audit the records of the photographer to determine whether the amounts paid to the City are accurate.

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SCOPE OF SERVICES

The services proposed and provided must meet the following requirements:

1. All proposers must furnish individual portrait package envelopes to teams with picture package information on outside. The information must include detailed pricing information, which includes package pricing and individual pricing options. (A sample has been provided on page 9 of the proposal documents).
2. Picture package envelopes must include the following information: team name, player's name, address, city, personal (home/cellular) phone number, and zip code. The envelopes must also include the photographer's phone number and address.
3. All picture packages must be appropriately labeled to include the league/team name and date the pictures will be taken.
4. The awarded vendor will be responsible for all sales and will be solely responsible for the collection of payment, which includes a requirement that orders be prepaid.
5. All work must be guaranteed and must provide for a full money back refund (for any reason)
6. The awarded vendor must coordinate with City of Morristown Parks & Recreation staff to establish a picture day schedule that meets the needs of all athletic teams.
7. The awarded vendor must guarantee a make-up date for pictures. The makeup date must occur within seven (7) business days from the original picture day.
8. The awarded vendor must provide the Parks and Receptions Department with a master copy of a package order list detailing all team/individual orders.
9. The awarded vendor must provide sufficient staff (money takers/photographers, etc.) to ensure efficient picture days with minimal disruption to practice schedules.
10. The awarded vendor must secure a Morristown business license. A copy must be provided to the City upon the proposal being awarded.

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STATEMENT OF QUALIFICATIONS

Proposer Qualifications:

1. The proposer shall provide assurance that a supervisor is available to monitor the program and certify that scheduling and staff requirements are being met. Please detail your level of availability.
2. Proposer shall provide in detail their experience to include three (3) listed references.
3. The awarded vendor is required to have a City of Morristown business license at the time an agreement is signed. If the awarded vendor does not possess a City of Morristown business license at the time of the proposal, the awarded vendor will be required to apply for and receive a City of Morristown business license prior to entering into an agreement with the City. The awarded vendor will be responsible all associated costs.
4. Prospective proposers should include any additional licenses, education, or certifications held in their response.
5. The awarded vendor and any staff members that will be involved in picture taking must be able to pass a background check.

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SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial abilities of the proposer. Proposals shall be prepared at the proposer's discretion; however, all proposals should be structured to include the following criteria.

1. Statement of Qualifications (Point Value: 30 points)

Describe your experience and all qualifications applicable to the requirements listed above. Values will be based on the proposer's experience and qualifications of the individuals that will be working directly with the City of Morristown. Please include your organizational chart that specifically identifies the individuals that will be working directly with the City of Morristown to provide the requested services. The availability of different packages offered by vendors will also be considered.

2. Availability (Point Value: 30 points)

Please detail the availability of a supervisor to monitor the program as well as staffs' ability to meet time estimates and adhere to scheduling. Proposer must be able to adhere to the City of Morristown's schedule and provide all staff needed for sessions.

3. References (Point Value: 30 points)

At least three (3) client references in total should be provided. Please include contact information for all references submitted.

4. Compensation (Point Value: 10 Points)

The awarded vendor will be required to pay a percentage of their gross sales to the City of Morristown. This percentage must be provided on page 7 of this document. Although the percentage is an evaluating factor, it is not a dominating factor. The proposed fee is given more importance when all other evaluation criteria are relatively equal. The proposal will also be reviewed for proposed packages as well as pricing.

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The City of Morristown desires to enter into a two (2) season contract for services outlined in this document. The seasons will cover both baseball and basketball. Please list any additional fees or costs in detail. Packages include digital goods sold, parents receive a digital link of the photo/s to be printed elsewhere at their option or posted on social media.

SAMPLE PHOTO PACKAGE

Sample based on concept only and does not need to match:

<u>Package Sample Ideas:</u>	<u>Description</u>	<u>Cost</u>
Package A – Digital	Team Photo	\$
Package B – Digital	Individual Photo	
Package C – Digital	Team Photo & Individual Photo	\$
Package D	Ideas welcome	\$
Package E	Ideas welcome	\$

List Additional Ideas:	
Package D	
Package E	

COMPENSATION TERMS	
<u>Item</u>	<u>Percentage</u>
Shared Revenue Percentage – Year 1	
Shared Revenue Percentage – Year 2	
Shared Revenue Percentage – Potential Year 3 The City shall have the option to extend the contract for up to one (1) additional year	

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VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFP with other proposers and has not colluded with any other proposer or parties regarding the RFP whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFP list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this RFP is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT PERSON TITLE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	
STREET ADDRESS:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL:	
DATE:	

**By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

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EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. **NO EXCEPTIONS ARE TAKEN.**

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

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**THE CITY OF MORRISTOWN, TENNESSEE
COMPANY/CONTRACTOR AFFIDAVIT FORM
Conflict of Interest Statement**

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY,OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the RFP. Failure of this properly executed document to be included with the proposal shall render the proposal as incomplete and void.

COMPANY NAME _____

NAME (PRINT) _____ PHONE _____

TITLE _____ FAX _____

SIGNATURE _____ DATE _____

~~~~~  
**(TO BE COMPLETED BY NOTARY)**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

*Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.*

*Witness my hand and seal at office this day of \_\_\_\_\_, 20\_\_*

\_\_\_\_\_  
*Notary Public*

*My commission expires:* \_\_\_\_\_

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WITH  
IRAN DIVESTMENT ACT  
Tenn. Code Ann. § 12-12-101 et seq.  
AND WITH  
ISRAEL BOYCOTT ACT  
Tenn. Code Ann. § 12-4-101 et seq.

Comes \_\_\_\_\_, for and on behalf of  
(Printed name of Principal Officer of Company)

\_\_\_\_\_, (the “Company”) and, after being duly authorized  
by the Company so to do, makes oath that:

By submission of this bid, 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 on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

By submission of this bid, 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 currently engaged in and will not for the duration of the Purchase Order or Contract engage in, a boycott of Israel. This provision does not apply to a contract with a total potential value of less than \$250,000 or to contractors with less than 10 employees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date