

Purchasing Department
1320 West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4010



REQUEST FOR PROPOSAL # 1366
WILLIAMSON COUNTY SCHOOLS
OUTSOURCED SCHOOL PHOTOGRAPHY SERVICES
Released on Friday, March 21, 2025

Williamson County Schools is accepting proposals from interested and qualified proposers for Outsourced School Photography Services. Sealed proposals must be mailed, or hand delivered to Williamson County Schools, Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064 Attn: Skip Decker, by or before 10:30 am CST on Tuesday, 04/08/25 at which time they will be publicly opened.

Sealed proposal envelopes must be marked "WCS RFP #1366 Outsourced School Photography Services." Proposers may include any related literature, brochures or other proposal materials pertinent to the submittal if they wish. Absolutely no proposals will be accepted after this time. Faxed or emailed proposals will not be accepted. Sealed proposal envelopes shall be stamped (date and time) by WCS to verify the authenticity of receipt.

THE FOLLOWING INFORMATION MUST BE PRINTED ON THE OUTSIDE OF THE SEALED BID ENVELOPES

- WCS RFP # 1366 Outsourced School Photography Services
- Vendor's Company Name
- Vendor's Company Address
- Date & Time of Proposal Opening

THE FOLLOWING MUST BE INCLUDED INSIDE THE SEALED PROPOSAL ENVELOPE

- Drug Free Workplace Affidavit (signed)
- Criminal Background Check Affidavit (signed)
- Certificate of Iran Divestment Act (signed)
- Certificate of Non-Boycott of Israel (signed)

IMPORTANT NOTE CONCERNING THIS PROJECT:

WCS is seeking competent, knowledgeable, full-service school photography vendors who can work directly with WCS schools to perform all phases of school related photography. Photo services include but are not limited to individual student, faculty, class, sports (team, individual, action), groups, clubs, ID cards, events, activities, etc... WCS currently operates 29 Elementary, 11 Middle, 10 High School, 1 Virtual HS and 1 K-8 School for a total of 52 schools.

Photo Companies will submit their respective proposals – pursuant to this WCS RFP.... WCS will review the proposals submitted that meet the necessary criteria; those companies that meet the criteria selection

process - will be included on the resulting WCS Photo Vendor – Approval List. WCS Central Office will release this Approved List of Photo Vendors (that are authorized to do business with WCS Schools) and the respective proposals - to the schools. The school principals will select from the list - the company they wish to contract with for a one-year period. At the end of the year, the school principal can decide to renew the agreement with the current vendor –or- not renew and select a different photo vendor for the next year. We expect this to be a multi-award with possibly 5 – 10 photo vendors.

The total term of this WCS RFP #1366 and the resulting award approvals is 8 years beginning 04/08/25 through 04/08/2033.... NOTE however, the individual schools will sign individual school agreements each year during the months of April and May for effective contract dates of service that run 12 months, July 1 through June 30 of each year.

If at any time the WCS Purchasing Dept determines that a photo vendor is non-satisfactory and failing to perform then said photo vendor approval status will be revoked, canceled and removed from the list. WCS schools shall only do photo business with photo vendors from the approved list of companies resulting from this WCS RFP #1366 project. The successful vendors should have a strong working infrastructure in Williamson County to effectively and efficiently meet the demands and challenging needs of WCS.

Proposers should read and understand all specifications carefully; if you have questions concerning this RFP then contact the Purchasing Department in writing by email skipd@wcs.edu before the deadline (03/28/25 4:30 pm). Only the lead principal of each WCS school is authorized to sign the annual photo vendor agreements. Any agreements that are signed by other various school personnel are invalid. However, WCS Purchasing Director has ultimate signing authority that can supersede, override, amend, and take precedence over any WCS school principal signature.

The approval awards that are derived from this WCS RFP #1366 are under the WCS District Master Award Agreement; and the individual school agreements that are signed by the schools are sub-agreements. The WCS Purchasing Dept. is thereby granting the school principals authority to sign the sub-agreements directly with the photo vendors.

SCOPE, TERMS, CONDITIONS AND REQUIREMENTS

- The Awarded Photo Vendors must provide WCS the following within (15) consecutive calendar days from the date of WCS award notice.
 - Insurance: WCS must be named as an additional insured on vendors' policy. Awarded Vendor will obtain and maintain insurance to protect vendor and owner from claims which may arise out of or result from contractor's operations under the contract. Certificate of Liability with a minimum of \$1,000,000 listing WCS as additional insured must be provided.
- Williamson County Schools reserves the right to accept or reject proposals, upon the evidence (or determined by WCS Staff) before or after the proposal opening, that a vendor is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice.
- All proposals are to be complete in every detail as required. Proposals that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected. WCS reserves the right

to waive any formalities to accept any proposals in whole or in part, split proposal, and/or accept any individual item or items within a proposal or to reject any or all proposals in the best interest of WCS.

- All proposals must provide and include in their RFP submission to WCS a completed Tennessee Drug Free Workplace Affidavit (as required by TCA 50-9-113) a Criminal Background Compliance Affidavit (acknowledging compliance with TCA 49-5-413) and the Iran Divestment Act Affidavit and a Non – Boycott of Israel Certificate. Affidavits are attached to this document: they must be completed, signed and included inside the proposal envelope.
- Awarded proposers will be established from this competitive RFP process. Once the tabulations are complete – WCS will release the results to the participating proposers and the schools.
- If vendor has engaged or conducted business with WCS in the past this direct experience shall also be taken into consideration in this RFP process.
- All proposals are ultimately subject to funding as with all WCS projects. WCS is a tax-exempt organization. Proposers are to include all sales and use tax, payroll tax, insurance, bonds, etc... as applicable by the State of Tennessee procurement laws in their proposal.
- The terms, conditions and language of this RFP shall supersede and take precedence over any resulting contract/agreement and shall be binding unless mutually amended by WCS and proposer. Issuance of the award notice will take place within 10 days of the final evaluation. Disputes or legal matters will be litigated in Williamson County or the Middle District of Tennessee.
- WCS Purchasing Agent must approve any change to original proposal specifications. For any resulting agreement from the RFP, WCS reserves the right to cancel upon 30 days written notice without penalty to WCS.
- Again, the language contained in this RFP will become the master agreement. The individual school contracts will be sub-agreements granted and authorized by WCS district; said school sub-agreements must fall within the scope, terms, conditions and requirements of the district master agreement.
- All submitted proposals are to be valid for a minimum of 60 days or until awarded, whichever comes first. For all awarded proposals, the price structure will be fixed and remain in effect throughout the entire contract period. The awarded approved list will be in effect for a period of 8 years, starting on 04/08/25.
- The awarded proposer should abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications. WCS reserves the right to waive any technicalities or formalities or informalities.

- It is the awarded proposer's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The proposer must be prepared to substantiate compliance upon request by the Board's representative. In the event a proposer fails to perform, WCS reserves the right to begin negotiations with the "next best proposer" to complete the project or services. In addition, the vendor may forfeit future business with WCS.
- **INDEMNIFICATION / HOLD HARMLESS:** The awarded vendor shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of vendor, its subcontractors, suppliers, agents or employees.
- As previously stated, our current long-term contract with Lifetouch ends effective 6/30/25. However, Lifetouch was notified in January of 2025 that we are soliciting proposals for future photography services. Once award/approvals of new photography vendors are made this April, vendors selected by the individual schools can plan to make site visits, execute sub agreements with respective principals, and plan timing of services for the upcoming school year during April, May and June 2025.
- The schools will select the photography vendor that best suits their school and will manage the related agreement and school account with said vendor. However, the school sub agreements must be in accordance with this district RFP #1366. The schools will operate as one year sub agreements that run July 1 through June 30 and require annual review and renewal by the school. Near the end of each annual term, the school will review the photography vendor experience and performance and will have the right to renew the agreement or not renew and choose another provider from the approved vendor list for the next year.
- For the security of our schools and students, a WCS proprietary background check is required. No photography staff are allowed to be in WCS schools or on school grounds unless they have been properly approved by the proprietary WCS background check process. Once the individual photography staff members are approved by WCS, they will be issued a red contractor's badge. Anytime new photography staff members are added to your photo team in a role that requires them to be onsite in WCS schools, they **MUST** be properly vetted and approved by the proprietary WCS background check process before they are allowed to enter WCS schools. Again, do **NOT** attempt to have photo staff in WCS schools without prior WCS proprietary background check approval. Failure to comply with this may result in photography vendor company being removed and terminated as an approved WCS photo vendor. Once WCS issues RFP #1366 awards, photography vendors selected by individual schools (not ALL vendors on the approved list) must schedule WCS proprietary background for any staff anticipated to be onsite during the contract term. After being selected by an individual school, please contact Lindsay Quirk, WCS Assistant HR Director, at lindsey.quirk@wcs.edu or (615) 472-4052 to schedule your background screening.
- The sequence of events related to this project is RFP #1366 opening on 04/08/25; then tabulation and release of award / approved photo vendor list around 04/10/25; then during the time period of 04/10/25 -through- 06/15/25 schools will directly contact and select photo vendors (only) from the WCS approved list. Schools must have their respective sub-agreements dated and signed before 06/15/25! This is the responsibility of the selected photo vendor and the principal to ensure that annual sub-agreements are dated and signed by/before 06/15/25.... For future years schools and photo vendors will have the whole month of April, May and mid-June to have this accomplished.

- Obviously, there may possibly be 10 – 12 companies on the WCS approved list..... But there may only be 2 – 4 companies that are actually selected by WCS schools. This is driven by competition and school preference.
- Selected photo vendor owners, sales reps, managers are welcome to meet on school site with principals during the initial days or weeks after 04/10/25 for purposes of in person meetings and execution of sub-agreements. This takes place before the WCS proprietary background checks. Once the sub-agreements are signed – then the proprietary WCS background checks must quickly be scheduled for photo vendor owner, sales reps, managers, photographers and any photo vendor staff that will be in WCS schools going forward.
- Occasionally, the WCS Communications Dept will need and request certain photos / images. Awarded and approved photo vendors that are selected by WCS schools – must provide digital image copies of requested photos - directly to WCS Communications Dept, within 24 hours M – F of request. The appropriate contact is Brooke Davis, Communications Manager, WCS, 615-472-4030, brooked@wcs.edu .
- It is critical that the awarded, approved, selected photo vendors have a keen understanding of their relationship and obligation with the WCS Student Information System Dept.... Photography services are integrated with WCS – SIS. The following items are crucial for accurate and appropriate WCS data processes:
 1. All student data will be uploaded from our WCS Central Office SIS Dept. The photo vendor shall NOT ask the schools to send student data. Note that WCS Central Office nor schools are allowed to send or provide parent or student email addresses or phone numbers.
 2. No student data is allowed to be submitted or provided from WCS to any photo vendors until 5 days after Labor Day of each year. WCS SIS can provide estimated / approximate enrollment numbers for each school in late July -to- early August. DO NOT schedule photo shoots or pictures until after September 7th of each year!
 3. The photo vendor must make the picture file accessible and available for the school's yearbook company to use; in a way that is properly formatted for the yearbook company to accept and use.
 4. If there are mistakes in the picture files, example – the student name or photo is incorrect and deviated from the data that WCS provided, then the photo vendor is liable and responsible for accurately correcting the errors.
 5. Exception for item #1... Regarding sports team or individual pics or band or fine arts --- the vendor can ask schools for names, rosters, playbill info, etc... BUT cannot ask for phone numbers or email addresses.
 6. The contact with WCS SIS is Amy Maffei, WCS SIS Director, 615-472-4049, email, amy.maffei@wcs.edu.
- Qualified photo vendors must have record and proof that they have been in the photo business in Tennessee for a minimum of 2 years with the same Tax ID # and business license and in good standing. References must be made available upon request.
- Photo vendors must submit below, competitive proposals for 3 separate categories: Elementary Schools, Middle Schools and High Schools. It is not necessary to bid on all categories (to participate)

but proposers are encouraged to bid on all or as many sections as possible. Proposers must provide the fee and rate structure along with the commission structure to the schools. Proposals shall not be convoluted. Proposals must be competitive, accurate, straight forward. Proposals and resulting transactions, reports, commissions MUST be verifiable, audit friendly; such that auditors can easily and readily review transactions, receipts, commissions and reports and accurately and properly match said items back to original, corresponding proposals. Proper compliance is key to tie your business activities, transactions, reports back to your proposals. Photo vendors that are found to not comply will be removed and terminated from the WCS approved list.

- Regarding the above statement – that the proposals must include 3 categories (Elem, Mid, High); Note that proposals for each category must be compelling, effective and efficiently presented in no more than 3 pages per category. Thus, if you present for all three categories then there would be a limit of 9 pages in total.
- Regarding commission and / or sponsorship checks to WCS schools.... For ease of accounting, there are to be NO more than 4 checks paid to any one school during a 12-month period.

ANNUAL SEQUENCE OF SCHEDULED ACTIONS & EVENTS RELATIVE TO ANY PHOTO VENDOR DOING BUSINESS IN THE WCS DISTRICT

1. WCS Fiscal Year runs July 1st through June 30th and the corresponding WCS – photo vendor agreement shall coincide with the WCS fiscal year.
2. Contract renewal notice – for the upcoming (next) year must be confirmed in writing by the school lead principal by / before February 20th of each year.
3. Individual WCS school – photography vendor agreements must be signed by lead Principals only between April 1st and June 15th for the upcoming school commitments.
4. By or before July 20th of each possible contract term, photography vendor must deliver to WCS Purchasing Dept the following required items:
 - A comprehensive binder of sorted and collated, compiled portrait agreements signed by every WCS Principal for service commitments for the upcoming school year.
 - Included in the front of the binder – a comprehensive, detailed commission report of payments made to WCS schools for the prior fiscal year. This will, of course, not be a requirement in the initial year of the agreement(s).
5. Approximately 5 days after Labor Day, WCS SIS Department can release the most updated student data to photo vendors. To reiterate, DO NOT schedule to take photo shoots or pictures before September 7 in any year.
6. Fall photography shoots may commence after September 7th through a deadline of November 15th to ensure WCS schools meet their deadline for various yearbook companies at this time.
7. All commission checks payable to schools must be paid by or before June 20th each year.

**PROPOSAL COVER SHEET
WILLIAMSON COUNTY SCHOOLS
RFP # 1366 - PHOTOGRAPHY SERVICES**

This Proposal Cover Sheet must be attached as the first page of the submitted packet.

I, _____ (print name) , _____ (title),
verify that I have carefully read the specifications, terms, conditions and instructions contained within this document and that I understand, acknowledge and agree to all the language set forth within. By signing this document and submitting my proposal in a sealed envelope with Williamson County Schools, I fully acknowledge I understand and accept the language contained within this RFP document.

Notice to Proposer – *If you find any of the language, terms, conditions or specifications unacceptable – then please do not submit a proposal package for this project.*

Signature: _____ **Date:** _____

PRINT NAME AND TITLE : _____

Company Name: _____

Address: _____ **City** _____ **State** ____ **Zip** _____

Phone Number: _____ **Email:** _____

RESPONSE QUESTIONS

1. How long has your company been in business using the same TIN and state of TN business license? _____
2. How many full time employees does your company have? _____ Part time? _____
3. Does your company outsource or contract out any services? If so, please explain.

4. How will you staff and what resources will you utilize on school picture day(s) to facilitate the shoot to minimize instructional disruption? Example – provide ratio of photographer(s) and admin support per student enrollment. _____

5. How will you ensure quality control and accurate information such as names of students and digital images match for yearbook purposes for example? If mistakes are made, how are they corrected? _____

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6. Does your company have a Williamson County studio for senior portraits and school makeup pictures? Provide details of location, hours, staffing and services.

Please attach no more than a 3 page pricing/proposal for each of the following categories of services to be provided at the varying school levels including extracurriculars.

- Elementary
- Middle
- High School

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an
employer of five (5) or more employees contracting with Williamson County government
to provide construction services, hereby states under oath as *follows*:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__

Notary Public _____

My commission expires: _____

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.
Further affiant saith not.

Principal Officer

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 he/she is the _____ of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public _____

My commission expires: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Date

NON-BOYCOTT OF ISRAEL
CERTIFICATION

Tenn. Code Ann. § 12-4-119 prohibits public entities from entering into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and will not be engaged in for the duration of the contract, a boycott of Israel. This applies to any contract entered into on or after July 1, 2022. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees. A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Certification Requirements. Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION: The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date
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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____.

Notary Public My commission expires: _____