

York Photographer (FY27 - FY31)
2026 Request for Applications (RFA)
Tennessee Department of Education | MAY 2026
Application Due Date: June 12, 2026

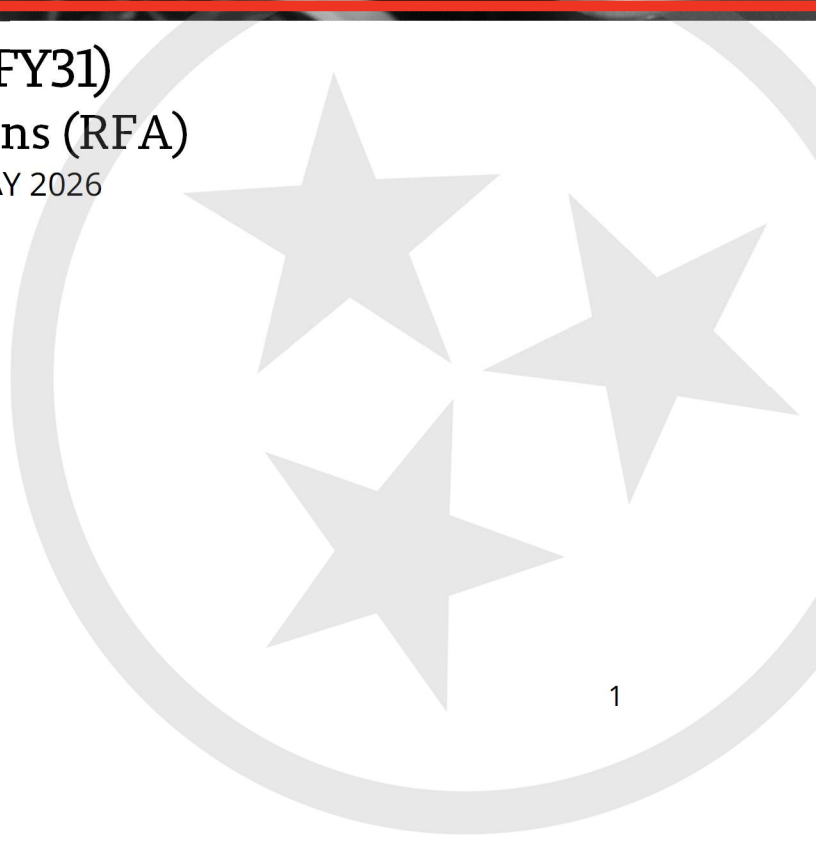


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General Information

Background

The Tennessee Department of Education (“State”) is requesting applications for a school photographer. The photographer is needed for all students and staff members at Alvin C. York Agricultural Institute (“York”) located in Jamestown, Tennessee.

York is seeking school photography services for all staff member photos, underclassmen pictures, senior portraits, sports and club pictures, and special occasion photography services. The selected vendor is expected to coordinate appointments with the yearbook sponsor and provide student picture proofs and club/sport picture proofs in the format required for production of the yearbook. Parents of the students will be able to order the pictures directly from the selected vendor, who in turn, will pay a portion of money received from the orders to York (commission).

Procurement Purpose

The State is seeking to award one (1) revenue contract for school photography services. The contract term will begin on July 1, 2026, and end on June 30, 2031. This contract is a revenue contract, and, therefore, has no maximum liability amount.

Scope of Work

The selected vendor will provide photography services for York. The photography services will include posed sessions for underclass students, senior students, faculty portraits, sports teams, and special events.

The State and York do not guarantee that any minimum quantity of goods or services will be purchased in relation to this contract. This contract does not grant the vendor any exclusive rights. York staff may ask local photographers to cover sporting, school, and community events that are not posed or do not involve backgrounds (i.e., non-packageable pictures). York staff and journalism students may take any photos for noncommercial purposes on campus.

The selected vendor will provide York with digital disks of proofs for all portraits. York will distribute the proofs to students and collect student orders. York will then return student orders to the selected vendor either in person, on photo dates, or via shipping. The selected vendor will be responsible for handling sales, delivery of portraits, and secure collection of payment from the student or student’s family.

The selected vendor will fulfill and deliver all orders within six (6) weeks of deadlines provided by York. The selected vendor may continue to fill orders that come in after established deadlines at their discretion.

The selected vendor will offer the photography packages listed in the attached Pro Forma Contract.

Communications

Applicants must direct communications concerning this request for applications to the following person designated as the solicitation coordinator.

Brian Trisdale, Procurement Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Brian.Trisdale@tn.gov

Review Process

All complete application packages meeting the requirements and received by the State on or before the application deadline will be forwarded to a review committee consisting of three (3) or more State employees. The committee will provide each application with an average technical score based upon the review criteria and rubric. The solicitation coordinator will calculate each applicant's Pricing Proposal and apply a score.

The solicitation coordinator will calculate each applicant's total score by combining the review committee's average technical response score and the pricing proposal score awarded to each applicant. The applicant with the highest overall score will be awarded the contract attached hereto.

This request for applications by the State does not create rights, interests, or claims of entitlement in any applicant. The State reserves the right to reject any response. All contract award decisions are final. **All contracts are subject to the availability of funds and approval by state procurement offices and all appropriate State officials.**

Schedule

Event	Time (Central Time Zone)	Date
RFA Released		May 22, 2026
Application Deadline	5:00 PM CT	June 12, 2026
Notice of Contract Award		June 18, 2026
Proposed Contract Start Date		July 1, 2026

Application Procedures

The application must be completed and submitted via email to Brian.Trisdale@tn.gov by **June 12, 2026, at 5:00 PM CT. Paper copies of this application will not be accepted.**

Applications must be complete (including all application components listed below) and timely to be considered.

Steps to submitting an application:

1. Address all application components in sequential order.
2. Clearly label each section and clearly identify which items correspond with each response.
3. Complete both pricing/commission tables with applicant-proposed pricing/commission percentages.
4. Submit completed Mandatory Requirements and Technical Responses as one PDF.
5. Submit completed Pricing Proposal as a separate PDF.
6. Email both PDFs to the solicitation coordinator by the response deadline.

Application Components

1. ***Mandatory Requirements (Pass/Fail)***

Only applications meeting the mandatory requirements (listed in **Attachment A: Mandatory Requirements (Pass/Fail)**) based on the completed application will be considered.

2. ***Technical Response (70 Points)***

A review committee made up of three (3) State or more employees will independently evaluate and score all applications that meet the minimum requirements. Each reviewer will use the whole number, raw point scale for scoring each item as listed in **Attachment B: Technical Response (70 Points)**. The reviewers' scores will be averaged to determine the applicant's final Technical Response score.

3. ***Pricing & Commission Proposal (30 Points)***

The solicitation coordinator will open for evaluation the Pricing & Commission Proposal of each applicant deemed by the State to be responsive and responsible and calculate and record each applicant's Pricing & Commission Proposal score in accordance with **Attachment C: Pricing & Commission Proposal (30 Points)**.

4. ***Final Score (100 Points)***

The solicitation coordinator will calculate each applicant's total score by combining the Technical Response final score and the Pricing & Commission Proposal final scores awarded to each applicant. The applicant with the highest overall score will be awarded the contract attached hereto.

Attachment A: Mandatory Requirements (Pass/Fail)

Applicants must respond to all questions below in order to be considered.

Applicant Name:	
1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Provide a statement confirming that, if awarded a contract, the applicant will accept and agree to all terms and conditions set out in Attachment D: Pro Forma Contract.	
3. Describe the applicant's type of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, etc.), description and purpose, and location (physical location or domicile).	
4. Detail the number of years the applicant has been in business and briefly describe the applicant's historical experiences and background in providing work/school photography services.	
5. Provide a statement of whether, in the last ten (10) years, the applicant has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
6. Provide a statement of whether there is any material, pending litigation against the applicant that the applicant should reasonably believe could adversely affect its ability to meet grant contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the applicant's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the applicant's performance in a grant contract pursuant to this solicitation.	

Attachment B: Technical Response (70 Points)

Applicants must address all technical response items and provide, in sequence, the information and documentation as required. The members of the State review committee will independently evaluate the responses and assign a score to each item using the rubric below. The solicitation coordinator will calculate the average of the total scores to determine the final score for this section.

Applicant Name:		
Technical Response	Maximum Points	Assigned Points
1. Provide a narrative that illustrates how the applicant will complete the scope of services and accomplish required objectives.	15	
2. Provide a proposed timeline for completing the scope of services including employee names and individual responsibilities.	10	
3. Provide a one-year photography plan including approximate dates and specifics around senior portraits (ex: where and when senior photos are offered) and proposed pricing for all photography packages listed in the attached Pro Forma Contract.	30	
4. Provide a narrative that describes the applicant's past experience and background with school photography services.	15	
Score (Maximum Possible = 70)		

Technical Response Rubric

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	15	Narrative does NOT provide comprehensive and detailed answers to how the applicant will complete the scope of services and accomplish required objectives. (0 – 5 points)	Narrative is comprehensive; however, it lacks details and clarity surrounding how the applicant will complete the scope of services and accomplish required objectives. (6 – 10 points)	Narrative is comprehensive/ complete and provides details and extensive supporting information on how the applicant will complete the scope of services and accomplish required objectives. (11 – 15 points)
TECHNICAL RESPONSE #2	10	Timeline provides minimal information or is not included at all. (0 – 3 points)	Timeline is complete but somewhat nonspecific and lacks information related to major portions of the scope and provider roles. (4 – 6 points)	Timeline is specific, complete, and includes entire scope. Timeline is clear and explicitly outlines roles for providers. (7 – 10 points)
TECHNICAL RESPONSE #3	30	The photography plan does NOT provide comprehensive and detailed answers and does not include pricing table. (0 – 10 points)	The photography plan is comprehensive, but a specific aspect or aspects are missing, meaning the plan may not include all criteria for pricing and availability. (11 – 20 points)	All aspects of the photography plan are comprehensive, and it includes all criteria required. Senior photo scheduling and locations of photos are clear. Roles are clearly defined, and each person has experience or expertise in photography services. Pricing and packages are clear and concise, and

				proposed pricing is fair and reasonable. (21 – 30 points)
TECHNICAL RESPONSE #4	15	The narrative does not adequately describe applicant's historical experiences and background with photography services. (0 – 5 points)	The narrative includes a general description of applicant's historical experiences and background with photography services. (6 – 10 points)	The narrative includes a comprehensive description of applicant's historical experiences and background with photography services. (11 – 15 points)

Attachment C: Pricing & Commission Proposal (30 Points)

The Pricing & Commission Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the Attachment D: Pro Forma Contract and the commission percentage due to the State for the entire contract period. The Pricing & Commission Proposal shall remain valid for at least sixty (60) days subsequent to the date of the Pricing & Commission Proposal opening and thereafter in accordance with any contract resulting from this RFA. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. All commission percentages shall have a fixed percentage rate with no decimal points.

The applicant shall complete both tables below with their proposed pricing and commission percentages. The completed NOT TO EXCEED PACKAGE PRICING table below will represent twenty percent (20%) of the applicant's total score. The completed COMMISSION table below will represent ten percent (10%) of the applicant's total score.

NOT TO EXCEED PACKAGE PRICING

Cost Item Description	Proposed Price	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Underclass, Sports, Special Events, Faculty			
1. Single Unit	\$TBD / single unit	25	
2. Digital File Package	\$TBD / USB/Disk	35	
3. Package A: Two Total Units	\$TBD / package	20	
4. Package B: Three Total Units	\$TBD / package	20	
5. Package C: Four Total Units	\$TBD / package	10	
6. Package D: Five Total Units	\$TBD / package	5	
Senior Portraits			
7. Single Unit	\$TBD / single unit	10	

8. Plus Size Unit (11x16)	\$TBD / single unit	10	
9. Digital File Package	\$TBD / USB/Disk	25	
10. Senior Package A: Three Total Units	\$TBD / package	15	
11. Senior Package B: Four Total Units	\$TBD / package	10	
12. Senior Package C: Four Single Units + One Plus Size Unit; Five Total	\$TBD / package	5	
13. Senior Package D: Four Single Units + Two Plus Size Units; Six Total	\$TBD / package	5	
<p>EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The solicitation coordinator will use this sum and the formula below to calculate the NOT TO EXCEED PACKAGE PRICING score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>lowest evaluation cost amount from <u>all</u> proposals</p>			
<p>_____ x 20 =</p> <p>(maximum score) SCORE</p>			
<p>evaluation cost amount being evaluated</p>			

COMMISSION

Type of Sale	Commission Received	State Use Only	
		Evaluation Factor	Evaluation % (% x factor)
1. All Portrait Sales	TBD% of total portrait sales	1	
<p>EVALUATION PERCENTAGE (evaluation percentage above):</p> <p>The solicitation coordinator will use this percentage and the formula below to calculate the COMMISSION score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
$\frac{\text{evaluation percentage being evaluated}}{\text{highest evaluation percentage from all proposals}}$		$\times 10$ <p>(maximum score)</p>	= SCORE

Attachment D: Pro Forma Contract

The *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the document that the selected vendor must sign.

See sample Pro Forma Contract attached below.



REVENUE CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date TBD	End Date TBD	Agency Tracking # 33101-26064RV5	Edison ID TBD
Procuring Party Legal Entity Name TBD		Procuring Party Registration ID TBD	
Service Caption York Photographer (FY27 - FY31)			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE)			
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)			
<input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input checked="" type="checkbox"/> Competitive Award		Request For Applications	
<input type="checkbox"/> Other		N/A	
CPO USE - RV			

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
PROCURING PARTY NAME

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and **Procuring Party Legal Entity Name**, hereinafter referred to as the "Procuring Party," is for the provision of photography services for Alvin C. York Agricultural Institute for the 2026-2027 through 2030-2031 school years, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Procuring Party Place of Incorporation or Organization: **Location**

A. SCOPE OF SERVICES:

- A.1. The Procuring Party shall provide photography services for Alvin C. York Agricultural Institute ("York"). The photography services shall include posed sessions for underclass students, senior students, faculty, sports teams, and special events portraits.
- a. The York Yearbook Adviser will provide a data file from the school registrar prior to the scheduled portrait photo day with information needed to match names and images.
 - b. Underclass students shall be offered at least one (1) setting, during which multiple images shall be taken.
 - c. Seniors shall be offered at least three (3) settings: one (1) inside formal, one (1) inside casual, and one (1) outside casual.
 - d. The Procuring Party must offer and be able to produce composite photographs of seniors for each graduating class.
 - e. The Procuring Party shall organize full color proofs by grade, attach an order envelope, and ship them to the York Yearbook Adviser. Proofs shall arrive at York within four (4) weeks from the completion of the photo session.
 - f. Only one (1) quality grade of photos shall be offered for sale, which shall be the highest quality and resolution the Procuring Party has to offer.
 - g. Photos sold to students and faculty must be automatically digitally retouched at no additional cost.
 - h. The Procuring Party shall provide the York Yearbook Adviser access, either online access or physical copies, to all unaltered originals.
 - i. All final portraits shall be centered and focused with eyes open.
 - j. All portraits shall be free of artifacts (such as dust) and technical blemishes.
 - k. The Procuring Party shall comply with all York policies, including but not limited to signing in as a campus visitor and providing identification for any required background check prior to accessing York school grounds while students are present.

- A.2. The State and York do not guarantee any minimum quantity of goods or services to be purchased in relation to this Contract. This Contract does not grant the Procuring Party any exclusive rights. The York Yearbook Adviser may ask local photographers to cover sporting, school, and community events that are not posed or do not involve backgrounds (i.e., non-packageable pictures). The York Yearbook Adviser and journalism students may take any photos for non-commercial purposes on campus.
- A.3. The Procuring Party shall take underclass, senior, sports, special events, and faculty portraits on dates scheduled by the York Yearbook Adviser.
- a. The Procuring Party shall be available for photography sessions on nine and a half (9.5) days each York school year during the Contract Term. The length of the individual sessions will be agreed upon between the Procuring Party and York Yearbook Adviser at the time of scheduling.
 - b. The Procuring Party shall provide photography sessions for York which shall cover the below events/days during each school year that takes place throughout the Term:
 - 1) Senior Portraits - Formal, Casual (Indoor and Outdoor)
 - 2) Underclass Portraits
 - 3) Faculty/Staff Portraits
 - 4) Portrait Retakes (Senior and Underclass)
 - 5) Fall Sports
 - 6) Spring Sports
 - 7) Commencements
 - 8) Superlatives and Clubs
 - 9) Homecoming
 - c. Photography sessions will be scheduled at least thirty (30) business days in advance by the York Yearbook Adviser. The date and time must be communicated and agreed upon between the Procuring Party and the York Yearbook Advisor at least ten (10) business days prior to the scheduled session. All other logistical information shall be agreed upon at least seven (7) business days prior to the scheduled session. The scheduling timelines shall not apply if a previously scheduled photography session is cancelled due to an unexpected school closure. If this occurs, the Procuring Party and the York Yearbook Adviser shall reschedule the cancelled photography session on the next available agreed upon date.
 - d. The Procuring Party shall be responsible for collecting and remitting all applicable taxes associated with the portraits.
- A.4. The Procuring Party shall provide digital disks for all portraits.
- a. Yearbook portrait disks shall be formatted to current Professional School Photographers' Association ("PSPA") standards, which shall be provided by the York Yearbook Adviser.
 - b. All sport and special event disks shall be formatted with high resolution jpegs suitable for quality print publication in the yearbook and other school publicity use.
 - c. The Providing Party shall provide disks no later than the last proof shipment for that category (e.g., underclass portrait disks shall ship after retakes; fall portraits may be placed on a single disk.).
 - d. At the York Yearbook Adviser's request, sports and special event photos copies shall be provided on the day of the photo session directly from the camera card.

- e. The York Yearbook Adviser may also request disks to be reformatted and reissued as often as necessary. Upon such request, the Procuring Party shall provide the requested disks within ten (10) business days of the request, or the requested disks must be overnighted if the reissue is necessary due to some fault of the Procuring Party, at no additional cost.
 - f. The Procuring Party shall provide York Yearbook Adviser with a digital disk copy of a composite photo of each senior student.
- A.5. York will distribute proofs to students. The York Yearbook Advisor will collect student orders and return orders to the Procuring Party by either submitting them to the Procuring Party in person on the same day as the photography session occurred or by shipping the orders to the Procuring Party at an address provided by the Procuring Party.
- The Procuring Party shall be responsible for handling sales and delivery and for securing collection of payment from the student or student's family utilizing a 3rd party payment provider. The State reserves the right to review and approve the security protocols of the Procuring Party's selected payment provider. The Procuring Party shall not store or process card directly and shall implement a payment provider gateway for collecting accurate and correct payments.
- A.6. The Procuring Party shall ship senior proof packages directly to seniors with a self-addressed stamped envelope.
- a. The York Yearbook Adviser will provide the Procuring Party with a data file containing student addresses prior to the scheduled picture day.
 - b. The Procuring Party is responsible for confirming the address with each student before the student sits for their senior photo session.
 - c. If shipping services fail to locate the student or the student does not have a current address on file, senior proof packages may be delivered to the York Yearbook Adviser for hand delivery to the student.
- A.7. The Procuring Party shall fulfill and deliver all orders within six (6) weeks of the scheduled picture date with the exception of spring photographs, including spring sport, club, and extracurricular activity portraits, superlative portraits, and other spring photography services as designated by York. For spring photographs, the Procuring Party shall make digital disks of all spring portraits and photographs available to the York Yearbook Adviser no later than March 1st each year of the Term but shall maintain the six (6) week deadline for individual orders. The Procuring Party may continue to fill orders that come in after established deadlines at their discretion.
- A.8. Spring portraits and graduation cap and gown portraits may be requested by the York Yearbook Adviser and shall be priced to match senior portraits respectively, though the proofs process will be treated the same as the underclass proofs process by delivery through York.
- A.9. The Procuring Party shall print and return faculty portraits to be used for faculty security badges within six (6) weeks of the photo being taken at no charge to the State/York. York will contact the Procuring Party when there are late hires to schedule additional faculty portraits, as needed. Portraits for late hires shall be returned to York within fifteen (15) business days of the photo being taken at no charge to the State/York. As often as possible, these sessions will be scheduled in conjunction with prior scheduled photo sessions on campus.
- A.10. The Procuring Party shall offer the following photography packages for underclass, sports, and special events (e.g., dances) portraits to be purchased by students and families:
- a. Single units (i.e., a single, standard size sheet of photo paper equal to either one (1) 8x10, two (2) 5x7s, four (4) 3x5s, or eight (8) wallet sized prints).

- b. Digital files with printing rights shall be available for purchase. The digital file shall include all poses, one (1) unedited original of each and digital corrections of each. This package will be offered at a price that is less than the greatest (i.e., most expensive) package.
 - c. Single units, plus size units, and digital files shall be offered separately and in addition to packages.
 - d. Package A-Two (2) Total Units:
Two (2) units of one (1) pose or one (1) unit of two (2) poses.
 - e. Package B-Three (3) Total Units:
Three (3) units of one (1) pose or a combination of two (2) poses.
 - f. Package C-Four (4) Total Units:
Four (4) units of one (1) pose or a combination of two (2) poses.
 - g. Package D-Five (5) Total Units:
Five (5) units of one (1) pose or a combination of two (2) poses.
- A.11. The Procuring Party shall offer the following photography packages for senior portraits to be purchased by students and families.
- a. Choice of one (1) casual and one (1) formal selection for the yearbook disk/USB drive at no charge.
 - b. Single units (i.e., a single, standard size sheet of photo paper equal to either a one (1) 8x10, two (2) 5x7s, four (4) 3x5s, or eight (8) wallet sized prints) will be offered at a flat rate.
 - c. Digital files with printing rights shall be available for purchase. The digital file shall include all poses, one (1) unedited original of each and digital corrections of each. This package will be offered at a price that is less than the greatest (i.e., most expensive) package.
 - d. Single units, plus size units, and digital files shall be offered separately and in addition to packages.
 - e. Senior Package A-Three (3) Total Units:
Three (3) units of one (1) pose or a combination of two (2) poses.
 - f. Senior Package B-Four (4) Total Units:
Four (4) units of one (1) pose or a combination of two (2) poses.
 - g. Senior Package C-Four (4) Single Units + One (1) Plus Size Unit:
Five (5) units total: All five (5) units may be from one (1) pose or a combination of three (3) poses.
 - h. Senior Package D-Four (4) Single Units + Two (2) Plus Size Units:
Six (6) units total: All six (6) units may be from one (1) pose or a combination of three (3) poses.
- A.12. The Procuring Party shall ensure that all employees and subcontractors provided under the Contract that shall be on school property while children are present have passed the required background check prior to being assigned for service at York. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5- 413(d)(1)(A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee

or subcontractor shall be required prior to the first date of service, and York reserves the right to request documentation of background checks at any time. The Procuring Party shall be solely responsible for all costs associated with the background check(s).

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on **DATE** (“Effective Date”) and ending on **DATE** (“Term”). The State shall have no obligation for goods delivered or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The Procuring Party shall offer package pricing that does not exceed those prices as outlined in Attachment A.
- C.2. The Procuring Party shall provide a full report of the total orders received for each school year during the Term. The report shall include the total dollar amount collected that school year in portrait sales, as well as subtotals for senior portraits, underclass, and faculty portraits, and all other commission portraits or products that shall match all the commission categories listed in Attachment A. All subtotals for each category shall also be itemized and broken down to include each individual order and corresponding amount.

The total commission amount shall be calculated from these subtotals in relation to the corresponding commission percentage provided by the Procuring Party in Attachment A. The total commission amount shall be paid in a single check during the Term as provided for below.

The full yearly report shall be due to the State by June 1st of each year throughout the Term. Payment for the full amount shall be made by check to the State by June 15th of each year throughout the Term.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by

the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against

the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

- d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.19. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- D.20. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Procuring Party acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Denise Baldwin (“York Yearbook Adviser”)
 Alvin C. York Agricultural Institute
 P.O. Box 70
 701 N Main Street
 Jamestown, TN 38556
Denise.Baldwin@yaidragons.com
 (931) 879-2176

The Procuring Party:

Procuring Party Contact Name & Title
 Procuring Party Name
 Address Line 1
 Address Line 2
 Email Address
 (###) ###-####

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Insurance. The Procuring Party shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Procuring Party’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Procuring Party loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Procuring Party shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Procuring Party agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Procuring Party’s sole responsibility. The Procuring Party agrees that the insurance requirements specified in this Section do not reduce any liability the Procuring Party has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Procuring Party shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Procuring Party shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Procuring Party shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Procuring Party shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Procuring Party’s policy. At any time, the State may require Procuring Party to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Procuring Party self-insures, then a COI will not be required to prove coverage. Instead Procuring Party shall provide a certificate of self-insurance or a letter, on Procuring Party’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Procuring Party as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Procuring Party of its obligations under this Section to the extent that the Procuring Party can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Procuring Party or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Procuring Party; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Procuring Party arising under this Contract. The Procuring Party shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Automobile Liability Insurance

- 1) The Procuring Party shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Procuring Party shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

b. Cyber Liability Insurance

- 1) The Procuring Party shall maintain cyber liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate. Such insurance shall be sufficiently broad to respond to the Procuring Party’s duties and obligations under this Contract, and shall include coverage for all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential

information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Procuring Party, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder

c. Commercial General Liability (“CGL”) Insurance

- 1) The Procuring Party shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Procuring Party shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

d. Sexual Abuse and Molestation Insurance

- 1) The Procuring Party shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Procuring Party shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.
- 2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Procuring Party may provide an Educator’s Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

E.4. Tennessee Department of Revenue Registration. The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.5. Debarment and Suspension. The Procuring Party certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.6. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. Prohibited Advertising. The Procuring Party shall not refer to this Contract or the Procuring Party's relationship with the State hereunder in commercial advertising in such a manner as to state or imply an endorsement by the State. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.8. Disclosure of Personal Identity Information. The Procuring Party shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Procuring Party. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the instance has come to the attention of the Procuring Party. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Procuring Party shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.9. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Procuring Party shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Procuring Party warrants that the Procuring Party is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Procuring Party agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Procuring Party agrees to maintain the confidentiality of all education records and student information. The Procuring Party shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Procuring Party shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Procuring Party agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in

DATAA, in any databases, to which the State has granted the Procuring Party access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Procuring Party shall be reported to the State within twenty-four (24) hours. The Procuring Party shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Procuring Party's failure to comply with this section.

- E.10. Personally Identifiable Information. While performing its obligations under this Contract, Procuring Party may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Procuring Party agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Procuring Party shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Procuring Party and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Procuring Party shall immediately notify State: (1) of any disclosure or use of any PII by Procuring Party or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Procuring Party or its employees, agents and representatives where the purpose of such disclosure is not known to Procuring Party or its employees, agents and representatives. The State reserves the right to review Procuring Party's policies and procedures used to maintain the security and confidentiality of PII and Procuring Party shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Procuring Party is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Procuring Party shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Procuring Party shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Procuring Party ("Unauthorized Disclosure") that come to the Procuring Party's attention. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Procuring Party. Procuring Party shall take all necessary measures to halt any further Unauthorized Disclosures. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Procuring Party shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

PROCURING PARTY LEGAL ENTITY NAME:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

LIZZETTE REYNOLDS, COMMISSIONER

DATE

ATTACHMENT A**NOT TO EXCEED PACKAGE PRICING**

Cost Item Description	Proposed Price
Underclass & Faculty	
Single Unit	\$TBD / single unit
Digital File Package	\$TBD / USB/Disk
Package A: Two Total Units	\$TBD / package
Package B: Three Total Units	\$TBD / package
Package C: Four Total Units	\$TBD / package
Package D: Five Total Units	\$TBD / package
Sports	
Single Unit	\$TBD / single unit
Digital File Package	\$TBD / USB/Disk
Package A: Two Total Units	\$TBD / package
Package B: Three Total Units	\$TBD / package
Package C: Four Total Units	\$TBD / package
Package D: Five Total Units	\$TBD / package
Special Events	
Single Unit	\$TBD / single unit
Digital File Package	\$TBD / USB/Disk
Package A: Two Total Units	\$TBD / package
Package B: Three Total Units	\$TBD / package
Package C: Four Total Units	\$TBD / package
Package D: Five Total Units	\$TBD / package
Senior Portraits	

Single Unit	\$TBD / single unit
Plus Size Unit (11x14)	\$TBD / single unit
Digital File Package	\$TBD / USB/Disk
Senior Package A: Three Total Units	\$TBD / package
Senior Package B: Four Total Units	\$TBD / package
Senior Package C: Four Single Units + One Plus Size Unit; Five Total	\$TBD / package
Senior Package D: Four Single Units + Two Plus Size Units; Six Total	\$TBD / package

COMMISSION

Type of Sale	Commission Received
1. All Portrait Sales	TBD% of total portrait sales