

PEEKSKILL CITY SCHOOL DISTRICT

REQUEST FOR PROPOSAL PUBLIC RELATIONS SERVICES

2007 - 2008 School Year

**Wednesday, June 27, 2007
2:00 p.m.**

**MR. GREGORY J. SULLIVAN
ASSISTANT SUPERINTENDENT FOR BUSINESS
AND ADMINISTRATIVE SERVICES
1031 ELM STREET
PEEKSKILL, NEW YORK 10566
(914)737-3300 extension 334
(914)737-2615 Fax**

Request for Proposal Public Relations Services

1. General Information-

The Peekskill City School District is requesting proposals from qualified firms or persons to provide public relations services for the Board of Education.

There is no expressed or implied obligation for the Peekskill City School District to reimburse responding firms for any expenses in preparing proposals in response to this request.

To be considered, three (3) copies of a proposal must be received by the Assistant Superintendent for Business and Administrative Services by 2:00 pm, Wednesday, June 27, 2007. The Peekskill City School District reserves the right to reject any or all proposals submitted.

During the evaluation process, the Peekskill City School District reserves the right, where it may serve the Peekskill City School District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Peekskill City School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Peekskill City School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Peekskill City School District and the firm selected.

It is anticipated that the selection of a firm will be completed by July 2, 2007. Following the notification of the selected firm, it is expected a contract will be executed between both parties by July 24, 2007.

2. TERM OF ENGAGEMENT

A three-year (3) contract, renewable annually, is proposed, commencing in 2007-2008, subject to annual review and concurrence of the Board of Education of the Peekskill City School District, and the annual availability of an appropriation.

The contractor as well as the Peekskill City School District shall have the option to cancel the engagement for the year(s) 2008-09 and/or 2009-10, provided that

written notice is given to the other party within sixty (60) days of the year in question.

3. NATURE OF SERVICES REQUIRED

- a) Preparation of the School District Calendar for district mailing by the third week of August.
- b) Preparation of newsletters in addition to the special budget issue.
- c) Photographs will be taken as required for newsletters and for press releases
- d) Preparation and development of a School District Information packet for mailing
- e) A mailbox will be provided at each building in order to provide the contractor with information about student and teacher events to be used for press releases and newsletters
- f) All press releases will be funneled through the contractor but must first be submitted to the Superintendent of Schools for final approval before distribution
- g) Contractor will attend Regular Monthly Board of Education meetings as requested
- h) Communication with the principals, directors, teachers and district administrators will be ongoing in order to be kept informed about programs and events
- i) Website management for good news and informational message
- j) Maintenance and updating of District website
- k) Liaison to Peekskill Education Foundation

4. PROPOSAL SUBMISSION

Three (3) complete sets of the proposal are to be submitted to the District by 2:00 pm, Wednesday, June 27, 2007 and clearly labeled as follows:

Mr. Gregory J Sullivan
Assistant Superintendent for Business and Administrative Services
Peekskill City School District
1031 Elm Street
Peekskill, New York 10566

Re: Public Relations Services Proposal

5. REQUIREMENTS

The detailed proposals shall be accompanied by the following information:

- a) General background information and resumé of the contractor.
- b) List firms' principal owners/partners, their background and include resumes of staff members.
- c) Provide samples on a minimum of four (4) similar projects i.e. newsletters, brochures etc. The samples shall include the School District or institution name, contact person and phone number.
- d) Evidence of insurance coverage, as outlined in Attachment A.

6. CONTRACT NOT TO BE ASSIGNED-

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation.

7. INVOICING-

Billing shall be made by monthly invoice, in duplicate, to Peekskill City School District, Business Office, 1031 Elm Street, Peekskill, New York 10566. All invoices shall be presented for payment by the 10th day of each month for the past month's service. No partial payments will be paid except when determined that this practice will be in the best interest of the Peekskill City School District, and upon mutual agreement of contractor. All invoices shall contain the following information:

- Name of Contractor
- Address(es) where services were performed
- Description of services performed
- Date of services performed

8. LAWS AND REGULATIONS

The Contractor shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this contract.

9. INDEMNIFY:

The contractor agrees to indemnify, defend and hold the Peekskill City School District, its Board of Education, officers and employees harmless from and against all liability, claims, actions, proceedings and suits, of any name and nature, as the same may relate to the services provided by the Contractor pursuant to this Agreement.

10. BACKGROUND CHECK

The contractor agrees to submit to a background check and fingerprinting.

11. VEHICLE:

The Contractor shall provide his/her own transportation and gas in the execution of the aforementioned duties, and shall at all times, carry at least the minimum vehicle insurance as outlined in Attachment A of this agreement.

All costs related to the Contractor’s vehicle shall be the responsibility of the owner/ Contractor.

12. RENEWAL

Renewal may be negotiated for additional one-year terms, by giving written notice of the desire to extend the Agreement with the District at least sixty (60) days prior to termination. The additional one-year terms contracts will be in an amount not to exceed the annual C.P.I. published in May.

13. TERMINATION

This contract may be terminated by either party by a thirty (30) day written notice to the other party.

14. CONTRACT

If awarded the contract, the terms and conditions of this proposal shall be the Contract with the Peekskill City School District and the undersigned agrees to be bound thereby.

Contractor

Peekskill City School District

Date

Date

ATTACHMENT A

REQUIRED INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming the district as an additional insured shall:
 - Purchase an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - Contain a 30-day notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The consultant agrees to indemnify the district for any applicable deductibles.
4. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- **Excess Insurance**

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

- **Performance Bond**

In an amount representing 100% of the contract price. The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

5. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

6. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

7. The District reserves the right to waive these requirements on a case-by-case basis.