

ATTACHMENT E

**AGREEMENT TO PURCHASE GOODS AND/OR SERVICES PURSUANT TO
BID**

This Agreement is entered as of into this 1st day of July, 2019 by and between the Board of Education of the Malverne Union Free School District ("District"), and Syntax Communication ("Contractor").

WHEREAS, the District issued a Request for Proposal ("RFP") for goods and/or services #19/20-04, entitled **Advertising/Public Relations Services**; and

WHEREAS, all bids received in response to the aforesaid RFP were opened and publicly read aloud on **Friday, March 1, 2019**, and

WHEREAS, the Contractor was thereafter determined to be the lowest responsible bidder meeting bid specifications, and

WHEREAS, on **Tuesday, March 12, 2019** the Board of Education awarded the Contractor the said bid and contract to provide the goods and/or services in accordance with the terms and conditions of the RFP;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, the Contractor and the District hereby agree as follows:

A. CONTRACT DOCUMENTS:

1. This Agreement incorporates by reference (i) all the terms, conditions, and specifications of the RFP dated **Friday, March 1, 2019**, and (ii) Contractor's bid **Friday, March 1, 2019**. The Contract Documents shall consist of this Agreement, the aforementioned documents and any other documents referenced in the RFP specifications. In the event of any discrepancy, conflict or inconsistency between the terms of this Agreement and any of the Contract Documents, the language of this Agreement shall prevail, followed in priority by the language of the RFP specifications.

B. TERM:

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, inclusive, unless terminated or extended as provided for in the RFP. It is understood that the District is under no obligation to renew this Agreement upon its expiration.

C. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. Contractor, will be engaged as an independent contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. Consultant agrees to complete and submit the attached Non-Employee & Vendor TIN Verification Form together with this Agreement.
2. The Contractor is retained by the District only for purposes and to the extent set forth in this Agreement, and its relationship to the District shall be that of an independent contractor. Except as otherwise provided herein, Contractor shall be free to dispose of that portion of its time, energy and skill as the Contractor is not obligated to devote hereunder to the District in such a manner as it sees fit, provided it does not interfere with its obligations to the District or reduce the time, energy and skill required to be devoted to the District under this Agreement. Neither Contractor nor its employees, agents or subcontractors shall be considered as having employee status nor shall they be entitled to participate in any of the District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employment benefit program, nor shall Contractor or its employees, agents or subcontractors be entitled to any of the rights or benefits available to District employees under State law or any collective bargaining agreement.
3. The Contractor shall procure and maintain at its own expense all of the insurance and security requirements set forth in the RFP.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

D. COMPENSATION:

1. The Contractor will submit claim form(s) to the District as indicated in the bid specifications (either upon completion/delivery or on a periodic basis during the course of the contract and no more frequently than monthly) to be countersigned that, in the aggregate, will not exceed the total contract price for the services rendered. As necessary and/or upon request, the Contractor shall submit time sheets listing services performed for any services rendered on an hourly basis. The District shall pay Contractor within thirty (30) days of the District's receipt and approval of said claim forms and/or time sheets.

2. The District will, when required pursuant to applicable federal and state requirements, submit a Form 1099 and IT 2102.1 respectively at year-end for all individuals/entities receiving payment(s) exceeding \$600.

E. SEVERABILITY:

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

F. GOVERNING LAW:

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

G. CONFIDENTIALITY, NON-COMPETE & CONFLICT OF INTEREST:

1. Contractor acknowledges that it may have access to confidential information including but not limited to employee information and information concerning finances and assets of the District, as well as access to the District's eSchool Data and financial management software, programs, and data. Contractor agrees that it will not, except in the proper performance of its duties under this Agreement, at any time during or after delivery of goods and/or completion of services hereunder, without the prior written authorization of the District, directly or indirectly use, divulge, furnish or make accessible to any person, any confidential information, or utilize any District software or programs.
2. Contractor agrees that it (1) shall not engage (whether for compensation or not) directly or indirectly in any business activity which shall compete in whole or in part, directly or indirectly, with the services to be provided by Contractor under this Agreement; (2) shall not use, divulge or furnish any confidential or sensitive information obtained in the course of its services hereunder; and (3) shall not solicit, recruit or attempt to recruit any current District employee for the purpose of filling an employment position elsewhere for the duration of this Agreement and for a period of three (3) years from the effective date of termination. If any of the provisions of this section is found by a court of competent jurisdiction to be excessively broad in duration, geographical scope or subject, it shall be reformed automatically and thereafter limited or reduced to the extent required to render it enforceable.

3. Contractor warrants that it has not and shall not accept or engage in any employment, interest, business or activity that is or would reasonably appear to compromise or be incompatible with the full and proper discharge of Contractor's professional judgment or services rendered to the District under this Agreement. Contractor shall promptly disclose any conflicts of interest to the District that exist or that may arise during the course of its services under this Agreement.
4. In the event of a conflict of interest or other violation of the foregoing restrictions, the District reserves the right to terminate Contractor's services and recover any compensation paid to Contractor.

H. ENTIRE AGREEMENT:

1. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
3. Contractor shall comply with all applicable Federal, State and local statutes, rules and regulations including the New York State Safe Schools Against Violence in Education ("SAVE") legislation and any applicable fingerprinting and clearance requirements. Contractor shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Contractor

Malverne UFSD

By: Christina Symelidis
Name/Signature

By: Danellle Hopkins
Print or type name
Danellle Hopkins
Signature

Christina Symelidis
Name/Print

Board of Education President
Title: (must be authorized to sign contract)

2/26/19
Date

Date: 3/12/19

ADDENDUM A

RFP #19/20-04: Advertising/Public Relations Services

MALVERNE UNION FREE SCHOOL DISTRICT

THOSE SUBMITTING PROPOSALS IN RESPONSE TO THE ABOVE REFERENCED RFP ARE ADVISED THAT IN ADDITION TO THE SERVICES OUTLINED IN PARAGRAPH 7 (SCOPE OF WORK) OF THE RFP, SOME OR ALL OF THE FOLLOWING SERVICES ARE PROVIDED BY THE CURRENT PUBLIC RELATIONS CONSULTANT. IT IS ANTICIPATED THAT THE BOARD OF EDUCATION WILL WANT ANY CONSULTANT SELECTED TO PERFORM SOME OR ALL OF THE SAME SERVICES. THE DISTRICT RESERVES THE RIGHT TO AWARD TO DIFFERENT CONSULTANTS INDIVIDUAL SERVICES INCLUDED WITHIN THE OVERALL SCOPE OF THE WORK.

FULL SERVICE COMMUNICATIONS PACKAGE:

- Development of communications initiatives to best promote district goals.
- Enhancement of district identity, such as tagline and logo.
- Attendance by Account Executive of one Board meeting per month, as needed.
- Development of up to eight (8) district newsletters as follows: five (5) bimonthly newsletters, up two (2) pages each; one (1) May newsletter, up to four (4) pages; one (1) graduation newsletter, up to six (6) pages; and one budget newsletter, up to eight (8) pages. Newsletter development includes content development (writing, photography), design, layout and printing preparation (if applicable).
- Ongoing development of press releases, including up to 10 visits per month. All stories can be adapted for and posted on the district website.
- Work with regional media to secure newspaper, television, and other media coverage of unique district events.
- Production and editing of video news stories, generally no greater than two (2) minutes in length, posted to district website. Average of two (2) to five (5) videos created per year.
- Development of annual district calendar/directory.
- Development of selected school district print materials (flyers, brochures, miscellaneous guides and specialty publications), using content provided by the district and submitted in specified electronic format.
- Crisis/issue management and strategic consultation.

HOSTING AND MAINTENANCE OF DISTRICT WEBSITE:

- Provide annual web management services, including unlimited updates, additions and revisions to the site, and ongoing and unlimited technical support, maintenance and training as needed.
- Hosting environment that includes an enterprise-level firewall and DDoS mitigation, along with load-balanced web servers and a database cluster.

Please note:

- It is understood by both Parties that the consultant's Content Management System software will remain on the consultant's servers and is licensed out to clients. The consultant maintains the files for the software and site; therefore Malverne UFSD will not have access to such files.
- In the event that Malverne UFSD terminates web services with the consultant, it is the responsibility of the District to download and/or copy any information that it wishes to migrate from its existing website with the consultant to a new website service.

ANNUAL MOBILE APP SUBSCRIPTION:

- Annual subscription fee for district's mobile app.