



PO Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

Office of Financial Services
Purchasing Department

REQUEST FOR PROPOSAL (RFP)

**RFP NO. 1602
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES**

**Proposal Due:
April 18th, 2023
11:00a.m.**

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Office of Financial Services
Purchasing Department

P.O. Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

March 31, 2023

Re: RFP 1602 – Public Relations Support and Media Consultant Services.

The Suffolk County Water Authority (SCWA), a public benefit corporation based in Oakdale, NY, seeks proposals for **Public Relations Support and Media Consultant Services**.

Proposal Instructions / Deadline for Submission: One (1) original copy of your proposal shall be submitted to the address noted below. If not submitting a hard copy, proposer can submit an electronic version of their proposal thru the BidNet website. Proposals will be accepted electronically; prospective bidders have the opportunity to submit their proposals via the following website: www.BidNetDirect.com/new-york.

Proposal shall include company overview, client list, relevant history and qualifications. **If submitting manual hard copy of proposals, they shall be delivered to SCWA, Purchasing Department, 3525 Sunrise Highway, Great River, NY 11739, not later than 11:00 a.m. EST on April 18, 2023.** Proposal must be submitted in a sealed envelope or carton, clearly marked with "**Request for Proposal 1602 – Public Relations Support and Media Consultant Services**", the date, and the name of the proposer. Any materials that are not so received may be opened as general mail, and result in invalidating the proposer's submission.

If mailing your proposal through the POST OFFICE, please use the following address: SCWA 4060 Sunrise Highway, PO Box 38, Oakdale, New York 11769, Attn: Purchasing Director. If sending your proposal overnight using Federal Express or UPS shipments use 3525 Sunrise Highway, Great River, NY 11739, Attn: Purchasing Department.

Interested bidders are invited to submit in writing or via e-mail, any questions on this contract to John Milazzo, Purchasing Director, SCWA, 3525 Sunrise Highway, Great River, Long Island, NY 11739, or email John.Deubel@scwa.com. Questions and answers pertaining to this proposal may be viewed at www.scwa.com by clicking on Contracts/Bid Notices. **Contractors must be registered and must log in to access Contract Documents, questions, answers and addenda.** It shall be bidder's responsibility to regularly check the websites www.scwa.com or www.BidNetDirect.com/new-york, for updated questions and answers, or addenda. Questions must be received no later than 72 hours prior to the bid date.

Project Schedule

The following Project Schedule is provided for information only. Suffolk County Water Authority reserves the option of amending the schedule as deemed necessary.

RFP Transmitted to Proposers	March 31, 2023
Close of Contractor Questions	April 13, 2023
RFP due Date	April 18, 2023
Contract Award Date	TBD

SUFFOLK COUNTY WATER AUTHORITY
SECTION I – GENERAL TERMS
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: The Suffolk County Water Authority (SCWA), a public benefit corporation based in Oakdale, seeks proposals for **Public Relations Support and Media Consultant Services**.

Deadline for submission - Your proposal shall be delivered to SCWA, Purchasing Department, 3525 Sunrise Hwy, Great River, NY 11739, **not later than April 18, 2023, 11:00 a.m., EST**. Bidder has an option to submit an electronic version of their proposal instead of a hard copy thru the BidNet website. Proposals will be accepted electronically via the following website: www.BidNetDirect.com/new-york.

If mailing your bid through the Post Office, bidders must use Suffolk County Water Authority 4060 Sunrise Highway, Oakdale, New York 11769, Attn: Purchasing Director. Federal Express or UPS shipments use 3525 Sunrise Highway, Great River, NY 11739.

Request for Proposal (RFP) documents are available for you to download by login in to the following websites: www.scwa.com or www.BidNetDirect.com/new-york.

Details relating to the proposed work are also on file and publicly exhibited at the Office of the Purchasing Department of the Suffolk County Water Authority, 3525 Sunrise Highway, Great River, NY 11739.

Minority and Women Owned Businesses are encouraged to bid.

By Order of the

SUFFOLK COUNTY WATER AUTHORITY



Jeffrey W. Szabo, Chief Executive Officer

RFP 1602
March 31, 2023

SUFFOLK COUNTY WATER AUTHORITY
SECTION I – GENERAL TERMS
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602
RFP Terms and Conditions

1. All proposals shall constitute an "offer" to provide the requested goods or services and in no way shall be construed as a commitment to award a contract, issue a Purchase Order, or to pay any costs associated with the preparation or submission of a proposal.
2. Upon submission, all proposals shall become the property of Suffolk County Water Authority and shall be part of Suffolk County Water Authority's official files without any further obligation. All responses will be held confidential and shall not be released to any third parties or the public without written authorization from the Proposer.
3. In the event a Proposer submits confidential and proprietary information, the information must be clearly labeled as "Confidential and Proprietary" Suffolk County Water Authority shall maintain the confidentiality of such trade secrets to the extent provided by law.
4. Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any officer, agent, contractor or employee of Suffolk County Water Authority for the purpose of influencing consideration of a proposal.
5. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) that may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
6. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements and specifications of the RFP. Submission of a proposal shall constitute acknowledgement of, and agreement with, said requirements and specifications.
7. Proposer(s) will be expected to adhere to all standard contractual terms and conditions.
8. Suffolk County Water Authority reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
9. Suffolk County Water Authority reserves the right to waive any formality connected with this RFP.
10. Suffolk County Water Authority reserves the right to request clarification of any proposal after all proposals have been received.
11. While it is not Suffolk County Water Authority's intent to "split" the award between multiple Contractors, Suffolk County Water Authority reserves the right to select elements/products from different proposals and to award or combine them in anyway, including, but not limited to awarding multiple contracts or dividing the work between multiple Contractors.
12. Suffolk County Water Authority reserves the right to reduce the scope of the project or a specific element and evaluate and/or award only the remaining scope or elements.
13. The Suffolk County Water Authority reserves the right to terminate the Contract after giving the Contractor seven (7) days written notice if the Authority determines that Contractor has not (1) completed the work, in an expeditious manner, (2) proceeded with the work in a safe manner, (3) has not provided satisfactory service, (4) abided by any of the terms and conditions of the Contract, or (5) for any other reason.
14. The Suffolk County Water Authority reserves the right to cancel this contract (in part or whole) by giving not less than seven (7) days and not more than **thirty (30) days** written notice that, on or after a date therein specified, the contract shall be deemed terminated and canceled.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION II – INTRODUCTION
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602**

1. INTRODUCTION

A. PURPOSE

SCWA is a public benefit corporation based in Oakdale New York. SCWA seeks proposals for Public Relations Support and Media Consultant Services. The purpose of this request is to contract a consultant to support promotion of SCWA public and media outreach, create a media plan, and assist in the purchasing of media space.

B. BACKGROUND

SCWA began its operations in 1951 as a regional water purveyor and is charged with the responsibility of developing and maintaining an adequate supply of potable water to the residents of Suffolk County. It operates throughout Suffolk County, New York, serving nearly 1.2 million customers. Its distribution system consists of approximately 600 active wells, 233 pump stations, 36 booster stations, 62 water storage tanks, 5,775 miles of main and 35,130 fire hydrants.

2. GOAL

SCWA is recognized as a leader in the drinking water provider industry and is one of the largest groundwater providers in the nation. SCWA wishes to raise its public outreach to its customers through media purchases and other public relations efforts. SCWA is seeking a consultant to review our current public engagement efforts and develop a comprehensive plan to meet the Authority's goals of greater public awareness. The consultant would also assist in placing media buys and preparing ad campaigns that fit within the framework of the agreement. Public outreach campaigns should reflect the evolving goals of the Authority and seasonally adjusted messaging.

3. CONTENTS OF PROPOSAL

A. Report of Consultant's Relevant Experience in Public Relations Support and Media Consultant Services:

Consultant must provide documentation and narrative of its delivery of similar work. Documentation must include references. Narrative should identify why a program was successful and the impediments, if any, to successful implementation.

B. The consultant is required to submit a proposal that details how the consulting program will satisfy SCWA's objectives that includes, but are not limited to:

1. Examples of media work for other utilities, if applicable.
2. A detailed sample of targeted advertising, including cost, along with the estimated reach goals.
3. A comprehensive, achievable, and affordable plan for the future, provided to both the business and SCWA, including a cost-benefit analysis.

C. PROPOSAL SUBMISSION

1. The proposal shall be signed by an official authorized to bind the offeror.
2. Proposers shall submit one (1) copy of their proposal.
3. Pricing submitted under your proposal shall remain firm for ninety (90) days.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION II – INTRODUCTION
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602**

4. The proposal must be addressed to the address (if using FedEx or UPS) noted below, unless proposal is submitted electronically along with the RFP No. and Bid Date:

**Suffolk County Water Authority
Attn: John Milazzo, Director of Purchasing
3525 Sunrise Highway, 2nd Floor
Great River, NY 11739**

4. SCOPE OF WORK

A. Public Relations Support

Support in promoting SCWA press releases throughout local and major publications and new outlets. Responsibilities to include: drafting press releases, pitching to media, and follow up for inclusion/ publication; drafting quotes, getting quotes for press releases from supporting sources; arranging press releases for key issues. Coordinating events to promote the SCWA message, assisting with public events, expanding the SCWA brand; or any other media work assigned by SCWA.

B. Media Consultation

Assist the SCWA in drafting a media plan throughout the year to promote not only important, time sensitive messaging, but also the core mission of the Authority. Messaging to include but not limited to drinking water quality, conservation messaging during peak months, rate information, and as needed program messaging.

Determine the most effective use of media dollars, be it digital, social media, television, radio, or other sources and how to effectively implement plans to convey our messaging to SCWA customers.

5. TERM OF AGREEMENT

Unless terminated earlier, the contract term will be for a minimum of one-year with the option to extend in one-year increments for up to three years.

6. PAYMENT

SCWA will pay the consultant monthly based on invoices submitted to Communications and reviewed and approved by the Finance Department.

7. SITE VISIT LOCATION

The consultant is expected to provide their own transportation to and from site visits throughout Suffolk County. The consultant is responsible for all fees associated with transportation to and from sites.

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SECTION II – INTRODUCTION
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8. COST

As part of the submitted proposal, the consultant shall provide pricing for the cost of: (1) evaluating SCWA current public outreach and media plan, (2) providing public relations support, and (3) consulting on media plans and purchasing. Cost proposal should be itemized for each category of work. This should take the form of hourly rates and estimates for each category. Alternative pricing options may be provided.

9. QUALIFICATIONS AND REFERENCES

The consultant agrees to provide staff members that are knowledgeable and educated on public relations and media consulting. The consultant is expected to provide valuable input to meet the goals of the proposal.

10. DISCLOSURES

In its bid, the consultant shall disclose any interest in any media company that benefits as a result of their recommendations.

The consultant must disclose whether it plans on using a subcontracting for any of the required services. If a subcontractor is utilized, it must execute the agreement contained in the Insurance Requirements Section below.

11. SELECTION PROCESS

SCWA's selection committee will form a recommendation of the selection of the consultant on the basis of price and quality. Quality includes the appropriateness of the proposed audit program, relevant qualifications and experience of the firm and of the personnel to be assigned to the work, and the likelihood that the firm will complete the assignment in a timely fashion. Any and all work materials prepared by the consultant in the performance of its obligations under this agreement are the property of SCWA and must be remitted to SCWA upon completion or termination of this agreement at no additional cost.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION III – PROPOSAL EVALUATION & INSURANCE REQUIREMENTS
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602**

PROPOSAL EVALUATION AND INSURANCE REQUIREMENTS

1. Proposal Evaluation Criteria

Evaluation of the proposals shall be made by a team at the SCWA made up of representatives of management. The criteria for selection of the successful consultant shall be based upon the submitted proposal.

2. Basis for Award

All proposals will be scored, and a ranking will be established. The contract will be awarded to the bidder whose proposal is most advantageous to SCWA. The most advantageous proposal may or may not be the lowest price or highest rated. Ranking will be based on experience, price and quality of the submission.

3. Required documents

Proposer(s) are required to complete and submit the following documents with their proposal, as listed below:

- **Proposer Acknowledgement of RFP Requirements**
- **Bidder's Proposal**
- **Form of Offerer Disclosure of Prior Non-Responsibility Determination (Exhibit A)**
- **Suffolk County Water Authority Disclosure Form (Exhibit A1)**
- **Affirmation of Understanding and Compliance (Exhibit B)**
- **Insurance Carrier or Agent's Acknowledgment (Exhibit C)**
- **Contact Information Document (Exhibit D)**
- **Contract Prequalification Statement (Exhibit E)**

Failure to comply with this requirement, as noted above, will be deemed sufficient cause for the rejection of the proposal.

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INSURANCE REQUIREMENTS – Public Relations and Media Consultant Services 3/28/23

The Consultant shall not be considered "approved" until it has obtained all insurance required under this Contract and such insurance has been approved by the Authority.

Insurance coverage throughout the term of this Agreement and any amendment and/or renewal hereof shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Department of Financial Services and rated by "A. M. Best" at "A-" or better, or as otherwise deemed acceptable by the Suffolk County Water Authority.

Insurance coverage shall be evidenced by a Certificate(s) of Insurance (the "Certificate") submitted on an "Acord" or equivalent form, which equivalent form to be acceptable to Suffolk County Water Authority. The Suffolk County Water Authority shall have the right to reject a Certificate if it reasonably deems that the Certificate does not meet the insurance requirements provided for in this Agreement and any amendment and/or renewal hereof. Certificate(s) documenting the Consultant's continued compliance with this Paragraph shall be provided to Suffolk County Water Authority throughout the term of this Agreement or any amendment and/or renewal hereof.

Certificate holder should read: Suffolk County Water Authority
Attention: Risk Management
4060 Sunrise Highway
Oakdale, NY 11769

Thirty (30) days' notice of cancellation, non-renewal or reduction of coverage is required.

For all liability policies other than Workers Compensation and Professional liability (if applicable), the Suffolk County Water Authority must be added to and insured as additional insured for ongoing and completed operations. Such policies shall be Primary and Non-Contributory.

Evidence of this extension may be by a blanket additional insured endorsement to the policy, such endorsement to be submitted to Suffolk County Water Authority with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable. Suffolk County Water Authority shall bear no responsibility for the payment of the Consultant's / Subcontractor's premiums and the Consultant / Subcontractor shall be responsible for any deductibles or retentions that may apply under any of the policies.

Coverage shall be obtained, and maintained in accordance with the provisions of this paragraph as follows:

A. General Liability:

Form: Commercial General Liability in a form providing coverage not less than that of a standard Occurrence Commercial General Liability policy form including separate limits for Personal Injury, and Products/Completed Operations. Coverage to include Contractual Liability without an injured employee/third party action over exclusion.

General Liability insurance shall not contain restrictions that prohibit or limit coverage in the event that an Owners and Contractors Protective liability policy (if required) also affords coverage.

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ISO endorsement 20101219 or substantial equivalent as respects to ongoing operations, as well as, and ISO endorsement 20371219 or substantial equivalent as respects to products/completed operations must be added to the policy.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

B. Automobile Liability: (if any vehicles are used by the consultant)

Form: Commercial Automobile Liability, including all owned, non-owned, and hired autos.

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection as per the statute.

C. Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

D. Professional Errors & Omissions Liability

Form: Professional Liability, including but not limited to any act, error or omission in the rendering of professional services. Retroactive date that applies to coverage on any current or future policy shall be no later than the date services are first rendered on the project.

Limits: \$1,000,000 per occurrence, \$1,000,000 aggregate

E. Miscellaneous:

- i. All contracts between the Consultant and a Subcontractor shall contain terms and conditions that require the Subcontractor to include the Suffolk County Water Authority as an additional insured under all primary and excess liability policies. Such policies include General Liability, Excess Liability, and Auto Liability. The consultant shall furnish to Suffolk County Water Authority evidence of this provision contained in their contract with the subcontractor. In the event there is no written contract between the consultant and subcontractor, a Supplemental Insurance Agreement must be signed by the Consultant, Subcontractor and the Suffolk County Water Authority. A specimen copy of this agreement is provided below.
- ii. Suffolk County Water Authority must be notified of any substantial impairment of any of the above limits at the inception of and/or during the term of this Agreement.
- iii. All Certificates must contain the following provisions:
 - Contract or RFP Number

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SECTION III – PROPOSAL EVALUATION & INSURANCE REQUIREMENTS
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- Indicate Suffolk County Water Authority is an Additional Insured
 - Location and nature of activities.
 - The policy beginning and expiration dates. If any coverage expires during the contract period, a new Certificate must be furnished to the Authority evidencing continuation of coverage.
- iv. All subcontractors shall adhere to all provisions contained in this insurance section (unless otherwise deemed applicable by Suffolk County Water Authority).
- v. SCWA shall be the sole judge in determining the acceptability of the insurance provided by the Consultant and may waive Consultant's compliance with some or all of the requirements if it is deemed to be in the best interest of the SCWA.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION III – PROPOSAL EVALUATION & INSURANCE REQUIREMENTS
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
RFP NO. 1602**

AGREEMENT

This Agreement made the ____ day of _____, 2023 is by and between Suffolk County Water Authority, with its principal office at P.O. Box 38, 4060 Sunrise Highway, Oakdale, New York, 11769, hereinafter "SCWA," *Consultant Name Here*, hereinafter "*Consultant Abbreviated Name*" with offices at *Address Here*, and *Subcontractor Name Here* with offices at *Address Here*, hereinafter "*Subcontract Abbreviated Name*", taken together the "Parties."

WITNESSETH

Whereas, SCWA and *Consultant Name Here* executed SCWA Agreement #1602, "Public Relations Support and Media Consultant Services" on _____, (the "SCWA Contract"), attached hereto and made a part hereof, and

Whereas, the SCWA Contract required *Consultant Name Here* to add SCWA to and insure SCWA as an additional insured under *Consultant's* insurance policies for the types and limits set forth in the SCWA Contract, (collectively the "Insurance Requirements") and

Whereas, *Consultant Name Here* wishes to retain *Subcontractor Name Here* as its subcontractor to perform certain portions of the work required under the SCWA Contract, and

Whereas, the Parties wish to enter into this Agreement to require *Subcontractor Name Here* to add SCWA as an additional insured under *Subcontractor's Name Here* insurance policies for the types and limits set forth in the Insurance Requirements, and to require *Subcontractor Name Here* to indemnify SCWA against loss.

Now therefore the Parties agree as follows.

1. The above recitals are incorporated herein.
2. *Subcontractor Name Here* has reviewed the SCWA Contract and agrees to adhere by the Insurance Requirements. *Subcontractor Name Here* will add SCWA to and insure SCWA as an additional insured under the Insurance Requirements. The Parties agree that the intent of this Agreement is to create an obligation for *Subcontractor Name Here* to insure SCWA under the same terms and conditions that *Consultant Name Here* insures SCWA under the SCWA Contract.
3. *Subcontractor Name Here* will provide evidence of such coverage to SCWA as deemed acceptable by SCWA. *Subcontractor Name Here* shall not commence any activity authorized under the SCWA Contract until SCWA approves the coverage.
4. *Subcontractor Name Here* shall defend, indemnify and save harmless, to the extent permitted by law, the Suffolk County Water Authority, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Suffolk County Water Authority or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Suffolk County Water Authority or of others resulting from the performance of the SCWA Contract, or through any act or omission on the part of *Subcontractor Name Here* or its agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by

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Subcontractor Name Here, its agents, employees, servants or subcontractor(s) in the performance of the SCWA Contract, and *Subcontractor Name Here* understands and agrees that it shall defend, indemnify and save harmless, to the extent permitted by law, the Suffolk County Water Authority, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the SCWA Contract.

5. The provisions of this Agreement are additive to Agreement #1602 and in no manner diminish or impair SCWA's rights or *Consultant's Name Here* obligations under the same.
6. The term of this Agreement is effective as of the date of signing below and will remain in effect throughout the life of the SCWA Contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and to be effective as of the date first above written.

Consultant Name Here

By: _____

Date: _____

Subcontractor Name Here

By: _____

Date: _____

Suffolk County Water Authority

By: _____

Date: _____

**SUFFOLK COUNTY WATER AUTHORITY
SECTION IV - MISCELLANEOUS RFP PROVISIONS
PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES
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INDEMNIFICATION

The consultant shall defend, indemnify and hold harmless to the extent permitted by law, SCWA, its members, officers, agents, servants and employees from and against all suits, liabilities, losses, demands, payments, actions, proceedings, suits, recoveries, judgments, costs, and expenses of every kind and description, including reasonable attorney's fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, resulting from, or arising out of, or in any way connected with, consultant's activities under this Agreement, whenever made or incurred. SCWA shall have the right to demand consultant undertake to defend any and all actions and to investigate and defend any and all claims, against SCWA, its members, officers, agents, servants and employees resulting from, or arising out of, or in any way connected with, consultant's activities under this Agreement. This indemnification and hold harmless shall survive the termination and expiration of this Agreement. The aforesaid indemnification shall not be applicable to any liability caused by the sole negligence or willful acts or omissions of SCWA, its members, officers, agents, servants and employees. Consultant shall defend, indemnify and save harmless to extent permitted by law, SCWA its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in the performance of Consultant's obligations under this Agreement. This provision and consultant's obligations thereunder, shall survive the expiration or termination of the Agreement.

CONFIDENTIAL INFORMATION

SCWA is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain SCWA records are subject to public inspection upon request. However, trade secrets or information submitted to SCWA which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. SCWA shall review such requests on a case-by-case basis. Failure to identify such information, shall be deemed consent to public inspection of the entire proposal.

CONTACT INFORMATION

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Authority and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Authority member, employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Authority (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the SCWA's Purchasing Department John Deubel, 631-292-6032 or at John.Deubel@scwa.com. The Authority may schedule a conference with the vendor(s) prior to any award. Authority personnel are required to obtain certain information if contacted during the Restricted Period. Upon the basis of this information, the Authority will make a determination of the responsibility of the Bidder who made the contact pursuant to statutory provisions. Certain findings of non-responsibility can result in rejection for

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contract award, and in the event of two findings within a four (4) year period by a Bidder, a Bidder will be debarred from obtaining Authority or other governmental Procurement Contracts. Further information about these requirements can be found in the Authority's Guideline Regarding Contacts During an Authority Procurement at www.scwa.com.

The SCWA reserves the right to disqualify any bidder which makes unauthorized contacts to SCWA.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Agreement, consultant (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Agreement any subcontractor that is identified on the prohibited entities list.

Additionally, consultant agrees that after the list is posted on the OGS website, should it seek to renew or extend the agreement, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Consultant also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the prohibited entities list before SCWA may approve a request for Assignment of Agreement.

During the term of the Agreement, should SCWA receive information that a person is in violation of the above-referenced certification, SCWA will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SCWA shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the consultant in default.

SCWA reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.



PROPOSER ACKNOWLEDGEMENT OF RFP. 1602 REQUIREMENTS

DATE: _____

COMPANY NAME: _____
(LEGAL NAME)

COMPANY ADDRESS: _____

PRINTED NAME: _____

SIGNATURE: _____
(AUTHORIZED AGENT)

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



EXHIBIT A

**FORM OF OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

- 1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer questions 2 thru 4

- 2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

(Please circle): No Yes

- 3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): No Yes

- 4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional information on reverse if necessary)



All question must be answered.

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity:_____

Date of Termination or Withholding of Contract:_____

Basis of Termination or Withholding:_____

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please Circle) No Yes

Offeror certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law 139-k is complete, true and accurate.

By:_____Date: _____

Signature:_____



EXHIBIT A1

**Suffolk County Water Authority
Disclosure Form**

1. Vendor's Name _____
Address _____
City and State _____ Zip _____

2. Type of Business: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____

3. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, members, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County Water Authority. (Attach additional sheet if necessary.)

4. List all names and addresses of those individual shareholders and members holding more than five percent (5%) interest in the Contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County Water Authority. (Attach additional sheet if necessary).

5. Remedies. The failure to file a verified public disclosure statement shall constitute a material breach of Contract.

6. Verification. This section must be signed by an officer or principal of the Vendor authorized to sign for the company for the purpose of executing Contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____ Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Vendor: _____

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)**

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement)
(Notary Public)

**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)**

STATE OF _____) ss.:
COUNTY OF _____)

On the ____ day of _____ the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(Signature and office of individual taking acknowledgement)
(Notary Public)



EXHIBIT B

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

RFP No. 1602

Contract Number Related to Offer: _____

_____ hereby affirms that it has read and understands the Suffolk County Water Authority's guidelines regarding its policy concerning Contacts during an Authority Procurement, and agrees to comply with SCWA's procedures relating to this policy during the SCWA procurement.

Date: _____ 20 _____

Name of Officer: _____

Address: _____

Name and Title of Person Signing the Affirmation



EXHIBIT C

Insurance Carrier or Agent's Acknowledgment

Project Description: RFP 1602 – Public Relations Support and Media Consultant Services.

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

Insurance Agent: _____
NAME OF FIRM

Address: _____

Email: _____

Fax No.: _____ Phone No.: _____

Please review the SCWA insurance requirements contained in this Contract which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

- Automobile Liability
- Material is Delivered by common carrier
- General Liability
- Excess Liability
- Vendor's Endorsement
- Worker's Compensation
- Owners and Contractors Protection Liability (OCP)
- Professional Liability Insurance
- Builders Risk or Installation Coverage Floater
- Crime

We have reviewed the insurance requirements set forth in the above proposed contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Dated: _____

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Contract, if awarded to the Bidder, at no additional cost to the SCWA.

Sign: _____
Officer of Company

Print Name _____

(Failure To Have This Form Properly Filled Out and Signed by The Insurance Agent as Well as The Bidder May Result in Your Bid Being Considered Non-Responsive.)



EXHIBIT D

**CONTACT INFO.
RFP NO. 1602**

PUBLIC RELATIONS SUPPORT AND MEDIA CONSULTANT SERVICES

Name:	
Signature:	
Title:	
	PRINT OR TYPE NAME OF PERSON SIGNING PROPOSAL

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS**
- WOMAN OWNED BUSINESS**

Company Name:	
Company Address:	
Contact Person for Proposal Follow-Up:	
Business Contact Telephone No.:	
Cell Number:	
Fax Number:	
Date:	

This page must be fully completed



EXHIBIT E

RFP/CONTRACT NO. _____

RFP/CONTRACT PREQUALIFICATION STATEMENT

Those Bidders who have not previously been contracted by the Suffolk County Water Authority shall submit the following information in conjunction with the Agreement.

Proposals received without a completed prequalification statement may **not** be considered in the process.

- A) What similar projects has your organization completed within the last 5 years?
Please list a minimum of three projects:

<u>Customer</u>	<u>Contact</u>	<u>E-Mail / Telephone No.</u>

- B) Have you ever failed to complete any work awarded to you? If so, where and why?

Signature of Bidder*

Name: _____

*If Corporation, State Title

Company Name (_____)
