

**Consulting Services Agreement**

**This Agreement ("Agreement") is between the Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk ("County"),** a municipal corporation of the State of New York; and

**AECOM USA, Inc. ("Consultant"),** a New York corporation having its principal place of business at 125 Broad Street, 15<sup>th</sup> Floor, New York, New York 10004.

The parties hereto desire for **Consultant** to provide academic and workforce programming, project funding and cost control in connection with the Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York ("**Services**").

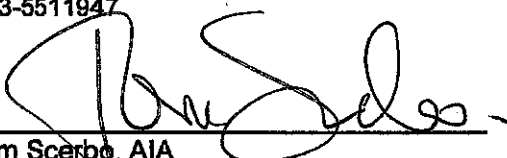
**Term of Agreement:** February 15, 2017, through January 14, 2020, with additional one-year renewal options to be exercised at the sole discretion of the College until all services required under the Agreement are completed.

**Total Cost of Agreement:** Not to exceed \$99,000.00, as set forth in Exhibit E.

**Terms and Conditions:** Shall be as set forth in Exhibits A through F, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

**AECOM USA, Inc.**  
FID #: 13-5511947

By:   
Tom Scerbo, AIA  
Vice President

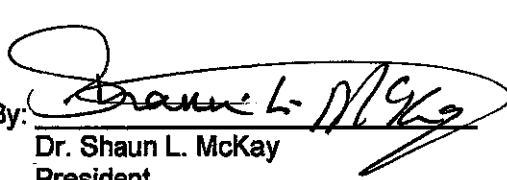
Date: May 2, 2017

**Approved as to Legality:**

By:   
Louis J. Petrizzo, Esq.  
College General Counsel


Date: 05/03/17

**Suffolk County Community College**

By:   
Dr. Shaun L. McKay  
President

Date: 5/9/17

**Approved:**

By:   
Gail Vizzini  
Vice President of Business  
& Financial Affairs

Date: 5-3-17

**Recommended:**

By:   
Paul Cooper  
Executive Director of Facilities/  
Technical Support

Date: 5/3/17

**List of Exhibits**

**Exhibit A**

**General Terms and Conditions**

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents
21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

**Exhibit B**

**Suffolk County Legislative Requirements**

1. Consultants/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non-Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

**Exhibit C**  
**Notices and Contact Persons**

1. Notices Relating to Reports, Insurance or Other Submissions
2. Notices Relating to Payments
3. Notices Relating to Termination and/or Litigation

**Exhibit D**  
**Description of Services**

**Exhibit E**  
**Payment Terms and Conditions**

**Exhibit F**  
**College's Request for Proposals**

## EXHIBIT A

### General Terms and Conditions

**Whereas**, the College issued a Request for Proposals ("RFP"), which was advertised on June 23, 2016; and

**Whereas**, Consultant submitted a proposal in response to such RFP on July 28, 2016; and

**Whereas**, the College has selected the Consultant to provide the services as set forth herein; and

**Now, therefore**, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

#### 1. Consultant Responsibilities

##### a. Services

The Consultant shall provide Services as described in Exhibit D, entitled "Description of Services."

##### b. Qualifications and Licenses

To the extent applicable, the Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Consultant has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

##### c. Engineering Certificate

In the event that this Agreement requires any engineering services, the Consultant shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the College for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, the Consultant and any of its subsidiaries, divisions, affiliates or an entity under the control of the Consultant) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

#### 2. Term and Termination

##### a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined

below, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.
- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given thirty (30) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such thirty (30) day period, (or longer, at the College's option) the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the thirty (30) period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately. Consultant shall not be held liable for the accuracy or reliability of any partially completed design work.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Consultant is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Consultant for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, the Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to termination of this Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Consultant agrees to promptly reimburse to the College the balance of any funds advanced to the Consultant by the College which have not been used by the Consultant to provide materials, labor or other resources to the project. However, any funds paid to the Consultant by the College which were used by the Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

### 3. Indemnification

#### a. General

The Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors and designated agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, to the extent caused by the negligent acts or omissions of the Consultant in the performance of the services described or referred to in this Agreement. The Consultant shall defend the College and /or County and their officers, officials, employees, contractors and designate agents in any suit, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit to the extent caused by the negligent acts or omissions of the Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

#### b. Federal Copyright Act

The Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Consultant, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

#### 4. Insurance

- a. The Consultant agrees to provide, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the Consultant related to this Agreement, provide, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Consultant. Unless otherwise specified by the College and/or the County and agreed to by the Consultant, in writing, such insurance shall be as follows:
  - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better, including a rating of A VII
- c. The Consultant shall furnish to the College Declaration Pages or a certificate of liability insurance evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and the Consultant shall furnish appropriate documentation evidencing the College and the County's status as additional insureds on the policy.
- d. Any such Declaration Page, certificate of liability insurance, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation or nonrenewal of the policies. Such Declaration Page, certificate of insurance, endorsement page, other evidence of insurance and any notice of nonrenewal shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at



such other address of which the College and/or the County shall have given the Consultant notice in writing.

- e. In the event the Consultant shall fail to provide the Declaration Page, certificate of liability insurance, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

**5. Independent Contractor**

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant shall be considered employees of the College and/or the County for any purpose.

**6. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**8. Set-Off Rights**

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
- i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

**10. Nonsectarian Declaration**

The Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**12. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**13. Conflicts of Interest**

- a. The Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**14. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**15. Confidentiality**

Any records, reports or other documents of the College and/or the County or any of its agencies used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

**16. Assignment and Subcontracting**

- a. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

**17. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of College and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**18. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**19. Publications and Publicity**

- a. The Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**20. Copyrights and Patents**

**a. Copyrights**

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to use any item so discovered or patented for non-commercial educational purposes. Any modification or reuse of any work product produced under the Agreement shall be without liability to AECOM.

**21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B entitled "Suffolk County Legislative Requirements." In accordance with this law, the Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

**End of Text for Exhibit A**

**EXHIBIT B**

**Suffolk County Legislative Requirements**

**1. Contractor's/Vendor's Public Disclosure Statement**

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**Required Form:** Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

The Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### **4. Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract,

subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

## **5. Gratuities**

The Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

## **6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and



services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

The Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8. Non-Responsible Bidder**

The Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, the Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

**End of Text for Exhibit B**

**EXHIBIT C**

**Notices and Contact Persons**

**1. Notices Relating to Reports, Insurance or Other Submissions**

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College:**

Vice President of Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, NY 11784-289

and

**For Consultant:**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

**2. Notices Relating to Payments**

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College:**

Paul Cooper  
Executive Director of Facilities/Technical Support  
Suffolk County Community College  
533 College Road, NFL 11  
Selden, NY 11784-2899

and

**For Consultant:**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

**3. Notices Relating to Termination and/or Litigation**

In the event the Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Consultant shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the College and County:**

Louis J. Petrizzo  
College General Counsel  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
Selden, NY 11784

**and**

Dennis M. Brown, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

**and**

**For Consultant:**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

## EXHIBIT D

### Description of Services

#### 1. Professional Services

Consultant shall provide academic and workforce programming, project funding and cost control in connection with the Renewable Energy and STEM Center on the Michael J. Grant Campus in Brentwood, New York, in accordance with the College's RFP (Exhibit F), including all applicable references to the non-traditional architectural/engineering services (see RFP, Section III, Item 2(a)(i) – "Project Specific Requirements"), as well as the scope of services described in Attachment 1, annexed hereto.

- a. Consultant shall engage, at its sole expense, subconsultants and/or other experts as may be required for the proper performance of the Agreement, but none shall be engaged without the prior written approval of the Vice President for Business and Financial Affairs or designee. Consultant shall be responsible for the performance of the work of all such subconsultants so engaged by it including maintenance of schedules, correlation of their work and resolution of all differences between them. Consultant shall pay to any such subconsultants employed to design any part of the Project, fees commensurate with the professional services rendered by them. It is understood that all subconsultants so engaged by Consultant are employees or subcontractors of Consultant and not of the College or the County and Consultant alone is responsible for their work.
- b. Consultant shall inform any such subconsultants hired by it for this Project fully and completely of all terms and conditions of this Agreement relating either directly or indirectly to the work to be performed and Consultant shall stipulate in each and every subcontract with them that all services performed and materials furnished thereunder shall strictly comply with the requirements of the Agreement.

#### 2. Codes, Regulations and Standards

Consultant and all subconsultants shall comply with all applicable codes, laws, rules, regulations and standards, including standards of the Suffolk County Department of Public Works, the State University of New York, and the Dormitory Authority of the State of New York. If Consultant or any subconsultant performs any work contrary to such codes, laws, rules, regulations, and standards, it shall bear all costs arising from correction of such work.

#### 3. Performance of Work

The services to be performed by Consultant shall at all times be subject to the direction and control of the College General Counsel, whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Any dispute relating to this Agreement shall be submitted to a senior representative of each Party ("Representative") who shall have the authority to enter into an agreement to resolve the dispute. The Representatives shall negotiate in good faith. No written or verbal representation made by either Party in the course of these or other settlement negotiations shall be deemed to be a party admission. If the Representatives are unable to resolve the dispute within three (3) weeks or such longer period as the Parties may agree, either Party may pursue its respective legal and equitable remedies.

## ATTACHMENT 1

### **Suffolk County Community College – STEM & Renewable Energy Center**

#### **Workforce Programming and Additional Funding**

FirstMetrix Corporation, as a subcontractor to AECOM, will provide for the project the academic and workforce programmatic strategies, resource planning/economic development, and supplemental funding strategies/awards.

Specific deliverables include:

- **Analyze current state:**
  - Programmatic offerings
  - Enrollment
  - Retention
  - Certifications
  - Transfer rates
  
- **Analyze programs listed in RFP and specific occupational codes within each to determine both nationally and locally the number of persons completing associate and certificate programs.**
  - Determine additional, not listed, STEM and renewable energy programs for consideration for initial offerings and future growth.
  
- **Review current industry demand and projections for occupational growth in renewable energy and selected STEM programs that are complimentary to the facility, the metropolitan statistical area (MSA) and nationally.**
  - Identify certification programs for consideration.
  
- **Develop programmatic focus with current/new programs and prepare program launch ramp/plan.**
  - Recommend scheduling protocols for certification, workforce and academic programs for a facility of approximately 35 thousand square feet, to include:
    - Maximum space utilization
    - Student throughput
    - Retention
    - New revenue generation potential
  
- **Recommend strategies and space allocation for the next generation incubator, and support strategies for the emerging and accelerating small businesses in STEM and Renewable Energy.**
  
- **Seek alternative program/revenue streams for the Renewable Energy and STEM Center.**
  
- **Design/launch strategy for optimization of Workforce Innovation and Opportunity Act that includes:**
  - The Act
  - Regulations
  - Outcome measures
  - Long term implementation strategy.
  
- **Determine additional funding for the project.**
  - Work with the College leadership to identify and obtain additional capital, operating, endowment funding and both public and private corporate/foundation sponsorships.
  - There is a large number of federal and state grants available and we provide the list of open grants that appear to be a fit for the types of programs and priorities of the college. It contains the grant name, closing date, funding number. During our work with Lakeland college we provided a list with over 150 open grant opportunities. This information is provided for the college staff to determine their top priorities for the office of resource development to write the proposals.

- First Metrix scans foundations to determine available funding in areas matching the college priorities for the new building or the programs. Our team is available to provide strategy sessions with the college leadership with ideas to obtain additional capital, equipment, corporate and foundation sponsorships. If there are applications processes that our company can assist with or provide input we would be glad to do so.

## **Cost Management Scope of Work / Deliverables**

- **Total Cost & Value Management**
  - Continuously update Cost Models / Estimates commensurate with the level of detail provided at intervals throughout the design process, based upon program documents, site development plans and narratives, building floor plans, elevations, building sections, mechanical system plans and narratives and discussion with the design team about qualitative and life cycle intent.
  - Segregate Costs by Core & Shell and major Program elements to facilitate an understanding of the impact of programmatic reductions if they are necessary.
  - Compare the budget cost model to the budgeted funds for the project and if necessary, prepare an adjusted budget to align the program and design concept with available funds. This may include value engineering, selection of program alternatives such as deletion or phased deferment, and or costing of alternative studies if necessary.
  - Provide cost advice during the design period to evaluate alternative designs, materials and methods of construction, provide staging and site constraint analysis pertaining to the budget, and to monitor continuously the development of the design relative to the budget for construction.
  - Throughout the process, AECOM will maintain Variance Reports and a Budget Tracking Log.
- **Risk Monitoring**
  - Validate projected schedules, again by challenging assumptions and identifying potential uncertainties; apply specific value to these uncertainties where appropriate and strategize on mitigation where feasible.
  - Produce a "Contingency" sensitivity analysis that applies more refined levels of contingency to different aspects of the project. This allows for both a robust discussion of remaining (unmitigated) exposure but also a more focused analysis of contingency draw down.
  - Identification of likely impact of general inflation trends and specific Market indicators to assist project team in planning for, and managing potential volatility.
- **Design Milestone Estimate Updates**
  - 100% Concept/Sketch Phase
  - 50% Preliminary Design
  - Final Preliminary Design
  - 50% Construction Documentation
  - Final Documentation
  - At the culmination of each stage of design - if required, AECOM will reconcile our estimates with those produced by third parties.
- **Life Cycle Cost Analysis (LCCA)**
  - Support the production of LCCA Analysis' - provide capital cost data inputs to Studies produced by the team
- **Integration of Cost Model with BIM / REVIT Model**
  - We will work with the design team in order to create an integrated Cost and Design Management tool.

- Collaborate in the establishment of protocols, codification conventions, and modeling segregation that communicates with the demands of Cost Management.

**Definitions:**

**Occupational codes** - Are part of a classification system for identifying jobs, job titles and programs. All the technical and workforce programs in colleges are identified, for example by a CIP(classification of Instructional Program) code. A program is identified by a 6 digit code; a computer support specialist has a CIP code of 11.1006. The job titles/ codes can be found in the dictionary of occupational titles. The National Center for Education Statistics uses the CIP codes classify programs and count completers.

**Workforce Innovation and Opportunity Act, (WIOA)** – this act superseded the Workforce Investment Act,(WIA) 24 months ago. The WIA program from the Department of Labor has been in place for approximately 30-40 years. The new program provides funding for individuals to attend training or college if the training is packaged to meet all the WIOA requirements. The local workforce board will provide individual training accounts, (ITA's) to persons who qualify. Many colleges have not set up a strategy to ensure a fair share of local or federal dollars is received. The base line to determine the amount currently received is to look at the third party billing system. Most colleges can easily double or triple the amount of money being received by setting up programs and processes to capture a larger student base. This also allows the college to be better prepared to capture additional federal dollars when there is an RFP from the Department of Labor.

**End of Text for Exhibit D**



**EXHIBIT E**

**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Consultant shall prepare and present a claim form supplied by the College and approved for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Consultant of full payment of all billings made on the final approved voucher under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Limit of College's Obligations**

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

**Cost not to exceed \$99,000.00**

**End of Text for Exhibit E**

**EXHIBIT F**

**College's Request for Proposals**

The College's Request for Proposals ("RFP") No. R1600011, for Services in Connection with Design Services for a new Renewable Energy and STEM Center on the Michael J. Grant Campus, advertised June 23, 2016, together with all Addenda thereto, are attached hereto as Exhibit F.

**EXHIBIT F**

**Contract No. 20-CC-057**

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

**Request for Proposals (RFP)**

**for the**

**Design of the Renewable Energy and STEM Center  
At Suffolk County Community College**

**Technical Questions Due: July 20, 2016**

**Proposer's Conference: July 6, 2016**

**Proposals Due: July 28, 2016, no later than 1:00 p.m.**

For additional information, contact:

Seema Menon

Associate Administrative Director of Business Operations

Phone: 631-451-4141

Fax: 631-451-4404

E-mail: [menons@sunysuffolk.edu](mailto:menons@sunysuffolk.edu)

All Proposals must be signed in ink and accompanied by a signed transmittal letter,  
County Disclosure SCEX Form 22 and Bid Certification SCPD-7

**Late Proposals Will Be Rejected**

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**Table of Contents**

**Section I  
Administrative Information**

1. Purpose of RFP
2. Background Information
3. Coordinating Departments
4. Evaluation Committee
5. Administrative and Technical Questions
6. Proposer's Conference
7. Due Date for Proposals
8. Number of Copies
9. Proposal Format
10. Selection Process
11. Award Criteria
12. RFP Policies and Procedures

**Section II  
Award Criteria**

1. General Qualifications
2. Technical Approach
3. Cost Proposal

**Section III  
Scope of Services**

1. Project Scope
2. Scope of Work

**Section IV  
Model Agreement**

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

**Section V  
Suffolk County Request for Proposals (RFP)  
Legal Appendices/ Forms revised as of 10/22/02**

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

**Section I  
Administrative Information**

**1. Purpose of RFP**

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to design the new Renewable Energy, Science, Technology, Engineering and Mathematics (STEM) Center on the Michael J. Grant Campus.

**2. Background Information**

- a. The College is a non-resident, public, two-year College with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.
- b. The College annually enrolls approximately 27,000 students (head count).

**3. Coordinating Departments**

**a. Prior to Award of Contract**

The College's Office of Business and Financial Services (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Seema Menon, Associate Administrative Director of Business Operations  
Suffolk County Community College  
533 College Road, Rm. 16, NFL Building  
Selden, New York 11784-2899

Tel: (631) 451-4141

Fax: (631) 451-4404

E-mail: [menons@sunysuffolk.edu](mailto:menons@sunysuffolk.edu)

**b. After Award of Contract/Prior to Execution of Contract**

The College's Office of Legal Affairs will be responsible for coordinating with the Company regarding the negotiation and execution of the contract.

**c. After Execution of Contract**

The Office of Business and Financial Services and the Capital Projects Office are responsible for administration of Company's contract, including payments.

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**4. Evaluation Committee**

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to, College General Counsel, Michael J. Grant Campus Executive Dean, Executive Director of Facilities, Administrative Director of Facilities, Associate Dean for Curriculum Development, Associate Dean for Continuing Education and Associate Professor of Engineering Science and Electrical Technology.

**5. Administrative and Technical Questions**

- a. **Administrative Questions** and inquiries regarding this request should be submitted in writing to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable.
- b. **Technical Questions** and inquiries regarding this request must be submitted in writing on or before July 20, 2016, to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable. Companies are encouraged to submit questions prior to the Proposer's Conference, to enable full discussion at the Proposer's Conference. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP, following the Proposer's Conference.
- c. **Office of Business and Financial Services is Sole Contact during RFP Process**

All communications during the RFP process should be directed to the Office of Business and Financial Services or, as appropriate, the College's Legal Affairs Office. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

**6. Proposer's Conference**

A Proposer's Conference will be held on July 6, 2016 at 10:00 AM in:

Room 128  
William J. Lindsay Life Sciences Building  
Ammerman Campus  
533 College Road  
Selden, NY 11784

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

**7. Due Date for Proposals**

Proposals must be submitted to the attention of Ms. Beatriz Castano, at the address listed in paragraph 3 above by **July 28, 2016, no later than 1:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

**8. Number of Copies**

One hardcopy original and nine (9) copies of the Proposal are required, plus one copy on a CD or thumb drive using an MSWord or PDF format. Envelopes or boxes containing RFP responses must be clearly labeled with the title of the Request for Proposal. Failure to properly label the responses may be cause for disqualification. Do not submit proposals that are permanently/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

**9. Proposal Format**

Proposals must include the following information and submitted in order set forth below. Each section must be separated by tabs that are clearly labeled.

**a. Table of Contents**

**b. Transmittal Letter on Company Letterhead**

Signed by a corporate officer or an authorized agent of Company.

**c. General Qualifications**

**d. Technical Approach**

**e. Cost Proposal:**

i. The Cost Proposal must be submitted in the same package as other items requested by this RFP, but must be in a **separate sealed envelope** labeled "Cost Proposal."

ii. One original and nine (9) copies of the Cost Proposal are required, plus one copy on CD or thumb drive using MSWord, Excel, PDF or ASCII format. Do not submit cost proposals that are permanently bound.

**f. List (if applicable) of Subcontractors**

Identify all sub-consultants, subcontractors and design firms the Company plans to use and the function for which such sub consultants, subcontractors and design firms will be responsible. Provide qualifications, including prior relevant

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

experience, for all such entities anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification. Any changes to the sub consultants, subcontractors, and design firms identified in the proposal must be submitted in writing to the College for approval.

**g. Requested Changes to Model Agreement**

Company should identify any items not set forth in the Model Agreement (reference Section IV) which Company requests be negotiated. **A lack of comments will be considered full acceptance of the contract terms on the part of the Proposer.**

**h. County Disclosure SCEX Form 22**

Three originals, signed by a corporate officer or an authorized agent of Company and notarized, are required. SCEX Form 22 is included in the Section entitled "Legal Appendices/ County Forms."

**i. County Bid Certification Form SCPD-7**

One original, signed by a corporate officer or an authorized agent of the Company. Form SCPD-7 is included in the Section entitled "Legal Appendices/ County Forms."

**j. Living Wage Forms**

Signed by a corporate officer or an authorized agent of the company. Forms are included in the Section entitled "Living Wage Law." See that section for instructions.

**k. Certificate of Authorization**

If applicable, Company shall submit with its proposal a copy of its current Certificate of Authorization issued pursuant to § 7210 of the New York Education Law. Company shall also submit with its proposal the Certificate(s) of Authority of any sub consultant or subcontractor who shall perform any professional engineering services under this RFP. Failure to submit copies of Certificate(s) shall be grounds to reject any proposal and disqualify Company as not meeting the necessary minimum qualifications to perform the services required to be performed under this RFP.

**10. Selection Process**

The College will evaluate the submission through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College. The College will select the most



Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

qualified consultant based on submitted proposal and presentation, if requested.

**11. Award Criteria**

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

	Points
a. General Qualifications	40
b. Technical Approach	40
c. Cost Proposal	20
Total	100

**12. RFP Policies and Procedures**

- a. RFP documents are available for download from the Suffolk County Community College' website under the following link:

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals>

The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete "Bid-RFP Contractor Registration Form" included in the RFP documents and submit it to the contact person identified in Section I.

- b. It is the College's intent to select the company that provides the best solution for the College's needs.
- c. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- d. This RFP and Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies

- f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- g. The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the local preference and other Suffolk County local laws set forth in the Section entitled "Legal Appendices/ County Forms." The Company's knowledge of the Building Code of New York State and the local building permit and certificate of occupancy processes in Suffolk County will factor significantly in the award of a contract.
- h. The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when awarding contracts for consulting services. Bidders are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.
- i. The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be recommended by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- j. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- k. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

**End of text for Section I**

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**Section II**  
**Award Criteria**

Responses to the items set forth under each of the categories below will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award.

**1. General Qualifications:**

**a. General Information/Company History**

- i. Company Name, e-mail, main address and all branch office addresses.
- ii. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- iii. Year Company was founded and brief history.
- iv. Total number of employees and total number of licensed professionals. Include an organization chart as relevant.
- v. Location(s) from which services will be performed.
- vi. Annual fee income for the past three (3) years.
- vii. The general and specific design specialties/expertise and overall resources.

**b. Expertise of Company, including Qualifications and Experience of Personnel**

- i. Describe your Company's experience in providing services and products similar to those requested in this RFP, particularly any projects for governmental entities, colleges or universities specifically for the design of net zero energy buildings, STEM Centers and facilities with space programming and design features driven by academic programs focused on the study of renewable technologies. The experience of the design team as it relates to the mission of the Renewable Energy and STEM Center will factor in the College's evaluation of proposals.

References must be provided. Each reference description must contain the client name and address, a project description, photographs, location, project cost, completion date, company's role and contact name with title and telephone number. Each reference description must also identify whether the project was completed within budget and within the agreed upon design and construction timetables. The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

is current. The entire list of references should be clearly identified and separated in the proposal. An incomplete references section may result in disqualification.

- ii. Describe the qualifications and background of your staff, insofar as they relate to this project. Experience with sustainable technologies and their impacts on regional job creation, current and future trends in academic sustainability programs, and how specific courses of study impact building design and required flexibility is desired.
- iii. Provide the title and role of each team member, including principals. Provide a resume for each team member that includes the team member's technical expertise and experience on similar projects. Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College. It is highly recommended that a specific team member or sub-consultant be identified who is an expert in the Building Code of New York State and who has experience in the local permitting process with the authority having jurisdiction.
- iv. Any and all sub consultants, subcontractors or design firms to be employed must be identified in similar detail. Any changes to such sub-consultants, subcontractors or design firms identified in the proposal must be submitted in writing to the College for approval. The College reserves the right to deny payment for any services provided by any such entity not approved in writing by the College. It is highly recommended that a specific employee of a sub-consultant, subcontractor or design firm be identified who is an expert in the Building Code of New York State and who has experience in the local permitting process with the authority having jurisdiction.
- v. Provide a list of all contracts with the College or the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.
- vi. Include any brief supplemental information that may be relevant to your qualifications for the project. Such material may include descriptions of specialized equipment the company possesses (i.e. CADD, word processing systems, specialty design software, reference materials, drawing archival systems, etc.). Elaborate or superfluous material should not be presented and may count against the company in the evaluation.
- vii. Describe your Company's expertise as it relates to the Building Code of New York State and experience obtaining building permits and certificates of occupancy through the local authority having jurisdiction, the Suffolk County Department of Health Services and the Suffolk County Department

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

of Fire, Rescue and Emergency Services.

- viii. Describe your Company's expertise as it relates to LEED Certifications and Standards, Net Zero Energy Building certification, and principals of the Passive House Institute US (PHIUS).
- ix. Describe your Company's expertise and experience as it relates to construction administration on projects of similar scope.

**c. Quality Control**

- i. **Operational Plan:** Describe how Company ensures performance through adequate management, supervision, review and control.
- ii. **Record and Reporting Systems:** Describe Company's system for self-monitoring and to ensure maintenance of complete and accurate records.
- iii. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

**d. Financial Viability**

**i. Financial Statements**

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

**ii. Indebtedness to County and/or College, Liens and Litigation**

- (1) Submit a statement as to indebtedness, if any, to the County and/or College.
- (2) Submit a listing of all outstanding liens, if any, against Company.
- (3) Submit a summary of litigation, if any, against Company and its disposition.

**2. Technical Approach:**

Indicate your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific project scope of work, identifying any innovative or creative design approaches or strategies. Describe the level of continual two-way communication you will maintain with

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

faculty and College administrators during the various project phases. Discuss any specific or special qualifications for this project. Describe management techniques/approaches that will be utilized under this contract. Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

As part of your response to this RFP, Consultants are permitted to submit proposed renderings, floor plans, site plans and any other display materials for the Renewable Energy and STEM Center based on the descriptions provided within this RFP. Submission of these materials and any other ideas regarding this project are at the discretion of the proposer.

**3. Cost Proposal:**

- a. Cost proposals must be provided in a **separate sealed envelope**. Cost proposals must represent 'not to exceed' pricing. Lump sum cost proposals will be rejected. You must include a billable rate schedule in your proposal and invoices submitted must be based on the billable rates and the number of hours spent on the project.
- b. **Consultant** should provide all information it deems necessary to explain or clarify its Cost Proposal.
- c. **Payment Schedule**

The 'not to exceed' proposed fee will be apportioned among the various project phases as follows:

<u>Phase</u>	<u>Percentage</u>
Programming/Sketch Study	10%
Preliminary Design	15%
Contract Document	20%
Permitting/Final Approval	10%
Bid and Award	5%
Construction	25%
Commissioning	5%
Operations, Maintenance and Systems Manual	5%
Training	5%
	100% (base bid)

All payment submissions must be accompanied by supporting documentation that tabulates the actual costs incurred based on the actual hours spent on the project by each employee of the firm and the related billable rates for those employees together with all information and documentation required by the Suffolk County Comptroller's Rules and Regulations for Consultant's Agreements. Original payment submission and electronic copies that permit the College to verify the tabulations of hours and amounts must be provided. Compensation for each phase

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

will be based on the actual hours spend on that project phase up to the maximum 'not to exceed' allocation for that phase.

**End of text for Section II**

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**Section III**  
**Scope of Services**

**1. Project Scope**

**a. Projected Budget**

The total budget for design and construction is \$19,500,000.

**b. Time Frame**

The anticipated time frame for the project shall be as follows:

- Qualification and Proposal Packages Due: July 28, 2016
- Selection and Award of Consultant Contract: September 15, 2016
- Start of Consultant Services: October 2016
- Completion of Programming/Sketch Study Phase: March 2017
- Completion of Preliminary Design: June 2017
- Completion of Contract Document Phase: December 2017
- Completion of Permitting Phase: February 2018
- Bid and Award of Construction Contracts: April 2018
- Start of Construction: June 2018
- Completion of Construction: June 2019

**c. History**

The Renewable Energy and STEM Center was conceived as a showcase for the merits of renewable energy and sustainability. This will be a facility where the design, installation, repair and maintenance of renewable energy systems and the theories behind sustainability and energy efficiency can be taught, evaluated and compared. The development of academic programs and associated laboratory spaces for solar photovoltaics, wind power and geothermal formed the initial focus for space allocation within the proposed building. These areas as well as other renewable technologies, industry needs and evaluation opportunities have continued to evolve since the facility was first contemplated. In the end, space programming is intended to be very flexible in order to accommodate a wide array of programs and to not be limited to a select few technologies.

The importance of public/private partnerships also continue to evolve, as do efforts to support and assist domestic manufacturing with a focus on green technologies. The building can provide an opportunity to combine research from other colleges and universities with the College's expertise in training and workforce programs. Incubator space can also be provided for institutions and organizations that are developing new marketable technologies. As a community college, these



Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

partnerships and opportunities for our students are as important as creating a pipeline of students to feed four year institutions and the job market directly.

The building is also intended to serve as the operational hub of the College's growing energy management efforts, connecting digitally to buildings on all three campuses, and optimizing efficient use of all College resources. The building as a "living laboratory" for instruction is still a critical aspect of its intent and vision.

**d. Current Development**

The Renewable Energy and STEM Center is proposed as a 34,000 gsf facility to be located at the College's Michael J. Grant Campus in Brentwood. The site plan in Appendix A shows the proposed location for the building, adjacent to the College Workforce Development and Technology Center.

Academic program development for the new building has incorporated input from College faculty involved in both credit and non-credit offerings, mentor institutions that have successfully established sustainability programs and facilities, and local businesses involved in various aspects of sustainability and energy conservation. Again, it is important to note that program development continues to evolve and no offerings are set in stone.

Academic Input

A mixture of credit and non-credit offerings including certification programs is envisioned for the new building. While industries and technology can change rapidly and be quite dynamic, curriculum can and often does lag behind. The College sees the non-credit side of the equation as the greater opportunity for innovation, at least in the beginning. Continuing Education will also play a significant role as a career-change pipeline. After the first year or two of a program, courses may be redefined to integrate other STEM disciplines. The end goal is to deliver a flow of well-trained graduates with the requisite skills and certifications so that they can make an immediate impact and contribution in the sustainability market place.

Thus far, the College has developed several STEM and sustainability credit and certificate programs which would be taught in the new building as follows:

- Cybersecurity, AAS
- Engineering Science, AAS
- Solar Energy Technician, Certificate
- Energy Efficiency Technician, Certificate
- Building Efficiency and Sustainability Technician, Certificate
- Cybersecurity Assistant Technician, Certificate

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

Degree programs in Renewable Energy Systems, Green Building Maintenance and Management, Environmental Technology, and Engineering and Electrical Technology are also being considered as are certification programs for wind turbine and geothermal systems. Other program ideas include the organic waste to vehicle industry; environmental chemistry; sustainable building materials; and fuel cell technology. Again, the intent is to allow for nimble curriculum enhancements, implementation, and assessment of student interest. Upon program review, the College can initiate curricular process steps to offer non-credit programs as credit programs. More detailed program descriptions are provided in Appendix B.

#### Mentor Institutions

Lane Community College, located in Eugene, Oregon, has provided guidance and input as the College continues to develop its own sustainability programs. The Northwest Energy Education Institute at Lane provides programs similar to those being considered for our Renewable Energy and STEM Center. Presentations by Robert Ebbage, Director of the Northwest Energy Education Institute, that discuss both the Institute and the concept of buildings as living laboratories are provided in Appendix C.

#### Regional Business Input

In July 2015, the College hosted several local business representatives to participate in focus groups designed to gather input that could be used to develop academic programs to serve the growing and evolving regional sustainability job markets. The College prepared a report to summarize the findings from these focus groups. This report entitled "SEED Center Mentor Connect Program Site Visit Focus Group Report" is provided in Appendix D. The report identifies several needs including (1) resource protection and infrastructure upgrading, (2) legislative incentives that promote green industries and resource protection, (3) collaboration between higher education and industry that adapts continuously and quickly to provide curriculum that actually prepares students to enter sustainability fields, and (4) higher education awareness of the skills and credentials needed by sustainability workers.

Areas receiving increased attention also included (1) commissioning and implementation of building systems, (2) re-commissioning and verification of design performance, (3) metering and measurement (4) holistic building design with no single technology agenda, (5) robust internship programs, classroom participation from industry and field trips for students, and (6) programs for professionals to maintain their credentials.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

Summary

Adapting quickly to changes in renewable technologies and associated certification requirements, and providing flexibility in programs and the spaces that support them are overriding themes for the proposed Renewable Energy and STEM Center. Spaces also need to be able to accommodate product development and testing which will have the added benefit of encouraging entrepreneurial efforts both among our students and community partners. The Center will serve as a living laboratory for students, staff and the surrounding community. This includes the ability to monitor the performance of renewable energy systems in the Center and other College buildings in real time and to make accurate comparisons of system performance utilizing accurate data collection that is easily discernable.

**e. Project Vision and Requirements**

Based on the history, development and analysis of future trends, the overall vision and requirements for the proposed Renewable Energy and STEM Center are provided in this section. It is clear that the building must be designed such that academic spaces can be used to teach an array of programs. Therefore, the required approach will be the design of multipurpose laboratory spaces equipped with utilities and amenities such that a host of known and unknown courses can be taught. Laboratories should be located adjacent or in close proximity to large storage rooms that will be designed to house mobile benches equipped with the particular laboratory scale technologies to be taught. These benches will be moved from storage spaces into academic spaces, as needed. A specific academic space set-up could last a semester or a single day depending on the need and function. A set-up may involve a single bench scale renewable technology or multiple technologies for the purpose of comparative analysis. This will allow the building and academic spaces to "get specific" while remaining flexible as programs evolve. Laboratory utility connections must be located such that they are easily accessible and utilized for multiple set-ups and requirements including, but not limited to power, data, water, gas, compressed air, vacuum, and drainage. Storage spaces will also be used to house student projects.

This flexible and mobile approach must be designed to accommodate changes in technology, academic programs and users. The balance between academic and incubator space needs will change over time. Therefore spaces should be able to be used for both academic purposes and for product testing and prototyping of emerging technologies, doubling as both classrooms and private research space. Spaces should be capable of independent comparative analysis of green technologies whether conducted by our students, faculty, private users or a combination.

Further programming and guidelines for the building based on current needs and expectations follows. Again, trends in renewables and sustainability should be

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

carefully considered when designing the building. Flexibility should be incorporated into key spaces so that this building can change and incorporate new offerings as technologies continue to evolve.

- i. This is a legacy project for the College, focusing on renewables and sustainability. The design and layout should communicate this programming. While this new building should complement the existing buildings, it should also stand out and make a statement consistent with its vision.
- ii. The building must be designed as a "Net Zero Energy Building." Renewable energy produced by the building must be equal to or exceed the energy consumed by the building. Designs should utilize energy and water conservation throughout. Examples include, but are in no way limited to, daylight harvesting, green roofs, water storage cisterns, and radiant floor heating. Designs should make use of renewable energy systems that are used regionally and perform well. Examples include, but are in no way limited to, photovoltaics, solar thermal, wind turbines, geothermal systems and energy storage.
- iii. The building itself should act as a micro-grid such that energy use can be managed and studied. The College should be able to dictate where (i.e. what systems) energy comes from and when. This model should be expandable to other College buildings and will be the basis for additional academic programs.
- iv. Metering and sub-metering is to be used extensively in the building design. Individual building systems, system components and spaces should be equipped with enough metering and measurement ability to track usage of energy and water in real time and to utilize this data to effectively compare the performances of systems and spaces to each other as they relate to energy conservation, production and efficiency. Sub-metering must produce accurate, real data that is easily displayed, analyzed, compared and trended. These monitoring systems and associated software must be compatible with the College IT standards and all dashboard technology associated with the building. The metering analytics must provide a simple way to benchmark spaces, systems and buildings against one another.
- v. Dashboards that display and allow analysis of sub-metering data must be integrated into the building spaces. User friendly software that can be incorporated into curriculum and utilized by Plant Operations staff is vital. Dashboards must provide real-time feedback on building-level interval data for use by faculty and to empower College staff to identify performance anomalies and system malfunctions. The same software should be used in the Control Center and on any College networked terminal that requires access to the data.

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

- vi. As students and faculty enter the building they should be met with a well-designed lobby or greeting area with a lounge that demonstrates the nature of the facility.
- vii. The College has identified several spaces to include in the building programming which are identified here. The diversity of activities planned for and possible in the Renewable Energy and STEM Center will require architectural flexibility to respond to a wide range of programmatic goals, learning styles and needs, resources, and technologies that will evolve over time. Consideration should be given to such features as movable furniture and modular wall systems. Electrical service, communication and computer networking needs to be flexible, robust and present throughout the facility
- Cybersecurity and Networking Laboratories – Two spaces equipped with 24 computer stations each and associated smart multimedia whiteboards for the Cybersecurity programs. Between the two laboratories, one networking hardware laboratory for the storage of cybersecurity equipment is to be located. A glass enclosure is recommended so that this networking lab can be easily observed by students in the surrounding cybersecurity labs.
  - Maker-Fabrication Laboratories – Two laboratories are envisioned, one for students and one for community partners. Planned occupancy is for 24 students per lab. Both are to be entrepreneurial in nature. These laboratories must be designed to accommodate a wide range of activities, tools and materials. Diversity and cross-pollination of activities are critical to the design-making and exploration process, and they are what set makerspaces and STEM labs apart from single-use spaces. A possible range of activities might include 3D printing and scanning; laser cutting; 3D design; cardboard construction; prototyping; wood working; milling and routing; electronics; soldering, robotics; and digital fabrication.
  - Modern Biology Laboratory – One space equipped with 24 student stations and an additional prep room space.
  - Symposium – This is a signature “heart” space to be “owned by students and faculty” and will use and display products from student projects, entrepreneurial efforts and research involving real world STEM projects and activities. It should be an integrated and communal area that can be used for competitions and to promote collaboration. Planned occupancy is for 200 people. Multiple folding partitions must be included so that the space can be subdivided and reconfigured as needed. As such, furniture and media use should be flexible.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

- Multi-purpose (active learning) Classrooms – Two spaces separated by a molding partition such that open combined space can be utilized. Planned occupancy for each space is 48 students.
  - Multi-purpose (project based) Classroom – One space with planned occupancy for 48 students.
  - Computer Laboratory – One space with planned occupancy for 48 students.
  - Control Center – One space that shall serve as the operational hub of the College’s growing energy management efforts, connecting digitally to buildings on all three campuses, and optimizing efficient use of all College resources. Utilizing the existing built environment as a “living laboratory” for instruction should provide a real-world learning opportunity for students and have the added benefit of long term financial savings and enhanced institutional sustainability.
  - It is estimated that office space will be needed for 6 individuals. In addition, two conference/seminar rooms should be included with a capacity of 15 to 20 people each.
- viii. The building must serve as a living laboratory where students become advocates of their own education. With access to building systems and monitoring technology, students, faculty and other partners will use real-world data to evaluate and compare, without bias, various renewable energy sources and energy saving initiatives, as well as the feasibility of implementation and maintenance. Students will use data from and observations of the building to describe and understand the way the world works and to solve problems. The living laboratory model should keep curriculum relevant, utilize building resources efficiently and foster partnerships with industry and other academic institutions. It should also empower sustainable investment decisions for the Long Island region.
- ix. Teaching, student and faculty spaces should have a proximity that promotes a visual connection and integration. The building should balance wider circulation spaces that create a casual faculty-student-partner interaction with informal nooks and private student study spaces that foster productive gatherings. A variety of seating areas throughout the building should provide comfortable, safe, well-lit spaces that encourage choice whether studying, lounging, or gathering. An effective mixture of individual and group working spaces is important. The ability for students to collaborate across disciplines is equally significant. A multitude of writing surfaces should be provided throughout. Areas for students to meet outside the

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

classroom to study, share a meal and remain on campus beyond class time should be incorporated. Spaces should have a connection to nature and the outdoors to promote engagement with the environment and sustainability. Students should be able to move through the building with ease.

- x. The landscape surrounding the building will also be used as a living laboratory. Landscape design should incorporate resource conservation including storm water mitigation and reuse, and efforts to reduce the carbon footprint of the campus wherever possible. Incorporation of any pedestrian pathways should be green and sustainable. Utilization and treatment of storm water and gray water with constructed wetlands both within and outside the building should be considered.
- xi. Parking facilities associated with the new building, whether existing or new, should incorporate renewable energy systems, such as vehicle charging stations and solar lighting. Use of solar car ports can be considered.
- xii. Space allocations must meet or exceed SUNY guidelines.
- xiii. The design must meet the most current Americans with Disabilities Act (ADA) requirements. ADA parking adjacent to the facility should be provided.
- xiv. The building design shall be capable of obtaining LEED platinum status. Third party LEED certification will be sought for this project. In addition to LEED certification, the College will seek Net Zero Energy Building certification. Building design should also incorporate principals of the Passive House Institute US (PHIUS). Aspects for the Living Building Challenge should also be incorporated.
- xv. Sufficient storage spaces and receiving areas must be provided and should be based on the design space allocations and uses. Sufficient space for building services including maintenance room(s) and custodial room(s) should be included. The location of these areas should focus on operational efficiency. If required, proper space and control areas for management of hazardous and flammable materials and wastes must be incorporated into the building.
- xvi. The building heating, ventilation and air conditioning (HVAC) systems are critical. These systems should be accessible to students and will be incorporated into several curriculum. Roof top package units and roof top ductwork will NOT be permitted. In addition, air handlers and/or fan coils should NOT be located above suspended ceilings, particularly units with cooling coils and condensate pans. Particular attention should be paid to noise abatement as many spaces in the building require a quiet environment. Multiple direct expansion condensing units will also NOT be permitted

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

except for small ductless split systems for information technology closets if required and VRF systems elsewhere. Year round cooling for computer rooms must be provided independent of the main chiller. Any variable frequency drives (VFDs) must have an external bypass. Any mechanical equipment must be located so that every component that requires service or replacement is readily accessible. Dedicated mechanical equipment rooms must be provided and include storage closets of sufficient size to hold ladders, spare filters, etc. The number of air handlers should be minimized and located in mechanical rooms. High efficiency options should be evaluated, such as heat recovery through heat pipes or heat recovery wheels, in slab radiant heating, a central water cooled chiller with the cooling tower located on the roof, condensing boilers, condensing domestic water heaters, variable refrigerant flow systems (VRF) with or without heat recovery, combined heat and power (CHP) which might include absorption air conditioning, dedicated outdoor air systems (DOAS) with energy recovery wheels, and heat recovery ventilators. An ice storage system should also be evaluated.

- xvii. Low flow hands free faucets and low flow flushometers are to be incorporated in all restrooms, at a minimum.
- xviii. The design must include a public address system for emergency announcements powerful enough to reach any occupant anywhere in the building. The system must be capable of being remote-controlled by the appropriate security personnel. Additional security systems must include appropriate video surveillance and swipe card access. All security systems must be compatible with the College's current security infrastructure. Electronic signage in key areas must also be included.
- xix. College standards for information technology, including wired and wireless applications, must be followed. Appropriate information technology (IT) infrastructure must be provided throughout the building. IT will support the space programming described in this document including spaces such as classrooms, wired computer labs and learning spaces, and general wireless connections. Computer and internet access, including the number of data ports, the quality of the telecommunications system, and the quality of public access workstations, must be evaluated and incorporated effectively into the design of the building. The IT infrastructure must be compatible with the College's existing network architecture. The design of the overall technology and communications structure must anticipate technology changes and anticipate how such changes can be incorporated into the structure and the furnishings. Dedicated telecommunications room(s) must be included in the design.
- xx. Appropriate spaces should include state-of-the-art media and multimedia capabilities that will accommodate a wide variety of media and multimedia



**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

formats. Devices in these systems should be controlled by an easy-to-use interface. Ample electrical outlets and data ports should be provided throughout public and work spaces. Locations should avoid tripping hazards.

- xxi.** Designs should incorporate the effective use of quality natural lighting especially as it relates to both the sustainable nature of the building and the resulting views and glare control. Artificial lighting systems should address specific lighting needs and reduce eye strain in all areas. Zone size, fixture density, lighting quality, degree of user control and long-term maintenance should all be considered.
- xxii.** Furnishings should be comfortable, durable, ergonomically sound and adaptable/flexible, creating a relaxing, inviting image. Furnishings should be conducive to student use including private study, group study, lounge study, laptop use, and food and beverage consumption.
- xxiii.** White boards, where needed, must be standard throughout the building. Chalk boards are not acceptable.
- xxiv.** The way finding and signage program for the facility must be clear and useful to help students successfully navigate their way through the facility. Appropriate use of color, furniture, signage and directions to help define specific spaces and the associated activities should be evaluated. Exterior signage should also be included.
- xxv.** A loading dock must be included for moving materials, supplies and equipment in and out of the facility.

## **2. Scope of Work**

Consultant shall provide services to the College for the following project phases:

- Programming/Sketch Study
- Preliminary Design
- Contract Documents
- Permitting
- Final Approval
- Bid and Award
- Construction
- Commissioning
- Operations, Maintenance and Systems Manual
- Training

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

The end of each phase shall be approved by the College. Throughout the project Consultant shall provide, at a minimum, bi-weekly updates of progress which can be in the form of emails, faxes, mailings or meetings. Any delays that have the potential to affect the project schedule shall be brought to the College's attention immediately.

**a. Programming/Sketch Study Phase**

**i. Project Specific Requirements**

Consultant shall perform the following services:

Beyond the standard requirements associated with the design of a new facility, assistance with initial program selection is also required.

- (1) Assist the College in identifying initial and future renewable energy academic programs that can create a pipeline of well-trained students who can transition to programs offered at 4-year institutions or move directly into the regional job market. A design team member with experience in renewables and academics will serve a vital role in this aspect of the building design. Provide an analysis of the regional job market that helps identify trends which in turn will help create a mixture of initial program offerings and a projection of future needs.
- (2) Assist the College in identifying what credentials or certifications are currently required by regional employers involved in renewables, energy curtailment, resource conservation, pollution abatement and any other disciplines related to the mission of the Renewable Energy and STEM Center. Regulatory licenses and certifications required by EPA, NYSDEC and local municipalities should also be evaluated.
- (3) Assist the College in further identifying the role community colleges can play in the growing sustainability marketplace.
- (4) Assist the College in identifying any grant opportunities or other sources that can provide further funding for this project. Assist the College with any technical information necessary to pursue additional funding sources.
- (5) Identify and lead any additional focus groups that can further our understanding of regional needs related to the mission of the Renewable Energy and STEM Center.
- (6) Conduct design charrettes leading to an integrated design approach where information and ideas are exchanged. Analyze design

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

strategies and explore alternatives. This process should include floor plan analysis with a focus on flexibility. Demonstrate to the College how specific programs or course can be set-up, taught and broken down in specific spaces.

- (7) Prepare conceptual drawings with alternate layouts. Work with the College to determine the best options for this project.

ii. **Standard Requirements**

Upon receipt of written authorization from the College, Consultant shall perform the following services:

- (1) Meet frequently with College Administrative personnel to review project scope, develop alternatives, and prepare cost estimates, sketches of proposed schemes, and construction schedules.
- (2) Provide a preliminary building code analysis for review by the College and relevant code officials as warranted.
- (3) The Consultant shall analyze and describe the availability, age, capacity and code compliance of existing utilities and services, including but not limited to gas, water, electric and sewer.
- (4) Submit to the College for review and comment four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, building code analysis, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. Consultant shall make changes requested by the College and submit four sets for final approval.

b. **Preliminary Design Stage**

Upon approval of the Programming/Sketch Study Phase report, Consultant will be given authorization to proceed with the Preliminary Design Phase which shall include the following services:

- i. Prepare preliminary contract documents for the project.
  - (1) All contract documents must reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.

- (2) Drawings shall consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.
  - (3) Drawings shall be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2010 (or later) from Autodesk.
  - (4) Along with the drawings, Consultant shall prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications shall be prepared in Construction Specification Institute (CSI) format.
  - (5) All drawings, tracings and specifications prepared by Consultant shall become the property of the College upon their approval and acceptance in writing by the College or upon termination of Consultant's services. The College may elect to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project. Consultant shall retain the copyright on such documents.
- ii. Prepare a detailed preliminary cost estimate.
- (1) The cost estimate shall be prepared in sufficient detail to insure that the project scope is in compliance with the project budget. The cost estimate shall include recommended contingencies.
  - (2) The estimate shall offer alternatives and cost comparisons. A revised construction schedule shall also be prepared.
- iii. Provide samples of proposed materials, furnishings, fixtures, color schemes, treatments and other significant design elements such that the College can make informed choices. College staff will need to experiment with proposed furnishings to test comfort, flexibility, durability and overall use.

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

- iv. Provide a more detailed code analysis that reflects the increased detail of the design to date for review by the College and relevant code officials as warranted.
- v. Submit to the College for approval two sets of the preliminary drawings, outline specifications, building code analysis, cost estimates and construction schedules. The College shall review the submission, indicating required changes or revisions.

**c. Contract Document Stage**

Upon approval of the College of the Preliminary Design submission, Consultant will be given authorization to proceed with the Contract Document Preparation Phase which shall include the following services:

- i. Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.
  - (1) The drawings shall be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.
  - (2) Complete code compliance drawings must follow the preferred format of the local authority having jurisdiction and illustrate how construction documents meet relevant code requirements in a clear and concise manner.
  - (3) Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.
  - (4) Drawings shall be prepared on 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2010 (or later). Drawings shall be in a format which can be posted on the College's website or provided by the Consultant to bidders directly.
  - (5) Detailed technical specifications shall be written in CSI format.
    - (1) Specifications shall be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.
    - (2) Specifications shall be merged with the College Project Manual.
- ii. Make several drawing and specification submissions to the College, as

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

required by the College.

- (1) The College shall review the submissions advising Consultant of required changes and revisions.
- (2) Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.
- (3) The design shall be adjusted to ensure that project cost remains within the project budget.
- (4) Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.
- (5) Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, Consultant shall submit to the College one (1) set of drawings, (1) set of half-size bound drawings on minimum 24-lb bond paper, one (1) copy of bound specifications, and one copy of all on CD.

iii. Obtain final approval from the College for all furnishings, fixtures, color schemes, treatments and other significant design elements.

iv. Provide revised costs estimates with recommended contingencies that reflect the more detailed construction documents.

**d. Permitting**

Consultant is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

cannot proceed to the Bidding stage until all applicable approvals are obtained. Consultant is solely responsible for determining which permits and approvals must be obtained given the nature of the project.

- i. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies or College offices. Consultant is encouraged to communicate with the various regulatory agencies throughout the project to avoid substantial design changes at this stage.
- ii. At a minimum, the following permits and approvals must be obtained, if applicable, by Consultant, unless otherwise directed by the College or the applicable regulatory agency:

- (1) Building Permits for all building renovations and new construction from the local authority or College office having jurisdiction, as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. It is Consultant's responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

Consultants must complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission. All code compliance drawings must follow the preferred format of the local authority having jurisdiction.

In addition, construction projects that exceed \$1,000,000 must comply with Local County Resolution No. 126-2006, "Implementing Leadership in Energy and Environment Design (LEED) Program for Future County Construction Projects". The SCDPW is the agency that enforces the LEED standards. It is the consultant's responsibility to determine the applicability of this legislation given the nature of the construction.

- (2) Any and all applicable Suffolk County Department of Health Services (SCDHS) approvals. These include, but are not limited to, sanitary system connections, sewage treatment systems, domestic water systems and connections, underground and above ground storage tanks and food services.
- (3) Any and all required Suffolk County Water Authority approvals, including but not limited to Reduced Pressure Zone (RPZ) installations.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

- (4) Any and all required Long Island Power Authority (LIPA) approvals, including but not limited to power supply and connections.
  - (5) Any and all required National Grid approvals, including but not limited to gas supply and connections.
  - (6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.
  - (7) Any and all applicable Environmental Protection Agency (EPA) approvals.
  - (8) Any and all required Pine Barrens Commission approvals.
  - (9) Any and all other local, State or Federal approvals, as may be required.
- iii. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by Consultant at no additional charge to the College.
- iv. Any changes or modifications to the contract documents, scope of work or nature of the project required as a result of the various permitting processes shall be documented and summarized by Consultant and presented to the College for review and approval before these changes are made and submitted to the various regulatory agencies. The College reserves the right to request alternate or additional changes to the contract documents if the regulatory review process adversely affects its intended purpose or scope. All these changes shall be made by the Consultant at no additional cost to the College.
- v. Once obtained, all permits and approvals required must be submitted to the College by the Consultant. Consultant shall also submit a letter to the College certifying that all required permits and approvals for the project have been obtained and that there is no regulatory reason not to proceed with the project.



Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**e. Final Approval**

After all applicable permits and approvals are submitted to the College, Consultant shall make a final submission of contract documents to the College.

- i. Consultant shall submit the following upon acceptance by the College of the final submission:
  - (1) Two (2) sets of full size drawings;
  - (2) One electronic copy of all drawing files in CADD form stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a format which can be posted on the College's website;
  - (3) Two (2) half-size bound drawing sets on minimum 24-lb bond paper;
  - (4) One (1) set of loose (unbound) specifications suitable for reproduction, along with one (1) bound copy;
  - (5) One electronic copy of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications shall be in a format which can be posted on the College's website;
  - (6) Four (4) sets of final cost estimates and one electronic copy;
  - (7) Four (4) copies of a construction schedule and one electronic copy; and
  - (8) Completed electronic copy of the College Project Manual.
  - (9) One printed copy and one electronic copy of all presentation materials (i.e. floor plans, renderings, etc.) accumulated throughout the design process in chronological order.
  - (10) Provide two (2) sets of finish boards.

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

**f. Bid and Award Phase**

During the Bid and Award phase, Consultant shall perform the following services:

- i. Provide drawings, specifications, wage rate schedules and project manuals to the College.
- ii. Attend pre-bid meetings to describe and discuss the project with perspective Bidders and gather any questions or issues raised by prospective Bidders. Consultant is required to provide all responses or changes to the bid documents in writing to the College's Procurement Office who will be responsible for the issuance of all addenda.
- iii. Provide an updated cost estimate, as appropriate, which reflects changes, modifications and clarifications to contract documents detailed in addenda issued during the Bid and Award Phase.
- iv. Assist the College in review of bid responses for conformance with bid requirements. In addition, Consultant shall review the apparent low bidder's bid breakdown and submit an analysis to the College.
  - (1) If the College receives bids that, when considered along with the recommended contingencies, exceed the final cost estimate and/or project budget, Consultant shall revise the bid documents to bring the work within the project budget, and allow re-bidding of the entire project or certain components of the prime contracts. Consultant shall not receive additional compensation for the services associated with re-bidding.
  - (2) Upon receipt of acceptable bids, Consultant shall review the qualifications of the lowest responsible bidder(s), including checking the various references provided in the bid, and make recommendations for award in written form.
- v. Attend pre-award meetings with the apparent low bidder(s).

**g. Construction Stage**

During the Construction Phase, Consultant shall do the following:

- i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction/installation in progress. The purpose of the visits is to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents.
- ii. Manage and/or perform all necessary inspections and testing required by

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

the applicable codes and regulatory agencies. This includes special inspections listed in the construction drawings, all building permit inspections and any inspections required by the agencies listed in Section 2(c)(ii) and Section 2(d)(ii) of this RFP. Identify non-compliant conditions and recommend immediate corrective actions. Certify, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College. Maintain accurate records of all tests and approvals throughout the project, whether performed by the Consultant, contractor or a third party inspection/testing service, as required by the contract documents and the building permit conditions for eventual submission to the local authority having jurisdiction for a certificate of occupancy.

- iii. Administer weekly progress meetings during which Consultant shall take minutes, distributing the minutes to prime contractors and College administrative personnel.
- iv. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews. Review of these submittals shall be performed within fourteen (14) days of initial receipt of the submittal. Provide the College with one hard copy and one electronic copy of all approved shop drawings.
- v. Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.
- vi. Review and approve periodic payment requests.
- vii. Review change orders and provide the College an analysis and recommendation for acceptance, modification or rejection of each change order.
- viii. Witness performance tests of all installed equipment and systems.
- ix. Assist the contractors and the independent commissioning agent in startup, testing and commissioning of primary systems and equipment.
- x. At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to insure that all work has been completed, and that all systems are operational.
- xi. Make recommendations to the College that the contractors have completed all required contract work.
- xii. Assemble written guaranties and warranties from the contractors and

Request for Proposal - R1600011  
Advertised June 23, 2016

Suffolk County Community College  
Design of the Renewable Energy and STEM Center

submit to the College.

- xiii. Review and approve of contractor's operations and maintenance manuals.
- xiv. Review and approve of the "as-built" drawings prepared by the contractors. If requested, Consultant shall provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.
- xv. Review and approve of final payments to the contractors.
- xvi. Provide written certification that the work is in accordance with the Building Code of New York State and provide any other written certifications as required by the various regulatory agencies.
- xvii. Provide a complete set of as-built drawings for the project in the following formats:
  - (1) Two (2) sets of full size drawings;
  - (2) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CADD format.
  - (3) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawings shall be in a PDF format.
- xviii. Obtain a Certificate of Occupancy at the completion of the project from the local authority having jurisdiction. The College shall receive complete copies of any submissions made in order to obtain a Certificate of Occupancy. Please note that the SCDHS requires stamped and sealed as-built drawings of water, sewer and drainage systems for approval. A Certificate of Occupancy will not be issued without SCDHS approval. Therefore, these as-built drawings and related documentation must be submitted to the SCDHS as soon as the related construction work is complete and not at the end of the project in order to avoid occupancy delays.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

**h. Commissioning**

In the event that an independent commissioning agent is not retained for this project, the commissioning services listed below shall be provided by the Consultant as part of this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor). In addition, if the Long Island Power Authority (LIPA), as managed by PSE&G, identifies this project as eligible for commissioning reimbursement, the Consultant shall solicit three proposals from the LIPA list of approved independent commissioning agents on behalf of the College and make a recommendation to select an independent commissioning agent to be funded by the College under a separate contract. If an independent commissioning agent is retained, the Consultant will work with this agent on the items identified below with the exception of item (iii) and (x), which are the responsibility of the Consultant.

- i. Develop specific Commissioning Plans and Specifications.
- ii. Develop acceptance procedures.
- iii. Develop training requirements and provide system training.
- iv. Develop an Operations, Maintenance and Systems Manual.
- v. Develop a schedule of construction and acceptance phase commissioning activities.
- vi. Perform on site observations during construction.
- vii. Supervise the acceptance tests, including verification and performance tests.
- viii. Prepare and submit a commissioning report.
- ix. Organize As-Built records.
- x. Provide follow up for quality performance during the guarantee period.

**i. Operations, Maintenance and Systems Manual**

The Consultant shall produce an Operations, Maintenance and Systems Manual for the mechanical/electrical systems installed.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

The Operations, Maintenance and Systems Manual shall include, but not be limited to, the following:

- i. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.
- ii. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.
- iii. Wiring and control diagrams.
- iv. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.
- v. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.
- vi. Maintenance and overhaul instructions including lubrication schedules.
- vii. Complete annual maintenance schedule.
- viii. A list of recommended operational record keeping procedures, including sample forms and trend logs, and a rationale for each.
- ix. Parts lists, including source of supply and recommended spare parts.
- x. Name, address and 24 hour telephone number of each subcontractor who installed equipment, and local representative for each piece of equipment.
- xi. Installation instructions.
- xii. Corrected shop drawings.
- xiii. Product information, including performance curves, rating data, features, options etc., on all installed equipment.
- xiv. Copies of warranties.
- xv. As built documents.
- xvi. Control schematics and computer graphics.
- xvii. Complete terminal interface procedures and capabilities for DDC system.

**Request for Proposal - R1600011  
Advertised June 23, 2016**

**Suffolk County Community College  
Design of the Renewable Energy and STEM Center**

xviii. Initial and final design intent documents.

**j. Training**

Training for College Operations and Maintenance staff shall be provided as part of this contract. While training on specific pieces of equipment will be provided by the installing contractor, system training shall be provided by the Consultant.

Training shall include but not be limited to the following topics:

- i. Theory of operation including basic concepts, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.
- ii. Use of control systems including sequence of operations, problem indicators, diagnostics, corrective actions.
- iii. Use of reports and logs.
- iv. Use of the Operation, Maintenance and Systems Manual.
- v. Design Intent.
- vi. System operational procedures for all modes of operation.
- vii. Specialized manufacturer's training programs.

The training program should include classroom activities and on site building system familiarization. Some formalized training may take place in manufacturer's facilities or other technical training centers.

**End of text for Section III**



July 11, 2016

**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**Attention to Proposers:**

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this six (6) page cover letter, and six (6) pages with attachments as identified below. This Addendum provides the following information:

- Responses to questions raised by prospective proposers during the pre-proposal conference held at the College on July 6, 2016.
- One (1) page which provides the Site Plan. The Site Plan has also been provided as a standalone document as Attachment 1 to Addendum #1
- The five (5) sign-in sheets reflecting the names and contact information of firms that attended the pre-proposal conference.

---

**Q1:** Is there a site plan drawing, to scale, available either in PDF or CADD format that can be sent to proposers at this time for our use?

**A1:** The site is adjacent to the Workforce Development and Technology Center (WDTC), as the program offered at the WDTC ties in nicely to the programs anticipated at the Renewable Energy and STEM Center. A site plan of the campus is attached to this addendum.

---

**Q2:** How will this program expand the 2014 concept, or how will it replace the 2014 concept?

**A2:** The 2014 concept was a promotional video and was prepared internally. The program described in this RFP is the basis of the project, not the 2014 concept.

---





**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**Q3:** The Total Project Budget is \$19.5 Million. Please provide a budget breakdown, i.e., hard-cost building construction, Site work, Equipment, Furniture & furnishings, and any other soft cost break-downs that make up this budget?

**A3:** The total cost breakdown is based on County required phases for capital projects consisting of Design, Construction, and Fixed Furniture and Equipment (FF&E). The breakdown is as follows:

Design - \$900,000  
Construction - \$17,900,000  
FF&E - \$700,000

---

**Q4:** Will there be a short-listing of firms from those that submit a proposal?

**A4:** The College anticipates short-listing and scheduling oral presentations with the short-listed firms.

---

**Q5:** Will there be requirements for LEED Certification, Passive House Institute US (PHIUS) and other certifications? If yes, should the associated fees be separate from the overall proposed fees, or should it be included in the fees? Also, are you looking for a full living building challenge certification?

**A5:** The College is looking to get LEED Certification at the platinum status and Net Zero Energy Building certification. The College wants to incorporate principals from the Passive House Institute and the Living Building Challenge but is not seeking certification from either organization. The fees associated with all the certifications should be included in the overall proposed fees.

---

**Q6:** Will the College be the permitting office or will it be the County? Is A&E team responsible for permit fees?

**A6:** The College anticipates that it will be the permitting office by the time this project moves forward. The A&E team will not be responsible for permit fees.

---



**ADDENDUM NO. 1**

**REQUEST FOR PROPOSAL NO. R1600011**

**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

- Q7:** RFP states that the bid documents should be done in CADD. Can this project be submitted using BIM (building information modeling) such as REVIT in lieu of the CADD software called for in the RFP?
- A7:** Yes, provided all drawings and files can be converted from Revit to CADD, if needed.
- 
- Q8:** What extent of the design services is required to be performed by M/W/LBE firms? Can the College provide additional clarification re: required MBE/WBE participation?
- A8:** To the best of our knowledge there are no MBE/WBE requirements for consulting services on capital projects. This is a capital project funded 50% by the County and 50% by the State.
- 
- Q9:** Does the proposal include borings and surveys and associated fees? The RFP indicates that the College would pay for these services.
- A9:** Yes, the proposer should include those services as part of their proposal. The College does not have this information to provide to the selected Consultant. In the past Architecture and Engineering (A&E) firms have subcontracted out these services, and the College has paid the costs for these services as a reimbursable expense. Proposals should indicate whether or not these services are included in the consultant's fee or if they will be charged as a reimbursable expense in addition to the consultant's fee. If the proposer has a good idea of the value of services to be treated as reimburseables, these services should be itemized with estimated costs assigned.
- 
- Q10:** Will the College be flexible with slightly higher proposed fees if specialty Consultants are included, such as the academic consultants?
- A10:** Consultants should include a fair and reasonable fee based on the effort required in the RFP. Proposed fee must include the academic consultant. The College understands that this project has different requirements from previous projects which could impact fees.
-



**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**Q11:** How much of an in-depth analyses is required for the academic programming?

**A11:** Consultants are encouraged to assign this work to an individual who has strong relevant experience in this area. Consultants must address the requirements of the RFP as they relate to academic programming.

---

**Q12:** Has the project been funded? Does the project include site work?

**A12:** Yes, the project is funded. Yes, the project includes site work.

---

**Q13:** What are the expectations for fees, and how will it be compared during evaluation, i.e., will it be compared to fees from other projects that didn't have the educational component? The RFP indicates billable hourly rates and a Not-To-Exceed (NTE) amount. What is the difference and/or how would they be applied in paying the selected Consultant? Furthermore, the additional services section in the Model Agreement references applying 2.5 multiplier to hourly rates, while the cost proposal asks for billable rates. Is the idea to use or not use the multiplier?

**A13:** The fees will be compared with those proposed by other firms for this project. As this is a completely different project, the fees cannot be compared to those of prior projects. The project fee is a NTE fee. Payments will be processed based on the actual time spent on each phase multiplied by the appropriate billable rates, up to the NTE amount allocated to the respective phase. The College will not be seeking to normalize one firm's rate with another by applying a multiplier. The language regarding the multiplier included in Section IV – Model Agreement is generic language for additional services only. Proposers are requested to identify any exceptions they have with the Model Agreement. As stated in the RFP documents, a lack of comments will be considered as full acceptance of the terms of the Agreement.

---

**Q14:** Are there any lessons learned from prior projects that would be applicable to this project?

**A14:** In prior projects, there were targets established, but this project has several unknowns. The College is open to information and suggestions on developments in the construction industry. The College is always concerned with subsurface conditions. In addition, concrete slab moisture content has been a recent issue when it comes to flooring.

---



**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**Q15:** Can you explain how the Local Preference Law will be applied?

**A15:** The Local Preference Law is the County's Law and the College is required to adhere to this Law.

---

**Q16:** What year was the Master Plan established?

**A16:** The Master Plan was established in 2001.

---

**Q17:** What is the total site development SF area for this project?

**A17:** The limits of site development associated with this project are not specifically defined and will be developed with the contracted consultant.

---

**Q18:** Is Commissioning included in the project and fees? Is there variability in how much can be done?

**A18:** The College is researching the information pertaining to this question, and will provide a detailed response under a separate Addendum.

---

**Q19:** Will there be any improvements to infrastructure?

**A19:** The College is researching the information pertaining to this question, and will provide a detailed response under a separate Addendum.

---



**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

The proposal due date and time of July 28, 2016 no later than 1:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

*Beatriz Castano*

Beatriz Castano  
Administrative Director of Business Operations

Acknowledged and Subscribed to:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By (Sign in ink)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

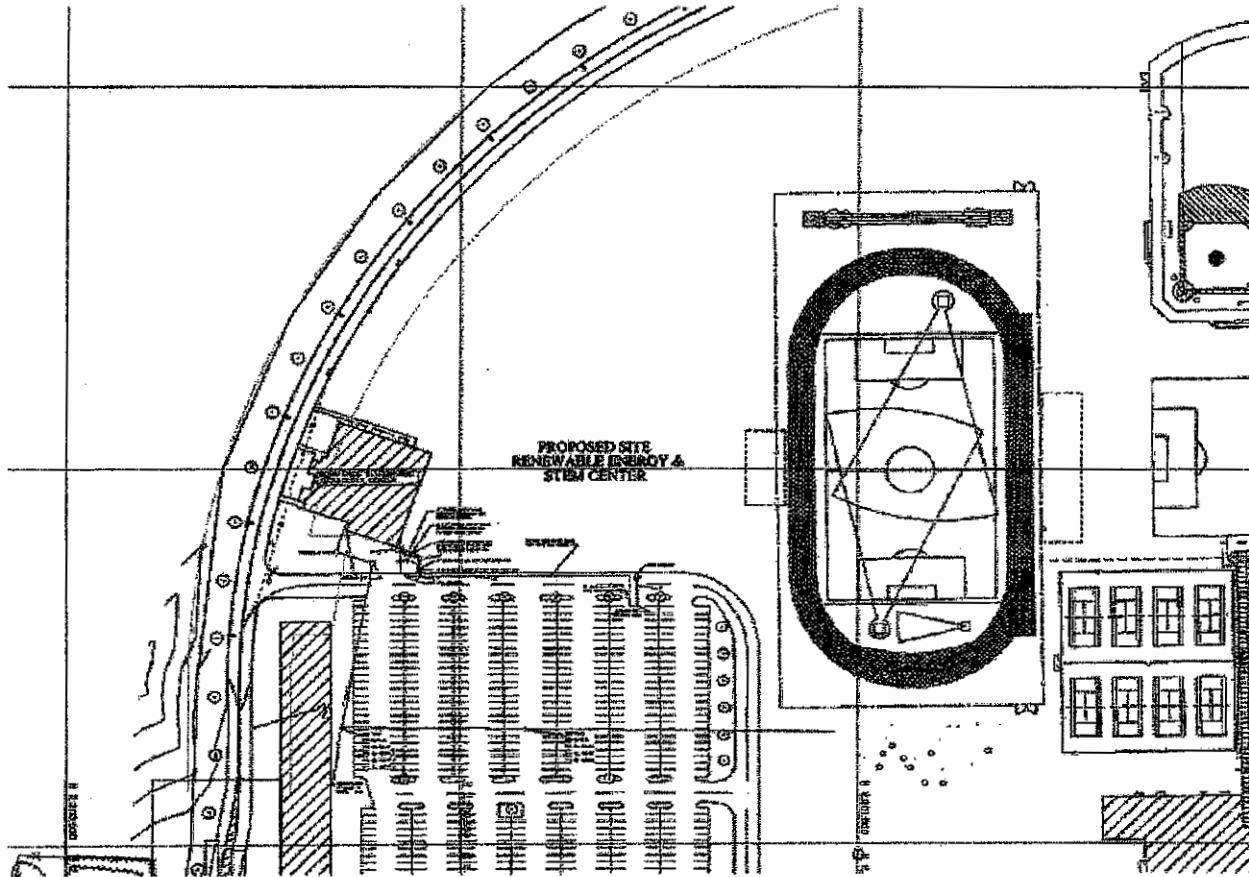
\_\_\_\_\_  
Date

# Suffolk

COUNTY COMMUNITY COLLEGE

**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**SITE PLAN**





July 18, 2016

**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL NO. R1600011**  
**DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER**

**Attention to Proposers:**

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this three (3) page cover letter, which provides further responses to questions raised by potential proposers during the pre-proposal conference held at the College on July 6, 2016.

---

**Q1:** Is Commissioning included in the project and fees? Is there variability in how much can be done?

**A1:** Commissioning is part of the project, and proposer should include it as part of their fees. The College contacted the Long Island Power Authority (LIPA), and according to the LIPA representative, this project is eligible for commissioning reimbursement at a rate of two thirds of the total costs. If this program continues, an independent commission agent would be retained, as described in the Commissioning section of the RFP. In addition, the program would cover two thirds of the costs of the building energy model. Both the independent commissioning agent and energy modeler would be selected from a list of prequalified firms provided by LIPA, as described in the RFP. One third of these costs would still impact the project budget.

---

**Q2:** Will there be any improvements to infrastructure required for the new building?

**A2:** To the best of our knowledge, the existing infrastructure has the capacity to provide needed services to the new building (i.e. gas, power, water, sewer). Ultimately, it is the responsibility of the selected Consultant to verify all field conditions and their adequacy.

---

**Q3:** Is the \$900,000 figure under "Design", which is listed in the cost breakdown, a target for the County and therefore flexible, or is this a final number?

**A3:** The \$900,000 figure is a final number.

---



**Q4:** In addenda No. 1 SCC's responses to Q10 parallels the statements made at the pre-proposer's conference reiterating SCC's understanding that this is not a typical design project and that the complex nature, the need for specialty consultant's and the services requested will likely impact compensation upward. Yet the breakdown appears to fall short of even the SUNY guidelines for a typical, non-complex project. Please advise on the development of this breakdown and the bearing of these numbers against the submitted proposal compensation numbers.

**A4:** The design fee budget for the project is \$900,000, as stated in Addendum #1. Currently, there is no additional funding for design beyond this budget, and no additional funding is anticipated from the College Capital Program.

---

**Q5:** Can the cost for renewable energy equipment be funded and owned by a third party, in return for Renewable Energy Credits (RECs)?

**A5:** No.

---

**Q6:** The College would like the new facility to monitor and manage energy use of all buildings on the three SCC campuses (RFP page 15). Is this cost of this College-wide system infrastructure a separate budget, or included in this project budget.

**A6:** The College has no other budget for the College-wide system infrastructure, and is hopeful that this work can be accomplished within the overall project budget. However, if this cannot be accomplished within the established budget, then the College will expand the monitoring and management of energy from this new building to other buildings and campuses at a future time. Therefore, the monitoring and management systems associated with this new building should be designed at a minimum, to include considerations for expansion in the future.

---

**Q7:** The project site is located next to a large commuter lot. Is additional parking required in the project scope?

**A7:** ADA parking requirements must be met for the new building at a minimum. Additional parking would be considered during project development if needed.

---

**Q8:** The RFP notes on page 25 that at the end of the Programming / Sketch Study phase, the College will "select alternatives". Can we assume that the College will select one preferred alternative plan concept in order to start the Preliminary Design (SD/DD) Phase? This alternative could include add alternates for cost management.

**A8:** Yes.

---





**Q9:** The payment schedule on page 12 of the RFP reflects 45% payment at the end of Contract Documents. Can the payment schedule percentages by phase be revised to align more closely with the payment schedule in the model agreement, page 28 and with the Design Team's actual projected labor and responsibilities?

**A9:** The College may consider negotiating this with the selected consultant during the contract drafting stage. Proposers may include a different payment schedule in their proposal for the College's consideration.

---

**Q10:** In the Model Agreement, Section 15 Additional Services, (page 25) can the 2.50 multiplier on direct personnel expenses be increased to factor actual overhead costs?

**A10:** Please refer to the response provided for Question #13 in Addendum #1

---

**The proposal due date and time of July 28, 2016 no later than 1:00 PM remains unchanged.**

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

*Beatriz Castano*

Beatriz Castano  
Administrative Director of Business Operations

Acknowledged and Subscribed to:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By (Sign in ink) Title

\_\_\_\_\_  
Print Name Date

**End of Text for Exhibit F**