

**City University Construction Fund
Request for Qualifications**

**College of Staten Island Interdisciplinary High
Performance Computational Center (IHPCC)
Project No. SI-CUCF-01-11**

Issuance Date: Thursday, March 10, 2011

Submissions Due By: Tuesday, April 5, 2011 12:00 PM Noon

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I. Purpose

The City University Construction Fund (“CUCF”) on behalf of the City University of New York (“CUNY”) and the College of Staten Island (“CSI”) is seeking a firm to provide Architectural/Engineering services to design, prepare contract documents and perform construction administration for a new building on the campus of the College of Staten Island. The project will construct a new 175,000 sf. facility with laboratories, classrooms and other spaces dedicated to state-of-the-art scientific computing hardware and software. The building will house multi-node computer clusters, visualization laboratories, high-tech instructional laboratories, general purpose classrooms, and dedicated student work areas. All of the spaces will be designed to be flexible to encourage collaborative student research and the advancement of computer science.

The building will also be designed using high-performance principles and standards incorporating state-of-the-art building design and technology. Starting by using 3-dimensional building modeling software, the LEED rated building will incorporate innovative concepts that will allow for a reduced carbon footprint for the facility. In addition, the building will use specialized mechanical systems, day lighting and high-efficiency lighting systems to reduce energy consumption. Additional high-performance building concepts will be utilized to reduce the carbon footprint of the building on the campus.

The 2010 *College of Staten Island Master Plan Amendment* was recently completed, and will form the basis for this project.

II. Introduction to CUNY and CUCF

The City University of New York (“CUNY” or “University”) is the largest municipal college system and the third largest University in the nation. Founded in New York City in 1847 as the Free Academy, CUNY is comprised of eleven (11) senior colleges, including the College of Staten Island, six (6) community colleges, the William E. Macaulay Honors College, the Graduate School and University Center, the CUNY Graduate School of Journalism, the CUNY School of Law, the CUNY School of Professional Studies, and the CUNY School of Public Health (“Colleges”), and a central office.

The CUCF is a New York State public benefit corporation. It provides facilities for and supports the educational purposes of CUNY. CUCF acts on behalf of CUNY and executes contracts.

III. Project Background

The College of Staten Island is a four-year, senior college of The City University of New York that offers exceptional opportunities to all its students. Programs in the liberal arts and sciences and professional studies lead to bachelor’s and associate’s degrees. The master’s degree is awarded in 13 professional and liberal arts and sciences fields of study. The College participates in doctoral programs of The City University Graduate School and University Center in Biology, Chemistry, Computer Science, Physics, and Psychology.

Completed in 1994, the 204-acre campus of CSI/CUNY is the largest site for a college in New York City. Set in a park-like landscape, the campus is centrally located on Staten Island. Mature trees and woodlands, flowering trees and ornamental plantings, fields and outdoor athletic facilities, the great lawn, sculpture, and seating areas create a rural oasis in an urban setting.

Fourteen renovated neo-Georgian buildings serve as classrooms, laboratories, and offices. The academic buildings house 300 classrooms, laboratories and instructional spaces, study lounges, department and program offices, and faculty offices.

North and South Academic Quadrangles are connected by the Alumni Walk, with the Library and Campus Center as focal points. The Center for the Arts is located midway between the Quadrangles at the fountain plaza. The Sports and Recreation Center and the athletic fields are located near the main entrance to the campus.

The Interdisciplinary High Performance Computing Center will be a CUNY-wide resource located on the Staten Island campus. The building will house a program of research and instruction built around the use of high performance computer-based modeling and simulation which is a requisite for performing advanced multidisciplinary research and the development of advanced technology systems. The use of computational science/high performance computer-based modeling and simulation is a key tool for a wide variety of disciplines ranging from the behavioral sciences to the biological and physical sciences, from aircraft design to the creative and media arts. The project will provide a high performance computing and networking infrastructure to allow multi-disciplinary research teams the ability to exchange intellectual ideas, improve educational offerings and the increase the research capability of the University. It will promote the efficient sharing and use of the human intellectual capital that is currently dispersed across its 23 separate institutions. The IHPCC Project is also a multidisciplinary research tool that can be used to foster collaborations between researchers at various colleges and universities around the world and also between researchers in different technical fields.

IV. Project Scope of Work

The 2010 *College of Staten Island Master Plan Amendment* (“MPA”) recommended that a new signature building be built as a home for the College’s super computer systems. The building will allow this research facility to expand over time to serve CSI, CUNY and other researchers in New York State as a major computational resource. A significant portion of the building, 13,000 NSF, will be dedicated to the Computational Center itself and its directly related support areas. In addition, the building will also house Mathematics, Computer Science / Engineering Science, Engineering and Physics. This will allow these departments with affinities to the Center to have access to this resource and consolidate departments under one roof. These departments now occupy approximately 40,000 NSF of space in other buildings. The new building will also include laboratories, academic offices, inter-disciplinary research spaces, classrooms, lecture halls and student gathering and study spaces. Approximately 70,000 NSF will be dedicated to these functions.

Recommendations from the MPA, as well as discussions with the College, will be used to determine the full program for the IHPCC. Included in the Architectural/Engineering services will be a Feasibility Study which will finalize the proposed program and develop a cost estimate for the project. The Feasibility Study will describe the parameters of the selected Firm’s work as it prepares design documents incorporating the approved scope. The architects/engineers will provide full design services including construction phase services in connection with this project. This project will incorporate sustainable design principles as required to obtain a Silver LEED rating from the USGBC.

V. Evaluation Criteria

The Following Criteria will be used by CUNY to evaluate the submissions to this solicitation.

<u>Criteria</u>	<u>Points</u>
Prime Consultant Firm	
Experience with similar projects & computational science labs or data centers	20
Experience with large scale multi-disciplinary educational buildings	15
Quality of prime consultant work	15
Project Team including Sub-Consultants	
Experience with similar projects & computational science labs or data centers	20
Experience with large scale multi-disciplinary educational buildings	15
Quality of project team’s previous collaborations	15
TOTAL	100

The selection of firms for further consideration and submission of additional information, if any, will be made consistent with applicable Laws and Procedures.

VI. Submissions to this Solicitation

Firms that wish to be considered for this project should submit one (1) original (marked original), seven (7) paper copies, and one (1) electronic copy (compact disk) of the items listed below to the City University of New York, Office of Facilities Planning, Construction and Management, Procurement Services, 555 West 57th Street, 11th Floor, Room 1140, New York, NY 10019, **no later than 12:00 Noon on Tuesday, April 5, 2011**. Please clearly write “College of Staten Island-Interdisciplinary High Performance Computational Center Project” on the outer envelope or parcel. The Submission Cover Sheet (Attachment 1) should be the first page of your submission and should also be included as a Word document on the compact disk required above.

- The completed Submission Cover Sheet (Attachment 1).
- The firm brochure;
- SF-254 and SF-255 forms or SF-330 form;
- EEO Policy Statement;
- A list of similar, completed projects demonstrating a minimum of three (3) large scale multi-disciplinary educational buildings, preferably with computational science labs or data centers, including a description of the project, client names and contact information;
- The proposed Project Team including their resumes; and
- The completed Procurement Lobbying Act Compliance Form (Attachment 2).

The firm must be licensed to practice in New York State.

VII. General Information

Inquiries: All questions pertaining to this solicitation shall be directed to Michael Feeney, the Authorized Agency Contact, by email to: DDCM.ContractsDept@mail.cuny.edu or postal mail to the address below by **5:00 PM on Friday, March 18, 2011**. Please place “College of Staten Island-Interdisciplinary High Performance Computational Center Project” in the subject heading of the email/mail. Answers of general applicability will be issued in the form of an Addendum to this solicitation.

Solicitation and Addenda Availability:

This solicitation, and any Addenda to this solicitation that may be issued by CUCF, are available for downloading at www.cuny.edu/constructionsolicitations. Please periodically check this website for any Addenda to this solicitation. This solicitation, and any Addenda to this solicitation that may be issued by CUCF, are also available for in-person pick-up during regular business hours at the CUNY Office of Facilities Planning, Construction and Management, Procurement Services, 555 West 57th, Room 1140, 11th Floor, New York, NY 10019. Receipt of an Addendum to this RFQ by a Responder should be acknowledged by submitting an original signed copy of the Addendum with the firm’s Submission to this RFQ. All Addenda shall become part of the requirements of this RFQ.

VIII. Anti-discrimination and MWBE Program

MWBE: Minority-owned Business Enterprise subcontracting goal: 9 percent.
Women-owned Business Enterprise subcontracting goal: 6 percent.

Note: In fulfilling these goals, under New York State MBE/WBE Law and Regulations, Responders may only use New York State Certified MBEs and WBEs listed in the New York State Directory of Minority and Women-owned Business Enterprises certified pursuant to the Regulations. The Directory may be accessed at: <http://www.nylovesmwbe.ny.gov/>.

Anti-discrimination Policy

This policy applies to any contract resulting from this solicitation.

A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members including, without limitation, women, are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training. The contractor will agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this non-discrimination provision.

B. At the request of CUCF or CUNY, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the authority to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder.

C. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract with CUCF, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status.

D. The contractor will include the provisions of paragraphs A through C of this section in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to its work in connection with the contract with CUCF.

CUCF and CUNY MWBE Policy

It is the policy of CUCF and CUNY that New York State Certified Minority and Women-Owned Business Enterprises (MBE/WBE's) shall have the maximum opportunity to participate in the performance of the contract resulting from this solicitation. In the contract, the successful Responder would agree to insure that New York State Certified MBE/WBE's have the maximum opportunity to participate in the performance of the contract. In this regard, all Responders shall take all necessary and reasonable steps as hereinafter defined to insure that New York State Certified MBE/WBE's have the maximum opportunity to compete for and perform on sub-contracts. CUCF and CUNY and its contractors shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, in the awarding and performance of contracts and sub-contracts.

This language is included to insure that all Responders who enter into any contract with CUNY are aware of their responsibility and the commitment of CUCF and CUNY to see that their MBE/WBE Policy is carried out in all of their business dealings.

The Minority-owned business sub-contracting goal is 9 percent. The Women-owned business sub-contracting goal is 6 percent.

Article 15-A of the NYS Executive Law

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as Proposers, Sub-proposers and Suppliers on its procurement contracts.

Information on the availability of New York State Sub-Proposers and Suppliers is available from:

New York State Department of Economic Development
Division of Small Businesses
One Commerce Plaza
Albany, NY 12245
(Telephone) 518-474-7756

Contract Provisions

Under the contract to be awarded through this solicitation the successful Responder would specifically agree that:

- A. In the hiring of employees for the performance of services under the contract or any sub-contract hereunder, neither the Responder nor any Sub-consultant or other person acting on behalf of such Responder or Sub-consultant shall, by reason of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, discriminate against any person who is qualified and available to perform the services to which the employment relates;
- B. Neither the Responder nor any Sub-consultant or other person acting on behalf of such Responder or Sub-consultant shall in any manner discriminate against or intimidate any employee hired for the performance of services under the contract on account of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status;
- C. It shall include the provisions of paragraph A and B of this section in every sub-contract the Responder enters into with respect to the services to be performed hereunder and shall take such action to enforce such provisions of such sub-contract as CUCF or CUNY may direct.
- D. Any contractor who willfully and intentionally fails to comply with the minority and women-owned participation requirements of Part 140-145 of the Regulations of the Commissioner of the New York State Department of Economic Development implementation of New York State Executive Law Article 15-A as set forth in the contract, shall be liable to CUCF for liquidated damages or other appropriate damages as specified in the contract, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by CUCF related to CUCF's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing minority- and women-owned business enterprise programmatic goals and Affirmative Action and Equal Opportunity compliance, or the amount stated in the contract as liquidated damages.
- E. (a) Subsequent to the award of this contract to a contractor who becomes deficient with regard to its MWBE utilization plan, the contractor may file a complaint with the Director of the Division of Minority and Women-Owned Business Development in the New York State Department of Economic Development (DWMBD Director), pursuant to Executive Law, Section 316 by personal service or certified mail, return receipt requested, provided that the complaint is file within 20 days following paragraphs one of the events referred to in sub-paragraphs (1), (2), or (3) of this

subdivision. The complaint should state the reasons for the complaint, together with a demand for relief. The complainant shall allege the occurrence of one of the following:

- (1) the contractor's receipt of a written determination by CUCF that the contractor is not entitled to a partial or full waiver of the goals established in the contract for participation by certified minority and women-owned business enterprises; or
- (2) the contractor's receipt of a written determination by CUCF that the contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals; or
- (3) 20 days have passed from the date of CUCF's receiving a written request from the contractor, sent by certified mail, return receipt requested, for a partial or total waiver of goal requirements for participation by certified minority and women-owned business enterprises, and no written determination has been issued by CUCF.

(b) Within 20 days of CUCF's determination that the contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals for participation by certified minority and/or women-owned business enterprises established in the contract, CUCF may file a complaint with the DMWBD Director, pursuant to Executive Law, section 316, by personal service or certified mail, return receipt requested, accompanied by the reasons for the CUCF's determination for which the complaint is filed, together with a demand for relief, such as disbarment, damages or fines pursuant to the terms.

(c) A copy of any complaints filed with the DMWBD Director by the contractor or CUCF shall either be personally served or mailed certified mail, return receipt requested, by the party making the complaint to the party against whom the complaint is being filed.

(d) Upon receipt by the DMWBD Director of a complaint, the party against whom the complaint has been filed shall be provided with an opportunity to respond to the complaint. If within 30 days of receipt of the complaint, the DMWBD Director is unable to resolve the complaint to the satisfaction of CUCF and the contractor, the complaint shall be referred to the DMWBD's hearing officer for a hearing.

(e) Upon conclusion of the administrative hearing, the hearing officer shall submit to the DMWBD Director his or her decision regarding the alleged violation of the contract or the refusal of CUCF to grant a waiver request by the contractor. The decision of the hearing officer with respect to an alleged violation of the contract or the refusal of CUCF to grant a waiver shall be final.

(f) Upon conclusion of the administrative hearing and the rendering of a decision, the hearing officer shall also recommend to the DMWBD Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties.

(g) The DMWBD Director, within 10 days of receipt of the decision, shall file a determination of such matter and shall cause a copy of such determination to be served upon the contractor by personal service or by certified mail, return receipt requested. The decision of the DMWBD Director shall be final and may only be vacated or modified as provided in article seventy eight of the civil practice law and rules upon an application made within the time provided by such article. The penalties imposed for any violation which is premised upon either a fraudulent or intentional

misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed one year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a bid pursuant to this section, the penalties imposed for any subsequent violation, if such violation occurs within five years of the first violation, may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed five years following the final determination. The DMWBD Division shall maintain a website listing all contractors that have been deemed ineligible to submit a bid pursuant to this section and the date after which each contractor shall once again become eligible to submit bids.

IX. Debriefings:

Any unsuccessful Firm, upon request, will be given a debriefing as to why it was not selected for contract award. The request for a debriefing shall be made in writing within ten (10) business days of the date of notification of non-selection. The debriefing will be given as soon as practicable thereafter.

X. Representation and Warrantees:

All information, descriptions, data, tables, calculations, examples, opinions or assumptions made in connection with this solicitation are made in good faith for information purposes only. The Responder shall not rely on any such information without conducting its own independent research and verification. CUCF/CUNY and their officers, agents and employees make no representations or warranties, including without limitation representations or warranties as to the accuracy of any information, opinions or assumptions contained in this solicitation or otherwise furnished to Responders by CUCF/CUNY, and will assume no responsibility or liability for any errors and omissions contained herein.

XI. Consultant Disclosure Law Requirements

State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This includes information on any persons working under any sub-contracts with the State sub-contractor. For further information, consultants are directed to the New York State Office of the State Comptroller's Procurement and Disbursement Guidelines (G-Bulletins), Bulletin Number 226, available at: <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>

XII. New York State Procurement Lobbying Act

Responders are advised that the ONLY Authorized Agency Contact for ALL matters concerning this RFQ and the individual who also serves as the Procurement Lobbying Act Designated Contact for this RFQ is Michael Feeney, Chief of Consultant Contracts. All contacts shall be sent by email to DDCM.ContractsDept@mail.cuny.edu or by postal mail to CUNY Office of Facilities Planning, Construction and Management, Procurement Services; 555 West 57th Street, Room 1140, New York, New

York, 10019. Place “College of Staten Island-Interdisciplinary High Performance Computational Center” in the subject heading of the email/mail.

CUCF and CUNY are governed by the NYS Procurement Lobbying Act (PLA) set forth in State Finance Law Sections 139-j and 139-k; for guidelines and additional information see:

<https://www3.ogs.state.ny.us/legal/lobbyinglawfaq/default.asp>

Firms are to submit the attached Procurement Lobbying Act Compliance Form (Attachment 2) and include it with their submission.

1. There are certain exceptions to the Procurement Lobbying Act. The following types of “contacts” are permitted during the “Restricted Period:”

- 1.1 Proposals: the submission of written Proposals to this Solicitation.
- 1.2 Complaints: complaints by a Proposer regarding the failure of the Designated Point of Contact to respond in a timely manner to authorized Proposer contacts, provided such complaints are made in writing to the CUCF/CUNY General Counsel. Such written complaints will become a part of the transaction record. Written complaints shall be mailed or emailed to:

Frederick Schaffer
Senior Vice Chancellor and General Counsel
City University of New York
535 East 80th Street
New York, NY 10075
frederick.schaffer@mail.cuny.edu

- 1.3 Oral Presentations and Discussions with Proposers: scheduled presentations by a Proposer to CUCF/CUNY describing its Proposals and/or scheduled discussion by CUCF/CUNY with Proposers.
- 1.4 Negotiations: After a Proposer has been preliminarily designated, communications between that Proposer and CUCF/CUNY for the purposes of negotiation.
- 1.5 Review of Award: Following award to another Proposer, a Proposer’s request to the Designated Point of Contact for a review of the award.
- 1.6 Protests and Complaints: (a) contacts by Proposers in protests, appeals or other review proceedings (including the apparent successful Proposer and his or her representatives), before CUCF/CUNY seeking a final administrative determination, or in a subsequent judicial proceeding; or (b) complaints of alleged improper conduct in this transaction to the New York Attorney General, a district attorney, or a court of competent jurisdiction, and where such communications and any proposals thereto are made in writing and shall be entered in the transaction record pursuant to section one hundred sixty-three of the state finance law; or (c) complaints of alleged improper conduct in this Solicitation process.

2. New York State Finance Law §139-k(4) obligates the CUCF & CUNY during the Restricted Period of a Procurement Contract to make a written record of any Contacts made. The term “Contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer

are attempts to influence the Governmental Procurement. In addition to obtaining the required identifying information, the CUCF & CUNY must inquire and record whether the person or organization that made the Contact was the Proposer or was retained, employed or designated on behalf of the Proposer to appear before or Contact the CUCF or CUNY.

3. A finding that a Proposer has knowingly and willfully violated the limitation on the Contacts rule will result in a determination of non-responsibility for such Proposer, and such Proposer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be designated as a Designated Proposer, unless CUCF/CUNY finds that such designation is necessary to protect public property or public health or safety, and that the Proposer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided that CUCF/CUNY is required to include in the procurement record a statement describing the basis for such a finding.

EXCEPT AS EXPRESSLY AUTHORIZED BY THE AUTHORIZED AGENCY CONTACT PERSON LISTED ON PAGE 9 OF THIS SOLICITATION OR AS OTHERWISE EXPRESSLY AUTHORIZED BY THE NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K, PROPOSERS MAY NOT CONTACT BOARD MEMBERS, OFFICIALS, EMPLOYEES OR CONSULTANTS OF CUCF, CUNY, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, DASNY, THE STATE OF NEW YORK OR ANY OTHER GOVERNMENTAL ENTITY REGARDING THIS SOLICITATION AND THE RELATED DISPOSITION, OR SEND PROPOSALS TO ANY OF THEM. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE PROPOSER'S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS SOLICITATION.

Appendix A

Standard Clauses for all New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the

Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-

off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

- b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Attachment 1

**City University Construction Fund
Request for Qualifications**

**College of Staten Island Interdisciplinary High
Performance Computational Center (IHPC)
Project No. SI-CUCF-01-11**

SUBMISSION COVER SHEET

PLEASE CHECK ALL ITEMS BELOW TO CONFIRM THEY ARE CONTAINED IN YOUR SUBMISSION.

- Firm brochure
- SF-254 and SF-255 forms or SF-330 form
- List of completed projects demonstrating a minimum of three (3) large scale multi-disciplinary educational buildings preferably with computational science labs or data centers, including a description of the project, client names and contact information
- Proposed Project Team including their resumes
- Completed Procurement Lobbying Act Compliance Form (Attachment 2)

FILL IN TABLE BELOW:

CONTACT INFORMATION

Company Name	First Name	Last Name	Phone	Email	Address	City	State	Zip

Attachment 2

Procurement Lobbying Act Compliance Form

Vendor Name:		Federal ID#:	
Address:		City/State	
Project Number: SI-CUCF-01-11			
Description of Project: Design of CUCF College of Staten Island Interdisciplinary High Performance Computational Center			

The Procurement Lobbying Act, as amended March 2010, requires all potential vendors to affirm their compliance with certain provisions of State Finance Law §§139-j and 139-k. Please indicate your agreement and certify with your signature.

I, _____, acting as _____
 for and on behalf of _____, do hereby affirm that;

I have not knowingly nor willfully violated the provisions against permissible contacts or certain ethics provisions as outlined in State Finance Law §§139-j and 139-k.

I have not failed to timely disclose accurate and complete information, nor failed to cooperate with the City University Construction Fund and the City University of New York in administering these provisions.

I have not failed to disclose any prior determinations of the Procurement Lobbying Act with any government entity.

I understand that this affirmation applies to the above referenced procurement and all amendments thereto and hereby affirm that I fully understand and agree to comply with the City University Construction Fund and the City University of New York procedures relating to permissible contacts during this procurement.

Signed: _____ Date: _____

Print Name: _____ Title: _____

Attachment 3



FIGURE 31: IHPC SITE PLAN



Site Proposed for IHPC, at right