

**ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD
PURCHASING AND PROCUREMENT POLICY
(REVISED SEPTEMBER 2014)**

PURPOSE

The Rochester Joint Schools Construction Board (the “Board”) was created by New York State to implement a Facilities Modernization Program (“FMP”). Specifically, Chapter 416 of the 2007 Laws of the State of New York (the “Enabling Legislation”) addressed the formation of the Board and authorized Phase I of the FMP. The Enabling Legislation was amended in June 2014 and authorized Phase 2 of the FMP. In fulfilling its duties, the Board acts as an agent of the City of Rochester and the Rochester City School District (the “District”).

The Board has established this Purchasing and Procurement Policy (the “Policy”) in order to detail the operative policy and instructions regarding the award of certain Board purchasing and procurement contracts for goods and/or services. This Policy reflects the Board’s compliance with applicable laws, including the Enabling Legislation and Section 103 of the General Municipal Law (hereinafter, “GML § 103”). To the extent that any provisions in this Policy are inconsistent with applicable laws, any such inconsistent provisions shall be superseded by the applicable law.

In accordance with the Board’s Code of Ethics Policy and Article 18 of the General Municipal Law, no Board member shall have an interest in any contract entered into by the Board.

**ARTICLE 1
PROCUREMENT COMMITTEE**

1. Organization of Procurement Committee

All purchasing and procurement shall be implemented by the M/WBE and Services Procurement Committee (the “Procurement Committee”) comprised of the following members: the Chair of the Board, as chair of the Committee, and at least three but no more than five additional members appointed by the Chair.

The Procurement Committee may seek the assistance of the Board’s program manager (the “Program Manager”). The Administrative Director of the Board or such other designee appointed by the Chair (the “Procurement Officer”) shall provide administrative support to the Board and the Procurement Committee.

2. Role of Procurement Committee

The Procurement Committee shall be responsible for implementation of and compliance with this Policy. The Procurement Committee’s responsibilities with respect to such matters shall include:

- (a) obtaining and analyzing prices for materials, equipment and services;

- (b) compiling and maintaining a list of sources of supply for required items;
- (c) determining the quality/quantity requirements for a particular purchase and involving the Program Manager, as necessary;
- (d) in cases where technical equipment, specifications, plans or designs are involved, indicating its requirements and coordinating with the Program Manager to ensure quality control;
- (e) acting as a liaison with vendors;
- (f) reviewing invoices and handling accounts payable;
- (g) handling mechanical operations of purchasing, such as pricing, bidding, operating, expediting and making adjustments; and
- (h) keeping confidential all information and quotations submitted by competing vendors until an award.

ARTICLE 2
PROFESSIONAL SERVICE CONTRACTS

Except as set forth in Article 4, Section 1 - General Exceptions, all professional services will be procured through a Request for Qualifications/Proposals (“RFQ/P”) process, which shall be developed and reviewed by the Board and counsel.

1. RFQ/P Process- Professional Services

The RFQ/P process shall be conducted as follows:

- (a) RFQ/P materials for the professional services in question shall be prepared by the Procurement Committee and submitted to the Board for approval.
- (b) The Procurement Officer shall disseminate the approved RFQ/P materials and coordinate with prospective persons or entities as necessary for each RFQ/P.
- (c) All RFQ/P responses shall be submitted to the Procurement Officer in accordance with the terms of the RFQ/P and this Policy.
- (d) The Procurement Officer will then submit the qualifying responses to the Procurement Committee for review and approval. Any members of the Board, at their discretion, may participate in the Committee’s review and approval process.
- (e) Once the Procurement Committee has reviewed the responses, the Committee shall select finalists and conduct interviews. The Committee shall conduct interviews of the finalists, unless the Committee makes a determination that interviews are not necessary to further the Board’s goal of acquiring services in a cost-effective manner

while promoting full and open competition among the finalists. In such case, the Committee will note this in its recommendation to the Board. Any members of the Board, at their discretion, may participate in the Committee's interview process.

- (f) The Procurement Committee shall conduct deliberations regarding each finalist and make a recommendation to the Board.
- (g) The Board will review the recommendation by the Procurement Committee and the RFQ/P responses of the candidates. Following its own deliberations, the Board will select the winning candidate and prepare a formal record that reflects the basis for its decision. The Board may conduct its deliberations in an executive session to the extent permitted by law.
- (h) The Board shall approve the award of the professional services contract by resolution at a Board meeting.
- (i) Notwithstanding the foregoing, the Board shall reserve the right to reject all proposals. The Board shall have the authority to issue a new RFQ/P if it deems the responses to the original RFQ/P are not in furtherance of its mission. The record shall reflect the basis for such determination.

2. **Qualifications and Selection Criteria for Certain Professional Services**

To the extent that the Enabling Legislation sets forth the qualifications needed for any professional services position being awarded, or the criteria to be considered in making the RFQ/P selection, the Board shall adhere to such instructions. The following summarizes the selection criteria in the Enabling Legislation with respect to the Program Manager, the Independent Compliance Officer and contractors, generally:

- (a) Program Manager: an independent program management firm with the skills necessary to assist the Board in: (a) developing and implementing procedures for the "projects" (as defined in the Enabling Legislation) undertaken and contracted for by the Board; (b) reviewing plans and specifications for projects; (c) developing and implementing policies and procedures to utilize employment resources to provide sufficient skilled employees for such projects, including developing and implementing training programs, if required; (d) managing such projects; and (e) providing such planning, design, financing, and other services as may be appropriate to implement one or more construction or reconstruction projects pursuant to the Enabling Legislation. In addition, the Program Manager shall have experience in planning, designing, and constructing new and/or reconstructing existing school buildings, public facilities, commercial facilities, and/or infrastructure facilities, and in the negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs. The Program Manager shall be qualified to manage all projects, review project schedules, review payment schedules, prepare cost estimates and assess the safety programs of contractors and all training programs, if required. The Program Manager shall be prepared to implement procedures to verify that all

work for which payment has been requested has been satisfactorily completed. The retaining of the Program Manager by the Board shall also be approved by the Superintendent, Mayor, City Council and the District.

- (b) Independent Compliance Officer: an independent firm with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York State, including school districts and auditing contractors and subcontractors in construction and reconstruction projects like those to be undertaken and contracted for by the RJSCB pursuant to the Enabling Legislation. In addition, the Independent Compliance Officer shall: develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each project to be followed by prime contractors and subcontractors for such projects; obtain and maintain records and documentation to confirm compliance with any applicable requirements for each project; and identify contractors in non-compliance with any such requirements pursuant to this section of in violation of any federal, state and local laws, rules or regulations. The Independent Compliance Officer shall report to the Board on a monthly basis. The Independent Compliance Officer or the representative of the Independent Compliance Officer shall be a non-voting member of the Board.
- (c) Contractors, generally: a contractor must be willing and able to: (a) where a project labor agreement is required, comply with all applicable New York law pertaining to public works projects under Article 8 of the Labor Law (including, where applicable, all prevailing wage requirements by the State Department of Labor); (b) furnish a labor and material bond guaranteeing prompt payment of moneys that are due to all persons furnishing labor and materials and a performance bond for the faithful performance of the project, in conformance with GML § 103-f; (c) provide sufficient evidence to the Board's satisfaction that such contractor has the financial and organizational capacity and subcontractors to perform the magnitude of work in question, a satisfactory record of performance of contractors and subcontractors on previous work, a satisfactory record of contractors and subcontractors in complying with existing labor standards and maintaining harmonious labor relations, and a commitment to working with minority and women-owned business enterprises pursuant to article 15-A of the executive law through joint ventures or subcontractor relationships; and (d) for any contract in excess of one million dollars for construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement, demonstrate that both the contractor and its subcontractors have participated in apprentice training programs in the trades of work it employs that have been approved for not less than three years by the State Department of Labor; have graduated at least one apprentice in the last 3 years; have at least one apprentice currently enrolled in such apprentice training program; and have demonstrated that the program has made significant efforts to attract and retain minority apprentices.

ARTICLE 3
OTHER CONTRACTS AND PURCHASING

The Board shall also be responsible for awarding all construction contracts and approving purchases of goods and services other than professional services. All purchases must be approved by the Board pursuant to a resolution of the Board. The Board or its designee will have the sole discretion to negotiate contract terms.

1. General Procedures

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Except as set forth in Article 4, Section 1 - General Exceptions, competitive bids or quotations shall be solicited in connection with purchases pursuant to applicable New York law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after: (1) responsible bids have been received in response to a public advertisement soliciting formal bids, or (2) pursuant to GML § 103(16), the Board identifies a contract let by the United States or any agency thereof, or any state or any other political subdivision therein, that meets the Board's purchasing or contracting needs and the requirements set forth in Article 4, Section 2 below.

Awards made pursuant to a public advertisement soliciting formal bids shall be made by the Board to the lowest responsible bidder furnishing the required security after advertisement for sealed bids under GML § 103. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid. Notwithstanding the foregoing, the Board shall reserve the right to reject all bids and readvertise for new bids. In awarding a contract to the lowest responsible bidder, the Board may consider the criteria set forth in the Rochester City School Board Policy Manual policy number 6725 titled "Responsible Bidder," attached hereto as Appendix E.

Except as set forth in Article 4, Section 1 - General Exceptions, purchase contracts for materials, equipment and supplies involving an estimated annual expenditure *equal to or less than \$20,000* and public work contracts involving an expenditure *equal to or less than \$35,000* will be awarded based upon the Board receiving, to the extent they are reasonably available, at least three formal or informal price quotations (which may include, but is not limited to, obtaining prices advertised to the general public and price quotes from a provider's website, and receiving verbal or written estimates from suppliers and contractors). The Board reserves the right to publicly advertise and solicit formal bids instead for purchases and public work contracts at these lower amounts (less than \$20,000 for purchase contracts and less than \$35,000 for public work contracts).

Opportunities shall be provided to all responsible suppliers to do business with the Board. Suppliers whose place of business is situated within the City may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality

and other factors. Purchases will be made through available State contracts of the Office of General Services or county contracts whenever such purchases are in the best interests of the Board. In addition, the Board will make purchases from correctional institutions and severely disabled persons through charitable or not-for-profit agencies, as provided by law. Further, the Program Manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for, or performing any work on, projects undertaken pursuant to the Enabling Legislation.

2. Bid Process - Goods and Services (Other than Professional Services)

The bid process for goods and services will use substantially the same process as set forth above with respect to professional services. In addition, the bid responses will be received by the Procurement Officer of the Board to be opened at the time, place, and date stated in the notice or bid package. Bid openings will be public.

The Board's bid and contract award process for goods and services other than professional services shall be as follows:

- a) A notice to bid shall be advertised at least two weeks prior to the bid opening.
- b) Advertisement shall be in the District's official newspaper.
- c) Multiple purchases of the same item shall not be made for purpose of circumventing the bid threshold.
- d) All bids must be returned to the location stated in the notice or bid package.
- e) All sealed bids must be returned prior to the time stated in the notice or bid package.
- f) All sealed bids received by the Procurement Officer shall be time and date stamped and initialed upon receipt.
- g) No bid will be accepted if it is received after the time and date specified or it is not properly sealed. All late bids shall be returned to the vendor unopened. When necessary, a late bid may be opened in order to identify the bidder.
- h) Fax copies and e-mails of bid submittals shall not be accepted.
- i) Vendors shall be encouraged to bid as per the specifications outlined in the notice or bid package. Verbal instructions from anyone are not valid. Any change in requirements shall be made only by means of a written addendum.
- j) Sealed bids will be publicly opened and total prices read aloud at the time and place stated in the notice.

- k) The Procurement Officer shall retain custody of all proposals, samples, and bonds until an award has been made. Bids shall be maintained on file.
- l) All bids must be properly executed by the bidder.
- m) After being open and read, the proposals will be tabulated at the earliest possible time and a recommendation for award will be prepared by the Procurement Officer, with the assistance of the Program Manager, for approval by the M/WBE and Services Procurement Committee.
- n) The M/WBE and Services Procurement Committee will review the recommendation from the Procurement Officer and the Program Manager and will determine whether to approve the recommendation and to send the bid proposal to the full Board for approval.
- o) Bids and proposals may be rejected if they contain uncalled-for items, omissions and/or irregularities of any kind (except obvious mathematical errors). Bids must meet the specifications in order to be considered responsive. The RJSCB reserves the right to reject all bids for any reason.
- p) The RJSCB reserves the right to waive minor irregularities, reject any and all bids, advertise for new bids, proceed to do the work otherwise, or abandon the work if it is not in the best interest to proceed.
- q) A bidder may modify its bid after submission to the RJSCB but before the bid opening. In such a case, the vendor shall make certain that any new prices are reflected in any bid bond. After the bid opening, no bid may be modified. Upon request to the Procurement Officer and before an award has been made, bidders can correct omissions from bids that do not affect the price, terms, and conditions of the bid.
- r) Bids may be withdrawn only if written notice is received by the Procurement Officer prior to the fixed time for opening bids.
- s) If, after the bid has been opened, a vendor discovers an error in its bid that affects the price (other than arithmetic errors) the vendor shall notify the Procurement Officer at once. The Procurement Officer shall review the problem and may seek assistance from the Program Manager. Except in extraordinary cases, the RJSCB shall require the bidder to abide by its bid or forfeit its bid security.

3. Documentation of Contract Award

The Board will provide justification and documentation of any contract awarded by any means other than the lowest responsible dollar offer, including setting forth the reasons why such award is in the best interests of the Board and otherwise furthers the purposes of section 104-b of the General Municipal Law.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the Board's policies regarding procurement will not be grounds to void action taken or give rise to a cause of action against the Board.

All bidders and contractors shall provide such supplemental information as may be required to comply with state finance law and other applicable local, state, and federal laws and regulations, as applicable, including the completion of the following documents in a timely and accurate fashion when required (e.g. when responding to a public bid):

- a. "Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j(3) and 139-j (6)(b)" in the form provided in Appendix "A" hereto;
- b. "Offerer Certification of Compliance with State Finance Law § 139-k (5)" in the form provided in Appendix "B" hereto;
- c. "Offerer Disclosure of Prior Non-Responsibility Determinations" in the form provided as Appendix "C" hereto; and
- d. "Statement of Non-Collusion in Bidding" in the form provided as Appendix "D" hereto.

The failure of a bidder or contractor to comply with any disclosure requirements will subject the bidder or contractor to any or all sanctions and other penalties permitted by law. The Board may terminate any contract in the event it is found that the certification filed by a bidder or contractor in accordance with State Finance Law was intentionally false or intentionally incomplete.

ARTICLE 4

Exemptions, Objectives

1. General Exceptions

Goods and services that are not required by law to be procured through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Alternative proposals or quotations will be secured by the RFQ/P process, written or verbal quotations or any other appropriate method of procurement, except for procurements (i) under a county contract, (ii) under a State contract, (iii) of articles manufactured in state correctional institutions (iv) or from agencies for the blind and severely disabled.

Further, the Board will not be required to secure alternative proposals or quotations for (i) emergencies where time is a crucial factor, in accordance with GML § 103(4), (ii) procurements for which there is no possibility of competition (sole source items) or (iii) very small procurements when solicitations of competition would not be cost-effective (i.e. when the cost of securing alternative proposals or quotations outweigh any potential cost savings of an alternative bid).

2. Other Government Contracts

The Board may purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let in a manner that constitutes competitive bidding consistent with New York State law and made available for use by other governmental entities. Any contracts used in this exception shall meet the following requirements:

- a. The contract must have been let by the United States or any agency thereof, or any state or any other political subdivision or district therein. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, or any state or any other political subdivision or district therein, would not fall within the exception.
- b. The contract must have been made available for use by other governmental entities (e.g. inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities). Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.
- c. The contract must have been let in a manner that constitutes competitive bidding generally consistent with GML § 103.

3. Board's Purchasing Objectives

The Board's purchasing activity will strive to meet the following objectives:

- (a) to effectively supply needed materials, supplies, and contracted services at the lowest prices possible consistent with the quality and standards needed;
- (b) to ensure that all purchases fall within the framework of budgetary limitations and are consistent with the goals of the Board;
- (c) to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
- (d) to ensure, through the use of proper internal controls, that loss and/or diversion of Board property is prevented.

APPENDIX A

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND
AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(6)(b)**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Board's procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

Instructions:

In connection with all proposals, bids, RFP's, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

Offerer affirms that it understands and agrees to comply with the Rochester Joint Schools Construction Board's Procurement Disclosure Policy, which Policy conforms to the requirements of State Finance Law §139-j (3) and §139-j(6)(b).

BY

*LEGAL NAME OF FIRM OR CORPORATION	AUTHORIZED SIGNATURE
ADDRESS	TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
CITY, STATE, ZIP CODE	TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

APPENDIX B

**OFFERER CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-K(5)**

By signing below, I certify that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

BY

*LEGAL NAME OF FIRM OR
CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

APPENDIX C

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

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

Address: _____

Name and Title of Person Submitting this Form:

Date: _____

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

(Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Date: _____

Signature: _____

APPENDIX D

STATEMENT OF NON-COLLUSION IN BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best knowledge and belief:

- .1 The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- .2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- .3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

FULL LEGAL NAME OF BIDDER

BY _____
AUTHORIZED SIGNATURE

ADDRESS
SIGNATURE/TITLE

TYPED NAME OF AUTHORIZED

CITY, STATE, ZIP CODE

TELEPHONE AND FACSIMILE NUMBERS

DATE

E-MAIL ADDRESS

APPENDIX E

Rochester City School Board Policy Manual, Policy 6725

Revised & Readopted Res. 2012-13: 104 (August 23, 2012)

RESPONSIBLE BIDDER

The Rochester City School District has developed the following guidelines for the determination of public works contract responsibility consistent with the duties of contracting agencies and the court interpretations of State law and regulations governing competitive bidding in the belief that the public interest will be served by the uniform application of these guidelines on District public works contracts:

1. In determining the responsibility of a bidder for a public works contract, the Director of Procurement and Supply may consider the following items:
 - a. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely competent, and acceptable manner. Evidence of such a lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidder's stock or equity; one or more negative performance evaluations by the bidder or other evidence of poor performance on a District project; failure to submit satisfactory evidence of insurance, surety bonds or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
 - b. Bidder's non-discrimination policies, regulations and practices; and demographic information regarding a bidder's full time work force.
 - c. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of a formal grant of immunity in connection with a criminal prosecution of the bidder, any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
 - d. Violations of safety and/or training standards as evidenced by a pattern of OSHA violations or the existence of willful OSHA violations.

- e. Willful noncompliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
 - f. Any other significant Labor Law violations, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
 - g. Any significant violation of the Workers' Compensation Law, including, but not limited to, the failure of a bidder to provide proof of workers' compensation or disability benefits coverage.
 - h. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
 - i. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, decertification, revocation or forfeiture of W/MBE status by New York State.
 - j. Any determination in a final order of the Commissioner of the New York State Division of Human Rights, other State or Federal agency, or dispositive decision or order of a court of law that the bidder engaged in discriminatory or unlawful conduct under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 1981, 1983, 1985 and 1988, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Equal Pay Act, the New York Human Rights Law, Civil Service Law, Social Services Law or any other State or Federal statute or regulation intended to protect the civil rights of individuals.
 - k. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the District of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
 - l. In addition to the factors specified above, the Director of Procurement and Supply may also give due consideration to any other factors considered to bear upon bidder responsibility, including, but not limited to, any mitigating factors brought to the District's attention by the bidder.
2. The District shall require that all bidders complete a sworn statement on all public works contracts. The sworn statement shall require that the bidder provide, among other things, information regarding its: ownership, management and affiliation; demographic information with regard to its full time work force; prior judgments,

violations and penalties; prior contracts and subcontracts; current construction projects and prior experience and skills.

3. If a bidder's sworn statement or credible information obtained from other sources available to the District causes the Director of Procurement and Supply to conclude that there is reasonable cause to believe that the bidder is not a responsible bidder, the Director of Procurement and Supply shall direct that a hearing be conducted to determine whether the bidder does not qualify as a responsible bidder under this Policy and the General Municipal Law, and shall so notify the bidder. The bidder shall be notified in writing of the date of the hearing and the bidder and the District shall be permitted to offer witnesses and other evidence. The hearing shall be conducted by a hearing officer or arbitrator ("Arbiter") selected by the District who shall issue a written decision after the completion of the hearing. In determining whether the bidder is not a responsible bidder, the Arbiter shall rely on the criteria set forth in this Policy and the requirements of the General Municipal Law. If the Arbiter determines that the bidder is not a responsible bidder, the Arbiter shall determine the period of time that the bidder shall be ineligible for work on public works projects of the District.
4. This policy is to take effect immediately.