MONROE COUNTY WATER AUTHORITY

CODE OF ETHICS POLICY
(READOPTED NOVEMBER 2025 2026

ARTICLE 1
PURPOSE

As a public benefit corporation, the Monroe County Water Authority (the "Authority") must conduct its operations in a manner that best serves the interests of its customers and the general public. The Authority expects all Members, officers and employees to observe high ethical standards of conduct in the performance of their duties, comply and cause the Authority to comply with all laws and regulations governing business transactions, and use and cause the Authority to use Authority funds and assets only for legal and appropriate public purposes.

This Code of Ethics governs the day-to-day actions of all Members, officers and employees of the Authority. To the extent that a matter falls within the scope of both this policy and the Authority's Conflicts of Interest Policy or Whistleblower Policy, the provisions of the Conflicts of Interest Policy or the Whistleblower Policy, respectively, shall govern.

ARTICLE 2
POLICIES

1. **Discharge of Duties**

In the course of performing his or her duties, Members, officers and employees shall:

(a) endeavor to perform the duties of their positions to the best of their ability in furtherance of the Authority's public purposes;

(b) uphold high standards of dedicated public service;

(c) support and encourage fellow employees in the proper execution of their duties; and

(d) when a question of conduct or regulation occurs, seek the advice of a supervisor, the Authority's attorneys or the Authority's independent Ethics Board (formed pursuant to Article 4 hereof).

2. **Prohibited Conduct**

In the course of performing his or her duties, Members, officers and employees shall not:

(a) receive any compensation for or have an interest, financial or otherwise, direct or indirect, or incur any obligation that is in substantial conflict with the proper discharge of their duties to the Authority;

(b) engage in other employment that might impair the independence of their judgment in the execution of their duties with the Authority;

(c) disclose confidential information acquired in the course of official duties nor use such confidential information to further their own personal financial interests;

(d) directly or indirectly solicit or accept any gifts, entertainment, discounts, services, loans or anything of value totaling $75 or more in any calendar year from any supplier, significant commercial customer, or other persons with whom the Authority does business (gifts of $75 or more in value must be returned to the donor with the explanation that Authority policy will not permit acceptance of the gift; the Authority will reimburse the employee for the expense of returning gifts); and

(e) engage in conduct prohibited under the Authority's Whistleblower Policy.

3. **Specifically Prohibited Actions**

Unless otherwise permitted by the Ethics Board, no Member, officer or employee shall engage in the following actions to the extent they create a conflict of interest with the Authority's interest:

(a) receipt by a family member of a Member, officer or employee (family being defined as related by blood or marriage) of gifts or other items described in Section 2(d) of this Article 2;

(b) speculating or dealing in equipment, supplies, or materials normally purchased by the Authority;

(c) borrowing money from the Authority, suppliers, significant commercial customers, individuals or firms with whom the Authority does business (loans or mortgages from banks or individuals doing business with the Authority are exempted if the terms are at current rates and the customary collateral for such transactions is provided);

(d) acquiring an interest in real estate in which it is known that the Authority also has a current or anticipated interest;

(e) misusing information to which the individual has access by reason of his or her position – such as by disclosing confidential information (of a technical, financial or business nature) to others outside or inside the business (whether or not a consideration is received), or using such information for his or her own or family's (as previously defined) benefit;

(f) soliciting funds or other items of value from Authority vendors, suppliers or consultants for oneself or to benefit any other organization, club or person, whether such other persons or entities are charitable, religious or profit-making;

(g) serving as an officer, director or manager with another company or business organization directly or indirectly related to the Authority without specific authorization from the Authority; and

(h) representing current or potential customers to submit applications, plans or other compliance information to the Authority for approval.

The foregoing list does not encompass every situation that may lead to a conflict.

4. **Duty to Disclose**

Each Member, officer and employee shall have the duty to report to the Ethics Board (as defined below) in writing any violation or possible violation of the terms of this Policy, including without limitation instances of conduct prohibited by this Article 2. The following describes some, but not all, situations that must be disclosed:

(a) engaging in activities as an individual or as the holder of more than a one percent financial interest, directly or indirectly (as an owner, stockholder, securities holder in a publicly owned corporation, partner, joint venturer, creditor, guarantor, director, trustee or beneficiary of a trust), in or with a firm that (i) provides services or supplies materials or equipment to the Authority or (ii) to which the Authority makes sales or provides services;

(b) serving as an employee, owner or consultant of another organization providing goods and/or services to the Authority or one or more of the Authority's significant commercial customers, or functioning individually and providing said services to the Authority or one or more of the Authority's significant commercial customers;

(c) membership on or employment with any entity where such employment, service or membership is incompatible with the proper discharge of official duties, or would impair independent judgment or action in the performance of official duties; and

(d) selling goods, services or other items of value to Authority vendors, suppliers or consultants for oneself or to benefit any other organization, club or person, whether such other persons or entities are charitable, religious or profit-making.

5. **Nepotism Policy**

(a) Any person living in the same household as a current Member, officer or employee and any person who is a direct descendant of a current Member, officer or employee's grandparents (e.g. siblings, parents, children, nieces, nephews, cousins, etc.) or the spouse of such descendant (individually and collectively, a "Relative") may be considered for a permanent position only if all of the following conditions are met:

- The Relative is an appointment from a Civil Service List.
- There will be no supervisory relationship between the Relative and the current Member, officer or employee.
- The Relative and the current Member, officer or employee will not work in the same department.
- The Executive Director, with the advice of the Department Heads, has approved the hiring of the Relative.

(b) If current Members, officers or employees marry, it may be necessary for the Authority to reassign one or both individuals, particularly in the case of close working, or direct supervisory relationships.

(c) A Relative may be considered for summer or temporary employment only if all of the following conditions are met:

- There will be no supervisory relationship between the Relative and the current Member, officer or employee.

- The Relative and the current Member, officer or employee will not work in the same department.

(d) In no event shall a current Member, officer, or employee participate in any decision to hire, promote, discipline, or discharge a Relative.

ARTICLE 3
DISCLOSURE STATEMENTS

On an annual basis, the Authority shall obtain a completed financial disclosure statement (in the form set forth as Exhibit A attached hereto, a "Disclosure Statement") from each Member, the Executive Director, the Executive Staff, and any employees with authority to approve purchases of amounts greater than $1,000.

ARTICLE 4
PROCEDURES

1. Ethics Board

The Authority shall establish an Ethics Board comprised of three persons not employed by the Authority. The Members of the Authority shall appoint the members of the Ethics Board on an annual basis. The Ethics Board shall interpret and make recommendations to the Authority regarding any question under or purported violation of this Policy and any statutory enacted ethics standards affecting Members, officers and employees.

Annually, the Ethics Board shall review the completed Disclosure Statements to identify businesses with direct or indirect ties to Members; officers and/or employees of the Authority. The Ethics Board shall determine whether any of these relationships warrant placing the business on a list of businesses that the Authority will not hire (the "Prohibited Contractors List"). In making its determination, the Ethics Board shall assess the nature of the relationship between a Member, officer or employee and an outside business. The Prohibited Contractors List shall include only those businesses where the relationship could lead to ethics problems (e.g., if a relative owns a business that could supply goods or services to the Authority). In contrast, the Prohibited Contractors List shall not include businesses where the potential for ethics problems is minimal (e.g., where a relative is a clerical, ministerial or low-level management employee at an existing or potential vendor, lacks the power to influence the relationship between the business and the Authority and did not obtain his or her position as a means to influence a Member, officer or employee of the Authority).

2. Powers of Ethics Board

At its discretion, the Ethics Board may recommend to the Authority appropriate disciplinary action, which may include, but is not limited to, a reprimand, suspension or termination of employment. Any such recommendation will only be final after any hearing required by Section 75 of the Civil Service Law or any applicable Collective Bargaining Agreement.

ARTICLE 5
ONE-YEAR MORATORIUM

No person who has served as a Member or officer of the Authority shall within a period of one year after the termination of such service or employment render services before the Authority or receive compensation for any such services rendered on behalf of any person, firm, corporation or association in relation to any case or transaction with respect to which such person was directly concerned, or participated in, during the period of his or her service with the Authority.

Notwithstanding the foregoing, the one-year moratorium shall not apply to (i) normal business issues arising as a result of the person's status as a water customer of the Authority and (ii) professional services provided by such person pursuant to a written agreement with the Authority, to the extent such agreement is otherwise consistent with this Code of Ethics.

ARTICLE 6
DISTRIBUTION OF THIS POLICY

This Code of Ethics shall be distributed to each Member, officer and employee of the Authority annually. It shall also be distributed to each new Member, officer and employee as soon as practicable following commencement of such position.

MONROE COUNTY WATER AUTHORITY
CONFLICTS OF INTEREST POLICY
READOPTED NOVEMBER 2025 2026

ARTICLE 1
PURPOSE

The purpose of this Conflicts of Interest Policy is to protect the Authority's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Member, officer or employee of the Authority. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to the Authority.

A conflict of interest is just one example of a violation of ethical conduct. This policy is intended to complement the Authority's Code of Ethics Policy by providing specific procedures to deal with conflicts of interest. To the extent that a matter falls within the scope of both this policy and the Authority's Code of Ethics Policy, the provisions of this Conflicts of Interest Policy shall govern.

ARTICLE 2
PROHIBITION AGAINST CONFLICTS

Section 1107 of the New York Public Authorities Law sets forth the following requirements with respect to conflicts of interest:

> It shall be a misdemeanor for any of the members of the authority, or any officer, agent, servant or employee thereof, employed or appointed by them to be in any way or manner interested directly or indirectly in the furnishing of work, materials, supplies or labor, or in any contract therefore which the authority is empowered by this title to make.

In the event the Authority discovers a violation of the above provision, the Authority shall conduct an investigation and, if warranted, report the offense to the Inspector General of the State of New York.

This policy provides additional guidance regarding real or potential conflicts of interest, including circumstances not within the scope of Section 1107 of the New York Public Authorities Law.

ARTICLE 3
DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1. Interested Person

This includes any Member, officer, employee or member of a committee with Member-delegated powers who has a direct or indirect Financial Interest, as defined below.

2. Financial Interest

A person has a Financial Interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in, or employment with, any entity with which the Authority has a transaction or arrangement, or

(b) a compensation arrangement with any entity or individual with which the Authority has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. Under Article 4, Section 2, a person who has a Financial Interest may have a conflict of interest only if the appropriate body determines that a conflict of interest exists. As described in the Authority's Code of Ethics Policy, no conflict of interest exists where a Financial Interest arises solely from a relative that holds a clerical, ministerial or low-level management position with an existing or potential vendor, lacks the power to influence the relationship between the business and the Authority and did not obtain his or her position as a means to influence a Member, officer or employee of the Authority.

ARTICLE 4
PROCEDURES

1. Duty to Disclose

An Interested Person must disclose the existence of his or her Financial Interest and all material facts surrounding the Financial Interest to the Executive Director, the Chairperson of the Authority or the independent Ethics Board formed pursuant to Article 4 of the Authority's Code of Ethics Policy.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the recipient shall consult with counsel and either render a written decision or refer the matter to the independent Ethics Board.

3. Procedures for Addressing a Conflict of Interest

(a) An Interested Person may make a presentation to the Executive Director, the Chairperson of the Authority or the Ethics Board.

(b) The ruling person or body shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the ruling person or body shall determine whether the Authority can obtain an equal or more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(d) If an equal or more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the ruling person or body shall refer the matter to the independent Ethics Board to determine whether the transaction or arrangement should proceed or be terminated. A ruling to proceed shall include a determination that the transaction or arrangement is in the Authority's best interest, is done for its own benefit and is fair and reasonable to the Authority.

(e) Notwithstanding the foregoing, the provisions of Article 2 hereof shall govern any violations of Section 1107 of the New York Public Authorities Law.

4. Violations of the Conflicts of Interest Policy

(a) If the ruling person or body has reasonable cause to believe that an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the response of the Interested Person and making such further investigation as may be warranted in the circumstances, the ruling person or body determines that the Interested Person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE 5
RECORDS OF PROCEEDINGS

The ruling person or body shall keep records of all proceedings, including:

1. the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial

Interest, any action taken to determine whether a conflict of interest was present, and the ruling person or body's decision as to whether a conflict of interest in fact existed.

2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken or written rulings made in connection therewith.

ARTICLE 6
ANNUAL STATEMENTS

Each Member and officer shall annually sign a statement affirming that such person has:

(a) received a copy of the conflicts of interest policy,

(b) read and understands the policy, and

(c) agreed to comply with the policy.

The Authority shall furnish all other employees with a copy of this Conflicts of Interest Policy on an annual basis.

MONROE COUNTY WATER AUTHORITY
SOFTWARE CODE OF ETHICS POLICY
(READOPTED ~~NOVEMBER 2025~~)
NOVEMBER 2026

ARTICLE 1
PURPOSE

At the Monroe County Water Authority (the "Authority"), we utilize information technology necessary for the Authority's operations, including software. As part of the Authority's information systems, we acquire and license software from select third party software publishers and trade associations (collectively, the "Software Vendors"). All employees and personnel of the Authority are required to respect the copyrights, software licensing rights, and property rights held by the Software Vendors, in accordance with applicable federal and State copyright laws. To that end, all employees and personnel that utilize software in the course of performing his or her duties must comply with the terms and conditions of this Software Code of Ethics Policy (the "Policy").

ARTICLE 2
POLICIES

1. **General Software Ethics Policy.**

The Authority adopts the following as its general statement of its software ethics policies:

Unauthorized duplication of copyrighted software violates the law and is contrary to our organization's standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrences:

- We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
- We will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all our electronic devices.
- We will comply with all license or purchase terms regulating the use of any software we acquire or use.
- We will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

2. **Specific Terms and Conditions.**

In the course of performing their duties, all employees and personnel shall observe the following policies:

- We must use software in accordance with the provisions of all applicable software contracts and/or license agreements between the Authority and the Software Vendors.
- We must use software in compliance with all applicable State and federal copyright laws.

- We may not make unauthorized copies of the Authority's software. Any duplication of copyrighted software, except for back up and archival purposes, is prohibited.

- We may not use or copy any illegal software onto any of the Authority's electronic devices.

- Any employee or personnel who is unsure of the scope of a given software license or software agreement must contact the Authority's Information Technology Department to inquire about copyright compliance.

3. **Compliance by Authority Employees and Personnel.**

All employees and personnel shall sign the acknowledgement set forth below stating that he or she has received a copy of and agrees to comply with this Policy. Each signed acknowledgement will be filed with the Authority's Human Resources Department.

Any violation of this Policy by an employee or personnel, including, but not limited to, illegally copying or using software, may result in disciplinary action, up to and including termination of employment, as determined in the Authority's sole discretion.

ARTICLE 3
DISTRIBUTION OF THIS POLICY

This Policy will be distributed to each employee and personnel of the Authority annually. It will also be distributed to each new employee and personnel as soon as practicable following commencement of such position.

ARTICLE 4
ACKNOWLEDGEMENT BY EMPLOYEES AND PERSONNEL

I acknowledge the receipt of the Authority's Software Code of Ethics Policy. I further acknowledge that I have read the Policy and agree to abide by its terms and conditions. I understand that the Authority may, in its discretion, monitor my use of software and that any violation of this Policy will be investigated by the Authority and may result in disciplinary action, including, but not limited to, termination of my employment. I understand that certain violations of this Policy may also subject me to civil or criminal prosecution in accordance with State and federal copyright laws.

By signing below, I understand that my use of software is subject to certain federal and State copyright laws as well as the Authority's Policy, which prohibit the unauthorized copying and use of software programs. I agree to comply with such laws and Policy.

Name: _____ Signature: _____

(Please Print)

Date: _____

MONROE COUNTY WATER AUTHORITY
WHISTLEBLOWER POLICY
READOPTED ~~NOVEMBER 2025~~ NOVEMBER 2026

The Monroe County Water Authority (the "Authority") provides whistleblower protection that complies with Section 75-b of the New York Civil Service Law and the recommendations of the New York State Authorities Budget Office.

ARTICLE 1
DEFINITIONS

These terms have the meanings set forth below:

1. **Authority employee**

Any Member, officer and employee employed at the Authority, whether full-time, part-time, employed pursuant to contract, employees on probation and temporary employees.

2. **Ethical violation**

Any instance of conduct prohibited under the Authority's Code of Ethics Policy or other misconduct, malfeasance, or inappropriate behavior by an Authority employee.

3. **Good faith**

Information concerning potential wrongdoing is disclosed in "good faith" when the Authority employee making the disclosure reasonably believes such information to be true and reasonably believes that it indicates potential wrongdoing.

4. **Personnel action**

Any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.

5. **Whistleblower**

Any Authority employee who in good faith discloses information to the Authority or another governmental body concerning wrongdoing by another Authority employee, or concerning the business of the Authority itself.

6. **Wrongdoing**

Any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by an Authority employee that relates to the Authority.

ARTICLE 2
REPORTING WRONGDOING

All Authority employees who discover or know about potential wrongdoing concerning: (i) another Authority employee; (ii) a person having business dealings with the Authority; or (iii) the Authority, and who seek to disclose such information must do so in accordance with the following procedures:

1. An Authority employee seeking to disclose wrongdoing must disclose any information concerning such wrongdoing either orally or in a written report to a supervisor, the Authority's independent Ethics Board, the Authority's attorneys or a human resources representative. If an Authority employee believes in good faith that disclosing information concerning wrongdoing within the Authority would be wholly ineffective or lead to an adverse personnel action, he or she may instead disclose such information to the New York State Authorities Budget Office (toll free number 1-800-560-1770) or, if applicable, a law enforcement agency.

2. All Authority employees who discover or know about wrongdoing will report such wrongdoing in a prompt and timely manner.

3. To the greatest extent possible, the Authority will keep confidential the identity of the whistleblower and the substance of his or her allegations.

4. Authority personnel and advisors who receive reports of wrongdoing will investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or, if applicable, a law enforcement agency.

ARTICLE 3
NO RETALIATION OR INTERFERENCE

1. No Authority employee will retaliate against any whistleblower for disclosing potential wrongdoing, whether by threat, coercion, or abuse of authority.

2. No Authority employee will interfere with the right of any other Authority employee by any improper means aimed at deterring disclosure of potential wrongdoing.

3. No whistleblower will suffer harassment, retaliation or adverse personnel action. Any attempts at retaliation or interference against a whistleblower are strictly prohibited.

4. The Authority or other appropriate body will thoroughly investigate all allegations of retaliation against or interference with a whistleblower seeking to disclose potential wrongdoing.

5. Any Authority employee who retaliates against a whistleblower or attempts to interfere with a whistleblower's attempted disclosure will be subject to discipline by the Authority, which may include termination of employment.

6. Irrespective of the outcome of the initial complaint, the Authority will treat any allegation of retaliation or interference by an Authority employee as a separate matter to be taken and treated seriously.

ARTICLE 4
OTHER LEGAL RIGHTS NOT IMPAIRED

This Whistleblower Policy is not intended to limit, diminish or impair any other rights or remedies that an Authority employee may have under the law regarding disclosing potential wrongdoing free from retaliation or adverse personnel action, including but not limited to: Section 75-b of the New York Civil Service Law, Section 740 of the New York Labor Law, Section 191 of the New York State Finance Law, and Section 55(1) of the New York Executive Law.

Regarding any rights or remedies that an Authority employee may have under Section 75-b of the New York Civil Service Law or Section 740 of the New York Labor Law, any Authority employee who wishes to preserve such rights must (prior to disclosing information to the Authority or other government body) have made a good faith effort to provide the "appointing authority" (as defined in Section 2(9) of the New York Civil Service Law) or his or her designee the information to be disclosed, and must provide the appointing authority or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety.

ARTICLE 5
DISTRIBUTION OF THIS POLICY

The Authority will distribute this Whistleblower Policy annually to each Member, officer and employee and to each new Member, officer and employee as soon as practicable following commencement of such position.

MONROE COUNTY WATER AUTHORITY
DISPOSAL GUIDELINES
READOPTED NOVEMBER ~~2025~~ NOVEMBER 2026

The Monroe County Water Authority (the "Authority"), a New York public benefit corporation, in compliance with the New York State Public Authorities Law, has established these Guidelines for the Disposal of Property (the "Guidelines").

These Guidelines shall apply to the disposal of real property and personal property throughout the year following their adoption and until such time as the Authority adopts new or revised Guidelines. The Members of the Authority shall review and approve of these Guidelines, with any necessary modifications and revisions, on a no less than annual basis.

1. Designation of Contracting Officer

The Authority hereby designates Larry Magguilli as the Authority's Contracting Officer, in compliance with the provisions of New York State Public Authorities Law. The Contracting Officer shall hold this position until the Members of the Authority designate a new Contracting Officer or until such time as the Members adopt new Disposal Guidelines.

The Contracting Officer shall be responsible for the administration and implementation of these Guidelines. The Contracting Officer shall cause these Guidelines to be posted on the Authority's website so that they are available to the general public.

2. Application of Guidelines

The procedures outlined in these Guidelines shall apply to the Authority's disposal from time to time of all personal property having a fair market value at the time of disposal of more than five thousand dollars ($5,000.00) and all interests in real property. In addition, these Guidelines contain procedures governing the disposal of property for less than fair market value. As used in these Guidelines, "property" shall include personal and real property. Personal and real property are distinguished from each other as appropriate in some Sections of these Guidelines.

The Authority shall dispose of personal property with a fair market value at the time of disposal of five thousand dollars ($5,000.00) or less under the terms of the Authority's Policy for Tracking and Disposal of Fixed Assets.

3. Purpose

The Authority has adopted these Guidelines to comply with the provisions of NYS Public Authorities Law and to realize a favorable return on the disposal of Authority property.

4. Fair Market Value

Before disposing of property, the Contracting Officer shall take reasonable measures to determine the fair market value of the property to be disposed. The fair market value of property that (i) is unique in nature, or (ii) due to unique circumstances of the proposed transaction, is not readily valued by reference to an active market for similar property, shall be determined through an appraisal by a qualified professional. Prior to its disposal, the fair market value of all real property shall be established by an appraisal conducted by a qualified professional.

5. Advertised Bid

All disposals of Authority property shall be made after public advertisement for bids for the purchase of Authority property. The Contracting Officer shall order the advertising for bids in such a manner and in such publications as the Contracting Officer deems reasonably necessary to permit full and fair competition for the property consistent with the fair market value and nature of the property.

All advertisements for soliciting bids on Authority property shall state the method, place and deadline for the submission of bids, and request any other information the Contracting Officer deems necessary to evaluate bids being solicited.

All advertisements and announcements soliciting bids shall state the place and time at which the content of all bids received for the property advertised shall be publicly disclosed. The content of all bids received shall be publicly disclosed as announced in the solicitation for bids.

6. Award of Property Subject to Bid

Award of the property for which bids have been solicited shall be made within a timeframe reasonable for the evaluation of the bids received. The Contracting Officer shall evaluate the bids and select the bid most advantageous to the Authority based upon (a) conformance with the invitation for bids, (b) the terms, including but not limited to the price offered, and (c) any other factors that warrant consideration.

Notwithstanding the foregoing, the Authority may reject as inadequate all bids received in response to a particular solicitation for bids if the Contracting Officer deems that it is in the best interest of the Authority to reject all bids.

7. Notification of Successful Bid

The Authority shall notify the successful bidder in writing of the Authority's acceptance of the bid. This notice shall contain a description of the property, the amount of the successful bid and any other material terms of the bid. The bidder shall be required to make payment to the Authority Treasurer in a form and on terms acceptable to the Authority before taking possession of the property.

The Authority shall gather the following information regarding any successful bidder: name, address, phone number.

The Authority shall provide to the successful bidder a deed, bill of sale, lease or other appropriate instrument adequate to transfer to the successful bidder the interest in the property.

8. Contracts to Dispose of Property

The Authority may solicit bids for contracts to dispose of the Authority property covered by these Guidelines. In the event that the Authority determines that the services of a company are necessary to assist the Authority in disposing of certain of its property, the Authority shall follow the same procedures in selecting an organization to dispose of property as the Authority follows under these Guidelines for disposal of property through advertised bid.

9. Disposal of Property by Negotiation

The Authority may dispose of property through negotiation or by public auction without regard to the above described procedures if the Contracting Officer determines that any of the following conditions exist:

(a) introduction into the market of the personal property to be disposed of would adversely affect the state or local market for that kind of property due to the property's artistic qualities, antiquity, historical significance, rarity, or other quality (separate from the property's utilitarian purpose), and a fair market price and other terms for the sale of the personal property can be obtained through negotiation;

(b) the fair market value of the property does not exceed fifteen thousand dollars ($15,000);

(c) prices for the property that were obtained by advertised bid were not reasonable or the bid process did not generate open competition;

(d) disposal of the property to the state or any political subdivision at fair market value can be arranged through negotiation;

(e) the property is being disposed of for less than fair market value under the circumstances set forth in Section 11 of these Guidelines; or

(f) such action is otherwise authorized by law.

10. Documentation of Disposal by Negotiation

The Contracting Officer shall cause to be prepared an explanation of the circumstances of the disposal when property is disposed of through the negotiation process described in Section 9, and any of the following are true:

(a) personal property disposed of has an estimated fair market value in excess of fifteen thousand dollars ($15,000);

(b) real property sold has an appraised value in excess of one hundred thousand dollars ($100,000.00);

(c) real property leased has an estimated annual fair market rent over the term of the lease in excess of fifteen thousand dollars ($15,000.00);

(d) the personal or real property has been disposed of by exchange; or

(e) any part of the consideration for the property disposed of consists of real property.

Not less than ninety (90) days prior to the scheduled date of any transaction under Section 9 and 10 of these Guidelines, the Contracting Officer shall provide the following information to the members of the Authority (the "Members"), the Office of the State Comptroller, the New York State Director of the Budget, the New York State Commissioner of General Services, the New York State Authorities Budget Office, and the New York State Legislature c/o the Speaker of the House and the Senate Majority Leader:

(a) description of the parties involved in the property transaction;

(b) justification for disposing of the property by negotiation;

(c) identification of property, including its location;

(d) estimated fair market value of the property;

(e) proposed sale price of the property;

(f) size of the property; and

(g) expected date of sale of the property.

11. Disposal of Property for Less than Fair Market Value (Effective March 1, 2010)

The Authority may sell, lease or otherwise alienate an asset owned, leased or otherwise in the Authority's control for less than fair market value only if the Contracting Officer determines that any of the following conditions exist:

(a) the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;

(b) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or

(c) the Authority seeks to transfer the asset to a non-governmental entity, the disposal is not consistent with the Authority's mission, purpose or governing statutes, and the Authority either:

i. provides written notification to the Governor, the Speaker of the Assembly, and the temporary President of the Senate, and all such recipients fail to deny the proposed transfer within the applicable time period as set forth in Section 2897 of the Public Authorities Law; or

ii. the transfer is of property obtained by the Authority from a political subdivision where the Authority resides and is approved in accordance with Section 2897(7)(iii) of the Public Authorities Law.

For each proposed transfer of an asset below fair market value, the Contracting Officer shall provide the following information to the Members and to the public:

(a) a full description of the asset;

(b) an appraisal of the fair market value of the asset and any other information establishing the fair market value requested by the Members;

(c) a description of the purpose of the proposed transfer and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including, without limitation:

i. the kind, number, location, wages or salaries of jobs created or preserved that are required by the transfer; and

ii. the benefits, if any, to the communities in which the asset is situated that are required by the transfer;

(d) a statement of the value to be received compared to the fair market value;

(e) the names of any private parties participating in the transfer and a statement of the value to the private party; and

(f) the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.

The Members shall consider the foregoing information before approving the disposal of any property for less than fair market value. The Members shall also make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose. The reporting requirement of this Section 11 is in addition to the reporting requirements of Section 9 and 10 of these Guidelines, as applicable.

12. Yearly Property Report

Each year the Contracting Officer shall publish a report listing all of the real property of the Authority to the extent permitted under applicable laws and regulations governing homeland security. The report will list and fully describe all real and personal property disposed of by the Authority during the previous twelve-month period.

The report shall contain a full description of each item of property disposed of, the price received by the Authority and the name of the individual(s) or entity that purchased the property.

The Contracting Officer shall cause the report to be delivered to the Office of the State Comptroller, the New York State Director of the Budget, the New York State Commissioner of General Services, the New York State Authorities Budget Office and the New York State Legislature c/o the Speaker of the House and the Senate Majority Leader.

The Contracting Officer shall publish the report on the Authority's website.

13. Annual Report to the New York State Authorities Budget Office

The Authority will include in its Annual Report, in addition to providing the information contained in the Yearly Property Report described above, a listing and description of all real property disposed of by the Authority during such year having an estimated fair market value in excess of Fifteen Thousand and No/100 Dollars ($15,000.00). The Annual Report must include, at a minimum, the price received by the Authority and the name of the purchaser for all property sold. The Annual Report shall also contain a description of all assets, services or both assets and services that are sold by the Authority without competitive bidding, which description shall include the following:

(a) the nature of those assets and/or services;

(b) the names of the counterparties; and

(c) where the contract price for assets that are sold by the Authority is less than fair market value, then a detailed explanation of the justification for making such sale without competitive bidding will be provided along with a certification by the Executive Director and Director of Finance and Business Services stating that they have reviewed the terms of the sale and determined that it complies with the applicable law and the Authority's procurement guidelines.

The Authority shall cause its Annual Report to be delivered to the County Executive, the Chief Financial Officer, the President of the Monroe County Legislature and the Authorities Budget Office within ninety (90) days after the end of the Authority's fiscal year.

The Authority shall publish its Annual Report on the Authority's website.

MONROE COUNTY WATER AUTHORITY
POLICY REGARDING ACQUISITION AND ASSIGNMENT OF MOBILE COMMUNICATION DEVICES
READOPTED NOVEMBER 2026

The following paragraphs set forth the policy for acquisition and assignment of mobile communication devices ("MCD's") by the Monroe County Water Authority (the "Authority").

1. **Business Purpose.** The Authority conducts business in Monroe County and portions of each adjacent county. To facilitate communication with and between its employees, the Authority regularly acquires and issues to authorized employees various MCD's. For purposes of this policy, the term "mobile communication devices" includes cellular telephones, personal digital assistants, and similar electronic devices.

2. **Authorization.** Each Department Head shall determine for each employee whether such person's work assignment and duties require regular communications with the Authority, other employees or third parties, and whether providing such employee with a MCD would facilitate the business purposes of the Authority.

3. **Employee MCD Selection Options.** After authorization by the Department Head, the employee will have two choices;

   Option 1: **MCWA-Owned MCD** - The Authority will authorize assignment of a MCWA-owned device to such employee. Under this option, the MCWA-owned MCD may be used for business purposes only. Personal use of a MCD may result in disciplinary action.

   MCD Assignment: The employee will submit the completed and approved Mobile Communication Device Authorization Form to the Purchasing Agent to be assigned a MCD (or to maintain an existing MCD).

   MCD Usage: The Authority shall issue MCD's for business-related purposes and reserves the right to cancel MCD service and recover MCD's at any time.

   Monitoring MCD Usage: The Director of Finance or the Deputy Executive Director shall establish such procedures or guidelines as may be necessary to carry out this policy. Such procedures shall include (i) a process for monitoring the MCD usage to ensure that the employee has no personal usage, and (ii) periodic evaluations of whether MCD's previously issued continue to be needed and whether the rate plans previously selected continue to provide value.

   Option 2: **Employee-owned MCD with MCD Allowance** - The employee may elect to maintain and use his/her personal MCD for business-related purposes and be eligible for an MCD monthly allowance. The allowance is based on a portion of MCWA's contract rate. The employee's MCD allowance is considered a working condition fringe benefit and currently is tax exempt.

   The employee may elect to assume the contract of an existing MCWA phone number or may work with the service carrier of his/her choice to obtain service.

Application for Allowance: The employee will submit the completed and approved **Mobile Communications Device Allowance Authorization Form** to the Human Resources department to set up payment.

Payment will be made as an addition to the employee's regular salary payment. Payment for monthly service allowance will be once a month. Note that the allowance does not constitute an increase in base pay and will not be included in any percentage calculations for increasing the employee's salary base.

Notice of Change: Once it is determined that the allowance is authorized and payment starts, the employee is required to notify his/her supervisor if the phone number changes.

Purchase of MCD Equipment: The employee is responsible for the purchase of MCD equipment (MCD, charger, ancillary equipment, etc.).

4. **Department Responsibilities and Documentation Requirements.** Regardless of the MCD option chosen by the employee, Human Resources must maintain a file containing the original of each MCD Authorization Form. It is the Department Head's responsibility to review MCD needs in his/her department on an annual basis.



PURCHASING & PROCUREMENT

GUIDELINES

Laurie Neff
Purchasing Manager

Revised ~~November 2025~~~~August~~ November 2026

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MONROE COUNTY WATER AUTHORITY
SECTION 1: INTRODUCTION; PURPOSE

The Monroe County Water Authority ("MCWA") Purchasing and Procurement Guidelines (the "Guidelines") detail the operative policy and instructions regarding the use, awarding, monitoring and reporting of certain MCWA purchasing and procurement contracts. These Guidelines are intended to comply with applicable federal and New York State laws (including MCWA's enabling legislation), as well as MCWA's internal governance documents. To the extent the Guidelines are inconsistent with applicable laws, any such inconsistent provisions shall be superseded by the applicable law.

The terms "purchasing" and "procurement" describe the method by which MCWA acquires the goods and services necessary to fulfill its mission. These Guidelines provide comprehensive guidance to MCWA employees regarding the purchasing and procurement process. MCWA intends to acquire necessary goods and services in the most cost-effective manner by promoting full and open competition among potential vendors.

Certain specific objectives of these Guidelines are as follows:

1. To be a reference guide.
2. To specify general and specific procedures.
3. To define roles and responsibilities.
4. To document compliance with applicable laws and internal policies and procedures.

State Procurement Requirements: MCWA adopted a Procurement Disclosure Policy effective January 1, 2006 (annually reviewed and approved) that implements certain New York State Finance Law provisions. This policy governs most procurement transactions involving an estimated annualized expenditure of $20~~15~~,000 or more for any commodity, service, technology, public works, construction, reverse contract or the purchase, sale or loss of property. The policy governs the interaction between MCWA employees and potential vendors to set forth specific requirements regarding communications during the procurement process to provide for an open, transparent and fair procurement process. This policy is included as Appendix D.

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SECTION 2: DEFINITIONS

As used in these Guidelines, the following terms shall be given the following meanings (unless the context indicates otherwise):

Acceptance - An agreement to the terms of an Offer. An Offer must be accepted without changing or qualifying the terms of the Offer.

Best Value ~ The Best Value option may be used if it is more cost efficient over time to award the goods or service to other than the lowest responsive, responsible bidder or offerer if factors such as lower cost of maintenance, durability, high quality, and longer product life can be documented.

Bidder - Contractor, supplier, or vendor who responds to a competitive bid.

Commodity Orders - A type of Purchase Order that is used for items for which the price has been established by a request for Quotation or public bid for a period of one year. Commodity Orders in which prices are obtained by a quote can be extended for an additional two one-year terms. Commodity Orders in which prices are obtained by public bid can be extended for up to an additional four one-year terms. The purpose of the Commodity Order is to achieve cost savings on the purchase of high-volume, regularly used, low and high priced items; reduce paperwork; and facilitate a smooth work flow in the day-to-day operations of MCWA.

Blanket Purchase Orders - A type of Purchase Order that is used to make repetitive, low cost, low volume purchases or a number of single purchases that will cover a period of time.

Change Order - A formal notification and agreement between a buyer and a supplier that reflects changes to an existing Purchase Order or Contract.

Competitive Bid - A situation where any qualified supplier may submit a sealed bid to MCWA to supply goods and/or services at a firm price for a period set by the terms and conditions of the Contract. These bids are publicly advertised and awarded to the lowest responsive, responsible Bidder offering the same quality or better, meeting all terms and specifications, and submitting a sealed bid at the time, date and location listed in the bid.

A) Lowest Bidder - The Bidder that offers the lowest net price for the item specified and can deliver according to schedules set forth in the formal bid document.
B) Responsive Bidder - The Bidder has responded in accordance with the terms, conditions, and technical requirements of the bid and has signed all documents. Compliance is subject to the discretion of Purchasing or the department head.
C) Responsible Bidder - Any Bidder who has proven historically that such person or company can meet all the terms and conditions of the bid Proposal.

Confirming Order - When a supplier or vendor is given authorization to proceed with an order prior to the issuance of a Purchase Order. It should be used as an exception to expedite

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shipment for the start of work when time is of the essence or an emergency exists.

Conflict of Interest - MCWA employees involved in the purchase of goods or services shall abstain from any transactions with vendors that may be considered a conflict of interest. See MCWA's Code of Ethics and Conflict of Interest policies for further details.

Contract - A formal document signed by the vendor and authorized MCWA representatives that binds the parties in defining the goods or services to be rendered including terms and conditions of the procurement. Verbal agreements are not recommended. If so, they must be followed up in writing.

Contractor - Term used interchangeably with "Vendor" or "Supplier".

Department Head ~ Designated employees who supervise a department comprised of the Executive Director; Deputy Executive Director; Civil Engineer (Water Distribution/Director of Engineering); Director of Production/Water Supply; Director of Operations (Executive Director of Operations), Director of Facilities and Fleet Maintenance; Director of Finance and Business Services; and Personnel Manager/Director.

Designated Contact – See New York State Procurement Lobbying Law.

Emergency Purchase Order - A Purchase Order used when an unpredictable situation requires immediate action on MCWA's behalf.

F.O.B. Destination Freight Paid - "Free on Board". This term means that the shipper (the supplier in most cases) will pay the carrier for the shipment as part of its quoted cost. It is not MCWA property until it reaches the Authority. Also, the shipper will be responsible for making any claim for lost or damaged freight.

Impermissible Contact ~ See New York State Procurement Lobbying Law.

Manager/Supervisor - Designated employees who work under the direction of a Department Head and are given the ability to authorize purchases up to $1,000.

~~Micro Purchase Order ~ A document used to order/purchase items totaling less than $500, including freight. They are maintained by the various departments. No competing price quotes required but are encouraged. However, all purchases must be requisitioned, reviewed, and approved by the Department Head.~~

New York State Procurement Lobbying Law – Law passed in 2005 by the New York State Legislature as amendments to the State Finance Law (Section 139-j and 139-k) to reform the procurement process of governmental entities including the Authority concerning communications with potential vendors during the procurement process. Below are several important terms to understand:

- Designated Contact – The Executive Director and/or MCWA employee(s) designated by the Executive Director to receive all communications from Offerers.

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- Impermissible Contact – Occurs when contacts made by an Offerer fail to satisfy the requirements of Article 4 and Article 5 of the Authority Procurement Disclosure Policy. The most common examples are when an Offerer contacts MCWA personnel other than the Designated Contact(s) during the Restricted Period in an attempt to influence the procurement or when an Offerer attempts to influence the procurement in a manner that would result in a violation of the Authority's Code of Ethics or Conflicts of Interest Policy.
- Offerer – An individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity that contacts MCWA about a procurement during the restricted period about such procurement. (Note: This definition of Offerer is specific to NYS Finance Law. In other instances, this term may apply to any contractor, vendor or supplier making an offer to provide a service or product to the Authority).
- Record of Contact – Other than requests for bid documents, whenever an offerer contacts MCWA during the Restricted Period the contact must be documented and included in the formal procurement record.
- Restricted Period – Represents the time period from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority.

Offer - A promise to provide goods or services according to specified terms and conditions in exchange for material compensation.

Offerer – Entity who makes an offer. See New York State Procurement Lobbying Law for definition of Offerer under New York State Finance Law.

Official Newspaper - An official newspaper for advertising bids; currently, the Daily Record.

Prevailing Wage – The wage rate determined by the New York State Department of Labor (NYSDOL) that is required of contractors for public work projects in Monroe County.

Procurement Officer – See Article 3 in Appendix D.

Professional Service - A service that requires special or technical skill, training or expertise and that does not readily lend itself to competitive bidding. General guidelines for determining whether a service is a professional service are as follows:

1. Whether the service is subject to state licensing or testing requirements.
2. Whether substantial formal education or training is a necessary prerequisite to the performance of the service.
3. Whether the service requires a relationship of personal trust and confidence between

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the provider and MCWA officials.

Proposal - A formal written offer to provide goods or services at a specified total or unit cost.

Purchase Order - A legal document which sets the terms and conditions of order, delivery and payment. The wording must be specific enough to eliminate any questions as to the material terms. Once accepted, it becomes a binding contract.

Quotations – For purchases and services of less than $20~~15~~,000 and construction contracts of less than $5,000 the Authority is not required to formally advertise and accept sealed bids. Instead, Authority staff will seek to secure pricing in a less formal manner from a minimum of three vendors and award the purchase order to the lowest responsive, responsible vendor.

Record of Contact – See New York State Procurement Lobbying Law

Restricted Period – See New York State Procurement Lobbying Law.

RFQ/RFP - Request For Qualifications/Proposal - A written request seeking offers for professional services. This method promotes competition based on qualifications and other factors that go beyond just price. Price proposals can be solicited at the same time, or fees may be negotiated after selection of the most qualified provider.

Request for Quotatation – A written request seeking offers from prospective vendors. This method promotes competition based on price. The request shall state the specific terms and conditions of the proposed work.

Services – Applies to work provided to MCWA by contractors that are not professional in nature. Examples include janitorial, maintenance, construction, etc. For the most part, whereas professional services usually require an advanced degree (doctor, lawyer, accounting, engineer, accountant), persons providing "services" usually learn their craft through trade schools and apprenticeship programs.

Small Purchase Order - A document used to order/purchase items totaling less than $1,000. They are available in and maintained by the various departments. Items under $1,000 may be purchased at the Manager/Supervisor level. ~~If possible, three (3) Quotations (verbal or written) should be obtained for purchases between $500 and $1,000, including freight.~~

Sole Source of Supply - When goods or services are available from only one source. MCWA's records must indicate, without question, that there exists only one single supplier of the item or service. Sole source situations generally exist when an item is manufactured by only one firm, such as when a vendor has an exclusive franchise or distributorship for an item.

Solicitation - A request for Offers or Proposals, including telephone requests for price Quotations or Requests for Proposals.

Standardization - Allows for the standardization of common-use items purchased for MCWA. Providing the ability to achieve and maintain the required levels of compatibility,

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interchangeability, commonality and reference in the operational procedural material and technical field to attain interoperability.

State, County and Other Political Subdivision/District – MCWA can obtain needed items by use of contracts let by state or any political subdivision or district therein. The contract must be let in a manner that constitutes competitive bidding consistant with state law, and made available for use by other governmental entities. Purchases utilizing these contracts are not subject to competitive bidding.

Statement of Qualifications/Proposals - Written documents submitted in response to a RFQ/RFP, if so requested.

Supplier – Term used interchangeably with "contractor" or "vendor".

Taxes - As a public benefit corporation, MCWA is exempt from New York State sales tax and federal excise taxes. All MCWA purchase orders shall state these exemptions.

Unauthorized Purchase – Purchases made outside of normal Purchasing policies or procedures and not meeting the criteria of a legitimate emergency, sole source, or standardization. May result in disciplinary action.

Vendor – Individual or entity providing goods or services to MCWA. Term used interchangeable with "contractor" or "supplier".

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SECTION 3: RESPONSIBILITIES

The following describes the purchasing and procurement responsibilities of various MCWA personnel. The applicable MCWA department head or his or her designee shall coordinate any specific procurement with Purchasing .

Members (a.k.a. Board of Directors) - The Members of MCWA shall be responsible for:

1. Annual review and approval of these Guidelines and similar matters.
2. Award of construction contracts that exceed $5,000. (See Section 1108 of the New York Public Authorities Law.)
3. Approval of any purchases over $20~~15~~,000.
4. Approval of Professional Services over $20~~15~~,000.
5. Cumulative Change Orders that are over 10% of the total contract price and greater than $20~~15~~,000.
6. Any other items appropriately brought before such body.

Executive Director - The Executive Director shall be responsible for:

1. Implementation and compliance with procurement policies and procedures.
2. Approval of Professional Services under $5,000.
3. Approval of Professional Services over $5,000 and up to $20~~15~~,000, with notification to the Board of Directors.
4. Awarding contracts that do not require Board approval.
5. Execute/sign contracts that have been approved by the Board of Directors.
6. Approval of Procurement Officers (as such term is defined in MCWA's Procurement Disclosure Policy).

Purchasing Manager - The Purchasing Manager establishes and administers centralized purchasing services for all MCWA departments. The Purchasing Manager shall be responsible for:

1. Obtaining and analyzing prices for materials, equipment and services.
2. Compiling and maintaining a list of sources of supply for the items used by MCWA.
3. Acting as liaison with the vendors that service MCWA.
4. Handling mechanical operations of purchasing such as pricing, bidding, ordering, expediting and making adjustments.
5. Keeping confidential information and Quotations submitted by competing vendors until an award.

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Director of Finance & Business Services - The Director of Finance & Business Services and Accounting staff shall be responsible for:

1. Handling accounts payable.
2. Reporting and disclosing required financial information.
3. Reviewing invoices.
4. Oversees Purchasing.

Operating Departments - Each operating department shall request Purchasing to order goods and services. It shall advise Purchasing upon receipt of said items. Each operating department shall:

1. Anticipate requirements sufficiently in advance to permit Purchasing to do an efficient job of buying.
2. Make requisitions specific and clear in every detail
3. In cases where technical equipment, specifications, plans or designs are involved, indicate its requirements and coordinate with Purchasing to assure quality control.
4. Keep confidential information and Quotations submitted by competing vendors until an award.
5. Follow MCWA's Procurement Disclosure policies where applicable.
6. Determine the quality/quantity requirements for a particular purchase and involve Purchasing as necessary.
7. Check all deliveries within five (5) working days and make any necessary adjustments. Notify the vendor of any problems. When shipments are received, the department must note on all copies of the delivery receipt any damages observed. (Procedures for returning material will be addressed in Section 5M hereof).
8. When an order is complete, fill in receiving information on the bottom of the green copy of a Purchase Order, and sign and return to Purchasing with receiving slips.
9. Manage all facets of the procurement of professional service contracts and manage vendor compliance with contractual terms and obligations.

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SECTION 4: OVERVIEW & GENERAL RULES APPLICABLE TO PROCUREMENT OF GOODS AND SERVICES

A) Purchase Approvals

i. Authorized Approvals

All purchases and change orders need to be approved by an authorized manager/supervisor. The table below shows that as the level of expense increases, so does the level of management required to approve the purchase and change orders.

ii. Minimum approvals:

1. Less than $50 (Petty Cash)	1. As noted in Section 5-A
2. ~~Less than $500 (Micro PO)~~	2. ~~Supervisor~~ ~~Department Head~~
2~~3~~. Less than $1,000 (Small PO)	2~~3~~. Manager/Supervisor
3~~4~~. $1,000 to $5,000	3~~4~~. Department Head or Designee Purchasing
4~~5~~. $5,000 to $20~~15~~,000	4~~5~~. Director of Finance or Designee Department Head Purchasing
5~~6~~. $5,000 (Construction)	5~~6~~. Public Bid (Same as Item #7 below.)
6~~7~~. Over $20~~15~~,000 (Public Bid)	6~~7~~. Executive Director or Designee Department Head Purchasing and Board of Directors (After Bid Before Award)

iii. Multi-Year Contracts/ Purchases

For all multi-year contracts, the aggregate cost of the contract or purchase over the total term of the contract/purchase, shall determine the necessary level of approval.

~~iii.~~iv. Construction Change Orders Only

Change orders on construction contracts are to be made in the following manner:

- Cumulative change orders of 5% or less are to be approved by the Department Head.
- Cumulative change orders from 5-10% are to be approved by the Department Head, the Director of Finance and Business Services, and the Executive Director.
- Cumulative change orders above 10% and greater than $20~~15~~,000 shall be approved by the Board.

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B) Petty Cash - $50 Limit

MCWA shall reimburse employees from petty cash for purchases less than $50 upon presentation of a properly approved petty cash disbursement form with receipt attached. The following lists the petty cash funds currently maintained by MCWA, as well as the custodian of each fund:

General Offices – Cashier;
Production & Transmission - Department Secretary; and
Operations - Administration Office.

C) ~~Micro and~~ Small Purchase Orders

These orders are available in and maintained by the user's department.

D) Purchase Orders

i. Regular Purchase Orders

Purchase Orders will be issued by Purchasing as soon as possible after processing of an approved requisition. The Purchase Order is a six-part document:

- Original - mailed to the vendor.
- Copy 2 (marked "Acknowledgement Copy") - mailed to and acknowledged by vendor and returned to Purchasing.
- Copy 3 (marked "Accounting Copy") - forwarded to Accounts Payable.
- Copy 4 (marked "Purchasing Copy") - Purchasing's file copy.
- Copy 5 (marked "Departmental Copy") - forwarded to the requesting department for their files.
- Copy 6 (marked "Receiving Copy") - "green copy" is forwarded to the requesting department to be completed when all items are received or service is complete and sent back to Purchasing for processing of payment.

ii. Special Purchase Orders & Equipment Leasing

~~a. Micro Purchase Orders~~

~~Any purchase less than $500. No competing price quotes required but are encouraged. However, all purchases must be requisitioned, reviewed, and approved by the Department Head.~~

~~b.~~a. Small Purchase Orders

Any purchase ~~$500 to~~ less than $1,000, including freight, may be performed by the user's department. Multiple items of the same or similar nature can be purchased as long as their total cost is ~~between $500 and~~ less than $1,000, including freight. ~~When possible, three (3) quotations (verbal or written) should be obtained except for purchases under $500, including freight. For a single item or items under $500, no competition is required, but reasonable steps must be taken so that the price is fair and practical.~~ For purchases less than $1,000, it is not necessary to make documented price comparisons as long as the costs being incurred are reasonable. To be

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reasonable, a cost should not exceed what a prudent person would pay under the circumstances. To the maximum extent possible, departments should purchase from local vendors. When the order is complete, attach the invoice and the packing slip to one copy of the P.O. and forward it directly to Accounts Payable. Mark the account number on the invoice and include an approved signature.

~~c.~~b. Blanket Purchase Orders

The purpose of a blanket order is to reduce the paperwork associated with the buying of many low-cost and low-volume items and to facilitate a smooth workflow in the day-to-day operations of MCWA.

~~d.~~c. Commodity Purchase Orders

The purpose of a commodity order is to achieve cost savings on the purchase of high-volume, regularly used low and high priced items, reduce paper work, and facilitate a smooth work flow in the day-to-day operations of MCWA.

~~e.~~d. State, County and Other Political Subdivision/District Orders

A purchase order in which the prices come from a State, County and Other Political Subdivision/District makes it unnecessary for MCWA to bid or quote these items. Please note that appropriate approval is still required under Section 4(A).

~~f.~~e. Emergency Purchase Orders

In general, an emergency shall be classified as an unpredictable condition whereby the situation requires immediate action on MCWA's behalf.

~~g.~~f. Equipment Leasing

Equipment lease agreements shall not exceed five years and shall require the same process required for Quotations and purchases under 5C. If aggregate expenditures exceed $20~~15~~,000, the agreement shall be approved by the Board of Directors.

E) Specifications

i. Purpose

a. Best Value

Specifications serve to assist MCWA in obtaining the best value and in generating competition.

b. Sufficient Information

Since performance, quality, and service can be as important as price, the requesting department shall furnish Purchasing with proper specifications.

ii. Level of Quality

In considering and developing specifications, departments shall strive to avoid "deluxe" levels of quality. Instead, departments shall attempt to purchase standard grades of merchandise. The goal shall be to find a balance between quality and price, at all times consistent with providing a satisfactory level of service.

iii. Adequate Specifications

a. Bids and Quotations shall be based upon adequate specifications. Specifications shall serve as a basis for full and fair competitive bidding upon a common standard, and they shall be free from restrictions that would tend to stifle competition. Departments

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shall not design burdensome specifications solely for the purpose of eliminating competition other than suppliers of a particular brand name commodity.

b. Technical specifications must be supplied by the requesting department.

c. If the requesting department has brochures, specifications, etc., they shall forward the same to Purchasing with the requisition.

d. The requesting department shall provide Purchasing with a list of vendors to receive a request for quotation or solicition of a bid.

iv. Changes in Specifications

a. Once an invitation to bid has been mailed, no changes in the specifications shall be made unless all prospective Bidders are so notified by means of a written addendum.

b. Verbal changes by any individual are not valid. All changes shall be put in writing.

c. MCWA reserves the right to reject all bids.

d. When specifications fail to produce conforming bids, it may be worthwhile to reject all bids, rewrite the specifications and allow all Bidders to submit proposals based on the revised specifications.

v. Responsibilities

Purchasing has ultimate responsibility for purchases. It shall work with the requesting department to develop proper technical specifications, including notifying the requesting department when a modification is required to generate competitive bidding. Any such notification shall include details on the full extent and nature of such modifications.

vi. Pre-Bid Meetings

a. Purpose

If required, MCWA holds pre-bid meetings with prospective vendors to review project scope and identify items in bid documents.

b. Requested by Whom

The requesting department, Purchasing or the vendors may request a pre-bid meeting.

c. Announcement

A pre-bid meeting may be announced in the original specifications or may be arranged through an addendum.

F) Addendum

An addendum consists of written changes, clarifications or corrections to the specifications issued after the bid or Quotation documents have been advertised or mailed out. The addendum becomes part of the bid or contract documents.

G) Public Bids

i. Requirement

All purchases estimated to exceed an aggregate of over $2015,000 in a year–must be publicly bid. For construction projects, public bidding is required for amounts over $5,000.

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ii. Low, Responsive, Responsible

See the definition of Competitive Bid in Section 2.

H) Best Value Competitive Bidding

i. **Authority and purpose.** Section 103 of the New York General Municipal Law allows the Water Authority to authorize the creation of a rule, regulation, or resolution adopted at a public meeting for the award of certain purchase contracts (including contracts for services) subject to competitive bidding under General Municipal Law §103 on the basis of "best value" as defined in §163 of the New York State Finance Law. The best value option may be used, for example, if it is more cost efficient over time to award the goods or service to other than the lowest responsible bidder or offerer if factors such as lower cost of maintenance, durability, high quality, and longer product life can be documented.

ii. **Award based on best value.** The Water Authority Board may award purchase contracts, including contracts for services, on the basis of "best value". All contracts or purchase orders awarded based on value shall require Board approval.

iii. **Applicability.** The provisions of this article apply to Water Authority purchase contracts, including contracts for services, involving an expenditure of more than $20~~15~~,000 or $5000 for construction projects.

iv. **Standards for best value.**

a. Goods and services procured and awarded on the basis of best value are those that the Water Authority determines best optimize quality, cost and efficiency, among responsive and responsible bidders or offerers.

b. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers. The criteria may include, but shall not be limited to any or all of the following:

- Cost of maintenance;
- Proximity to the contractors;
- Longer product life;
- Product performance criteria; and
- Quality of craftsmanship.

v. **Documentation.** Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented. Any contract being considered for Best Value criteria shall be identified in the procurement documents.

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I) Requests for Qualifications/Proposals

See the definition of RFQ/P in Section 2.

J) Professional Services

See the definition of this term in Section 2.

K) Sole Source of Supply

See Section 6 for Methods/Procedures. See the definition of this term in Section 2.

L) Standardization (Goods and Services)

i. Appropriate Circumstances

Some circumstances under which standardization provisions might be appropriate are as follows:

a) Compatibility – MCWA's present equipment would not be compatible with items from one or more prospective vendors, thus causing significant expense to convert.

b) Design and Construction - The design, plan or method of construction of an installation is suited to a particular operation or function and cannot be altered without undue expense.

c) Economical - Service facilities are adapted to the handling of a particular make of equipment and cannot be converted without undue expense.

d) Endangerment - Changes would endanger MCWA customers or employees.

e) Inventory - MCWA has on hand a substantial stock of spare parts for a specific make of equipment which cannot be disposed of except at a substantial loss.

f) Local Conditions - Local conditions require the use of a particular make of equipment to the exclusion of all others.

g) Trained Employees - Employees have been trained in the operation, repair or use of special equipment and cannot be trained to operate other makes without undue expense.

h) Uniformity - A substantial amount of equipment of the same make is presently being used by the Authority and uniformity of the make or manufacturer is essential to economy (and/or efficiency).

ii. Department Responsibility - The applicable department shall make all decisions to standardize and shall provide Purchasing with reasonable justification. For standardized items available from more than one source, Purchasing shall bid or quote the item. For items with a Sole Source of Supply, the department shall include information justifying their sole source request.

iii. Board Resolution - Pursuant to Section 1108 of the Public Authorities Law, the Board of Directors, shall approve any standardization decisions, including the reasons therefore.

iv. Review - Each department shall review all items standardized at least every three years. In the absence of this review, no purchases shall be made without competitive bidding.

M) Other General Information

i. Departments shall review inventories on a regular basis to maintain adequate materials on hand without being overstocked. Departments shall establish minimum levels for stock items and place reorders for purchase by Quotations or bids when these minimum

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levels are reached. Careful review of inventories should help to reduce the number of Purchase Orders processed.

ii. In addition to price (where differences are small), consideration shall be given to those vendors who offer prompt payment discounts and/or delivery (especially on an as-needed basis). The final cost of an item shall include labor and transportation; the vendor's location can have a significant impact on such costs.

iii. A list of vendors who participate in State and County contracts can be obtained on their respective websites.

iv. Because one set of rules will not cover all cases, Purchasing and the departments shall maintain open communications.

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SECTION 5: PROCEDURES

A) Purchases Less Than $50

i. Petty Cash Procedure

a. Reimbursement - The petty cash fund shall be used for reimbursement of purchases within the $50 limit with an override up to $100 with Director of Finance & Business Services' approval. It is not to be used for the purchase of supplies, materials and equipment that would normally be obtained through regular purchase requisitions.

b. Approval - Purchases shall be approved by Department Heads or their duly designated managers/Supervisors. Finance & Business Services shall maintain a list of employees authorized to approve purchases in their respective areas.

B) Purchases Less Than $1,000

i. Through Operating Departments

a. Items under $1,000 may be purchased by the operating department.

b. When obtaining quotes, obtain F.O.B. Destination delivered prices if possible.

c. Verbal quotes should be noted on the back of the order or on a separate attachment. If a verbal quote results in an order, the price should be confirmed in writing when possible.

ii. Through Purchasing

a. Requests for Quotations (verbal or written) may be requested when deemed necessary by Purchasing. All questions shall be handled by Purchasing.

b. Awards are to be made within forty-five days of the quote, (unless specifically changed by the requesting department) or all quotes will be rejected.

c. In situations where Purchasing has previously determined the lowest responsive and responsible vendor, it may place the order directly without additional price inquiries.

C) Quotation Purchases: Purchases <$2015,000 and Construction<$5,000

i. Requests for Quotations

Requests for Quotations (written) shall be solicited from at least three legitimate vendors, if possible.

ii. Award

An award shall be made to the lowest responsive, responsible offerer.

D) Publicly Bid Contracts

i. Formal ($2015,000 and up) and Construction Contracts $5,000 and up

a. All purchases estimated at or with actual value in excess of $2015,000 shall follow these procedures:

1. Open a procurement for tracking in accordance with New York State Procurement Lobbying Law after obtaining approval of Procurement Officers from the Executive Director.

2. A notice to bid shall be advertised at least two weeks prior to the bid opening.

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3. Potential Bidders shall be required to pick up bids or provide an –overnight delivery service account number at Bidders cost.
4. Advertisement shall be in the official newspaper with county-wide circulation.
5. All notices and invitations to bid shall be provided to the appropriate mailing list, if available. They shall be available for pick–up upon request.
6. Multiple purchases of the same item shall not be made for the purpose of circumventing the bid threshold.
7. All bids must be returned to the location stated in the notice or bid package.
8. All sealed bids must be returned prior to the time stated in the notice or bid package.
9. All sealed bids received shall be time and date stamped and initialed upon receipt.
10. No bid will be accepted if it is received after the time and date specified or it is not properly sealed. The only exception shall be for a delay caused by a MCWA employee. All late bids shall be returned to the Bidder unopened. When necessary, a late bid may be opened in order to identify the Bidder.
11. Fax copies and e-mails of bid submittals shall **not** be accepted. All Bids must be submitted in a sealed envelope, clearly labeled "Bid" and also marked with the Project Name, Bid date, and time of Bid opening. Bids submitted via trackable delivery service, such as FedEx, must be addressed to "Purchasing Manager – BID" and must follow the delivery instructions stated in the bid packet. US Mail is not an acceptable means to submit Bids.
12. Bidders 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.
13. Sealed bids will be –opened and total prices read aloud at the time and place stated in the notice.
14. Purchasing or the requesting department shall retain custody of all proposals, samples, and bonds until an award has been made. Bids shall be maintained on file.
15. All bids and required forms must be properly executed by the Bidder. Should a Bidder identify a product listed in the bid/proposal documents that no longer exists, the Bidder should provide an explanation as to why~~hy~~ no price is being provided. Failure to provide an explanation may result in rejection of the bid or proposal.
16. After being opened and read, the proposals will be tabulated at the earliest possible time and a recommendation for award will be prepared for approval by the Board.
17. Bids and proposals may be rejected if they contain uncalled-for items, cross-outs or white-outs not initialed, omissions and/or irregularities of any kind (except obvious arithmetic errors). Bids must meet the specifications in order to be considered responsive. MCWA reserves the right to reject all bids for any reason.
18. MCWA 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 its best interest to proceed.
19. A Bidder may modify its bid after submission to MCWA but before the bid opening. In such a case, the vendor shall make certain that any new prices are

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reflected in any bid bond. After the bid opening, no bid may be modified. Upon request to Purchasing 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.

20. Bids may be withdrawn only if written notice is received by MCWA prior to the fixed time for opening bids.

21. If, after the bid has been opened, a vendor discovers an error in its bid that affects the price (other than arithmetic errors), the Bidder shall notify -Purchasing at once. Purchasing and the requesting department shall review the problem and seek assistance from the Executive Director if required. Except in extraordinary cases, MCWA shall require the Bidder to abide by its bid or forfeit its bid security.

22. In the event of a tie in bids submitted, Staff shall~~shll~~ break the tie by requesting that the bidder~~scompanies~~ that submitted the tied bids submit a "best and final" bid, with the best bid prevailing. If the "best and final" bids remain a tie, Staff shall flip a coin to determine the prevailing bidder~~company~~.

~~21.~~

~~22.~~23. Once the procurement period has ended, terminate the NYS Procurement Lobbying Law tracking. Each Procurement Officer shall certify the end of the procurement period by executing the MCWA Procurement Compliance Form (found in Appendix D) and providing the original copy to Purchasing. Purchasing will close the Procurement Record only after receipt of signed compliance forms from all Procurement Officers.

E) When to Requisition

i. Goods and Services

MCWA typically purchases goods and services using a requisition. See Appendix C for notable exceptions. In the event of an emergency purchase, the department shall provide notice to Purchasing within two (2) working days after the purchase.

ii. In Advance

Requisitions should be prepared far enough in advance to avoid creating an emergency. This will give Purchasing sufficient time to secure the best materials at competitive prices. Lead time must include the work days needed to accomplish the following:

1) Time for the requesting department to prepare, sign and authorize requisitions.
2) Time for Purchasing to obtain quotes and bids (10 to 18 days).
3) Time for transmittal by U.S. mail.
4) Stock position of the prospective vendor.
5) The vendor's typical delivery schedule.
6) Additional time needed for specialized equipment, motorized equipment, office machines, etc.
7) Sufficient time for shop drawings, review, and approvals.

F) How to Requisition

i. Complete Information

Purchase requisition forms must be complete in all respects, including proper account numbers, specifications, delivery address, date required, suggested vendors and purpose. In order to be processed, requisitions must be signed with proper approvals.

a. Detailed Specifications

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Detailed or technical specifications shall accompany every requisition. A detailed specification means a trade name or product number (e.g., General Electric Lamp #F40CW or approved equal). Suppliers or manufacturers will provide specifications for almost all products.

b. Filling Out Form

Purchase requisition forms shall provide the following complete and correct information. Failure to complete the requisition properly will delay shipment of goods or services.

1) Date* - Current date only.
2) Ordered by* - Employee name and number (number is necessary for computer input).
3) Approximate cost - A requisition shall be complete only if it provides cost information, either approximate or specifically quoted. Any quotations shall be attached to the requisition.
4) Requisition and Order No. - assigned by Purchasing.
5) Approximate Date Required* - Plan ahead. Use realistic dates. If it is a rush condition, specify the date needed and explain in lower area of description. ASAP, RUSH, IMMEDIATELY, YESTERDAYand RECEIVED are not dates and will result in your requisition being returned.
6) Account, Job Order or Auth. No.* - Number must be provided before purchase can be made. Authorization numbers must be properly approved before MCWA can purchase.
7) Purchase Order Description* - Provide an item description, including the purpose.
8) Suggested Vendor # - List suggested vendors on the back of the requisition. Provide a vendor # if one exists. Only place a vendor # in this location if it is a Confirming Order or a Sole Source of Supply.
9) Vendor Name – Only place vendor name in this location if it is a Confirming Order or Sole Source of Supply.
10) Vendor Email – used by Purchasing to send vendor Purchase Order.
11) Deliver to* - Select a delivery location.
12) PO Conditions Do Apply* - Yes will be selected if the requesting department would like Purchaisng to send the PO to the vendor to place the order. No will be selected if an order is not needed (ex. Professional Services agreement has been executed).
13) Do Not Duplicate* - Order is confirming.
14) Authorization* - The requesting department should complete all applicable information in this section to inform Purchasing that the required authorizations for the purchase have been obtained.
15) Item No.
16) Quantity Needed* - Number to coincide with unit type. (See #15)

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17) Unit Type* - Be specific (e.g., ea. dozen, case of 12 qt., 8 gross, boxes , etc.).

18) Description* - The requisition shall include complete and specific information concerning requirements of all items. Include style, size, model, color, catalog number, etc.

19) Approved by Manager/Supervisor and Name

20) Approved by Department Head or Designee - All requisitions equal to or greater than $1,000 require this signature and employee number.

21) Approved by Director of Finance or Designee - This signature only applies to requisitions equal to or greater than $5,000 for department expenses.

22) Approved by Executive Director - This signature applies to all requisitions equal to or greater than $2015,000.

Note: Items with an asterisk (*) shall be completed by the requesting department. Failure to do so may delay your requisition.

G) Processing of Requisitions

i. Review

Purchasing shall review all incoming requisitions for completeness, signature(s), type of bidding required, equipment list, etc. After review, requisitions are processed for Quotation or bid.

ii. Preferred Vendors

If a requisition lists preferred vendors, they will receive a Request for Quotation.

iii. $1,000 to $2015,000

When requisitioning items costing between $1,000 and $2015,000, MCWA staff will seek to secure at least three (3) Quotations, of which at least one shall be written. Any exceptions such as for a Sole Source of Supply must be fully documented. Quotations are not needed for items purchased using a State, County and Other Political Subdivision/District contract.

iv. Receipt of Quotations

All Quotations must be returned by the applicable deadline. If necessary, telephone quotes can be solicited with a written confirmation to follow. If the situation requires, the department may call a vendor and ask what price it will charge.

v. Substitution

Purchasing shall not substitute quoted items without approval by the originator of the requisition.

vi. Vendor Selection

After prices are obtained, Purchasing shall select the best vendor (usually the lowest responsive, responsible Bidder).

vii. Purchase Order

After selection of vendor, a Purchase Order shall be issued and mailed and/or emailed.

H) Purchase Orders for Purchases Under $2015,000 and Construction Contracts under $5,000

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i. Purchase Requisitions

Purchasing shall process all submitted requisitions for materials, services, equipment, etc. (except petty cash and exceptions noted previously; emergency situations; and Small Purchase Orders).

ii. Completion of Forms

Purchase requisition forms must be fully completed as detailed in Section 5F.

iii. Ordered by Purchasing

Purchasing shall order materials, services, equipment, etc. after obtaining Quotations as previously described herein. The ONLY exception shall be for an emergency, at which time Purchasing shall either place an immediate order from the purchase requisition or furnish a Purchase Order number to the appropriate Authority staff.

iv. Vendor Selection

Purchasing shall determine which vendors to send Requests for Quotations, although the person submitting a requisition may suggest specific vendors.

I) Bidding Process (Purchases $20~~15~~,000 or more and Construction Contracts $5,000 or more)

i. Competitive Bid

a. The term Competitive Bid is defined in Section 2 of these Guidelines. This definition also includes explanations of the related terms Lowest Bidder, Responsive Bidder and Responsible Bidder.

ii. Public Notice - Single Purchase

For any single purchase of $20~~15~~,000 or more and construction contracts $5,000 or more, MCWA shall publicly advertise for bids. This requirement shall not apply in the event of an emergency.

iii. Public Notice - Several Purchases

All purchases estimated to exceed an aggregate of over $20~~15~~,000 in a year shall be publicly advertised and bid. The successful Bidder shall then furnish the particular items on the specified delivery dates throughout the year. MCWA shall follow this procedure even for items presently purchased with Blanket Purchase Orders or regular Purchase Orders. (See Section 6D - Commodity Purchase Orders).

iv. Specifications

In all cases, individual departments or their consultants shall prepare detailed specifications, including advertisement for bids in final form, any special conditions and a list of any prospective Bidders. All such information shall be forwarded to Purchasing for final review and handling at least five (5) working days prior to the date that a bid advertisement is to be placed in the official newspaper.

v. Preparation

Purchasing, the project engineer or a designated consultant shall prepare the proposal sheets and other necessary bid documents. After final review and handling, Purchasing shall select bid opening dates and place the advertisement.

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vi. Escalation Clause

MCWA may find that variable economic conditions make it impossible to obtain bids with firm prices for some items. In these cases, bids shall be taken as frequently as necessary or taken with escalation clauses. Purchasing shall determine those items for which annual bids with firm prices can be received.An Extension Price Increase Justification Form (Exhibit 9), including documentation from the vendor supporting a requested price increase, is required to be completed for escalation clauses that allow consideration of a price adjustment in conjunction with annual renewal of a competitively bid contract.

vii. Central Location of Bid Documents

Purchasing shall collect and hold all bid documents until the bid opening.

viii. Location of Opening

Purchasing or a designated person shall announce the room in which the bids will be opened prior to the actual bid opening. Purchasing or a designated person and one representative from the applicable department shall preside over the bid opening and read aloud each bid as it is opened. Exceptions, such as bid openings handled by consultants, may be made by pre-arrangement with Purchasing.

ix. Verification of Bid Prices

Purchasing or a designated person shall verify the accuracy of the bid price (including any extensions), identify the lowest bid, and then forward the bid package to the department for review and recommendations. The department will then forward the bid package (including a recommendation) to the Executive Director for his approval and submission to the Board for award of the bid. After award of the bid, the entire bid package shall be returned to Purchasing.

J) Change Orders

i. Change Order Form

If a change has to be made after an order is placed, a "Change Order Form" must be completed indicating the item(s) ordered and the change to be made. The original shall be sent to the vendor and a signed copy shall be given to Accounts Payable and Purchasing (see the Change Order Form in Exhibit 7).

K) Receiving – Purchase Orders for Supplies, Equipment, Materials, Etc.

i. Delivery Receipts

On the day the goods and/or services are delivered, the recipient shall sign the receiving copy of the Purchase Order and forward it to Purchasing with the packing slip. Timeliness is crucial when there is a prompt payment discount allowed (as noted in the box marked "terms" on the Purchase Order).

ii. F.O.B. Destination

Under this method of delivery, the shipper must make any claim for lost or damaged freight. IT IS THE RECIPIENT'S RESPONSIBILITY TO NOTE ANY DISCREPANCIES ON THE RECEIVING COPY OF THE FREIGHT BILL. (See Definition)

iii. Partial Delivery

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Unless specified in the contract, acceptance of a partial delivery obligates MCWA to pay for the items received within 30 days or any applicable discount period.

iv. Prompt Payment

MCWA values prompt payment to all vendors. This ensures that unnecessary delays do not adversely affect MCWA's credit record.

v. Shortages

Recipients must immediately report to the vendor any shortages (except back-ordered items), discrepancies or shipment damage. The ordering department shall determine a suitable course of action. Some possible problems include: short/over/duplicate shipments, open cartons upon delivery, items not as specified on the Purchase Order, poor quality, and late deliveries. The ordering department shall maintain contact with vendors on back-ordered items.

vi. Tracing

Purchase Orders shall note the agreed upon delivery schedule. For orders that fail to be delivered on time, the ordering department may trace such orders.

L) Payment of Invoices – Purchase Orders for Supplies, Equipment, Materials, Etc.

i. Vendor Mail

Vendors should send invoices directly to Accounts Payable.

ii. One Purchase Order

Each Purchase Order should have a separate invoice.

iii. Contents

Each invoice should contain the Purchase Order Number, a detailed description of the goods or services, the ship-to address and the ship date.

iv. Review

Accounts Payable shall review all invoices to determine compliance with the Purchase Order, that we have received the merchandise, and that taxes and, where applicable, freight have not been charged.

v. Papers on File

Before Accounts Payable can pay an invoice, it shall have on file the Purchase Order, the invoice, and the proof of receipt (including an authorized signature and the date of receipt).

vi. Paperwork Discrepancies

If the invoice and Purchase Order do not agree, Purchasing shall determine who and/or how much shall be paid unless a department sent out the quotes.

M) Return of Merchandise

When purchased material needs to be returned or exchanged, MCWA shall use the following

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procedures to ensure that it receives full credit:

i. Credit Memo Received From Vendor -

- Put account number originally charged on the credit memo.
- Note any other helpful information.
- Send credit memo to Purchasing promptly.

N) Vendor Preference

i. Suggestions

Purchasing shall secure prices and, if so requested, review the prices and vendors with the department before making a final selection.

ii. Preference

If a department prefers one supplier over others, thereby excluding one or more vendors from consideration, it shall prepare a written justification. Purchasing shall either issue a Purchase Order based on such recommendation or explain why the request was denied.

iii. Preferred Source Purchases

When completing purchases that do not include Federal funds, MCWA may purchase commodities and services from New York State designated preferred sources without conducting a competitive procurement.

iv. Local Vendors

MCWA service area vendors are those who contribute to the region's tax base and promote the local region's economy; local vendors shall be considered preferred vendors only if their pricing, delivery and service are better than, or comparable to, vendors doing business outside the Authority's service area. If three local vendors exist, MCWA shall seek outside vendors at its discretion, if desired.

O) Unauthorized Purchases

Purchases made outside of normal Purchasing policies or procedures and not meeting the criteria of a legitimate emergency, sole source, or standardization are considered Unauthorized Purchases.

Unauthorized Purchases should be brought to the attention of the Executive Director. An Unauthorized Purchase may result in disciplinary action.

Examples of Unauthorized Purchases

i. Order Splitting – The intentional splitting of a known purchase into separate lots with the intention of spreading the purchase over a period of time is strictly prohibited.

ii. Personal Purchases – MCWA employees and their families are prohibited from purchasing goods and services for personal use through any Authority contract. The Authority will neither require nor encourage any vendor to honor contract terms or pricing discounts on behalf of anyone affiliated with MCWA.

iii. False Pretense – The purchase of any materials or services for personal use under the pretense of MCWA use is prohibited. For example: Ordering tools for use at an employee's house or other **personal** purpose and charging to the Authority will be considered acts of theft.

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iv. Unauthorized additions to Purchase Orders – Additions to, deletions from, or any other type of revisions made after the issuance of a Purchase Order may only be done after contacting the Purchasing Manager.

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SECTION 6: OTHER PURCHASING ITEMS

A) Professional Services

See the definition in Section 2 for ways to determine whether a procurement is for professional services. See Appendix E for Professional Services Policy and Procedures.

B) Sole Source of Supply

See the definition of this term in Section 2. Since this is an exception to competitive bidding, MCWA shall use the following tests and procedures to confirm the existence of a Sole Source of Supply:

The applicable department shall compile reasonable proof that an item is available only from a sole source. Examples include:

- A single vendor for a product.
- Evidence that other companies (public and/or private) have also found just a single vendor.
- Evidence that substitute products are not satisfactory, including tests done by MCWA or the actual experience of other companies.
- A certification from a Department Head that a product is available only from a sole source.

Sole source purchases above $5,000 shall be approved by the Director of Finance (or Designee) and Business Services. Sole source purchases above $2015,000 shall be approved by the Board of Directors.

i. Identify on Requisition

To requisition sole source items, the Department shall identify them as such.

ii. Verification

Purchasing shall require the department provide written documentation from manufacturer verifying the existence of a Sole Source of Supply. Verification shall be dated within the current year.

C) Blanket Purchase Orders

i. Requisitions shall specify the amount requested, the term and the purpose of the requisition.

ii. Purchasing shall maintain a list of acceptable vendors for small items such as hardware, paint and miscellaneous building materials. Since the cost of these items is relatively uniform, the vendors shall be chosen primarily on the basis of stock selection, brand names and proximity to the General Office, Shoremont and any other facilities.

iii. Blanket Purchase Orders shall generally be issued to vendors in amounts up to $2015,000/year as specified by the Department Head and for periods not greater than 12 months at a time. When a Blanket Purchase Order is anticipated to be over $2015,000, it must first be approved by the Board of Directors. Multiple items of the same or similar nature can be purchased as long as their total cost does not exceed $1,000 including freight. A written quote should be obtained from selected vendor when possible.

iv. Blanket purchases over $1,000 require approval from Purchasing.

v. Purchasing shall review all blanket purchases in order to coordinate and consolidate

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purchases that are better made through the use of an annual Commodity Order or public bid.

vi. The person using a Blanket Purchase Order shall obtain the price at the time of the purchase, indicate such on the receiving slip, place account and P.O. numbers on the slip, and have it signed by an authorized purchaser before forwarding it to Purchasing. Each department shall keep a log of purchases made and any balance remaining to date. This log shall be sent to Purchasing along with the green copy of the Purchase order when complete.

D) Commodity Purchase Orders

i. Personnel shall submit Requisitions to Purchasing, including estimates of usage, detailed specifications, and suggested vendors.

ii. Purchasing shall issue a Purchase Order based upon prices received by quote or bid. Purchase Orders shall be good for up to one year. Commodity Orders in which prices are obtained by a quote can be extended for an additional two one-year terms. Commodity Orders in which prices are obtained by public bid can be extended for up to an additional four one-year terms.

iii. The authorized purchaser shall code the receiving slip with account and P.O. numbers and have invoices approved.

E) Emergency Purchase Orders

i. The Manager/Supervisor on duty may authorize purchases for emergencies that occur on weekends or outside normal working hours.

ii. If possible, MCWA personnel shall seek to secure verbal Quotations and, if at all possible, use vendors and contractors whose prices and hourly rates are known to be the lowest.

iii. MCWA personnel shall forward a purchase requisition and Emergency PO Department Certification (Exhibit 4) to Purchasing as soon as practical after an emergency order. Purchasing and the Director of Finance and Business Services shall review confirming purchase requisitions on a regular basis for compliance with the emergency requirement.

iv. For emergencies occurring during normal working hours that require immediate and direct contact with a vendor, Purchasing shall issue a Purchase Order number. This will not preclude a particular department contacting a vendor to obtain specifications, information, catalog numbers, etc.

v. The Board of Directors will receive notification of the purchase during the next scheduled board meeting. For Emergency Purchase Orders greater than $20~~15~~,000, a resolution should be passed by the Board during the next meeting following MCWA received the final invoice.

F) State, County and Other Political Subdivision/District

i. Eliminates Need to Bid

Many items are available utilizing State, County and Other Political Subdivision/District contracts. The use of pricing in these contracts eliminate the need to bid or quote these items.

On FilePurchasing shall maintain a list of vendors having these contracts

iii. Best Interest

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Purchasing may quote or bid any item on an authorized purchasing contract if it is in the best interests of MCWA to do so.

iv. Terms

Terms, including delivery, shall also be considered prior to ordering.

G) Contracts, Agreements for Services, and Prevailing Wage

i. Types of Services

Any department requiring a service that is not professional in nature shall prepare a requisition, including detailed terms, conditions and specifications. Purchasing shall then either quote or bid (except as noted in Appendix C) the service.

Examples of "services" are as follows:

Janitorial Services
Typewriter Maintenance
Microfilming
Tree Removal
Lawn Maintenance

Requisitions should be as complete as possible so that the RFQ/P can identify the services needed.

ii. Prevailing Wage Rates

Public work contractors must agree to comply with the provisions of the New York State Labor Law Article 8 – Public Work and Article 9 – Maintenance Work relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the contractor. Wage rates may be obtained from the Labor Board's website at www.labor.state.ny.us.

These rates are also applicable to work performed meeting all of the following requirements:

a. Article 9 work performed on site if over $1,500; all Article 8 work is covered;
b. When using a "tool" to perform work;
c. Working on anything attached to building structure; and
d. If not the sole proprietor of the business.

Every contractor and subcontractor shall submit, within thirty days after issuance of its first payroll and with each payment request, a transcript of the original payrolls subscribed and affirmed as true under penalty of perjury. MCWA shall maintain such payrolls for five years and invoices shall not be paid until these payroll records are received and final Prevailing Wage Payroll Certification (Exhibit 8) is completed

iii. Certificate of Insurance

Any work performed on MCWA property or MCWA jobs must meet insurance requirements and provide proof of insurance by submitting a completed Standard Insurance Certificate.

H) Credit/Purchasing Cards

MCWA will use credit/purchasing cards for purchases that are difficult to make in any other way, and are not to be used to circumvent MCWA's Purchasing & Procurement Guidelines.

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1. General rules for the use of any credit/purchasing cards are as follows:
   a. Cards shall not be used for personal purchases of any kind. Use of these cards for personal purchases or expenses with the intention of reimbursing MCWA is prohibited.
   b. Whenever possible, all purchases made with these cards shall be paid for within the grace period so that no interest charges or penalties will accrue.
   c. Cardholders shall take measures necessary to safeguard the security of the credit card and the card number.
      i. If a credit card is lost or stolen, it shall be reported to the appropriate department head immediately after discovery.
   d. Lack of proper documentation or authorization may result in the loss of the Authority-issued credit card and/or personal liability.
   e. Any misuse of a MCWA credit card by an unauthorized employee may result in loss of credit card and/or disciplinary action up to and including termination of employment.
   f. Cardholders will verify that the goods or services are allowable and must secure appropriate approvals.
      i. Cardholders should determine if the intended purchase is within the cardholder's credit card limit.
      ii. Cardholders are responsible for managing any returns or exchanges to obtain proper credit for returned merchandise. The cardholder should contact the vendor to obtain instructions for returns and make sure the proper credit is applied to the card on which it was charged. No cash refunds are allowed.
   g. All receipts related to the purchase need to be approved by the Department Head/designee.
   h. Use proof of New York State Tax Exemption.
   i. Follow procedures for obtaining quotes for purchases over $1,000~~500~~.
   j. Upon separation of employment, cardholders shall surrender their MCWA credit cards to the appropriate department head on or before their last day of work and prior to issuance of final compensation to the cardholder.
   k. Phone, fax and internet purchases must follow the same procedures as in-person purchases.
   l. In addition, random reviews may be conducted for both card activity and receipt retention as well as statement review by the Finance & Business Services department. The detailed activity may also be reviewed by MCWA's independent auditing firm. Purchasing will review and update master credit card lists on an annual basis.

2. Store Credit Cards

   MCWA uses a variety of store-issued "Charge Cards" to facilitate day-to-day operations. Current cards include those for Lowes and Home Depot. MCWA store credit cards will be issued in the employee's name as authorized by the Department Head and may be used for the following purposes: a) materials, b) supplies, and c) equipment only if a purchase order cannot be issued. Charges for supplies and equipment shall not exceed $1,000 per purchase without approval from the Department Head or their designee.

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Managers/Supervisors or Department Heads are required to authorize payment of any charges made by employees designated to use a credit card. Splitting up charges to avoid the transaction limit set for the credit card is prohibited. When providing receipts for payment, employees must clearly print their name on the receipt.

3. American Express/VISA/MasterCard Credit Cards

The Executive Director may approve issuance of American Express Purchasing Cards, MasterCards, and VISA Credit Cards to the following MCWA personnel in the employee's name:

- Executive Director;
- Deputy Executive Director;
- Director of Engineering/Civil Engineer;
- (Executive) Director of Operations;
- Director of Facilities & Fleet Maintenance;
- Director of Finance & Business Services;
- Director of Production & Transmission;
- Secretary to the Board; and
- Purchasing Manager.

MCWA shall use these cards for purchases that are difficult to make in any other way, as a convenience for travel and seminars, and for other appropriate purposes.

a. These cards shall be used and controlled by the cardholders listed above.
b. All purchases shall require appropriate Department Head approvals and receipts.
c. Depending on the nature of the items purchased, use of these cards may be subject to the normal competitive pricing requirement where applicable.
d. Prior to any purchase, department personnel shall obtain appropriate approvals. A completed Credit Card Pre-Approval Form (see Exhibit 5) shall be submitted to the Department Head. All purchases shall be evidenced by a receipt.
e. Each department will reconcile the credit card statement to the receipts forwarded by the employee making purchases.
f. The Credit Card Reconciliation Form (see Exhibit 6) must be completed for each department and submitted upon request for monthly reconciliation purposes. This form can be found on the MCWA Network in the Public folder by following this path: \\Mcwa\public\Finance\Credit Card Purchases Forms\Credit Card Reconciliation Form

I) MBE/WBE

Participation by Minority Group Members and Women with Respect to State Contracts: MCWA is considered a state agency under Article 15-A for the purpose of implementing Women and Minority Business Enterprise (W/MBE) and Equal Opportunity Employment (EEO) programs. See Appendix A for applicable Minority and Women Business Enterprises procedures.

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MONROE COUNTY

Water Authority

Purchasing & Procurement Guidelines

Appendix A

Minority and Women Business Enterprises Procedures

MINORITY AND WOMEN

BUSINESS ENTERPRISES PROCEDURES

Monroe County Water Authority

Revised September 2012

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FORMS

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I. MBE and WBE Policy

It is the policy of the Monroe County Water Authority (the "Authority") that Minority and Women Business Enterprises (M/WBE's) are afforded opportunities to participate as contractors, subcontractors, consultants, and/or sub-consultants for construction of and engineering services for Authority projects.

The Authority will carry out these policies through its role in consultant services, bid solicitation, contract award, contract administration, and construction processes as outlined in the following procedures.

A. Goals

Authority policy establishes the following percentages as the current goals for M/WBE participation:

Combined participation of 12% of the total contract amount. Further, neither the MBE nor WBE participation should be less than 6% of the total contract amount.

If the prime contract is with a MBE, the participation requirement for WBE shall be 6% and vice versa if the prime contract is with a WBE. If an outside funding agency has special M/WBE or DBE requirements, the Authority will follow those requirements.

B. Applicability

This policy shall apply to all construction and engineering related services that are estimated to exceed $25,000 and are undertaken in conjunction with the Authority's capital projects.

C. Definition

M/WBE firms must be certified by the New York State Division of Minority and Women - Owned Business Development or the New York State Department of Transportation.

D. Conditions of Participation

1. Commercially Useful Function

The Consultant or Prime Contractor is responsible for ensuring that M/WBE's working on the contract perform a commercially useful function. An M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Regardless of whether an arrangement between the Contractor and the M/WBE represent standard industry practice, if the arrangement erodes the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Consultant or Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the contract, provided that individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Consultant or Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50 percent of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the Authority shall receive documentation from the M/WBE demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements and the names, addresses, and terms quoted by other sources of equipment.

II. Monroe County Water Authority's M/WBE Officer's Responsibilities

A. Monitor activities relating to M/WBE policies.

B. Assist Prime Consultants and Contractors with M/WBE utilization, as requested.

D. Maintain appropriate records for ongoing and completed projects.

E. Obtain data necessary to complete the Authority's forms and/or records.

F. Mail bid summaries to M/WBE contractors that request such information.

G. Maintain an M/WBE Project Log.

H. Attend "kick off" meetings. As requested, provide reference locations for listings of certified MBE's and WBE's for applicable categories of work, provide M/WBE forms, and review M/WBE requirements (including participation, documentation, and invoicing requirements).

I. Advise Project Engineer and/or Construction Services Supervisor of any performance or non-compliance issues and assist them with resolving as necessary (no direct communications with contractor or consultant).

III. Project Engineer's Responsibilities

It is important for the M/WBE Officer to be fully informed of the Authority's capital projects, their schedules, and related engineering services that may be contracted to an outside firm.

General

A. For construction contracts and engineering services agreements over $25,000 the Project Engineer shall:

- Coordinate with the M/WBE Officer to determine if contract specific goals for the project need reassessment.
- Provide M/WBE Officer with copies of all project work plans.

Engineering Services

A. Project Engineer's Responsibilities

- Include current M/WBE Program Requirements in Section 4 (as Item 4.8.11) of the Agreement for Professional Services (Authority's – M/WBE Procedures, Appendix A) and request written confirmation of ability to comply in RFP/Q cover letter.
- Copy M/WBE Officer with RFP/Q's.
- Invite M/WBE Officer to start up (kick off) meeting with selected firm.
- Provide consultant with sample M/WBE Utilization Plan and Payment forms.
- Provide consultant with copy of current Authority - M/WBE Procedures.

Construction Contract Documents

A. Project Engineer shall be responsible for M/WBE compliance up to and including the bidding phase and shall:

- Include current M/WBE statement (Authority – M/WBE Procedures, Appendix B) at end of Section 1 (Instructions to Bidders).
- Include current M/WBE Program Requirements and Procedures in Section 3, General Conditions.
- Include sample M/WBE Utilization Plan and Pay Estimate Forms in Section 4.

- Include M/WBE Certification (Authority – M/WBE Procedures, Appendix C) in bid, Section 7.

- Invite M/WBE Officer to attend all pre-bid meetings, who will cover M/WBE participation requirements, and provide copy of minutes to M/WBE Officer.

IV. Construction Services Supervisor Responsibilities

A. Construction Services Supervisor shall be responsible for M/WBE compliance starting after the bid phase and shall:

- Request M/WBE Utilization Plan from contractor in Notice of Award Letter.

- Obtain completed Utilization Plan prior to processing the first pay estimate.

- Invite M/WBE Officer to kick-off meetings.

- Receive completed monthly reports with pay estimates.

- Monitor contractor compliance via construction progress meetings. Provide M/WBE Officer with progress meeting minutes.

- Resolve compliance issues and conduct all communications.

V. Consultant Responsibilities & Guidelines

The following requirements are applicable to engineering agreements:

A. Consultant Agreement Requirements

1. Within two weeks after execution of the Agreement for Professional Services, the consultant shall submit to the M/WBE Officer an M/WBE Utilization Plan.

2. Prior to final payment, the Consultant shall submit a Final Utilization Report.

3. When submitting the request for payment, the Consultant will list M/WBE firms scheduled for payment for the specific period. The Consultant shall identify the portion of the payment that is attributed to the M/WBE firm.

4. Prior to final payment, the Consultant shall submit affidavits certifying payments to sub-consultants for work previously paid for by the Owner and the Final Utilization Plan.

5. During the construction phase, the Consultant's resident/project engineer shall comply with requirements of Section IV herein.

B. Good Faith Effort

In order to qualify for a reduction or waiver of any of the M/WBE goals (or a portion thereof), the Consultant must make a good faith effort to obtain an M/WBE sub-consultant.

The Authority will require written documentation of such good faith effort, which should include as a minimum the following activities:

1. Identification of work which could be subcontracted to M/WBE and/or explanation of why the elements of the subject work do not provide adequate M/WBE opportunities, as required, in meeting the established goals.

2. Verification of effort to contact all appropriate certified M/WBE's in writing. Such verification shall be for appropriate portions of the work, which could be performed by the M/WBE subcontractors and shall clearly describe the potential subcontracting categories for the project. A lead time of less than 10 days will not be considered reasonable.

3. Verification of negotiations in good faith with M/WBE firms interested in performing work on the project. (Consultant shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability or unavailability of any M/WBE firms, which are not chosen to perform work on the project.)

VI. Contractor Responsibilities and Guidelines

A. Bidding Phase

As part of their bid submission, Bidders shall complete the Certification for Utilization of Minority and Women Business Enterprises included in the bid.

B. Construction Phase

The following requirements are included in the Instructions to Bidders Section of the Contract Documents.

1. The Contractor will be required to designate, in writing, an executive of his company who will have overall responsibility for implementing the Contractor M/WBE Utilization Plan.

2. Before the first payment request, the prime contractor shall submit to the M/WBE Officer an M/WBE Utilization Plan. The Utilization Plan should be accompanied by executed subcontracts or signed letters of intent from the M/WBE contractors identified in the plan.

3. Monthly reports shall be submitted by the Contractor with each month's payment request. The Contractor shall identify the portion of the payment request that is the M/WBE payment.

C. Good Faith Effort

In order to qualify for a waiver or reduction of any of the M/WBE goals for Authority contracts, a Contractor must make a good faith effort to obtain an M/WBE subcontractor. In judging whether a bidder has made a good faith effort to meet the M/WBE utilization requirements, the Authority will consider the different kinds of effort as well as the intensity of those efforts.

The Authority will require documentation of the following affirmative steps:

1. Identification of work which could be subcontracted to M/WBE and/or explanation of why the elements of the subject work do not provide adequate M/WBE opportunities, as required, in meeting the established goals.

2. Verification of advertisements for obtaining quotes from M/WBE's in general circulation media, trade association publications, and minority and female focused media for a reasonable period before the award of the contract. A period of less than 10 days will not be considered reasonable.

3. Verification, in writing, of effort to contact all appropriate certified M/WBE's. Such verification shall be for appropriate portions of the work, which could be performed by the M/WBE subcontractors and shall clearly describe the potential subcontracting categories for the project. A lead time of less than 10 days will not be considered reasonable.

4. Verification of efforts to subcontract with M/WBE's the contractor has contacted and who have contacted the contractor; a description of the information provided to M/WBE's regarding the plans and specifications for portions of the work to be performed by the subcontractor; records detailing the efforts made to involve M/WBE's, including the names and addresses of M/WBE's who were contacted, together with their responses and, if not selected, the reasons for such decision.

5. Verification that the Contractor gave M/WBE's necessary access to and adequate time to review all necessary project plans, drawings, specifications, and other documents as well as adequate time to prepare subcontract bids.

6. Verification of negotiation in good faith with M/WBE firms interested in performing work on the project. (Contractor shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability or unavailability of any M/WBE firms, which are not chosen to perform work on the project.)

7. Verification of positive actions to substitute another M/WBE firm in the event an M/WBE contractor is unable to perform subcontracted work as originally planned.

D. Guidelines

1. M/WBE Supplier

M/WBE supplier participation shall be based on 25 percent of their contract amount. This participation shall be based on 100 percent of the contract amount if said M/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are brought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

2. M/WBE Trucking

A. No material costs will be credited towards a project's M/WBE goals.

B. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

C. The utilization of non-certified M/WBE owner/operators, for credit, can only be accomplished by subcontracting through a duly certified M/WBE trucking service firm.

3. M/WBE Labor-Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between his work force and the prime contractor's work force.

4. M/WBE Subcontracts

A. When an M/WBE firm is contracted to provide service to a project, the prime contractor will receive respective credit when an MBE subcontractor utilizes an M/WBE or when a WBE subcontractor utilizes an M/WBE.

B. In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 33% of any single M/WBE subcontract to non-M/WBE's and still have the whole M/WBE subcontract count toward fulfillment of the M/WBE utilization requirement. If the M/WBE contracts out more than 33% of any single M/WBE subcontract to non-M/WBE firms, the subcontract between the M/WBE and the prime contractor shall no longer be considered a bona fide M/WBE contract.

5. Specialty Materials

A reduction of the contract amounts for which the M/WBE goal is calculated may be reduced by the contractor's actual cost of specific materials items for which

contractor can demonstrate that his Good Faith Efforts yields no W/MBE supplier. Said material must in itself represent a materially significant amount of the contract's value. For example, with the construction of a new steel water tank, the M/WBE Officer may adjust the contract amount (if provided with proper documentation) by the amount of the steel material cost. Contractor must submit requests to reduce contract amount, including a description of each specific item and why it should be considered for contract amount reduction to M/WBE Officer for review and approval.

APPENDIX A

Professional Services Agreement

To be included in Section 4:

4.8.11 EEO and MBE/WBE Program Requirements and Procedures

The Consultant shall comply with the equal employment opportunity provisions of the New York State Law.

Consultant shall utilize its best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on the project. On this project, that goal is a combined participation of 12% of the total project. Further, neither the MBE nor WBE participation should be less than 6% of the total project.

For the purposes of M/WBE, the Consultant shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Consultant shall make its best efforts to meet the M/WBE participation goals established for this contract.

Consultant shall designate in writing an executive of its company who will have overall responsibility for implementing the Consultant's MBE/WBE Utilization Plan. The Consultant's MBE/WBE Utilization Plan shall be developed, administered, and implemented in accordance with the provisions of Authority policies and procedures. Consultant shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms, even if not successful.

APPENDIX B

Contract Documents – M/WBE Requirements

To be included at end of Section 1 of all bid documents:

"The Authority requires Contractors to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on the project. On this project, that goal is a combined participation by MBE and WBE firms on a minimum of twelve percent (12%) of the total Contract Price. Further, neither the MBE nor WBE participation should be less than six percent (6%) of the total Contract Price. The successful Bidder on this project will be required to take various affirmative steps to achieve the participation goals set forth herein. Those affirmative steps, along with the bid submission and contract requirements, are described within the General Conditions."

APPENDIX C

Contract Documents – Certification of Compliance

The following statement shall be placed in Section 7 of all bid proposals following the Addendum Acknowledgement:

M/WBE Certification

The signature below certifies that the Contractor understands the Authority's M/WBE requirements and shall fully comply.

Contractor's Signature _____ Date _____

MONROE COUNTY

Water Authority

Purchasing & Procurement Guidelines

Appendix B

Public Authorities Law / Section 1108 Contracts

Public Authorities

§ 1108. Contracts. 1. All contracts, or orders, for work, material or supplies performed or furnished in connection with construction shall be awarded by the authority pursuant to resolution. Such contracts, or orders, for work, material or supplies needed for any particular purpose involving an expenditure of more than five thousand dollars shall be awarded only after inviting sealed bids or proposals therefor. The notice inviting sealed proposals shall be published at least once in a newspaper or trade paper selected by the authority for such purpose, such publication to be at least ten days before the date for the receipt of bids. If the authority shall not deem it for the interest of the authority to reject all bids, it shall award the contract to the lowest bidder, unless the authority shall determine that it is for the public interest that a bid other than the lowest bid should be accepted. In any contract for work, material or supplies, there shall be inserted in the discretion of the authority a provision that additional work may be done or material or supplies furnished for the purpose of completing such contract at an expense not exceeding fifteen percentum of the amount of such contract if such additional work, materials or supplies shall be ordered by the authority. The bidder whose bid is accepted shall give security for the faithful performance of the contract, and such other security as the authority may require, and may be required to maintain for such period as shall be stipulated any construction done under the contract, all in the manner prescribed and required by the authority; and the sufficiency of such security shall, in addition to the justification and acknowledgment, be approved by the authority. All bids or proposals shall be publicly opened by the authority or its duly authorized agent. If the bidder whose bid has been accepted after advertising shall neglect or refuse to accept the contract within five days after written notice that the same has been awarded to him on his bid or proposal, or, if he accepts but does not execute the contract and give proper security the authority shall have the right to declare his deposit forfeited, and thereupon it shall be readvertised and relet as above provided. In case any work shall be abandoned by any contractor, the authority may, if the best interests of the authority be thereby served, adopt on behalf of the authority any or all sub-contracts made by such contractor for such work and all such sub-contractors shall be bound by such adoption if made; and the authority shall in the manner provided herein readvertise and relet the work specified in the original contract exclusive of so much thereof as shall be provided for in the sub-contract or sub-contracts so adopted. No bid shall be accepted from or any contracts awarded to, any person or corporation who is in arrears to the authority, or the county of Monroe upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation of the authority, or the county. Every contract involving an expenditure of more than five thousand dollars when made and entered into as herein provided for shall be executed in duplicate, one copy of which shall be held by the authority and one copy of which shall be delivered to the contractor. Upon the adoption of a resolution by a vote of two-thirds of all the members of the authority stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material or supplies of more than five thousand dollars may be awarded by the authority to the lowest responsible bidder furnishing the required security after advertisement for sealed bids therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.

2. For the purposes of article fifteen-A of the executive law only, the authority shall be deemed a state agency as that term is used in such article, and all contracts for procurement, design, construction,

services and materials shall be deemed state contracts within the meaning of that term as set forth in such article.

MONROE COUNTY

Water Authority

Purchasing & Procurement Guidelines

Appendix C

Purchases Not Subject to Competitive Bidding or Request for Qualifications/Proposal (RFQ/P)

The following purchases are not subject to competitive bidding or Request for Qualifications/Proposal (RFQ/P) processes.

1. Capital Lease Payments
2. Cash Advances
3. Claims Paid
4. Customer Refunds
5. Deposit Refunds
6. Easements
7. Education Reimbursement
8. Life and Disability Insurance
9. Health and Dental Insurance
10. Medical Payments & Health Insurance
11. Memberships
12. Payroll Items
13. Permit and License Fees
14. Seminars & Meetings
15. Service Awards
16. ~~Micro and~~ Small Purchase Orders
17. Special Authority Agreements
18. Utility Billing

MONROE COUNTY

Water Authority

Purchasing & Procurement Guidelines

Appendix D

Procurement Disclosure Policy

MONROE COUNTY WATER AUTHORITY
PROCUREMENT DISCLOSURE POLICY
(READOPTED NOVEMBER 2025)

PURPOSE

As a public benefit corporation, the Monroe County Water Authority (the "Authority") must conduct its operations in a manner that best serves the interests of its customers and the general public. The Authority expects all Members, officers and employees to comply and cause the Authority to comply with all laws and regulations governing business transactions. In 2005, the State Legislature adopted State Finance Law §§ 139-j and 139-k (the "Statutes") to reform the procurement process for all governmental entities, including the Authority.

This Procurement Disclosure Policy is intended to conform the Authority's procurement process to the requirements of the Statutes.

ARTICLE 1
DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1. Article of Procurement

A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

2. Contacts

Any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the Governmental Procurement.

3. Governmental Entity

(a) Any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (b) each house of the state legislature; (c) the unified court system; (d) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (e) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (f) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (g) a subsidiary or affiliate of such a public authority.

4. Governmental Procurement

(a) the preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than

amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Offerer.

5. Impermissible Contacts

Contacts made by an Offerer shall be considered impermissible if the Offerer fails to satisfy the requirements of Article 4 and Article 5 hereof.

6. Offerer

The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a Governmental Entity about a Governmental Procurement during the Restricted Period of such Governmental Procurement.

7. Permissible Contacts

Contacts made by an Offerer shall be considered permissible if the Offerer satisfies the requirements of Article 4 and Article 5 hereof.

8. Procurement Contract

Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of Fifteen Thousand Dollars ($15,000). Grants, article eleven- B state finance law contracts (i.e., any contract providing for a payment under a program appropriation to a not-for-profit corporation), intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed Procurement Contracts.

9. Procurement Officer

This term shall have the meaning set forth in Article 3 hereof.

10. Procurement Record

This term shall have the meaning set forth in Article 6 hereof.

11. Proposal

Any bid, quotation, offer or response to a Governmental Entity's solicitation of submissions relating to a procurement.

12. Restricted Period

The period of time commencing with the earliest posting on the Authority's website or in a newspaper of general circulation of written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from offerers intending to result in a procurement contract and ending with the final contract award and approval by the appropriate entity.

13. Solicitation Materials

This term shall have the meaning set forth in paragraph (a) of Article 4 hereof.

ARTICLE 2
ETHICS OFFICER

On an annual basis, the Members of the Authority shall appoint a Chairperson of the Ethics Board established in the Authority's Code of Ethics Policy. The appointed Chairperson shall be the Authority's "Ethics Officer" for purposes of this Policy.

ARTICLE 3
PROCUREMENT OFFICERS
(AUTHORIZED AUTHORITY CONTACT PERSONS)

The Members of the Authority hereby delegate to the Executive Director the power to select a "Procurement Officer" for each and every Governmental Procurement (collectively, the "Procurement Officers"). The Executive Director may either select the Procurement Officer at the time the Governmental Procurement commences or select a Procurement Officer in advance for each type or category of Governmental Procurement. Such Procurement Officer(s) shall be the designated "contact" person for Offerers during the Restricted Period surrounding each Governmental Procurement.

ARTICLE 4
CONTACTS BY OFFERERS

All Contacts between an Offerer and the Authority during the Restricted Period for each Governmental Procurement shall be made through the applicable Procurement Officer, unless one of the following exceptions applies:

(a) The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, "Solicitation Materials");

(b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;

(c) Participation in a conference provided for in any Solicitation Materials;

(d) Complaints made in writing to the Executive Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;

(e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;

(f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;

(g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;

(h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or

(i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and

(j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office.

The Statutes and this Policy permit communications between Offerers and the Authority prior to the Restricted Period in the form of a request for information ("RFI") by the Authority and the response thereto by the Offerer. The RFI must be used as a means to collect information upon which to base a decision by the Authority to proceed with a Governmental Procurement and not as a tool employed to award a Procurement Contract.

ARTICLE 5
OTHER PROHIBITED OFFERER ACTIVITIES

In addition to utilizing the designated Procurement Officer for all Contacts with the Authority, the following additional rules shall apply to all Offerers:

(a) Offerers shall not attempt to influence the Authority's Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Authority's Code of Ethics or Conflict of Interest Policies; and

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority[1], during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

ARTICLE 6
PROCUREMENT RECORD

For each Governmental Procurement of the Authority, the applicable Procurement Officer shall maintain a procurement record (the "Procurement Record"), including all written materials pertaining to the specific Governmental Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or

[1] This prohibition is not applicable to Contacts between an Offerer and a member of the state legislature or legislative staff about a governmental entity other than the State Legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a Governmental Procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in their official capacity.

contact the Authority about the Governmental Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include Contacts with certain public officials as described in the footnote to item (b) of Article 5 hereof. In addition, the Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Governmental Procurement. The Authority shall keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

ARTICLE 7
REQUIRED DISCLOSURE

In general, all Solicitation Materials shall incorporate a summary of the policy and prohibitions of the Statutes as well as include copies of rules, regulations and the Authority's guidelines and procedures regarding Permissible Contacts during a Governmental Procurement. The following provisions offer specific methods for satisfying such requirements.

1. In all Authority Solicitation Materials, the following statement shall appear:

> *Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or other applicable identifier, i.e. "Invitation for Bid" or "Request for Proposal," etc.] includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority and, if applicable, the Office of the State Comptroller [the Authority may delete the reference to Comptroller approval when not applicable] ("restricted period"), to other than the Authority's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified on the first page of this solicitation [or wherever in the bid documents it is identified]. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.*

2. In all Authority Procurement Contracts, the following provision shall appear:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with State Finance Law §139-k (5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract."

3. In each response to any Solicitation Materials, the Offerer shall complete the following in a timely and accurate fashion:

(a) "Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and 139-j (6)(b)" in the manner discussed in Appendix "A" hereto;

(b) " Offerer Certification of Compliance with State Finance Law § 139-k (5)" in the manner discussed in Appendix "B" hereto; and

(c) "Offerer Disclosure of Prior Non-Responsibility Determinations" in the form provided as Appendix "B" hereto.

The failure of an Offerer to comply with such disclosure requirements will subject the Offerer to the sanctions described in Article 10 hereof, as well as any other penalties permitted by law.

ARTICLE 8
REQUIREMENTS OF THE AUTHORITY PRIOR TO AWARDING PROCUREMENT CONTRACTS

Prior to conducting an award of a Procurement Contract, the Members of the Authority shall:

1. Make a final determination of responsibility of the proposed awardee in accordance with the Authority's existing procedures;

2. Make a final determination of responsibility of the proposed awardee that measures compliance with the State Finance law provisions regarding (i) Permissible Contacts and (ii) disclosure of all information required in any Solicitation Materials (including, but not limited to, prior findings of non-responsibility by a Governmental Entity); and

3. Make a final determination that the procurement process for such proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority's Code of Ethics and/or Conflict of Interest Policies.

ARTICLE 9
ALLEGED VIOLATION; PROCEDURE

1. Any Member, officer or employee of the Authority who becomes aware that an Offerer has violated this Policy or the Statutes shall:

(a) Immediately notify the Ethics Officer, who shall immediately investigate the alleged violation(s) and report to the Authority's Governance Committee.

(b) If, after commencing the investigation, the Ethics Officer finds that there is sufficient cause to believe the alleged violation has occurred, s/he shall give the alleged violating Offerer reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.

(c) If, following the opportunity to be heard, the Ethics Officer determines that the Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, Officers or employees of the Authority, the Offerer shall be subject to sanctions described in Article 10 hereof.

2. The Ethics Officer shall report to the ethics officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental Entity's employees. The Ethics Officer shall be the person designated to receive similar communications coming from another Governmental Entity.

ARTICLE 10
SANCTIONS

1. Upon a finding by the Ethics Officer, after consult with the Governance Committee, that an Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Offerer shall be subject to the following sanctions, as well as any other penalty permitted by law:

(a) The Offerer shall be deemed "non-responsible" and such Offerer (along with its subsidiaries and any other related or successor entity) shall not be awarded the Procurement Contract, unless the Authority finds that the following special circumstances exist:

(i) The award to the offending Offerer is necessary to protect public property or public health or safety; and

(ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

(b) In addition, the Ethics Officer shall notify the State Office of General Services of the finding of non-responsibility[2].

2. Upon a finding that a Member, officer or employee of the Authority has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Ethics Officer shall immediately notify the Executive Director of the Authority or the Chair of the Board of the Authority. The offending Member, officer or employee shall be subject to the sanctions described in the Authority's Code of Ethics Policy.

[2] A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second final determination of non-responsibility, unless the special circumstances outlined in Section (a) of this Article 10 exist.

DISTRIBUTION OF THIS POLICY

This Policy shall be distributed annually to the Authority's Members and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Member, officer and applicable employee as soon as practicable following commencement of such position.

APPENDIX A

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

Monroe County Water Authority
475 Norris Drive, Rochester, NY 14610

STATE FINANCE LAW §§139-J & 139-K

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and a Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority other than to the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified below. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period, the Bidder/Offerer shall be debarred from obtaining governmental procurement contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Procurement Officers for this Bid are:

- Name of Officer _____ (585) 442-2001 x --- _____Email Address
- Name of Officer _____ (585) 442-2001 x --- _____Email Address
- Name of Officer _____ (585) 442-2001 x --- _____Email Address
- Name of Officer _____ (585) 442-2001 x --- _____Email Address
- Name of Officer _____ (585) 442-2001 x --- _____Email Address

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law §139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract.

AFFIRMATION OF UNDERSTANDING

OFFERER'S AFFIRMATION OF UNDERSTANDING OF *AND* AGREEMENT PURSUANT TO STATE FINANCE LAW §139-J(3) AND §139-j(6)(b)

BACKGROUND

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

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required 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. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the contractor submits its proposal or bid.

AFFIRMATION OF UNDERSTANDING & AGREEMENT

Offerer affirms that he/she understands and agrees to comply with the procedures of the Monroe County Water Authority relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____
Signature of Offerer or Authorized Representative

Name: _____ Title: _____
Please Print

Bidder's Name _____

Bidder's Address _____

_____

APPENDIX B

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K

Monroe County Water Authority
475 Norris Drive, Rochester, NY 14610

BIDDER/OFFERER DISCLOSURE

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K

BACKGROUND

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

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

_____

Address _____

Name & Title of Person Submitting this Form: _____

CONTRACT PROCUREMENT NUMBER: Date: _____

1. In the previous four years, has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract?

   ☐ No ☐ Yes

   If yes, answer the next questions.

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

   ☐ No ☐ Yes

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

   ☐ No ☐ Yes

4. If you answered YES to any of the above questions, 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?

☐ No ☐ Yes

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination or Withholding: _____

Basis of Termination or Withholding: _____

_____

_____

_____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that he/she understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy, and Conflict of Interest Policy as required by State Finance Law 139-](3) and 139-j(6)(2) and certifies that all information provided to the Water Authority with respect to State Finance Law 139-j and 139-k is complete, true, and accurate.

By: _____ Date: _____
(Signature of Person Certifying)

Print Name: _____

Print Title: _____

BIDDER/OFFERER DISCLOSURE

Bidder/Offerer Name: _____
(Company Name)

Bidder/Offerer Address: _____

_____ Phone: _____

Email: _____

PROJECT NO. _____

MCWA PROCUREMENT NO._____

MCWA PROCUREMENT COMPLIANCE FORM

In 2006, New York State adopted extensive changes to the Procurement Laws. Monroe County Water Authority (the "Authority") adopted a Procurement Disclosure Policy in order to comply with the new rules. In particular, Article 8, Section 3 requires that the Authority make a final determination that the procurement process for each proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority's Code of Ethics and/or Conflict of Interest Policies. The Members must make this determination for each procurement. In order to provide sufficient information for the Members to make such determination, the following attestation shall be made by the staff of the Authority:

The procurement process involving _____
product or service

that commenced in_____did not involve conduct
month and year

prohibited by the Public Officers Law, the Authority's Procurement Disclosure Policy and the Authority's Code of Ethics and/or Conflicts of Interest Policies. This attestation is made by the Procurement Officer(s) (as such term is defined in the Authority's Procurement Disclosure Policy) and is limited to such person's personal knowledge.

In the event that an impermissible contact has occurred after date of signature on this form, it will be immediately reported to the Executive Director.

By: _____
(Signature of Person Certifying)

Date:_____

Print Name: _____

Print Title: _____

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MONROE COUNTY

Water Authority

Purchasing & Procurement Guidelines

Appendix E

Professional Services Policy & Procedures

PROFESSIONAL SERVICES POLICY AND PROCEDURES
READOPTED NOVEMBER 2025~~5~~6

DEFINITIONS

"Professional Service": A service that requires special or technical skill, training or expertise and that does not readily lend itself to competitive bidding. General guidelines for determining whether a service is a professional service are as follows:

1. Whether the service is subject to state licensing or testing requirements.
2. Whether substantial formal education or training is a necessary prerequisite to the performance of the service.
3. Whether the service requires a relationship of personal trust and confidence between the contractor and MCWA officials.

The term "Professional Service" specifically excludes services purchased from or exchanged with a governmental body or public benefit corporation.

"RFQ/RFP - Request For Qualifications/Proposals": A written request seeking offers from prospective vendors. This method promotes competition based on qualifications and other factors that go beyond just price. Price Proposals can be solicited at the same time, or fees may be negotiated after selection of the most qualified provider.

"Statements of Qualifications/Proposals": Written documents submitted in response to a RFQ/RFP, if so requested.

SELECTION

A Request for Qualification/Proposal shall be prepared by the applicable department. MCWA shall use reasonable efforts to circulate the RFQ/RFP, such as posting a copy on the MCWA website. If possible, Statements of Qualification/ Proposal shall be solicited from at least three (3) professional service providers.

Technical proposals generally require that potential service providers have extensive expertise in the field. Accordingly, the RFQ/P should include, where applicable, requests for written Statements of Qualifications/Proposals and personal interviews or similar presentations.

PURCHASE APPROVALS

All Professional Services purchase approvals are required as follows:

Contract Value	Approval Required
Up to $19,999	Department Head* and Reviewed by Director of Finance
$20,000 and Above	Department Head*, Director of Finance, Executive Director or Designee, and Board of Directors
*Of the Department originating the professional services payment authorization.	

For all multi-year contracts, the aggregate cost of the contract or purchase over the total term of the contract/purchase, shall determine the necessary level of approval.

PAYMENT APPROVALS

All Professional Services payments, with the exception of the Authority's legal services providers, must be approved by an authorized Department Head. Approvals will be required as follows:

Contract Value	Approval Required
Up to $~~14,999~~19,999	Department Head* and Reviewed by Director of Finance
$20~~15~~,000 and Above	Department Head*, Director of Finance, and Executive Director or Designee
*Of the Department originating the professional services payment authorization.	

CONTRACTS AND PURCHASE ORDERS

All Professional Services shall be memorialized pursuant to a written contract (or purchase order) stating the services to be provided and any material terms. The term of any contract shall not exceed five (5) years. The contract shall specifically state the method by which any service provider shall be compensated. For continuing services, a new selection process shall be completed no less than every five (5) years. This does not preclude the same professional services firm or individual from proposing again after the prior five (5) years has elapsed.