



To: Board Members

Date: April 3, 2025

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, April 10, 2025 @ 9:00 a.m.
Board Room, 475 Norris Drive**

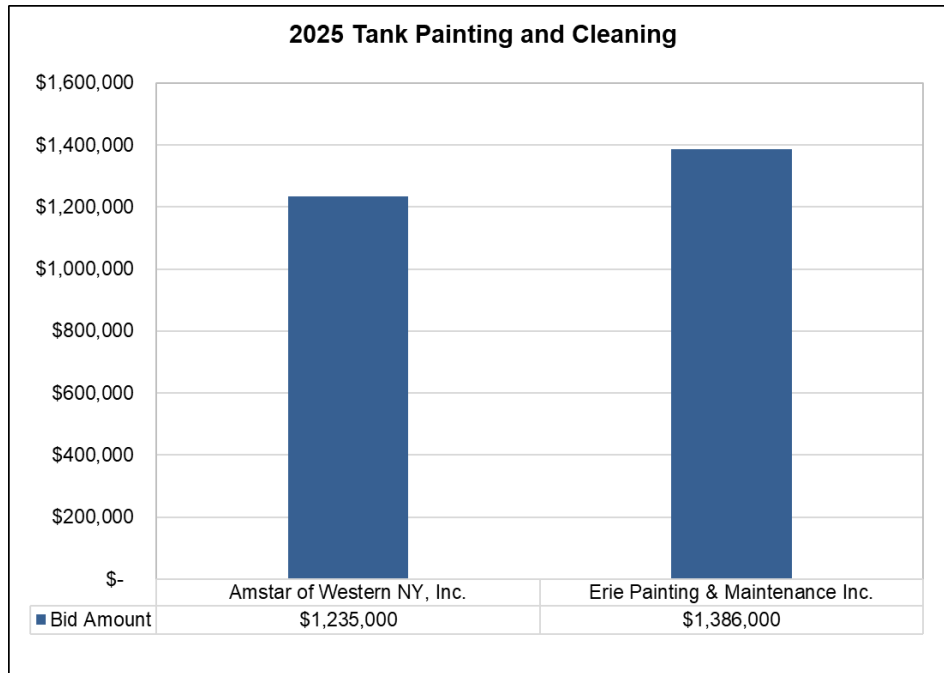
AGENDA ITEMS:

1. Personnel Items

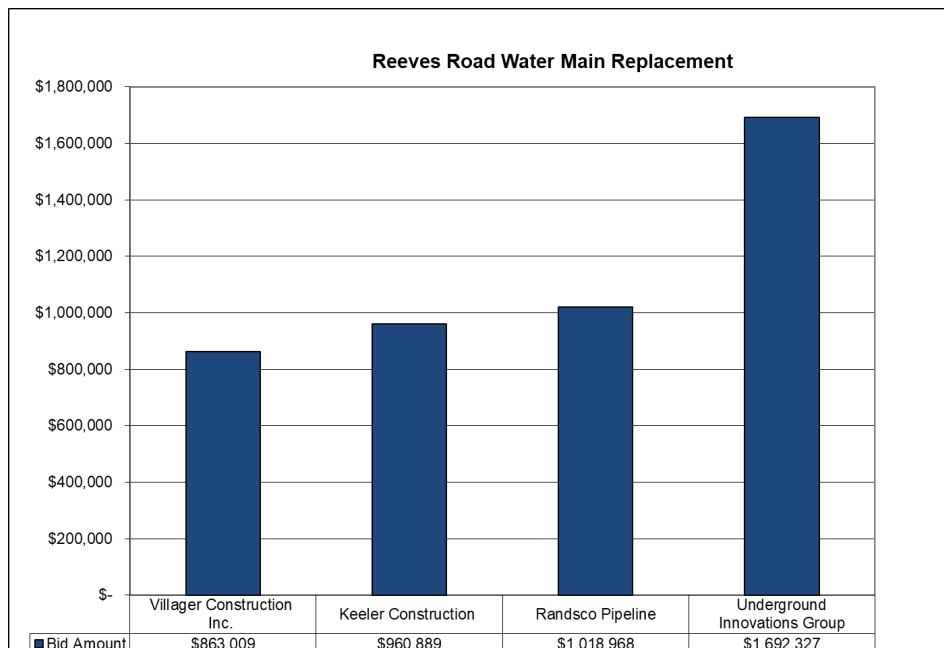
- There is an item on the Agenda marking the retirement of Steven Leyland. We appreciate his many years of dedicated service to the Authority and wish him a happy and fulfilling retirement.

- ### 2.
- There is an item on the agenda to award a contract for Medium Voltage Electrical Equipment Preventative Maintenance and Repair Services, which includes preventative maintenance and repair services on the Authority's medium voltage electrical equipment at various locations within the service area. One responsive bid was received. Our recommendation is to award this unit price contract to Resa Service, LLC. for the bid amount of \$51,796.

- ### 3.
- There is an item on the agenda to award a contract for the 2025 Tank Painting and Cleaning project. This project includes the rehabilitation and exterior recoating of the 3.0 million gallon State Road water tank in the Town of Webster, the exterior over coating of the 0.5 million gallon Pembroke water tank in the Town of Pembroke, roof top safety upgrades and coating test patches for future tank painting on four concrete water tank exteriors, and the interior cleaning of three elevated water storage tanks. There were two bids submitted. Our recommendation is to award this work to the low responsive, responsible bidder, Amstar of Western NY, Inc. in the bid amount of \$1,235,000. Amstar of Western NY, Inc. has successfully completed work for the Authority in the past.



4. There is an item on the agenda to award a contract for the Reeves Road Water Main Replacement project in the Town of Henrietta. This project involves the installation of approximately 4,300 linear feet of 8” ductile iron water main and appurtenances on Reeves road (County Road 73) and on Tobin Road (County Road 90). There were four bids submitted. Our recommendation is to award this work to the low responsive, responsible bidder Villager Construction Inc. in the bid amount of \$863,009.



5. There is an item on the agenda to authorize the use of New York State Contract with Spectrum for the conversion of 8 MCWA locations from phone to DSL for an estimated cost of construction at \$155,000.
6. There is an item on the Agenda for approval of the Monroe County Water Authority's 2024 Annual Report, submitted in accordance with Section 2800 of the Public Authorities Law and entered electronically into the Public Authorities Reporting Information System (PARIS) as required by the New York State Authorities Budget Office. This report was previously e-mailed to each Board Member for prior review.
7. There is an item on the Agenda to re-adopt the Procurement Disclosure Policy.
8. The Authority's Standard Procurement Compliance Resolution.

Annual Meeting will follow upon adjournment of the Regular Meeting.

The Agenda for the Annual Meeting and applicable supporting reference materials are enclosed for Board Members' review.

There may be additional items placed on the Agenda not finalized for this mailing.

BOARD DISCUSSION/NOTIFICATION ITEMS

- In Board Folders for Review:
 - Routine Monthly Informational Reports and/or Updates
 - Notification of Emergency Purchase Order for Repair of Pump #3 at Lake Water Pump Station

There may be additional items presented for discussion and/or notification.

NN/dlh
Enclosures

cc: Executive Staff



Monroe County Water Authority

Memorandum

To: Chris LaManna, P.E., Director of Production and Transmission
Laurie Neff, Purchasing Agent

Date: April 1, 2025

From: Roy Cleveland, Supervisor of Engineering Support

R/C

File: 25-S02 #3

Subject: April 10, 2025 Board Meeting - Agenda Item
Medium Voltage Electrical Equipment Preventative
Maintenance and Repair Services

Copies: N. Noce
L. Magguilli
D. Hendrickson
M. Cavallaro

Attached are the results of the bid opening on March 26, 2025, for the above project. The contract involves preventative maintenance and repair services on the Authority's medium voltage electrical equipment at various locations within the service area. One responsive bid was received in the amount of \$51,796.00. Resa Service, LLC. submitted the lowest bid. The Engineer's estimate was \$56,000.00. A bid tabulation sheet is attached. A second bid was received in the amount of \$57,338.00 from O'Connell Electric Company, Inc.; however, it was determined to be non-responsive because the complete set of bid documents was not submitted.

Resa Service, LLC. has successfully completed work for the Authority in the past. Based on Resa Service, LLC.'s qualifications and past performance with the Authority, it is my recommendation that the Board authorize the Executive Director to award this unit price contract to the lowest responsive, responsible bidder, Resa Service, LLC., for the amount of \$51,796.00.

~~(Dis)~~ Approved by: *Christopher J. LaManna*
Director of Production and Transmission

4/1/25
Date

~~(Dis)~~ Approved by: *Laurie Neff*
Purchasing Agent

4/2/25
Date

(Dis) Approved by: _____
Secretary to the Authority

Date

~~(Dis)~~ Approved by: *Nate L. Noce*
Executive Director

4/2/25
Date

Attachments: Bid Tabulation Sheet

Medium Voltage Electrical Equipment Preventative Maintenance and Repair Services

I certify that this tabulation is a true representation of bids received
on March 26, 2025 at 11:00 a.m. for this project.

Eng. No.: 25-S02

Auth. No.: -

Bid Opening: March 26, 2025

By: 
Date: March 26, 2025

				Engineers Estimate		Resa Service, LLC. 53 Marway Circle Rochester NY, 14624 585-626-5562	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Field Technician - Normal Work Hours	180	HR	\$ 150.00	\$ 27,000.00	\$ 138.00	\$ 24,840.00
2	Field Technician - Overtime Work Hours	16	HR	\$ 200.00	\$ 3,200.00	\$ 172.00	\$ 2,752.00
3	Field Technician - Sunday & MCWA Holiday Work Hours	16	HR	\$ 250.00	\$ 4,000.00	\$ 209.00	\$ 3,344.00
4	Service Engineer - Office Hours	45	HR	\$ 180.00	\$ 8,100.00	\$ 138.00	\$ 6,210.00
5	Oil Samples	6	EA	\$ 350.00	\$ 2,100.00	\$ 575.00	\$ 3,450.00
6	Material Allowance plus Material Mark-up Percentage	1	LS	\$ 11,600.00	\$ 11,600.00	\$ 11,200.00	\$ 11,200.00
Total Bid Price				\$56,000.00		\$51,796.00	



Monroe County Water Authority

Memorandum

To: Nicholas Noce, Executive Director
Laurel Neff, Purchasing

From: Stephen M. Savage, P.E., Director of Engineering *bmt*

Subject: April 10, 2025 Board Meeting - Agenda Item
2025 Tank Painting and Cleaning

Date: March 21, 2025

File: 24-007 #3

Copies: D. Hendrickson
T. Stevens, P.E.
M. Smith

Attached are the results of the bid opening on March 20, 2025 for the above project. This project includes the rehabilitation and exterior recoating of the 3.0 million gallon State Road water tank in the Town of Webster, and the exterior overcoating of the 0.5 million gallon Pembroke water tank in the Town of Pembroke, roof top safety upgrades and coating test patches on four concrete water tank exteriors, and interior cleaning of three elevated water storage tanks. Three contractors submitted bids ranging from \$1,235,000 to \$2,139,900. A bid tabulation sheet is attached.

Brave Industrial Painting, LLC. submitted an incomplete bid package as required in Section 1, Article 15 of the Bid Documents and are therefore non-responsive.

Amstar of Western NY, Inc. submitted the lowest responsive bid of \$1,235,000. Amstar of Western NY, Inc. is from Cheektowaga, NY and has successfully completed work for the Authority in the past. Our staff has conducted a thorough review of the bid package including experience; financial status; references; and other related items as required, indicating that they are capable of completing the work.

Based on Amstar's qualifications, it is my recommendation that the Board authorize the Executive Director to award this unit price contract to the low responsive, responsible bidder, Amstar of Western NY, Inc. for the amount of \$1,235,000.

(Dis) Approved by:

Laurel Neff
Purchasing

4/2/25
Date

(Dis) Approved by:

Stephen M. Savage
Director of Engineering

3/28/25
Date

(Dis) Approved by:

Nicholas Noce
Executive Director

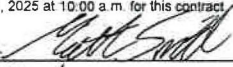
4/2/25
Date

Attachments: Bid Tabulation Sheet

2025 Tank Painting and Cleaning

I certify that this tabulation is a true representation of bids received
on March 20, 2025 at 10:00 a.m. for this contract

Eng No.: 24-007
Bid Opening: March 20, 2025 at 10:00 a.m.

Matt Smith - 
Date: 3/21/25

Engineers Estimate

						Amstar of Western NY, Inc. 825 Rein Road Cheektowaga NY 14225 (716) 204-9755		Erie Painting & Maintenance Inc. 999 Rein Road Cheektowaga, NY 14225 716-634-6746		Brave Industrial Painting LLC. 177 Elmwood Ave Long Branch, NJ 07740 732-483-6403	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.1	State Road Tank Modifications	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 90,000.00	\$ 90,000.00	\$ 155,000.00	\$ 155,000.00	\$ 180,000.00	\$ 180,000.00
1.2	State Road Tank Interior Coating Repairs	40	HR	\$ 1,000.00	\$ 40,000.00	\$ 1,450.00	\$ 58,000.00	\$ 1,750.00	\$ 70,000.00	\$ 1,000.00	\$ 40,000.00
1.3	State Road Tank Exterior Cleaning & Coating	1	LS	\$ 800,000.00	\$ 800,000.00	\$ 746,700.00	\$ 746,700.00	\$ 580,000.00	\$ 580,000.00	\$ 1,068,000.00	\$ 1,068,000.00
1.4	State Road Tank Vault Piping Cleaning & Coating	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 36,000.00	\$ 36,000.00	\$ 10,000.00	\$ 10,000.00	\$ 85,000.00	\$ 85,000.00
2.1	Pembroke Tank Modifications	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00	\$ 64,000.00	\$ 64,000.00	\$ 71,800.00	\$ 71,800.00
2.2	Pembroke Tank Exterior Cleaning & Overcoating	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 98,000.00	\$ 98,000.00	\$ 195,180.00	\$ 195,180.00	\$ 300,000.00	\$ 300,000.00
3.1	Concrete Tank Test Patches - East Lake Road Tank	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,400.00	\$ 5,400.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
3.2	Concrete Tank Test Patches - Eastview Tank	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 10,800.00	\$ 10,800.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
3.3	Concrete Tank Test Patches - Harek Road Tank	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 10,800.00	\$ 10,800.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
3.4	Concrete Tank Test Patches - Willard Road Tank	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 10,800.00	\$ 10,800.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
4.1	Eastview Tank Modifications	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,700.00	\$ 6,700.00	\$ 20,700.00	\$ 20,700.00	\$ 15,500.00	\$ 15,500.00
4.2	Harek Road Tank Modifications	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 20,100.00	\$ 20,100.00	\$ 22,000.00	\$ 22,000.00	\$ 24,200.00	\$ 24,200.00
4.3	Willard Road Tank Modifications	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,700.00	\$ 6,700.00	\$ 20,700.00	\$ 20,700.00	\$ 15,000.00	\$ 15,000.00
5.1	Tank Cleaning - Churchville Tank	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
5.2	Tank Cleaning - South Ave Tank	1	LS	\$ 58,000.00	\$ 58,000.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
5.3	Tank Cleaning - West Brighton Tank	1	LS	\$ 46,000.00	\$ 46,000.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
40.0	Steel Tank Chipping and Grinding	20	HR	\$ 110.00	\$ 2,200.00	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00	\$ 110.00	\$ 2,200.00
41.0	Steel Tank Deep Pit Weld Repair	20	HR	\$ 110.00	\$ 2,200.00	\$ 200.00	\$ 4,000.00	\$ 178.00	\$ 3,560.00	\$ 110.00	\$ 2,200.00
42.0	Steel Tank Seam Weld Repair	20	LF	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 143.00	\$ 2,860.00	\$ 100.00	\$ 2,000.00
43.1	Tank Cleaning - Interior Coating Holiday Repairs Up to 20 feet	20	HR	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00
43.2	Tank Cleaning - Interior Coating Holiday Repairs Greater Than 20 feet	10	HR	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00
Total Bid Price				\$	1,487,400.00	\$	1,235,000.00	\$	1,386,000.00	\$	2,139,800.00

1st Low Bidder

2nd Low Bidder

Bid Informalities:

- 1) Brave Industrial Painting did not submit the intact full specification. Only section 7 was submitted.
- 2) Erie Painting did not stamp their corporate resolution.



Monroe County Water Authority

Memorandum

To: Nicholas Noce, Executive Director
Laurel Neff, Purchasing

From: Stephen M. Savage, P.E., Director of Engineering

Subject: April 10, 2025 Board Meeting - Agenda Item
Reeves Road Water Main Replacement
Town of Henrietta

Date: March 26, 2025

File: 24-009 #3

Copies: D. Hendrickson
T. Stevens, P.E.
K. Shepard

Attached are the results of the bid opening on March 20, 2025 for the above project. This project involves the installation of approximately 4,300 lineal feet of 8" ductile iron water main and appurenances on Reeves Road (County Road 73) and Tobin Road (County Road 90) in the Town of Henrietta. Four contractors' submitted bids ranging from \$863,009 to \$1,692,327; the Engineer's estimate was \$966,769. A bid tabulation sheet is attached; Villager Construction Inc. submitted the lowest responsive bid.

Staff has conducted a thorough review of the bid package including experience; financial status; references; and other related items as required, indicating that Villager Construction Inc. is capable of completing the work.

Based on the staff review of Villager Construction Inc. qualifications, it is my recommendation that the Board authorize the Executive Director to award this contract to the low responsive, responsible bidder, Villager Construction Inc. for the bid amount of \$863,009.

(Dis) Approved by:

Purchasing

Date

(Dis) Approved by:

Director of Engineering

Date

(Dis) Approved by:

Executive Director

Date

Attachments: Bid Tabulation Sheet

Reeves Road Water Main Replacement Project

I certify that this tabulation is a true representation of bids received on March 20, 2025 at 11:00 a.m. for this project

By: K. Shepard
Date: 3/20/25

Eng. No.: 24-009
Auth. No.: 153-000
Bid Opening: March 20, 2025

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		Villager Construction Inc. 425 Old Macedon Center Road Fairport, New York 14450 (585) 223-7697		Keeler Construction 13519 West Lee Road Albion, New York 14411 (585) 589-4481		Randsco Pipeline 672A Frey Road Macedon, New York 14502 (315) 538-8291		Underground Innovations Group P.O. Box 536 Andover, NY 14806 (716) 498-8418	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.0	8" Ductile Iron Water Main	LF	3,600	\$ 115.00	\$ 414,000.00	\$ 97.00	\$ 349,200.00	\$ 114.00	\$ 410,400.00	\$ 138.00	\$ 496,800.00	\$ 277.00	\$ 997,200.00
2.1	8" M.J. Ductile Iron Bend: 11-1/4 Degrees	EA	2	\$ 1,059.00	\$ 2,118.00	\$ 705.00	\$ 1,410.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,094.00	\$ 2,188.00
2.2	8" M.J. Ductile Iron Bend: 22-1/2 Degrees	EA	2	\$ 1,145.00	\$ 2,290.00	\$ 725.00	\$ 1,450.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,094.00	\$ 2,188.00
2.3	8" M.J. Ductile Iron Bend: 45 Degrees	EA	19	\$ 1,087.00	\$ 20,653.00	\$ 730.00	\$ 13,870.00	\$ 800.00	\$ 15,200.00	\$ 200.00	\$ 3,800.00	\$ 1,295.00	\$ 24,605.00
2.4	8" M.J. Ductile Iron Bend: 90 Degrees	EA	4	\$ 1,343.00	\$ 5,372.00	\$ 785.00	\$ 3,140.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 1,367.00	\$ 5,468.00
3.0	8" Restrained Joint Ductile Iron Water Main	LF	760	\$ 85.00	\$ 64,600.00	\$ 69.00	\$ 52,440.00	\$ 80.00	\$ 60,800.00	\$ 75.00	\$ 57,000.00	\$ 144.00	\$ 109,440.00
4.0	8" x 8" Tapping Sleeve, Valve and Tap	EA	1	\$ 8,910.00	\$ 8,910.00	\$ 9,987.00	\$ 9,987.00	\$ 10,500.00	\$ 10,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,101.00	\$ 4,101.00
5.0	8" Gate Valve	EA	5	\$ 3,132.00	\$ 15,660.00	\$ 3,000.00	\$ 15,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,400.00	\$ 17,000.00	\$ 2,734.00	\$ 13,670.00
6.1	Perpendicular Hydrant Assembly	EA	6	\$ 7,650.00	\$ 45,900.00	\$ 8,500.00	\$ 51,000.00	\$ 7,200.00	\$ 43,200.00	\$ 8,500.00	\$ 51,000.00	\$ 6,380.00	\$ 38,280.00
6.2	Dead End Perpendicular Hydrant Assembly	EA	2	\$ 7,700.00	\$ 15,400.00	\$ 8,500.00	\$ 17,000.00	\$ 8,000.00	\$ 16,000.00	\$ 9,000.00	\$ 18,000.00	\$ 7,519.00	\$ 15,038.00
7.0	V-Dio Polyethylene Encasement	LF	4,300	\$ 2.20	\$ 9,592.00	\$ 2.00	\$ 8,720.00	\$ 3.70	\$ 16,132.00	\$ 4.00	\$ 17,440.00	\$ 2.00	\$ 8,720.00
8.0	1" Corporation	EA	25	\$ 73.00	\$ 1,825.00	\$ 75.00	\$ 1,875.00	\$ 300.00	\$ 7,500.00	\$ 1,000.00	\$ 25,000.00	\$ 328.00	\$ 8,200.00
9.1	1" Copper Installation by Open Cut in Lawn	LF	350	\$ 57.00	\$ 19,950.00	\$ 67.00	\$ 23,450.00	\$ 37.00	\$ 12,950.00	\$ 65.00	\$ 22,750.00	\$ 39.00	\$ 13,650.00
9.2	1" Copper Installation by Open Cut in Pavement	LF	20	\$ 85.00	\$ 1,700.00	\$ 180.00	\$ 3,600.00	\$ 35.00	\$ 700.00	\$ 200.00	\$ 4,000.00	\$ 68.00	\$ 1,360.00
9.3	1" Copper Installation by Non-Open Cut	LF	745	\$ 58.00	\$ 43,210.00	\$ 40.00	\$ 29,800.00	\$ 56.00	\$ 41,720.00	\$ 75.00	\$ 55,875.00	\$ 70.00	\$ 52,150.00
10.0	3/4" or 1" Service Transfer in Lawn or Pavement	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00	\$ 6,000.00	\$ 450.00	\$ 1,350.00	\$ 1,400.00	\$ 4,200.00	\$ 911.00	\$ 2,733.00
11.0	1" Curb Stop in Lawn or Pavement	EA	25	\$ 1,014.00	\$ 25,350.00	\$ 750.00	\$ 18,750.00	\$ 835.00	\$ 8,375.00	\$ 1,000.00	\$ 25,000.00	\$ 328.00	\$ 8,200.00
12.0	Type 2 Select Fill - No. 2 Crusher Run Stone	CY	25	\$ 48.00	\$ 1,200.00	\$ 52.00	\$ 1,300.00	\$ 90.00	\$ 2,250.00	\$ 45.00	\$ 1,125.00	\$ 66.00	\$ 1,650.00
13.0	Temporary Asphalt	SF	343	\$ 18.00	\$ 6,174.00	\$ 4.00	\$ 1,372.00	\$ 7.50	\$ 2,400.00	\$ 1.00	\$ 343.00	\$ 12.00	\$ 4,116.00
14.0	Street Asphalt	CF	60	\$ 18.00	\$ 1,080.00	\$ 60.00	\$ 3,600.00	\$ 50.00	\$ 3,000.00	\$ 18.00	\$ 1,080.00	\$ 18.00	\$ 1,080.00
15.0	Driveway Asphalt	CF	143	\$ 20.00	\$ 2,860.00	\$ 65.00	\$ 9,295.00	\$ 32.00	\$ 4,576.00	\$ 20.00	\$ 2,860.00	\$ 20.00	\$ 2,860.00
16.1	Lawn Restoration	SF	17,440	\$ 2.00	\$ 34,880.00	\$ 2.00	\$ 34,880.00	\$ 2.50	\$ 43,600.00	\$ 2.00	\$ 34,880.00	\$ 2.00	\$ 34,880.00
16.2	Field Restoration	SF	17,340	\$ 1.00	\$ 17,340.00	\$ 1.00	\$ 17,340.00	\$ 2.50	\$ 43,350.00	\$ 1.00	\$ 17,340.00	\$ 1.00	\$ 17,340.00
17.0	Horizontal Directional Drilling with 8" Pipe	LF	760	\$ 162.00	\$ 123,120.00	\$ 165.00	\$ 125,400.00	\$ 145.00	\$ 110,200.00	\$ 140.00	\$ 106,400.00	\$ 162.00	\$ 123,120.00
18.0	Tree Removal	EA	1	\$ 800.00	\$ 800.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00
19.0	Bore without Casing	LF	40	\$ 217.00	\$ 8,680.00	\$ 100.00	\$ 4,000.00	\$ 106.00	\$ 4,240.00	\$ 85.00	\$ 3,400.00	\$ 171.00	\$ 6,840.00
20.0	Tunneling	LF	10	\$ 136.00	\$ 1,360.00	\$ 200.00	\$ 2,000.00	\$ 50.00	\$ 500.00	\$ 85.00	\$ 850.00	\$ 191.00	\$ 1,910.00
21.0	Water Main Abandonment	EA	1	\$ 4,606.00	\$ 4,606.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 82,027.00	\$ 82,027.00
22.0	Valve Box Abandonment	EA	6	\$ 321.00	\$ 1,926.00	\$ 500.00	\$ 3,000.00	\$ 2,400.00	\$ 14,400.00	\$ 200.00	\$ 1,200.00	\$ 2,779.00	\$ 13,674.00
23.0	Hydrant Assembly Abandonment	EA	8	\$ 983.00	\$ 7,864.00	\$ 750.00	\$ 6,000.00	\$ 1,800.00	\$ 14,400.00	\$ 500.00	\$ 4,000.00	\$ 3,418.00	\$ 27,344.00
24.0	Hold Utility Pole	EA	6	\$ 568.00	\$ 3,408.00	\$ 1,000.00	\$ 6,000.00	\$ 900.00	\$ 5,400.00	\$ 200.00	\$ 1,200.00	\$ 2,779.00	\$ 13,674.00
25.0	Erosion Control Drainage Structure Inlet Protection (Gravel bag or Silt Fence)	EA	3	\$ 322.00	\$ 966.00	\$ 250.00	\$ 750.00	\$ 480.00	\$ 1,440.00	\$ 200.00	\$ 600.00	\$ 456.00	\$ 1,368.00
26.0	Erosion Control Stone Check Dam	EA	2	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00	\$ 1,040.00	\$ 2,080.00	\$ 200.00	\$ 400.00	\$ 684.00	\$ 1,368.00
27.0	Stone Lined Swale	LF	120	\$ 150.00	\$ 18,000.00	\$ 24.00	\$ 2,880.00	\$ 140.00	\$ 16,800.00	\$ 50.00	\$ 6,000.00	\$ 228.00	\$ 27,360.00
40.0	Rock Removal	CY	200	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00
41.0	Rock Drilling	LF	50	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00
42.0	Exploratory Excavation	CY	20	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00
43.0	Exploratory Excavation - Sheeted	CY	20	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00
44.0	8" M.J. Solid Sleeve	EA	1	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
45.1	6" Anchor Pipe: 12", 18" or 24"	EA	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
45.2	6" Anchor Pipe: 3", 4", 6" or 8"	EA	1	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
46.1	Hydrant Extensions: 6", 12" or 18"	EA	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
46.2	Hydrant Extensions: 24", 30" or 36"	EA	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
47.0	Type 1 Select Fill - No. 1 Crusher Run Stone	CY	25	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00
48.0	Type 3 Select Fill - Run-of-Bank Gravel	CY	25	\$ 16.00	\$ 400.00	\$ 16.00	\$ 400.00	\$ 16.00	\$ 400.00	\$ 16.00	\$ 400.00	\$ 16.00	\$ 400.00
49.0	Type 4 Select Fill - Sand	CY	30	\$ 15.00	\$ 450.00	\$ 15.00	\$ 450.00	\$ 15.00	\$ 450.00	\$ 15.00	\$ 450.00	\$ 15.00	\$ 450.00
50.0	Type 5 Select Fill - Controlled Density Fill	CY	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
51.0	Valve Nut Extension Stems: 1', 2', 3' or 4'	EA	1	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
52.0	Temporary Fencing	LF	400	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
53.0	Erosion Control - Silt Fence	LF	400	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00
54.0	Tree Fertilization	EA	2	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00
Total:					\$966,769.00		\$863,009.00		\$960,889.00		\$1,018,968.00		\$1,692,327.00

Bid Informalities:

Underground Innovations Group - Bid Item 13.0, inaccurate math & Overall Extended Total did not total correctly

MONROE COUNTY WATER AUTHORITY
PROCUREMENT DISCLOSURE POLICY
(READOPTED APRIL 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 Authority¹, 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-responsibility².

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.

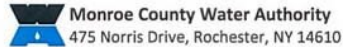
² A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second 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)



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/Officer during the procurement process. A Bidder/Officer 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/Officer 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/Officer 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/Officer 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: _____ Tide: _____
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



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

BIDDER/OFFERER DISCLOSURE

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-j(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: _____
(Signature of Person Certifying)

Date: _____

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 _____
month and year

did not involve conduct 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: _____