



To: Board Members

Date: April 9, 2026

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, April 16, 2026 @ 9:00 a.m.
Board Room, 475 Norris Drive**

AGENDA ITEMS:

1. Personnel Items

- There are items on the Agenda marking the retirements of Mary Johns and Christian King. We appreciate their many years of dedicated service to the Authority and wish them happy and fulfilling retirements.
- Appointment of Hunter Knorr to the title of Laborer in the Facilities, Fleet and Operations Department. Mr. Knorr was most recently working as a driver for UPS. See enclosed memorandum from Stephen Trotta.
- Appointment of James Rickey IV to the title of Skilled Laborer in the Facilities, Fleet and Operations Department. Mr. Rickey most recently has been employed by The Firm as an installer. See enclosed memorandum from Larry Magguilli.
- Promotional Appointment of Kevin Hetzer to the title of Maintenance Mechanic II in the Facilities, Fleet and Operations Department. Mr. Hetzer has been with the Authority for twenty plus years and has been doing a good job. See enclosed memorandum from Stephen Trotta.

2. There is an item on the agenda to authorize the purchase of three new 2026 Ford Bronco Sport Big Bend 4x4 SUV's utilizing the Onondaga County Contract from Van Bortel Ford.

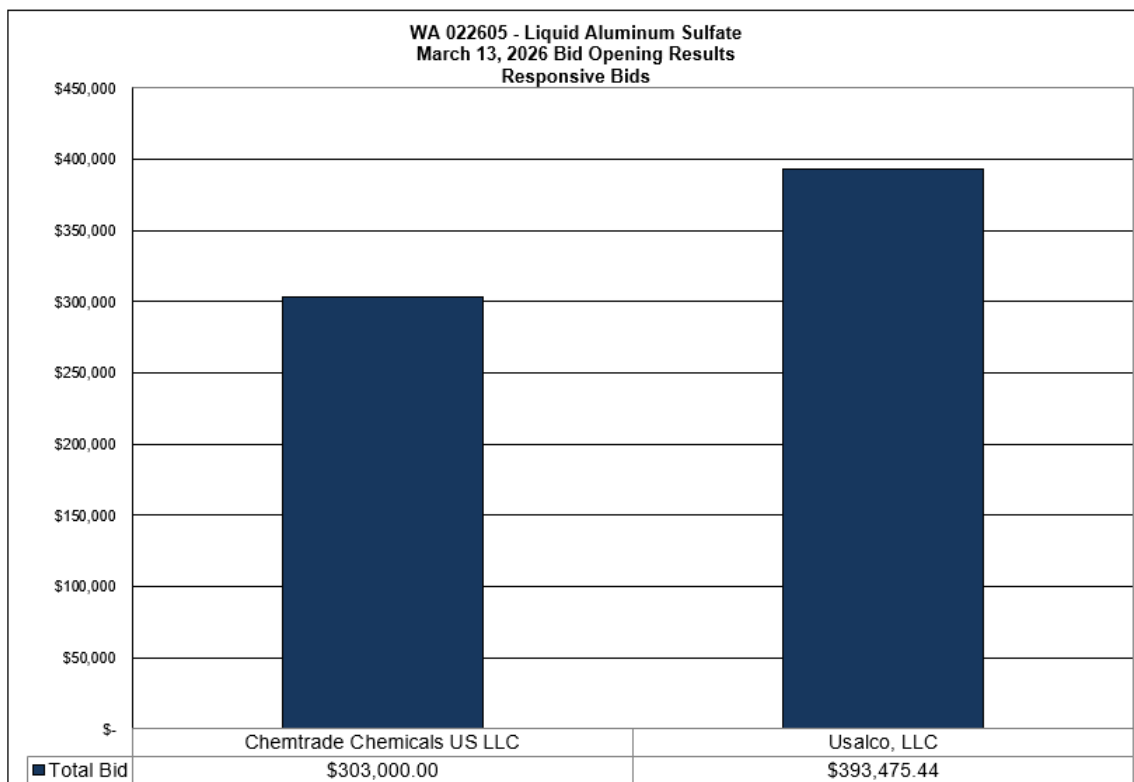
3. There is an item on the agenda to authorize the purchase of two (2) new 2026 Ford Maverick XL Super Cab AWD Pick up trucks from Van Bortel Ford utilizing the Onondaga County Contract.

4. There is an item on the agenda to authorize the purchase of six (6) new 2026 Ford F-250 XL Super Cab 4x4 Pick up trucks utilizing Onondaga County Contract from Van Bortel Ford.

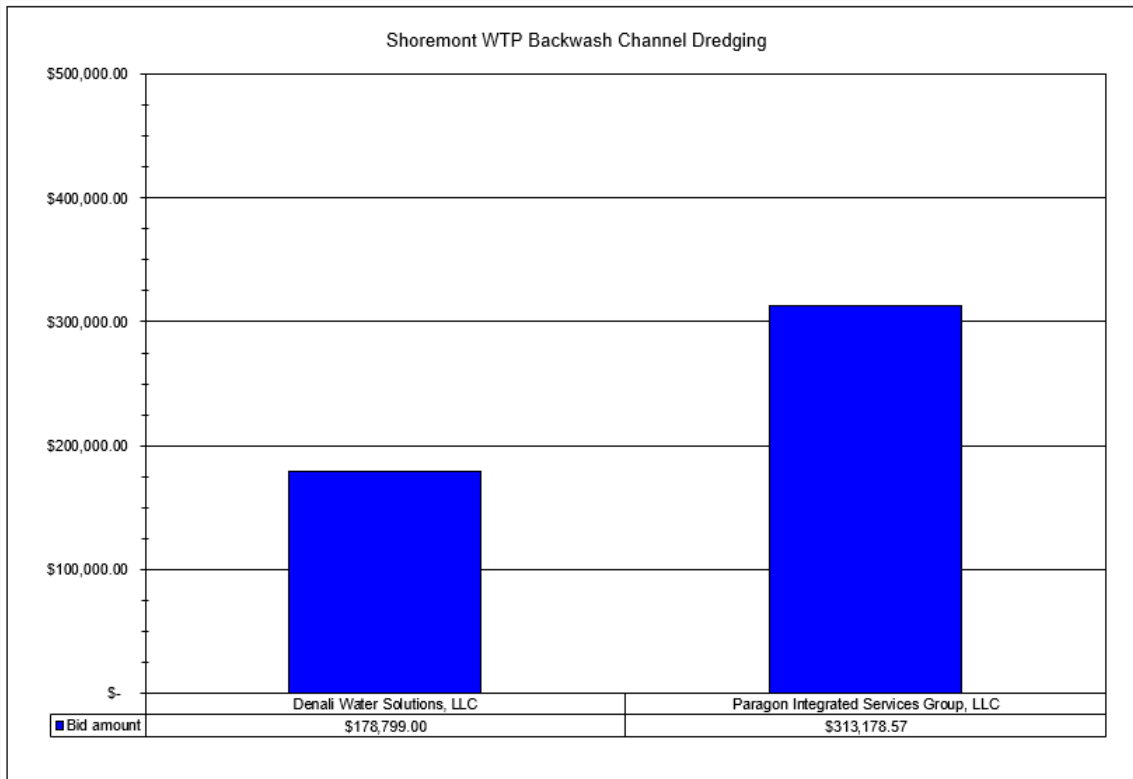
5. There is an item on the agenda to authorize the purchase of two (2) new Scorpion II TL3 Towable Attenuators from Trafix Devices, Inc. utilizing New York State Contract.

6. There is an item on the agenda to authorize the use of Monroe County Contract for testing, inspection, maintenance and repairs of sprinkler systems at the Authority facilities to the low, responsive, responsible bidder, Davis-Ulmer Sprinkler Co.

7. There is an item on the agenda to award a contract for supply of an estimated 600 tons of liquid aluminum sulfate (alum) to the Shoremont and Webster Water Treatment Plants for the water treatment process. This contract is a unit price contract for an initial twelve-month term, with the option to extend for up to four additional twelve-month terms upon mutual consent with a maximum price escalation of five-percent per extension. Two responsive bids were received.

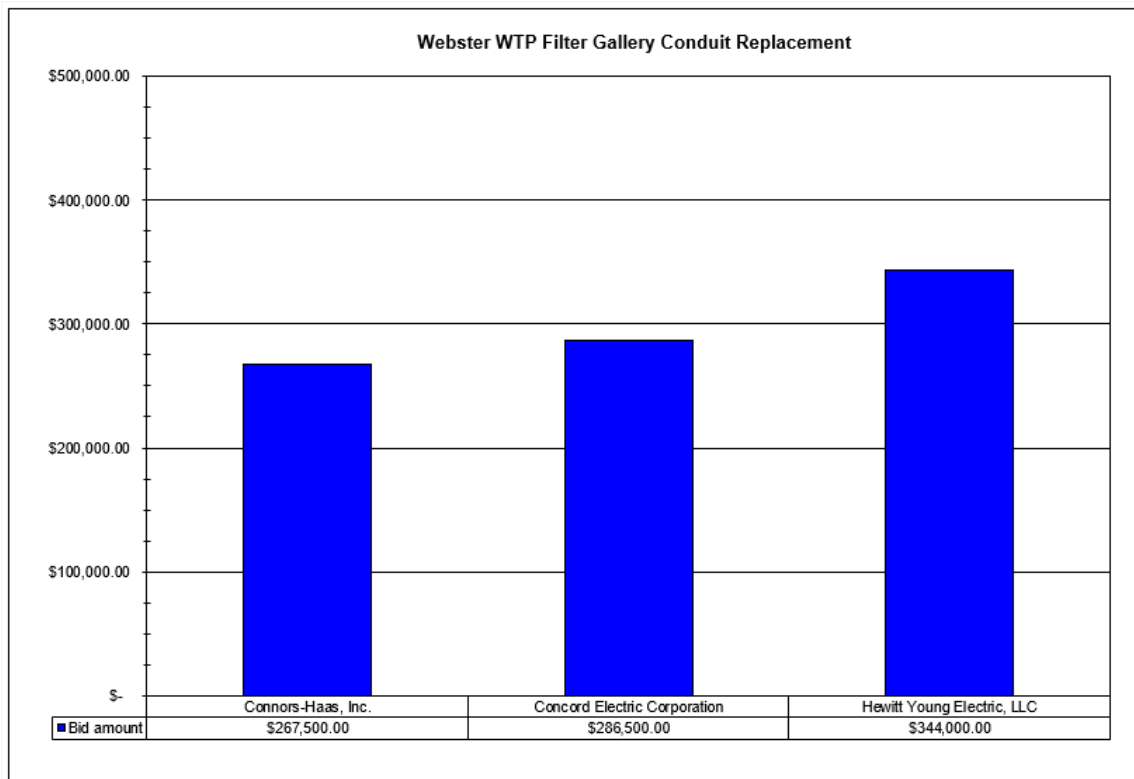


8. There is an item on the agenda to award a contract for the Shoremont WTP Backwash Channel Dredging. This contract includes dredging and removal of sludge from the Shoremont Water Treatment Plant’s backwash channel and placement into the adjacent sludge storage lagoons. This contract is for an initial term ending December 31, 2026 with the option to extend for up to four additional twelve-month terms upon mutual consent with a maximum price escalation of five-percent per extension. Two responsive bids were received.



Our recommendation is to award this contract to the lowest responsive, responsible bidder, Denali Water Solutions, LLC for the bid amount of \$178,799. Denali Water Solutions, LLC has performed this work satisfactorily for the Authority in the past.

9. There is an item on the agenda to award a contract for the Webster WTP Filter Gallery Conduit Replacement. This contract generally includes abandoning existing concealed conduit raceways that have failed, and replacing them with new surface mounted raceways and conductors in the Filter Pipe Gallery at the Webster Water Treatment Plant. Three responsive bids were received.



Our recommendation is to award this contract to the lowest responsive, responsible bidder, Connors-Haas, Inc. for the bid amount of \$267,500. Connors-Haas has performed similar work satisfactorily for the Authority in the past.

10. There is an item on the agenda to authorize the purchase of a new dual pressure relief valve assembly from TOMCO₂ Systems (TOMCO) in the estimated amount of \$17,900 for the carbon dioxide storage and feed system located at the Shoremont Water Treatment Plant. The pressure relief valve is a safety feature designed to prevent over pressurization of the carbon dioxide storage tank. The existing single pressure relief valve assembly is nearing the end of its anticipated service life and cannot be maintained without taking the system out of service and emptying the storage tank. The new dual pressure relief valve assembly will facilitate maintenance and improve the operational reliability and safety of the system. TOMCO is the sole authorized supplier of repair parts for their carbon dioxide storage and feed system equipment.

11. There is a resolution on the agenda to authorize the Executive Director to enter into a Retail Lease Agreement for Operation of the Water System with the Village of Hilton (the "Village"). The Village and the Water Authority entered into a Wholesale Water Supply Agreement and Lease Agreement for Operation of Water System Agreement in 1985 that expired on December 5, 2025. Under the current agreement the Water Authority supplies water to the Village on a wholesale basis and the Village operates the water distribution system with the Village's Department of Public Works. The Water Authority leases and operates the water storage tank in the Village on South Avenue as well as the Village owned water

mains that were outside of the Village of Dunbar Road and North Avenue. The Water Authority supplies water directly to the customers connected to the leased water mains on a retail basis. The new Agreement authorizes the Water Authority to operate the entire Village water system on a retail basis. As requested by the Village, this Retail Lease Agreement will be for a period of 40 years from the Effective Date. This agreement will supersede and replace the current agreement in its entirety.

12. There is an item on the agenda to authorize the Executive Director to enter into an agreement with O'Donnell & Associates to provide New York State and Federal Legislative and Advocacy Services. The Authority issued a RFP/Q to solicit proposals and qualifications from registered Lobbyists and Advocates to represent the Authority's interest in all New York State and Federal Matters related to the daily operations. This proposal specified the areas of concentration, including possible funding, and legislative and regulatory monitoring of any items, which would affect the Authority. We received two qualified proposals from Manatt Government Strategies and O'Donnell and Associates.

After evaluation by qualified Authority Staff, it is recommended that we award the contract to O'Donnell and Associates.

13. There is an item on the agenda to authorize the award of a Professional Services Agreement for Database Administration Services to TwoCoast Consulting, Inc.
14. There is an item on the agenda to authorize the award of a Professional Services Lease Agreement of new Canon Multi-Function Devices and Maintenance from United Business Systems.
15. There is an item on the agenda to authorize the use of the New York State Contract for the purchase of a one-year Cisco Implementation Services Agreement from ePlus, Inc.
16. There is an item on the Agenda for approval of the Monroe County Water Authority's 2025 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.
17. There is an item on the Agenda to re-adopt the Procurement Disclosure Policy.
18. 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 Printer/Copier Overlap
 - Notification of Emergency Purchase Order for Confined Space Monitors from Industrial Scientific
 - Emergency Purchase Order for Aluminum Sulfate (alum)

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

NN/dlh

Enclosures

cc: Executive Staff



Memorandum

To: Nicholas Noce, Executive Director

Date: March 30, 2026

From: Stephen T. Trotta, Director of Operations

Subject: Recommendation to Hire

Copies: D. Hendrickson

I would like to recommend the appointment of Hunter Knorr to the position of Laborer in the Facilities, Fleet and Operations Department.

Mr. Knorr was interviewed by Larry Magguilli, Steve Kromer, and Mike Sullivan and myself; was found to be very well suited for this position. Mr. Knorr has most recently been employed by UPS.

The position will be at an hourly rate of \$23.75.

Mr. Knorr's appointment will be effective April 20, 2026

(Dis) Approved:	 _____ Director of Operations	<u>3-30-26</u> _____ Date
(Dis) Approved:	 _____ Deputy Executive Director	<u>3-30-26</u> _____ Date
(Dis) Approved:	 _____ Executive Director	<u>3/30/26</u> _____ Date

Board Resolution: _____



Memorandum

To: Nicholas Noce, Executive Director

Date: April 7, 2026

From: Larry Magguilli, Deputy Executive Director

Subject: Recommendation to Hire

Copies: D. Hendrickson


I would like to recommend the appointment of James Rickey IV to the position of Skilled Laborer in the Facilities, Fleet and Operations Department.

James was interviewed by Steve Kromer and myself and was found to be very well suited for this position. James has recently been employed as an installer with The Firm, previously he worked for the Town of Farmington Water and Sewer.

The position will be at an hourly rate of \$25.18.

Mr. Rickey's appointment will be effective May 4, 2026.

(Dis)Approved:  4-8-26
 Deputy Executive Director Date

(Dis)Approved:  4/8/26
 Executive Director Date

Board Resolution: _____



Memorandum

To: Nicholas A. Noce, Executive Director

Date: March 30, 2026

From: Stephen T. Trotta, Director of Operations

Subject: Recommendation for Promotion

Copies: D. Hendrickson
File

I would like to recommend the promotion of Kevin Hetzer to the position of Maintenance Mechanic II in the Operations Department. Kevin has been working in the Operations Department for over twenty-two years, working with the distribution crews

Kevin is a very knowledgeable employee and has been doing a good job for the Authority. Over the past couple of years, Kevin has demonstrated the necessary characteristics required for promotional advancement

Kevin's appointment will be effective April 20, 2026 at an hourly rate of \$41.20.

~~(Dis)~~Approved:



Director of Operations

3-30-26

Date

~~(Dis)~~Approved:



Deputy Executive Director

3-30-26

Date

~~(Dis)~~Approved:



Executive Director

3/30/26

Date

Board Resolution: _____



Monroe County Water Authority

Memorandum

To: Laurie Neff, Purchasing Agent

Date: April 7, 2026

From: Chris J. LaManna, Dir. of Production and Transmission

File:

Subject: Bid WA022605 – Liquid Aluminum Sulfate Supply

Copies: N. Noce
L. Magguilli
D.Hendrickson

Bids for WA022605 - Liquid Aluminum Sulfate (Alum) Supply were received on March 13, 2026, which consists of supply of approximately 600 tons of liquid alum to the Shoremont and Webster Water Treatment Plants for water treatment operations. The following responsive bids were received (see attached Bid Tabulation):

- Chemtrade Chemicals US LLC (Parsippany, NJ): \$ 303,000.00 (\$505.00/ton)
- Usalco, LLC (Baltimore, MD): \$ 393,475.44 (\$655.7924/ton)

I recommend the bid be awarded to Chemtrade Chemicals US LLC as the lowest, responsive, responsible bidder in the amount of \$303,000.00 (\$505.00/ton). The contract is for an initial term of twelve months, with the option to extend for up to four additional twelve-month terms upon mutual consent, with a maximum allowable price increase of five-percent per extension.

~~(Dis)~~ Approved by: Chris J. LaManna
Director of Production & Transmission

4/7/26
Date

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

4/8/26
Date

~~(Dis)~~ Approved by: _____
Secretary to the Authority

Date

~~(Dis)~~ Approved by: Nick Stan
Executive Director

4/8/26
Date

Monroe County Water Authority
WA 022605 - Liquid Aluminum Sulfate (Alum)
Bid Tabulation



I certify that this tabulation is a true representation of bids received
on March 13, 2026 at 11:00 a.m. for this contract.

Eng. No.: N/A

Auth. No.: N/A

Bid Opening: March 13, 2026 at 11:00 a.m.

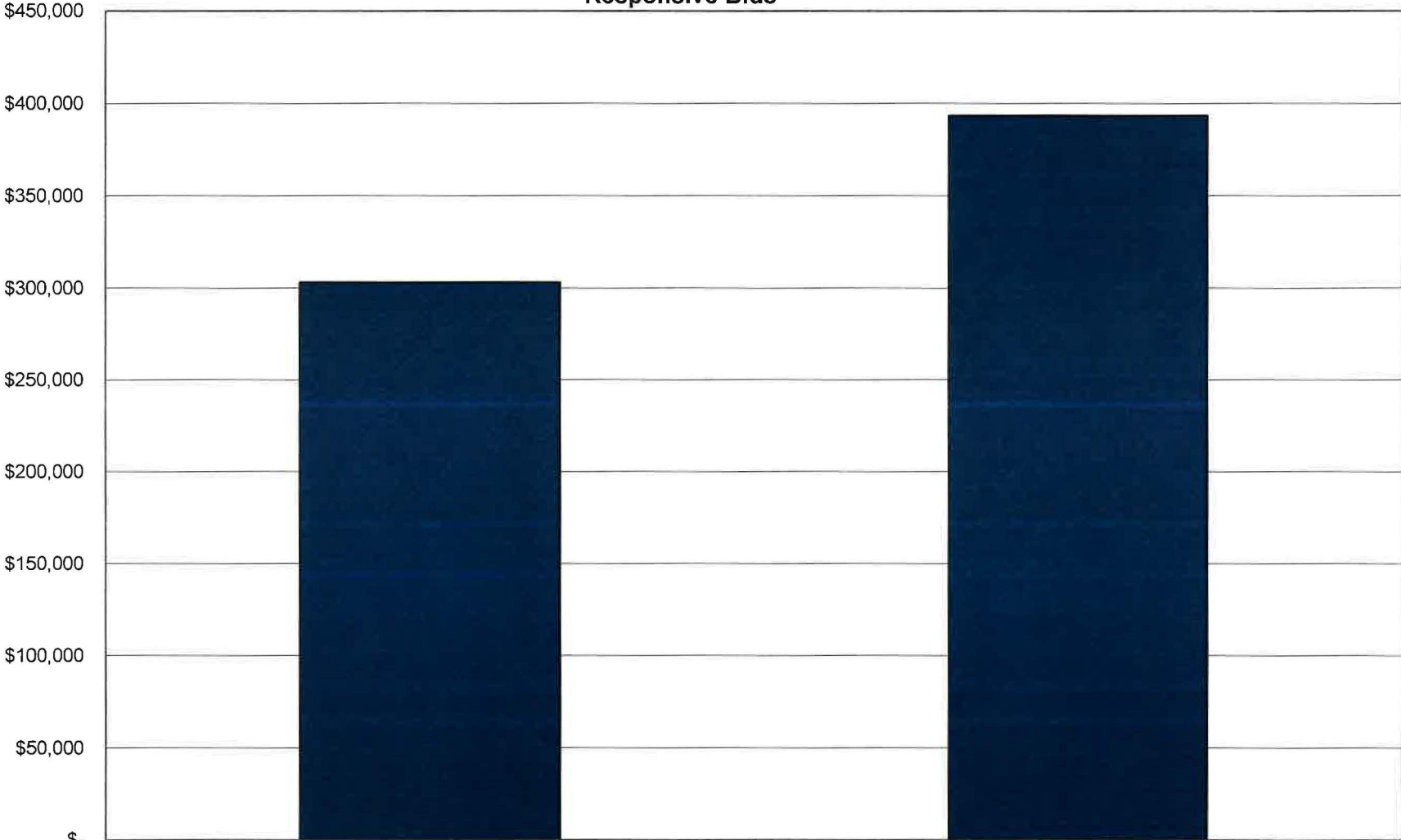
By: *Christopher J. LaManna*
Christopher J. LaManna, P.E., Director of Production

Date: 3/17/26

Chemtrade Chemicals US LLC 90 East Halsey Road, Ste. 200 Parsippany, NJ 07054 800.441.2659	Usalco, LLC 2601 Cannery Avenue Baltimore, MD 21226 800.453.2586
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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Delivery of Liquid Aluminum Sulfate	600	TN	\$ 505.00	\$ 303,000.00	\$ 655.7924	\$ 393,475.44
Total Bid Price				\$	303,000.00	\$	393,475.44

**WA 022605 - Liquid Aluminum Sulfate
March 13, 2026 Bid Opening Results
Responsive Bids**



■ Total Bid

Chemtrade Chemicals US LLC

\$303,000.00

Usalco, LLC

\$393,475.44



Memorandum

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

Date: March 27, 2026

From: Roy Cleveland, Supervisor of Engineering Support *(RLC)*

File: 26-S02 #3

Subject: April 16, 2026 Board Meeting - Agenda Item
Shoremont WTP Backwash Channel Dredging

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

Attached are the results of the bid opening on March 26, 2026, for the above project. The contract involves dredging and removal of sludge from Shoremont Water Treatment Plant's channel and placement in the lagoons. There were two responsive bids submitted in the amounts of \$178,799.00 and \$313,178.57. Denali Water Solutions, LLC submitted the lowest bid. The Engineer's estimate was \$190,000.00. A bid tabulation sheet is attached.

Our staff has conducted a thorough review of the bid package and qualifications. Based on Denali Water Solutions, LLC's qualifications and past performance with the Authority, it is my recommendation that the Board authorize the Executive Director to award this contract to the lowest responsive, responsible bidder, Denali Water Solutions, LLC, for the amount of \$178,799.00.

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

4/7/26
Date

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

4/8/26
Date

(Dis) Approved by: _____
Secretary to the Authority

Date

~~(Dis)~~ Approved by: *[Signature]*
Executive Director

4/8/26
Date

Attachments: Bid Tabulation Sheet

Shoremont WTP Backwash Channel Dredging

I certify that this tabulation is a true representation of bids received
on March 26, 2026 at 10:30 a.m. for this project.

Eng. No.: 26-S02
Auth. No.: -
Bid Opening: March 26, 2026

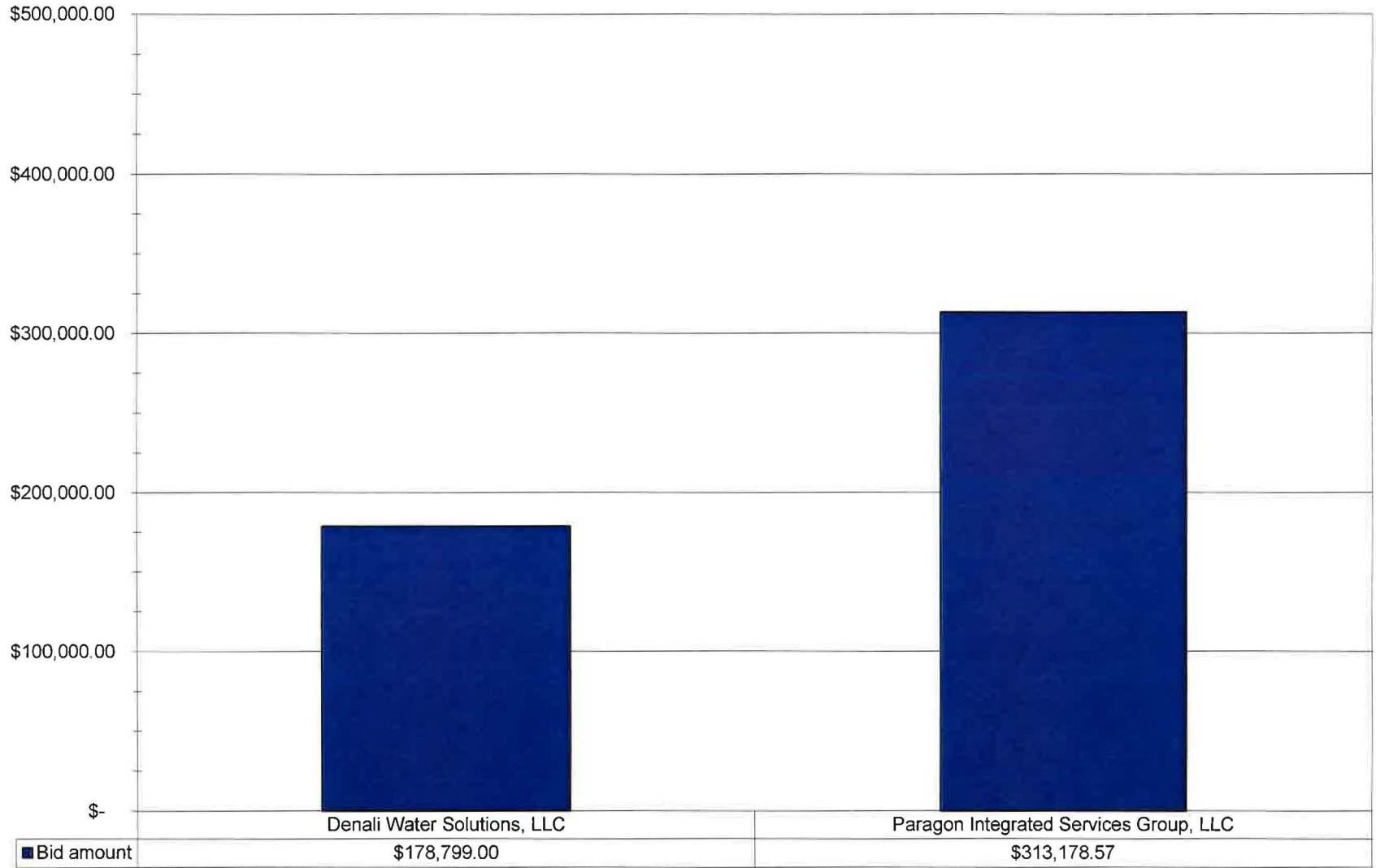
By: Roy L L L

Date: 3-26-26

Engineers Estimate		Denali Water Solutions, LLC 220 S. Commerce Ave. Russellville, AR 72801 (479) 363-5043		Paragon Integrated Services Group, LLC 825 Town and County Ln., Suite 1200 Houston, TX 77024 (479) 363-5043	
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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Dredging and Sludge Transfer	1	LS	\$ 190,000.00	\$ 190,000.00	\$ 178,799.00	\$ 178,799.00	\$ 313,178.57	\$ 313,178.57
Total Bid Price					\$190,000.00	\$178,799.00	\$313,178.57		

Shoremont WTP Backwash Channel Dredging





Memorandum

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

Date: March 27, 2026

From: Roy Cleveland, Supervisor of Engineering Support *R/C*

File: 24-S02 #3

Subject: April 16, 2026 Board Meeting - Agenda Item
Webster WTP Filter Gallery Conduit Replacement

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

Attached are the results of the bid opening on March 24, 2026, for the above project. The contract involves abandoning existing concealed conduit raceways and replacing them with new surface mounted raceways at the Webster Water Treatment Plant. Three responsive bids were received ranging from \$267,500.00 to \$344,000.00. Connors-Haas, Inc. submitted the lowest bid. The Engineer's estimate was \$248,000.00. A bid tabulation sheet is attached. A fourth bid was received in the amount of \$145,624.75 from Nest Wireless Global; however, it was determined to be non-responsive because the complete set of bid documents was not submitted.

The Authority's engineer consultant for the project, LaBella Associates, reviewed Connors-Haas, Inc.'s bid package and qualifications. Based on their recommendation of award and Connors-Haas, Inc.'s past performance with the Authority, it is my recommendation that the Board authorize the Executive Director to award this contract to the lowest responsive, responsible bidder Connors-Haas, Inc. for the bid amount of \$267,500.00.

~~(Dis)~~ Approved by: *Christopher J. LaManna* 4/7/26
Director of Production and Transmission Date

~~(Dis)~~ Approved by: *Laurie Neff* 4/8/26
Purchasing Agent Date

(Dis) Approved by: _____
Secretary to the Authority Date

~~(Dis)~~ Approved by: *Nicholas...* 4/8/26
Executive Director Date

Attachments: Bid Tabulation Sheet

Webster WTP Filter Gallery Conduit Replacement

I certify that this tabulation is a true representation of bids received
on March 24, 2026 at 10:30 a.m. for this project.

Eng. No.: 24-S02

Auth. No.: 141-100

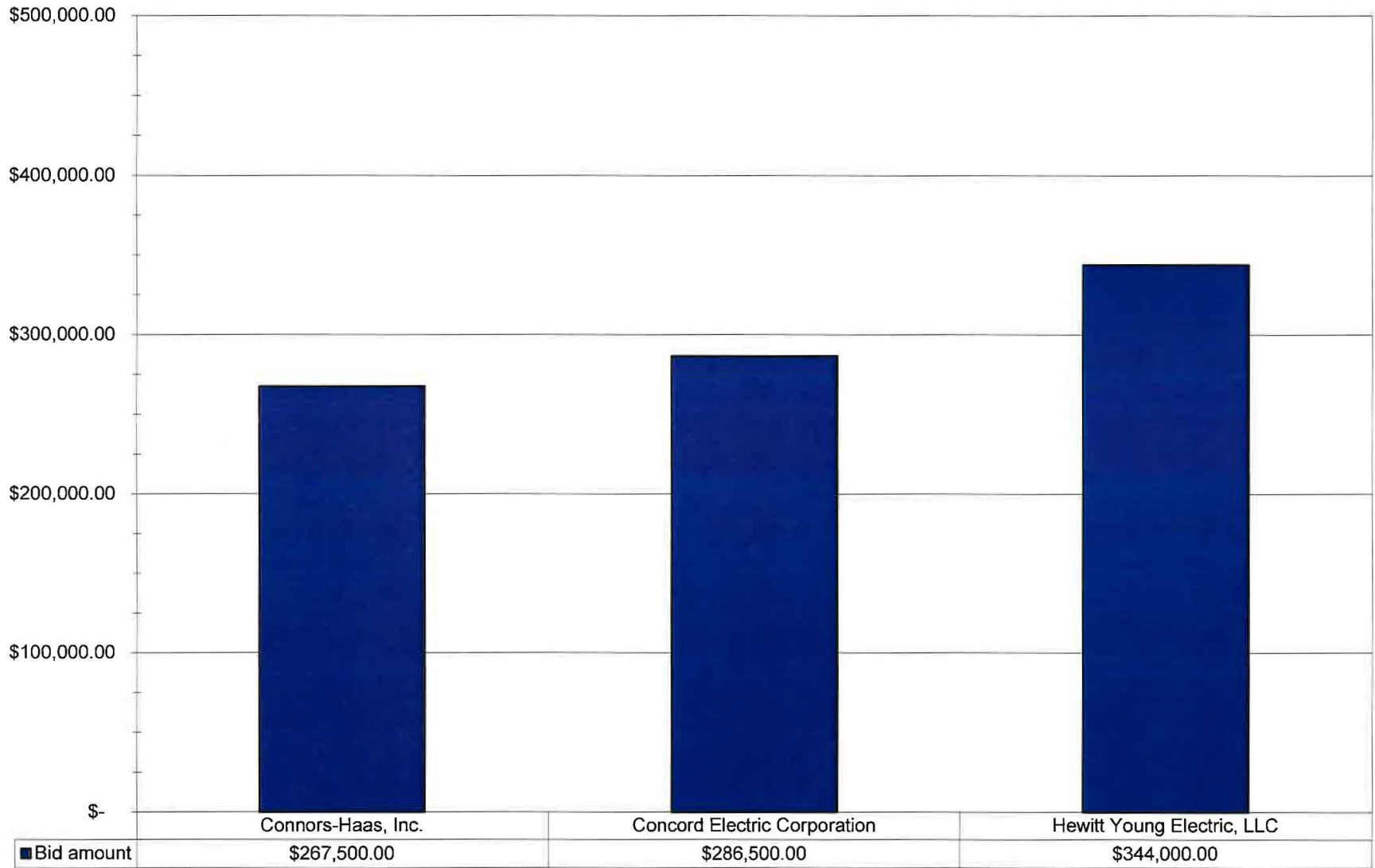
Bid Opening: March 24, 2026

By: Ray J. L. L.

Date: 3-27-2026

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Connors-Haas, Inc. 6337 Dean Parkway Ontario NY, 14519 (585) 265-1810		Concord Electric Corporation 305 Pinewood Drive Rochester NY, 14606 (585) 436-6870		Hewitt Young Electric, LLC 645 Maple Street Rochester NY, 14611 (585) 645-4204	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Webster WTP Filter Gallery Conduit Replacement	1	LS	\$ 238,000.00	\$ 238,000.00	\$ 257,500.00	\$ 257,500.00	\$ 276,500.00	\$ 276,500.00	\$ 334,000.00	\$ 334,000.00
2	Miscellaneous Additional Work Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Bid Price					\$248,000.00		\$267,500.00		\$286,500.00		\$344,000.00

Webster WTP Filter Gallery Conduit Replacement





Monroe County Water Authority

Memorandum

To: Larry Magguilli, Deputy Executive Director **Date:** 04/06/2026
From: Justin Moore, Manager of Information Technology **File:**
Subject: Contract Award for the Oracle DBA Services RFP **Copies:**
April 16, 2026 Board Meeting

Information Technology is requesting authorization to award the Oracle Database Administration Services RFP/Q to TwoCoast Consulting, Inc. This contract will carry a one-year term with four subsequent optional one-year renewals.

The RFP/Q was sent to three prospective vendors and published on the Authority's website. Six valid RFP/Q responses were received from BuzzClan LLC, Concourse Tech, Kastech Solutions, Samara Tech, TwoCoast Consulting, and V3IT Consulting. The proposals were reviewed and scored by a three-person selection committee which included: Justin Moore, Larry Magguilli, and Mark Mulpagano. The proposals were graded individually on a one to ten scale using a weighted grid including: overall pricing, qualifications of personnel, references and like projects, and completeness of proposal. The winner, TwoCoast Consulting received the highest combined weighted score of 8.87.

Therefore, our recommendation is to award a contract to TwoCoast Consulting at an estimated annual total cost of \$50,000.00.

/dh



To: Larry Magguilli, Deputy Executive Director **Date:** 04/06/2026
From: Justin Moore, Manager of Information Technology **File:**
Subject: Contract Award(s) for the MFD / Copier RFP **Copies:**
April 16, 2026 Board Meeting

Information Technology is requesting authorization to award the Multi-Function Device / Copier Refresh RFP/Q to United Business Systems. This will be a five-year contract for the lease of new Canon Copiers company wide, including a one-dollar buyout option at the end of the contract. Furthermore, pricing will be held for the term of contract in the event that business needs change and more Canon Copiers need to be procured.

The RFP/Q was sent to three prospective vendors and published on the Authority's website. Three valid RFP/Q responses were received from Toshiba, United Business Systems, and Xerox. The proposals were reviewed and scored by a four-person selection committee which included: Justin Moore, Larry Magguilli, Drey Piedmont and Alex Bresovski. The proposals were graded individually on a one to ten scale using a weighted grid including: overall pricing, qualifications of personnel, references and like projects, ability for timely on-site response, and technology proposed. The winner, United Business Systems received the highest combined weighted score of 7.80.

Therefore, our recommendation is to award a five-year contract with a one-dollar buyout option for the lease of new Canon Copiers to United Business Systems at an estimated total cost of \$260,000.00.

/dh



Monroe County Water Authority

Memorandum

To: Larry Magguilli, Deputy Executive Director **Date:** 04/06/2026
From: Justin Moore, Manager of Information Technology **File:**
Subject: Cisco Implementation Services via NYS Contract **Copies:**
April 16, 2026 Board Meeting

Information Technology is requesting authorization to procure hourly rate Cisco implementation services off of NYS OGS Contract. These implementation services will assist MCWA IT personnel with new and ongoing Cisco network and software projects over the next year. The requirements include designing, implementing, and providing knowledge transfer to MCWA IT staff for these technologies. The majority of the work will be on site and billed at an hourly rate via NYS OGS Contract.

We received one valid quote and two “no bids” in response to our solicitation of vendors via the New York State Office of General Services Information Technology Umbrella Contract Group 73600, Award 22802, Lot 4 (Contract Number PM20800). Our recommendation is to award this contract to the low responsive quote from ePlus, Inc. at an estimated one-year cost of \$100,000.00.

/dh

MONROE COUNTY WATER AUTHORITY
PROCUREMENT DISCLOSURE POLICY
(READOPTED APRIL 2025~~6~~)

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.

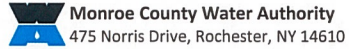
² A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second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

**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

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: _____ 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 _____
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: _____