

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** 202100115  
**Project Description:** Professional Services Contract with AP Professionals WNY, LLC

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Director of HR	<u>David M. My...</u>	Date: <u>05-19-21</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Russell J. Hill</u>	Date: <u>5/19/2021</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Joseph F. Konalick</u>	Date: <u>05/19/2021</u>
<input checked="" type="checkbox"/> Director of Administration	<u>Joseph J. L...</u>	Date: <u>05/19/2021</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly J. Musarra</u>	Date: <u>05/19/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Karen A. Bendugard</u>	Date: <u>05/19/2021</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>05/19/2021</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u>T. J. ...</u>	Date: <u>05-19-21</u>
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**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



**ERIE COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM**

To: Jerome D. Schad, Chair  
Peggy A. LaGree, Vice Chair  
Michele M. Ianello, Treasurer

Cc: Karen A. Prendergast, Chief Financial Officer  
Russell J. Stoll, Chief Operating Officer  
Margaret A. Murphy, General Counsel  
Leonard F. Kowalski, Executive Engineer  
Daniel J. NeMoyer, Director of Human Resources  
Lavonya C. Lester, Director of Administration

From: Terrence D. McCracken, Secretary of the Authority

Date: May 18, 2021

Subject: Professional Services Contract with AP Professionals of WNY, LLC  
Project No.: 202100115

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As you are aware, the Board of Commissioners (the “Board”) and the Authority’s Executive Staff have implemented a plan to restructure the Authority’s Information Technology Department (“IT Department”). On April 15, 2021, the Board approved by resolution ([Item 13](#)) the creation of three new positions: Director of Cybersecurity and Information Technology, Senior Systems Engineer, and Operational Analyst and Solution Programmer. The Authority has posted these positions on the Employment section of its Website.

As we have previously discussed, the Authority will retain the services of AP Professionals of WNY, LLC (“AP Professionals”) to recruit highly qualified candidates for these positions. AP Professionals is a full-service search staffing agency, which has previously provided similar services to the Authority for other management level positions. In consultation with HR Director Dan NeMoyer and me, AP Professionals will recruit, screen, and pre-interview prospective candidates for these positions.

As Secretary to the Authority and as the Division Head overseeing the operations of the IT Department, I am recommending the approval of the professional services agreement with AP Professionals of WNY, LLC.

Budget Information:  
O&M Budget  
Unit: 7510: General Expenses  
Item No.: 20 (923030) – Spec Serv/Misc

## **PROFESSIONAL SERVICES CONTRACT**

AGREEMENT made this 27<sup>th</sup> day of May 2021, by and between:

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority”, and

**AP PROFESSIONALS OF WNY, LLC**  
5110 Main Street  
Williamsville, New York 14221

hereinafter referred to as “Consultant.”

**WHEREAS**, the Authority operates a federally-designated critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians;

**WHEREAS**, the Authority has posted three positions recently created for its Information Technology Department: Director of Cybersecurity and Information Technology, Senior Systems Engineer, and Operational Analyst and Solution Programmer;

**WHEREAS**, the Authority desires to retain the services of the Consultant in soliciting and screening highly qualified applicants with the required knowledge, skills, and abilities to handle, analyze, and encrypt highly sensitive and classified information and to build and maintain a secured, classified, integrated, multi-platform information technology system;

**WHEREAS**, the Consultant is a full-service search staffing agency that has provided similar services to the Authority for other management level positions, both on a permanent and temporary basis;

**WHEREAS**, the Consultant has agreed to render professional employment services upon the terms and for the consideration set forth in this Agreement;

**NOW, THEREFORE**, in consideration of mutual promises herein set forth, the parties agree as follows:

## ARTICLE 1 – CONSULTANT SERVICES

1.01 The recital paragraphs are incorporated as substantive terms and conditions of the Agreement and as representing the parties' intent.

### 1.02 Consultant's Obligations

- A. **Standard of Care:** The Consultant shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances.
- B. **Doing Business Status:** The Consultant represents it is qualified to do business in State of New York and has registered with the New York Secretary of State.
- C. **Independent Status:**
  - 1. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
  - 2. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in this Agreement.
  - 3. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements, or distributions of the Authority.
  - 4. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state, and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

- D. ***Authority Personnel:*** The Consultant agrees not to solicit or recruit any Authority personnel for positions within or outside of the Authority while under contract with the Authority or a period of five-years from the effective date of this Agreement, whichever period is longer in duration.
- E. ***Equal Employment Opportunity:***
1. The Authority and the Consultant affirm and agree they are equal employment opportunity employers and are in full compliance with all applicable anti-discrimination laws, rules, and regulations.
  2. The Authority and the Consultant agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any employee, the Authority and Consultant agree to cooperate in the prompt investigation and resolution of such complaint.
- F. ***Compliance with Laws and Regulations, and Policies and Procedures:***
1. The Authority and the Consultant shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.
  2. The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. The Consultant will submit and sign the Public Authorities Law forms, copies of which are attached to, and incorporated in this Agreement as Appendix A.
  3. The Consultant shall comply with the provisions set forth in State Finance Law §§ 139(j) and 139 (k). The Consultant will submit and sign Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.
  4. The Consultant shall comply with the provisions of the Human Rights Law (Executive Law §290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. The Consultant will submit and sign the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.
  5. The Consultant shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

6. The Authority shall provide the Consultant in writing all other Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with its professional practice requirements.

1.03 **Scope of Services**

- A. The Authority intends to appoint individuals to three newly created positions within its Information Technology Department: Director of Cybersecurity and Information Technology, Senior Systems Engineer, and Operational Analyst and Solution Programmer (collectively, the "Subject Positions"). Copies of these job descriptions are attached to and made a part of this Agreement as Appendix B.
- B. The Authority has retained the Consultant to recruit, screen, interview, and coordinate meetings with prospective highly qualified candidates for the Subject Positions.
- C. The Consultant shall designate a Project Manager who will be responsible for carrying out the Consultant's obligations under this Agreement.
- D. The Consultant shall provide professional services in accordance with the Authority's [Employment Policy and Procedures](#) (Policy No. 92.0), as amended.
- E. ***Recruitment***
  1. The Project Manager will discuss with Terrence D. McCracken, the Secretary to the Authority (the "Secretary"), a plan to recruit highly qualified candidates for the Subject Positions.
  2. In accordance with Article 2, §2.03 of this Agreement, the Project Manager will review with the Secretary any expenses, if any, associated with the proposed recruitment plan. The Secretary must authorize all expenses prior to the Consultant incurring such an expense.
  3. The Project Manager will email the Secretary ([tmccracken@ecwa.org](mailto:tmccracken@ecwa.org)) when the Consultant has recruited a highly qualified candidate for any Subject Position, attaching the candidate's resume to the email.
  4. The Secretary or a person designated by the Secretary will email to the Project Manager ([amy@apbuffalo.com](mailto:amy@apbuffalo.com)) all letters of interest, applications and/or resumes received by the Authority for the Subject Positions.

F. ***Screening***

1. The Project Manager and the Secretary shall select at least three candidates to interview for each open Subject Position
2. The Project Manager will rank and forward to the Secretary the letters of interest, applications and/or resumes for candidates whom the Consultant has determined has at least minimum qualifications for each open Subject Position.
3. Prior to interviews with the Authority, the Project Manager will check references and verify employment and education, as well as any licenses or certifications listed by the candidate.
4. The Project Manager will coordinate the dates and times for interviews with the Office of the Secretary (Trish Fabozzi, Assistant to the Secretary, [tfabozzi@ecwa.org](mailto:tfabozzi@ecwa.org)).

G. ***Interviews***

1. **Pre-screening Interviews**

- a. The Secretary, in his sole discretion, may conduct a pre-screening interview for any promising candidate recommended by the Consultant or its Project Manager for a Subject Position.
  - i. The Secretary may invite other Authority personnel to participate in the pre-screening interview.
  - ii. The Project Manager will also participate in the pre-screening interview.
- b. The Secretary will determine the date and time the pre-screening interview, as well as whether the pre-screening interview will be conducted using a video conferencing platform or in person at a place to be determined by the Secretary after consultation with the Project Manager.

2. **Final Interviews**

- a. In accordance with the Authority's Employment Policy and Procedures, the Secretary, the Authority's Director of Human Resources, and a designated member of the Information Technology Department, along with the Project Manager ("Interview Committee"), will conduct final interviews with the pre-selected candidates for all open Subject Positions.

- b. The Secretary will determine the date and time the pre-screening interview, as well as whether the pre-screening interview will be conducted using a video conferencing platform or in person at a place to be determined by the Secretary after consultation with the Project Manager.
3. Any candidate requiring access to any Authority building will be required to have a health screening and security clearance from the Authority's Security Officer.

H. ***Power of Appointment***

1. **Director of Cybersecurity and Information Technology.**

- a. The Erie County Personnel Department, acting as the Erie County Civil Service Commission ("County Personnel"), has not classified the Director's position. The position is listed in the Authority's inventory as "pending jurisdictional classification." Anyone accepting this position will serve at the Authority's pleasure.
- b. After consultation with the Interview Committee, the Secretary will submit a confidential communication to the Authority's Board of Commissioners (the "Board") recommending a candidate for appointment.
- c. The Board will appoint, by resolution, the individual who will be offered this position. At the Board's discretion, it may also conduct interviews prior to appointment.

2. **Senior Systems Engineer and Operational Analyst & Solution Programmer**

- a. County Personnel has classified these two positions as competitive. Candidates who are appointed to these positions will hold the respective position on a provisional basis.
- b. After consultation with the Interview Committee, the Secretary will provide the Board a notice of intent to appoint an individual to the position.
  - i. A Commissioner has three business days to notify the Secretary to hold the appointment in abeyance pending further discussion with the full Board in an executive session.



- ii. If no Commissioner has responded to the notice of intent, the Secretary will send a letter to the individuals offering the position on a provisional basis.
- c. When the State Civil Service Commission schedules an examination for either position, the County Personnel will request the State rank applicants based on training and experience.
- d. A provisional employee must rank within the top three to be selected and appointed on a permanent basis.
- e. An individual appointed to a permanent civil service position is subject to a 26-week probationary period. Upon successful completion of the probationary period, the employee will continue to serve in the position on a permanent basis, subject to applicable civil service laws and regulations.

I. ***Placement***

- 1. No individual will be placed with the Authority without completing a criminal background check and a health and drug screening.
- 2. A third-party will conduct the criminal background check. Health Works will conduct the health and drug screening.
- 3. An individual appointed to a Subject Position must agree to sign a non-disclosure agreement.
- 4. Once the individual has been cleared for placement, the Secretary will send a letter to the individual with date, time, and place to report to work. The date on which the individual first reports to work will be the hiring date.

**ARTICLE 2 – COMPENSATION**

2.01 **Retainer Fees**

- A. The Consultant will be entitled to the sum of \$27,585.00 as a non-refundable retainer fee.
- B. The Authority will agree to pay the retainer fee within 10 days after the Authority's Board authorizes by resolution the execution of this Agreement.

2.02 **Recruitment Fee**

- A. The Consultant may be entitled to a Recruitment Fee if a candidate recruited by the Consultant is hired by the Authority under the following conditions:

1. If the candidate recruited by the Consultant is hired for the position of Director of Cybersecurity and Information Technology and the Board appoints the candidates to the position at a base salary higher than Step 1 of Salary Grade 33E for Non-Represented Positions at the time of appointment, the Consultant will be entitled to a fee equal to 20% of the difference to the step given to the candidate by resolution and Step 1.
  - a. If the Board appoints by resolution an individual not recruited by the Consultant for the position of Director of Cybersecurity and Information Technology, then the Consultant will not be entitled to any recruitment fee for the position.
  - b. If, within three-years of the effective date of this Agreement, the Board later appoints a candidate recruited by the Consultant, the Consultant will be entitled to fee described in subparagraph 1, paragraph A of section 2.02 of this Article unless the candidate had been previously appointed by the Board to another position for which the Consultant had been paid a recruitment fee.
2. If, within a three-year period from the effective date of this Agreement, a candidate recruited by the Consultant is hired by the Authority to fill either of the remaining two Subject Positions, the Consultant will be entitled to a recruitment fee of 20% of the first year's base salary for the individual subject to the following provisions:
  - a. If the individual voluntarily leaves or is terminated for cause within ninety (90) calendar days of the hiring date, the Consultant will not be entitled to a recruitment fee.
  - b. If the individual, appointed to a Subject Position, involuntarily leaves, or is terminated without cause within ninety (90) calendar days of the hiring date, the Consultant will be entitled to a recruitment fee equal to 20% of the gross salary paid to the employee.
  - c. If the individual, appointed to a Subject Position, is terminated as the result of a reduction in workforce, closing of an office, change in mission statement, reorganization, lack of funds, lay-off, changes in strategy or business objectives, acts of God, changes in the job description, terms of employment or compensation, or any other related circumstances that are beyond the control of Consultant or the hired candidate, the Consultant will be entitled to the recruitment fee of 20% of the first year's base salary for the individual.
  - d. If a candidate is hired to fill more than one of the Subject Positions within the three-period, the Consultant will be entitled to one

Recruitment Fee based on the highest starting position at the time of appointment.

- i. If the Authority has already paid the Consultant a Recruitment Fee, the Authority will adjust and issue a supplemental check to the Consultant if the candidate is placed in another Subject Position at a higher salary grade.
3. The Consultant shall be entitled to a Recruitment Fee 20% of the first-year base salary if the candidate recruited by the Consultant is provisionally appointed to a competitive civil service position involving computer programming or website development within the Information Technology Department, subject to the following conditions:
  - a. The candidate is provisional appointed within one year of the effective date of this Agreement; and
  - b. The candidate is later appointed to the same position on a probationary or permanent basis.
  - c. The right to the recruitment fee does not accrue until the individual holds the title on a probationary or permanent basis.
  - d. The Consultant must submit an invoice following the date of accrual. The Authority will pay the invoice within 30 days of receipt.
- B. The base salary does not include benefits, non-cash compensation or commissions, signing bonuses, and other candidate non-cash-based salary incentives.
- C. In an invoice to be submitted to the Authority, the Consultant shall identify the employee's name, title, and base salary.
- D. Except as otherwise provided in paragraph 3, subsection A of this section, the Authority will issue and release a check made payable to the Consultant when the employee has completed 90 calendar days of employment.

2.03 **Expenses**: The Authority will pay all expense receipts, for expenses pre-approved in writing by the Secretary.

2.04 **Audit**: The Authority reserves the right to audit the Consultant's records to verify bills submitted and representations made. For this purpose, the Consultant agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Consultant's final bill to complete its audit. If the audit establishes an overcharge, the Consultant agrees to refund the excess.

## ARTICLE 3 – GENERAL PROVISIONS

3.01 **Subcontracts and Assignments:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority's Executive Staff. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign or transfer its interest in the Agreement without the written consent of the Authority.

3.02 **Amendments:** Any modification or variation from the terms of this Agreement shall be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

3.03 **Right to Terminate:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days written notice. The Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

3.04 **Insurance:**

- A. The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.
- B. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Consultant shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email addresses. does not include non-cash compensation or commissions, signing bonuses, and other candidate non-cash, based salary incentives.

3.05 **Confidentiality:**

- A. To assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including, but not limited to, information relative to the services to be performed.
- B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.
- D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order. The terms of this paragraph shall be binding during and following the termination of this Agreement.

3.04 **New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted, and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

3.05 **Conflicts of Interest:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this

Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services rendered.

3.06 **Additional Conditions**: The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

3.07 **Entire Agreement**: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

3.08 **Compliance**: The Consultant agrees the Agreement is subject to, and be governed by, the provisions of New York Public Authorities Law §§ 2875, 2876 and 2878.

3.09 **Doing Business Status**: The Consultant represents it is qualified to do business in State of New York and has registered with the New York Secretary of State.

3.10 **Gratuities**: The Consultant shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

3.11 **Notice**: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### **ARTICLE 4 – SEVERABILITY**

4.01 If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

#### **ARTICLE 5 -- DURATION**

5.01 This Agreement shall remain in effect for a period of six months from the effective date of this Agreement unless extended by amendment, as set forth in paragraph 3.02.

5.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement.

**IN WITNESS WHEREOF**, the parties do hereby enter and execute this Agreement effective **27th** day of **May, 2021**, the date of the Authority’s adopting resolution authorizing its execution.

**ERIE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Jerome D. Schad, Chairman

**AP PROFESSIONALS OF WNY, LLC**

By: \_\_\_\_\_  
Kelly Cultrara, President

STATE OF NEW YORK    )  
COUNTY OF ERIE       ) ss:

On the \_\_\_\_\_ day of May, in the year 2021, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK    )  
COUNTY OF ERIE       ) ss:

On the \_\_\_\_\_ day of May, in the year 2021, before me personally came Kelly Cultrara, to me known, who, being by me duly sworn, did depose and say that she resides in Williamsville, New York that she is the President of the Limited Liability Corporation described in the above instrument; and that she has the authority to sign her name to this Agreement.

\_\_\_\_\_  
Notary Public



**APPENDIX A**

**NON-COLLUSIVE BIDDING CERTIFICATION**  
**as mandated by Public Authority Law § 2878**

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

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

**NOTICE**  
(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 18<sup>th</sup> day May, 2021

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

**APPENDIX A**

**SECTION 2875 OF THE PUBLIC AUTHORITIES LAW**

**§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.**

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(SEAL)

## APPENDIX A

### SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

#### §2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized

**APPENDIX A**

crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(SEAL)

## APPENDIX A

### FORMS A, B, and C

#### STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

**APPENDIX A**

**FORM A**

**Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period**

**Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

**FORM B**

**Offerer's Certification of Compliance  
With State Finance Law §139-k(5)**

**Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract 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 sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

**Offerer Certification:**

*I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FORM C**

**Offerer's Disclosure of Prior  
Non-Responsibility Determinations**

**Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

**Instructions:**

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offerer submits its proposal.



**FORM C (Continued)**

**Offerer's Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  
No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

**APPENDIX A**

**FORM C (Continued)**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):          No          Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: \_\_\_\_\_          Date: \_\_\_\_\_  
    Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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### CONTRACT TERMINATION PROVISION

#### Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139-k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

#### Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k 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 notification terms of this contract.

**APPENDIX A**

**OFFERER’S STATEMENT REGARDING PREVENTION OF  
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the “Authority”), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

**Offerer Statement:**

*I certify, under penalty of perjury, that the following statements are accurate:*

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual’s age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Offerer Name: \_\_\_\_\_

Offerer Address: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX B

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PJC (NC)  
SG -33E

### DIRECTOR OF CYBERSECURITY AND INFORMATION TECHNOLOGY

**DISTINGUISHING FEATURES OF THE CLASS:** The Erie County Water Authority (Authority) operates a federally-designated critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians. The Director of Cybersecurity and Information Technology (the Director) leads the team responsible for handling, analyzing, and encrypting sensitive and classified information, and using such information to build and maintain a secured, classified integrated, multi-platform information technology system. The Director will be on-call 24/7 and ready to respond to cyber threats, security breaches, or unauthorized access to sensitive data and information. The Director will be called upon to quickly access and evaluate data and information, and relied upon to provide such evaluations, data, or information necessary for informed decision making in response to an emergency, threatening the treatment or distribution of water or the protection of customer information. The Director will report directly to the Secretary of the Authority.

### **EXAMPLES OF WORK:** (Illustrative only)

- 24/7 availability to respond to cyber threats or security breaches, or to access sensitive data and information necessary for informed decision-making in response to an emergency involving the treatment or distribution of water or the protection of customer information,
- Maintaining quality service by following industry/IT standards set by federal and state agencies, including the U.S. Department of Homeland Security, the Cyber Security & Infrastructure Agency, the Federal Bureau of Investigation, the Environmental Protection Agencies,
- Safeguarding information system assets by identifying and solving potential and actual security problems; protecting system by defining access privileges, control structures, and resources; recognizing problems by identifying abnormalities and reporting violations and breaches; upgrading system by implementing and maintaining security controls,
- Determining security violations and inefficiencies by conducting periodic audits,
- Keeping users informed by preparing performance reports and communicating system status,
- Maintaining technical knowledge by attending educational workshops; reviewing publications,
- Working with executive staff members, decisionmakers, and stakeholders to define operational requirements and systems goals, and to identify and resolve operational systems issues and providing information relating to the effectiveness and efficiency of existing systems,
- Overseeing the development and implementation of strategies for improving and leveraging these operational systems, and
- Supervising and collaborating with members of the IT Department.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:** Comprehensive knowledge relating to the best practices for operating and managing an information technology systems handling highly sensitive, highly available, and security-protected data and information; thorough knowledge of information technology, system administration, network security, system and network troubleshooting, firewall administration, network protocols, routers, hubs, and switches; thorough knowledge of computer concepts, principles, procedures and technology as applied to computer operations, hardware, network and system development; thorough knowledge relating to planning, prioritizing, and assigning day-to-day computer operational task, working knowledge of modern policies and procedures used in system administration for a federal designated critical infrastructure; knowledge of RPG IV and AS/400 software platforms.

Proven ability to effectively evaluate and prioritize assignments and to effectively manage and optimize the skills of the Authority's IT staff; ability to quickly process and evaluate information; proven ability to use critical thinking and decision-making skills when confronted with emerging events in a time sensitive and highly stressful environment; ability to analyze procedures with a high degree of accuracy; ability to plan, organize and supervise computer operators, programmers, and systems analysts working for a federal designated critical infrastructure, public utility,

## **APPENDIX B**

or governmental agency; ability to prepare reports.

Sound judgment; dependability; tact; initiative; physical condition commensurate with the demands of the position; flexible and adaptable to learning and understanding new technologies; strong written, oral, and interpersonal communication skills; highly self-motivated and directed with keen attention to details.

### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- A) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Information Technology, Computer Science, Cybersecurity, or closely related fields and six (6) years of experience immediately preceding the date of appointment, in software, systems analysis or application programming, including experience in information security, with at least two years of experience in application programming for federally designated critical infrastructures, public utilities, or secured governmental related information management systems, or
- B) At least 10 years of experience, with at least six (6) years immediately preceding the date of appointment, in software, systems analysis, or application programming, including experience in information security, and with at least two years of experience in application programming for federally designated critical infrastructures, public utilities, or secured governmental related information management systems.

### **SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:**

Eligibility for appointment requires financial and security clearances, based on fingerprint analysis by an authorized agency having access to federal and state criminal and civil records.

An eligible selected applicant will be required to sign a nondisclosure agreement prior to the date of appointment.

**SENIOR SYSTEMS ENGINEER**

**DISTINGUISHING FEATURES OF THE CLASS:** The Erie County Water Authority (Authority) operates a federally-designated, critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians. The Senior Systems Engineer is one of the chief architects, responsible for handling, analyzing, and encrypting sensitive and classified information, and using such information to build and maintain a secured, classified integrated, multi-platform information technology and utility delivery system. The Senior Systems Engineer will be on-call 24/7 and ready to respond to cyber threats, security breaches, or unauthorized access to sensitive data and information. Reporting directly to both the Director of Cybersecurity and Information Technology and the Secretary of the Authority, the Senior Systems Engineer will be called upon to quickly access and evaluate data and information, and relied upon to provide such evaluations, data, or information necessary for informed decision making in response to an emergency, threatening the treatment or distribution of water or the protection of customer information.

**EXAMPLES OF WORK:** (Illustrative only)

- 24/7 availability to respond to cyber threats or security breaches, or to access sensitive data and information necessary for informed decision-making in response to an emergency involving the treatment or distribution of water or the protection of customer information,
- Working with executive staff members, decision makers, and stakeholders to define operational requirements and systems goals, to identify and resolve operational systems issues, and to provide information relating to the effectiveness and efficiency of existing systems,
- Supervising, collaborating, and overseeing work assigned to the Operational Analyst and Solution Programmer, Senior Programmer Analyst, Network Specialist, Application Programmers, Senior Computer Operators, and Computer Operators and other members of the IT team, ensuring smooth and reliable multi-platform system for the collection and retrieval of information and data, consistent with the Authority’s operational goals, objectives, and plans,
- Working with network staff to integrate servers, including database, e-mail, print, and backup servers and their associated software into enterprise systems; ensure compatibility and interoperability of in-house computing systems and connectivity of all servers, shared software, groupware, and other applications,
- Designing and performing server and security audits, system backup procedures, and other recovery processes in accordance with the Authority RRA, ERP and BCP strategies; maintaining and updating documentation as it relates to system configuration, mapping, processes, and service records,
- Working with the Operational Analyst and Solution Programmer, in proposing and creating system design models, specifications, diagrams, and charts to provide direction to application programmers and coordinating and performing in-depth tests, including end-user reviews, for modified and new systems,
- Collaborating with Operational Analyst and Solution Programmer, Senior Programmer, and Application Programmer to design and deploy new applications and enhancements to existing applications, software, and operating systems, and
- Monitoring and testing system performance; preparing and delivering system performance statistics and reports and providing orientation and training to end users for all modified and new systems.

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**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:** Comprehensive knowledge of computer concepts, principles, procedures, and technology as applied to computer operations, hardware, network and system development; comprehensive knowledge of the principles and practices of method and procedural analysis; comprehensive knowledge in application design and RPG programming in an IBM Power System environment with comprehensive knowledge in TCP/IP networking in a Window environment, configuring and maintaining Cisco routers, fire walls, wireless controllers and access points, and monitoring and alarm system using Solar Winds; thorough knowledge of programming and software development life cycles; thorough knowledge of RPG IV and AS/400 operating platforms; good knowledge of planning and how to layout day-to-day computer operational tasks; good knowledge of modern procedures used in governmental administration; knowledge of applicable data privacy practices and laws.

Proven ability to define user and application requirements, to write ILE RPQ online and batch programs, to design and implement multi-platform organization systems, to conduct integrated system testing, and to train users; proven ability to configure applications on thin clients running Rockwell's thin manage product within a GE IFIX SCADA environment; proven analytical and problem-solving abilities; proven ability to use critical thinking skills with a high degree of accuracy to foresee potential security breaches and system vulnerabilities; ability to plan, organize and supervise computer operators, programmers, and systems analysts and to effectively prioritize and execute tasks in a high-pressure environment; able to communicate effectively with non-technical staff and with members of interdisciplinary teams including interviewing end-users for insight on functionality, interface, problems, and/or usability issues; ability to conduct research into software-related issues and products; ability to work both independently and in a team-oriented, collaborative environment.

Sound judgment; dependability; tact; initiative; physical condition commensurate with the demands of the position; flexible and adaptable to learning and understanding new technologies; strong written, oral, and interpersonal communication skills; highly self-motivated and directed with keen attention to details.

### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- C) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Information Technology, Computer Science, Cybersecurity, or closely related field and six (6) years of experience immediately preceding date of appointment in software, systems analysis or application programming, including experience in information security, and with at least two years of experience in application programming for federally designated critical infrastructures, public utilities, or secured governmental information management systems, or
- D) At least 10 years of experiences, with at least six (6) years immediately preceding the date of appointment, in software, systems analysis, or application programming, including experience in information security, and with at least two years of experience in application programming for federally designated critical infrastructures, public utilities, or secured governmental information management system.

### **SPECIAL REQUIRMENTS FOR ACCEPTANCE OF APPLICATIONS:**

Eligibility for appointment requires financial and security clearances, based on fingerprint analysis by an authorized agency having access to federal and state criminal and civil records.

An eligible selected applicant will be required to sign a nondisclosure agreement prior to the date of appointment.



**OPERATIONAL ANALYST & SOLUTION PROGRAMMER**

**DISTINGUISHING FEATURES OF THE CLASS:** The Erie County Water Authority (Authority) operates a federally-designated critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians. The Operational Analyst & Solution Programmer (OASP) is one of the chief architects responsible for handling, analyzing, and encrypting sensitive and classified information and using such information to build and maintain a secured, classified integrated, multi-platform information technology system. The OASP work in consultation with the Senior Systems Engineer (SSE) and will report directly to the Director of Cybersecurity and Information Technology (Director).

**EXAMPLES OF WORK:** (Illustrative only)

- Working with consultation with the Director, the SSE and other Authority personnel to assist in resolving problems with software products or Authority software systems, including 24/7 availability to respond to security and data breaches, or to unauthorized access to sensitive data and information involving the treatment or distribution of water or the protection of customer information
- Analyzing and assessing existing management and operational systems and procedures; researching, identifying, analyzing, and fulfilling requirements of all internal and external program users including conducting research on emerging application development software products, languages, and standards in support of procurement and development efforts; administering critical analysis of test results and deliver solutions to problem areas
- Assisting in the definition, development, and documentation of software's operational requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users and departments; assisting in defining software development project plans, including scoping, scheduling, and implementation; generating statistics and writing reports for management and/or team members on the status of the programming process; installing software products for end users as required
- Designing, running, and monitoring software performance tests on new and existing programs for the purposes of correcting errors, isolating areas for improvement, and general debugging; recommending, schedule, and perform software improvements and upgrades
- Consistently writing, translating, and coding software programs and applications according to specifications, including writing programming scripts to enhance functionality and/or performance of Authority applications, developing and maintaining user manuals and guidelines; training end users to operate new or modified programs
- Working, collaborating, training, and guiding junior IT team members

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:** Comprehensive knowledge of the IBM's Content Manager Visual Info and OnDemand; extensive knowledge relating to software application for managing general ledger, budget and forecasting, inventory, fixed assets and asset management, records management, payroll, and human resources management; thorough knowledge of computer concepts, principles, procedures, and technology as applied to computer operations, hardware, network and system development; thorough knowledge of the principles and practices of method and procedural analysis; thorough knowledge of ILE RPG, TCP/IP networking, ILE, CL, SQL, Query and using application programming interfaces between the IBM Power System and other integrated file systems; thorough knowledge of programming and software development life cycles; thorough knowledge of RPG IV and AS/400 operating platforms; working knowledge of City Works software for creating and recording of work orders, meter readings for a customer relationship management system, project tracking, document archival and

## **APPENDIX B**

retrieval system; good knowledge of planning and how to layout day-to-day computer operational tasks; good knowledge of modern procedures used in governmental administration.

Proven analytical and problem-solving abilities; proven ability to use critical thinking skills with a high degree of accuracy; proven ability to work with users as part of a project team, to examine management and operational systems designed for processing and managing workflow; proven ability to define user and application requirements within an IBM Power System and Window environments, defining ILE RPG program specifications, writing programs and documentation, conducting integrated system testing, user training, implementation, and post implementation follow up; ability to plan, organize and supervise computer operators, programmers, and systems analysts and to effectively prioritize and execute tasks in a high-pressure environment; ability to communicate effectively with non-technical staff and with members of interdisciplinary teams including interviewing end-users for insight on functionality, interface problems, and/or usability issues; ability to conduct research into software-related issues and products; ability to work both independently and in a team-oriented, collaborative environment.

Sound judgment; dependability; tact; initiative; physical condition commensurate with the demands of the position; flexible and adaptable to learning and understanding new technologies; strong written, oral, and interpersonal communication skills; highly self-motivated and directed, with keen attention to details.

### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- E) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Information Technology, Computer Science, Cybersecurity, or closely related field and five (5) years of experience in software, systems analysis, or application programming involving the handling, analyzing, and encrypting sensitive and classified information, and with at least two years of experience, immediately preceding the date of appointment, in application programming for federally designated critical infrastructures, public utilities, or secured governmental information management systems, or
- F) At least 9 years of experience in software, systems analysis, or application programming involving the handling, analyzing, and encrypting sensitive and classified information, with at least two years of experience immediately preceding the date of appointment, in application programming for federally designated critical infrastructures, public utilities, or secured governmental information management system.

### **SPECIAL REQUIRMENTS FOR ACCEPTANCE OF APPLICATIONS:**

Eligibility for appointment requires financial and security clearances, based on fingerprint analysis by an authorized agency having access to federal and state criminal and civil records.

An eligible selected applicant will be required to sign a nondisclosure agreement prior to the date of appointment.

## APPENDIX C

### Erie County Water Authority Insurance Requirements for Vendor Services

**Project Number:** 202100115

**Description:** Professional Services relating to Recruiting, Screening, Evaluating and Recommending Qualified Individuals for Managerial Positions within the Information Technology Department of the Erie County Water Authority.

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the Consultant, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

**a) Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b) New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c) Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d) Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e) Umbrella Liability:**

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

## APPENDIX C

**f) Professional Liability**

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

**g) Certificates of Insurance to be provided to ECWA prior to start of work as follows:**

- ACORD 25 (Item a-f) including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.