

Ulster County Industrial Development Agency
Ulster County, New York

And

Ulster County Capital Resource Corporation
Ulster County, New York

REQUEST FOR PROPOSALS
FOR THE PROVISION OF
ADMINISTRATIVE SERVICES

SECTION 1: PURPOSE

1.1 The Ulster County Industrial Development Agency (the “Agency”) and the Ulster County Capital Resource Corporation (the “Corporation”) (the Agency and the Corporation hereby collectively referred to as the “UCIDA/UCCRC”) hereby requests proposals from an individual or qualified firms to provide administrative services to the Agency and the Corporation. The Agency is seeking an individual or firm to provide administrative services deemed necessary by the Agency as necessary for the implementation of Article 18-A of the General Municipal Law (the “IDA Act”) and Article 6 of the Public Officers Law (the “FOI Law”). The Corporation is seeking an individual or firm to provide administrative services deemed necessary by the Corporation as necessary for the implementation of Section 1411 of the Not-for-Profit Corporation Law (the “NFP Act”) and Article 6 of the Public Officers Law (the “FOI Law”). Minority Business Enterprises and Women’s Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 The final proposal must be received via mail or e-mail no later than Friday, October 30, 2020 at 4:00 p.m. at the following address:

Ulster County IDA and CRC
PO Box 4265
Kingston, NY 12402
info@ulstercountyida.com

2.2 Each proposal submitted will be the document upon which the UCIDA/UCCRC will make its initial judgment regarding each proposer’s qualifications, understanding of the UCIDA/UCCRC’s scope and objectives, methodology, and ability to complete the services contemplated by the UCIDA/UCCRC.

2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the UCIDA/UCCRC to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the UCIDA/UCCRC, or participating in any selection interviews.

2.4 Submission of any proposal indicates an acceptance of the conditions contained in the RFP unless the submitted proposal clearly and specifically states otherwise.

2.5 The UCIDA/UCCRC reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.

2.6 The UCIDA/UCCRC reserves the right to award the work contemplated by this RFP, in whole or in part, to one or more firms and individuals.

2.7 Any award of a contract shall be conditioned on the later execution of a formal written contract. The UCIDA/UCCRC hereby reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OF PROPOSER:

3.1 Each proposer shall provide a statement of qualifications including:

- a. A brief history and description of the firm.
- b. Identification of the firm's professional staff members who will be assigned to this engagement if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.
- c. Provide a list of current industrial development agency and local development corporation clients and the period of time that the firm has represented such clients.
- d. Describe any particularly noteworthy or significant engagement and how that experience or result would impact the representation by the firm of the UCIDA/UCCRC.

3.2 Each proposer shall provide at least two (2) references from municipalities, industrial development agencies or similar organizations that demonstrate proficiency in areas required under the scope of services. All references must include names, addresses and telephone numbers.

3.3 Each proposer shall provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.

3.4 Each proposer shall include a statement in its proposal indicating that it has no conflicts of interest in providing the services requested by the UCIDA/UCCRC, and that it has no relationships with any other entities (both private and public) that will prevent it from providing independent advice and service to the UCIDA/UCCRC. If the proposer has any such relationships, it will disclose such relationships in its proposal and describe how the proposer will address such relationships in connection with providing services to the UCIDA/UCCRC.

3.5 Each proposer may provide any additional information which would serve to distinguish the firm from other firms submitting proposals.

3.6 The UCIDA/UCCRC may make such inquiries as it deems necessary with regard to the above: Each proposer shall promptly furnish all information and data for this purpose as may be subsequently requested.

SECTION 4: SCOPE OF SERVICES:

4.1 The selected proposer will enter into a contract with the Ulster County Industrial Development Agency and the Ulster County Capital Resource Corporation to perform the following services as requested:

- a. Proposer will act as the point-of-contact for UCIDA/UCCRC project applicants.
- b. In conjunction with and with oversight from the UCIDA/UCCRC Treasurer and UCIDA/UCCRC Audit Committee, Proposer will support the UCIDA/UCCRC CFO in providing financial reports as reasonably required by the UCIDA/UCCRC Boards and the New York State Authorities Budget Office (ABO). Proposer will recommend to the UCIDA/UCCRC CFO a system of internal controls with regard to the foregoing.
- c. Proposer will coordinate all meetings of the UCIDA/UCCRC Boards, including working with the Chair and bond counsel to prepare, maintain and distribute Board agendas, minutes, monthly financial reports, and packets, coordinate meeting space, and file and post all required public notices and documents. Proposer will coordinate with potential applicants on project intake.
- d. Proposer will file all required annual reports with the Authorities Budget Office, including reports on the Public Authorities Reporting and Information System (PARIS). Proposer will complete a yearly report to the County Legislature of Ulster County at the direction of UCIDA/UCCRC Boards.
- e. Proposer will coordinate with Ulster County's Department of Real Property to provide Payment in Lieu of Taxes (PILOT) statements for UCIDA PILOT agreements, and act as a liaison with municipal taxing entities.
- f. Proposer will support UCIDA/UCCRC as an incentive tool for business development by educating Ulster County residents and businesses about the UCIDA/UCCRC. Proposer will recommend a plan for marketing the UCIDA/UCCRC; however, should such services result in additional costs to the UCIDA/UCCRC, such costs will be separately billed to UCIDA/UCCRC, and UCIDA/UCCRC shall be responsible to directly reimburse any service provider.
- g. Proposer will recommend appropriate records management services, including long-term storage. However, should such services result in additional costs to the UCIDA/UCCRC, such costs will be separately billed to UCIDA/UCCRC, and UCIDA/UCCRC shall be responsible to directly reimburse any service provider.
- h. Proposer will maintain and update as needed a UCIDA/UCCRC website, which will include an email system for the UCIDA/UCCRC, which includes, but is not limited to, the info@ulstercountyida.com email address.
- i. Proposer will undertake research for financially or legally required UCIDA/UCCRC reports and prepare said research for presentation to the UCIDA/UCCRC Boards for approval. This could include, as needed, updating UTEP, application, bylaws and policies.
- j. Proposer will provide the UCIDA/UCCRC with the resume and an opportunity to meet with any potential new staff person prior to assigning that person to work with the UCIDA/UCCRC.

- k. Proposer may provide additional services, provided however, any such additional services must be defined in, and payment (if any) for such additional services must be provided for in a written amendment to this Agreement. Said amendment must be executed by both Parties.

SECTION 5: TERM OF CONTRACT:

- 5.1 The term of the contract will be one (1) year, with a thirty (30) day termination clause.
- 5.2 The selected proposer will be required to execute a contract with the UCIDA/UCCRC. A sample UCIDA/UCCRC services contract is available upon request from the individual listed in Section 2.1 above.

SECTION 6: COST PROPOSAL:

- 6.1 The cost proposal must state a “flat” fee.
- 6.2 The cost proposal must provide a guarantee that no additional fees beyond those proposed will be charged to the UCIDA/UCCRC without the UCIDA/UCCRC’s prior written consent.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the UCIDA/UCCRC.
- 7.2 Proposals shall be examined and evaluated by the UCIDA/UCCRC to determine whether each proposal meets the requirements of this RFP. A contract award will be based on the following criteria: (a) the proposer’s demonstrated capabilities and professional qualifications; (b) the completeness of the proposal; and (c) the total proposed cost.
- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each proposer’s understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of each proposer.

SECTION 8: ALTERNATIVES:

- 8.1 Each proposer may include in its proposal items not specified in this RFP that the proposer considers pertinent. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this Request for Proposals shall be directed to the UCIDA/UCCRC’s Office as follows:

Ulster County IDA and CRC
PO Box 4265
Kingston, NY 12402
info@ulstercountyida.com

- 9.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 9.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days

prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

10.2 If within twenty-four (24) hours after the deadline for the submission of proposals set forth in Section 2.1 above any proposer files a duly signed written notice with the UCIDA/UCCRC and promptly thereafter demonstrates to the reasonable satisfaction of the UCIDA/UCCRC that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 11: INSURANCE REQUIREMENTS:

11.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

a. Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees of the selected proposer in the event of job-related injuries.

b. General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.

c. Professional Malpractice Insurance: A policy or policies with limits of not less than \$3,000,000. The professional malpractice insurance must be issued by an insurer licensed to do business in the State of New York and must have an AM. Best rating of not less than "A".

11.2 Each policy of insurance required shall be in form and content satisfactory to the UCIDA/UCCRC, and shall provide that:

a. The UCIDA/UCCRC is named as an additional named insured.

b. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the UCIDA/UCCRC.

c. The insurance policies shall be automatically renewed upon expiration and continued in force unless the UCIDA/UCCRC is given sixty (60) days written notice to the contrary.

11.3 No work shall be commenced under the contract until the selected proposer has delivered to the UCIDA/UCCRC proof of issuance of all policies of insurance required to be procured by the selected proposer. If at any time any of said policies shall be or become unsatisfactory to the UCIDA/UCCRC, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the UCIDA/UCCRC for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the UCIDA/UCCRC, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 12: TERMINATION/EXPIRATION OF CONTRACT AND TRANSITION:

12.1 Upon the termination and/or expiration of the contract with the UCIDA/UCCRC, the proposer will be obligated to deliver all files regarding UCIDA/UCCRC business and activities to the UCIDA/UCCRC (both hard copies and electronic copies), organized to the reasonable satisfaction of the UCIDA/UCCRC to assist the UCIDA/UCCRC in the transition to new administrative staff, together with access to staff of the proposer to facilitate such transition.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:

13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages that follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO
NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

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

- (1) The prices in this 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

STATE OF)
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COUNTY OF)

On the ___ day of _____, in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.