

# UCCRC

---

Ulster County Capital Resource Corporation  
P.O. Box 4265, Kingston, NY 12402-4265

December 21, 2022 - 9:30 AM (or immediately following the IDA meeting)

Ulster County Offices - 244 Fair Street, Kingston, New York 12401

## AGENDA

- 1) Call to order
- 2) Roll call (Page 2)
- 3) Mission statement
- 4) Approval of the minutes of the October 19, 2022 Regular Meeting (Page 3)
- 5) Public comment agenda items only
- 6) Chair's report
- 7) Financials, Accounting, and Administration Update
- 8) Old Business
  - Administrative Support
- 9) New Business
  - Shared Services Agreement with IDA (Page 6)
  - Accounting Services Request for Proposals (Page 12)
  - Audio / Visual Request for Proposals (Page 19)
  - Technological Services Request for Proposals (Page 25)
- 10) Adjournment

The mission of the Ulster County Capital Resource Corporation (UCCRC) is to promote community and economic development in Ulster County in ways that complement the work of Ulster County, primarily through issuing and selling bonds for non-profit institutions.

# Item 2.

## Roll Call

	<u>Present</u>	<u>Absent</u>
Dr. Diane Eynon, Chair	_____	_____
Lynn Archer, Vice Chair	_____	_____
Michael J. Ham, Secretary	_____	_____
Steven L. Kelley, FACHE, Treasurer	_____	_____
Rashida Tyler, Asst. Secretary	_____	_____
Rachel Silverman, Esq., Asst. Treasurer	_____	_____
Kaustubh Wahal, Member	_____	_____

# UCCRC

Ulster County Capital Resource Corporation

---

## ULSTER COUNTY CAPITAL RESOURCE CORPORATION MINUTES October 19, 2022

---

A regular monthly meeting of the Ulster County Capital Resource Corporation was scheduled to be held on Wednesday, October 19, 2022 at 9:30 A.M., or immediately following the monthly Board meeting of the Ulster County Industrial Development Agency.

### PLEDGE OF ALLEGIANCE

The members of the Agency participated in the Pledge of Allegiance to the flag.

### ROLL CALL

Roll was called, and it was noted that a quorum was present. The following agency members were in attendance:

Dr. Diane Eynon	Chair
Lynn Archer	Vice Chair / Treasurer
Michel J. Ham	Secretary
Rashida Tyler	Assistant Secretary
Rachel Silverman	Assistant Treasurer
Kaustubh Wahal	Member

The following Agency members were absent with notice:

Steven Kelley	Treasurer
---------------	-----------

Additional Attendees:

A. Joseph Scott, III, Esq.	Agency Counsel
William Kemble	Daily Freeman
Tim Weidemann	Director of Economic Development, Ulster County
Jay Mahler	Staff
Amber Feaster	Staff

The meeting was called to order at 10: 16 A.M. by Chair Diane Eynon.

**READING OF THE UCCRC MISSION STATEMENT**

The mission of the Ulster County Capital Resource Corporation (UCCRC) is to promote community and economic development in Ulster County in ways that complement the work of Ulster County, primarily through issuing and selling bonds for non-profit institutions.

**MINUTES**

**Motion No. 1: To amend and approve the Minutes of the September 21, 2022, meeting.**

**Motion Made By:** Rachel Silverman  
**Motion Seconded By:** Lynn Archer  
**No. of Votes in Favor:** 6  
**No. of Votes Against:** 0  
**Disposition:** Approved

**PUBLIC COMMENT**

No public comment.

**FINANCIALS, ACCOUNTING, AND ADMINISTRATIVE UPDATE**

Amber Feaster provided a brief administrative update to the Board, explaining that she is actively working on updating the financial statements and recommending the Board consider adopting a Related Party Agreement to memorialize the reimbursement rate and shared costs between the CRC and the Industrial Development Agency.

**2023 BUDGET**

The Board discussed the 2022 Operating Revenue projection. Ms. Feaster noted that the drafted 2023 budget estimates a 5% reimbursement for shared services with the Industrial Development Corporation.

**Motion No. 2: To approve the 2023 Budget.**

**Motion Made By:** Michael Ham  
**Motion Seconded By:** Kaustubh Wahal  
**No. of Votes in Favor:** 6  
**No. of Votes Against:** 0  
**Disposition:** Approved

**CHAIR’S REPORT**

No Chair’s report to be reported.

**OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

**Motion No. 3: To adopt the Resolution Approving Revolving Door Policy.**

**Motion Made By:** Rashida Tyler  
**Motion Seconded By:** Lynn Archer  
**No. of Votes in Favor:** 6  
**No. of Votes Against:** 0  
**Disposition:** Approved

**Motion No. 4: To adopt the Resolution Approving Organization Design Plan.**

**Motion Made By:** Rashida Tyler  
**Motion Seconded By:** Lynn Archer  
**No. of Votes in Favor:** 6  
**No. of Votes Against:** 0  
**Disposition:** Approved

**ADJOURNMENT**

**Motion No. 5: To adjourn the meeting.**

**Motion Made by:** Rachel Silverman  
**Motion Seconded by:** Lynn Archer  
**Disposition:** Approved (6-0)

The meeting was adjourned at 10:24 A.M.

Respectfully submitted,

Amber Feaster, Staff

## SHARED SERVICES AGREEMENT

This Shared Services Agreement (this “Agreement”) is made and entered into as of the 21<sup>st</sup> day of December, 2022, by and between the Ulster County Industrial Development Agency (“IDA”) & the Ulster County Capital Resource Corporation (“UCCRC”), herein referred to as “the Authorities”.

### RECITALS

WHEREAS, the Ulster County Industrial Development Agency (“UCIDA”) and the Ulster County Capital Resource Corporation (“UCCRC”), herein referred to as “the Authorities, are related parties which are controlled by the same members of the board;

WHEREAS, UCIDA and UCCRC utilize the same administrative staff and administrative contractual relationships to conduct their standard operations;

WHEREAS, UCIDA and UCCRC utilize the same website and board member email addresses, and adhere to the same professional conduct with regard to public access to information;

WHEREAS, the Authorities share an application process and frequently award project applicants off of the same application, interview process, and monitoring process;

WHEREAS, the Authorities rely upon certain services, the physical and human resources for the provision of which remain with the IDA;

WHEREAS, the Authorities find it necessary to memorialize a Shared Service Agreement, pursuant to which UCIDA will make available to UCCRC certain services on a basis substantially consistent with the parties’ recent historical practice and for a price equal to 5% of the total cost paid by UCIDA for the covered services; and

WHEREAS, UCCRC desires to obtain certain services from UCIDA for the purpose of enabling UCCRC to manage its operation of the Authority and retain the benefit of operational efficiencies created by the sharing of such services; and UCIDA desires to complete certain services on behalf of UCCRC for the purpose of enabling UCIDA to retain the benefit of operational efficiencies created by the sharing of such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

---

### AGREEMENT

#### **1. DEFINITIONS**

1.1 “Fully Allocated Cost” shall mean, with respect to any product or service, the cost of all labor (including, without limitation, the cost of all employment taxes and benefits), overhead, services, and materials expenditures allocated (on a rational basis substantially consistent with the methodology described for such Service on the schedule hereto describing such Service). The cost of any and all labor allocable to a product or service will include a charge of 5% of the base salary of such labor to account for bonuses payable, and any and all actual bonuses payable to such employees will be excluded from the calculation of Fully Allocated Cost.

1.2 “UCIDA Services” shall mean the Tax Services, Accounting Support Services, Insurance Services, Information Services, Legal Services, and Other Operating Services.

1.3 “Tax Services” shall mean the services of internal or contractual staff related to the annual tax filings of the Authorities, as provided to UCIDA and the Authorities in accordance with recent historical practice, as further specified in Schedule 1.1.

1.4 “Accounting Support Services” shall mean, with respect to the purchase of products from third parties, financial and accounting support, recordkeeping, project billing and collections, order processing, accounts payable processing, and preparing and reporting of monthly bank reconciliations and financial statements for presentation and approval of the Board, as further specified in Schedule 1.2.

1.5 “Insurance Services” shall mean the insurance coverage expenditures as provided to UCIDA and the Authorities in accordance with recent historical practice, as further specified in Schedule 1.3.

1.6 “Information Services” shall mean all telecommunication, computer, and data-processing services and support provided to UCIDA and the Authorities in accordance with recent historical practice, as further specified in Schedule 1.4.

1.7 “Legal Services” shall mean all legal services provided to UCIDA and the Authorities in accordance with recent historical practices, as further specified in Schedule 1.5.

1.8 “Other Operating Services” shall mean, the employee administrative services, office space, reception, parking, office supplies, document storage, and other related services with respect to Services provided by UCIDA, as further specified in Schedule 1.6.

1.9 “Rationalization Expenses” shall mean the net expenses incurred by a Service Provider pursuant to this Agreement directly resulting from the termination of such Service and disposition of human and physical resources no longer required due to the termination of such Service, including without limitation the severance costs relating to the termination of employees no longer required to provide such Service, but net of any proceeds from the disposition of any physical assets used in the provision of such Service.

## **2. PROVISION OF SERVICES**

2.1 Scheduled Services. Subject to Article 4 hereof, UCIDA will provide to UCCRC the UCIDA Services commencing with the date hereof, with payment for services provided within the fiscal year ended December 31, 2022 being applied retroactively beginning with July 1, 2022, and continuing until terminated in accordance with Section 4 hereof. It is understood by the parties that the quantity of Services to be provided under this Section 2.1 shall be substantially consistent with recent historical practice and with the Organizational Chart authorized by the Governing Boards of the Authorities. Where the quantity of Services to be provided to either party is greater than an amount that is substantially consistent with recent historical practice, the party providing such Services reserves the right (after so advising the other party) to utilize third-party providers to provide the Services.

2.2 Consent of Third Parties. The parties’ obligation to deliver any Service described in this Agreement is conditional upon such party’s obtaining the consent, where necessary, of any relevant third party provider. For the avoidance of doubt, the party responsible for delivering a particular Service will be responsible for obtaining any required licenses or consents necessary to deliver such Service. Notwithstanding anything herein to the contrary, nothing in this Agreement shall affect UCIDA’s and its affiliates’ obligations to obtain consents pursuant to, and in accordance with, the Shared Services Agreement.

2.3 Financial Reporting. With respect to Accounting Support Services provided by UCIDA to UCCRC, all Accounting Support Services and access to accounting information and systems shall be provided, on a time schedule and in a manner consistent with recent historical practice. All third-party invoices, financial reports and accounting information shall be in substantially the form currently provided.

## **3. PRICING, BILLING AND PAYMENT**

3.1 Fees. All Services will be charged to UCCRC and payable to UCIDA at the agreed upon percentage of the Fully Allocated Cost of such Service.

3.2 Payment. Charges for Services shall be billed monthly by UCIDA and shall be payable by UCCRC on the fifteenth day of the month following the month in which such Services are rendered.

#### **4. TERMINATION**

4.1 Master Agreement. This is a master agreement and shall be construed as a separate and independent agreement for each and every group of Services individually defined in Section 1 of this Agreement. Any termination of this Agreement with respect to any such group of Services shall not terminate this Agreement with respect to any other group of Services then being provided pursuant to this Agreement.

##### **4.2 Termination.**

(a) Any one or more of the UCIDA Services may be terminated (i) upon mutual agreement of the Authorities, (ii) at UCCRC's option, effective as of the last day of the month the termination is authorized by the Governing Board, or (iii) at UCIDA's option, effective as of the last day of the month the termination is authorized by the Governing Board. All accrued and unpaid charges for UCIDA Services shall be due and payable upon termination of this Agreement with respect to such Services.

(b) Any one or more of the UCIDA Services may be terminated (i) upon mutual agreement of the Authorities, (ii) at UCCRC's option, effective as of the last day of the month the termination is authorized by the Governing Board, or (iii) at UCIDA's option, effective as of the last day of the month the termination is authorized by the Governing Board. All accrued and unpaid charges for UCIDA Services shall be due and payable upon termination of this Agreement with respect to such Services.

4.3 Continuing Obligation. Following any termination of this Agreement with respect to any one or more Service, each party shall cooperate in good faith with the other to transfer and/or retain all records, prepare and file tax returns and take all other actions necessary to (a) provide each party and their respective successors and assigns with sufficient information in the form requested by such party, or their respective successors and assigns, as the case may be, to make alternative service arrangements substantially consistent with those contemplated by this Agreement with respect to the terminated Service, and (b) reduce any and all costs to both parties as a result of the termination of this Agreement with respect to any one or more Service, including, without limitation, any Rationalization Expenses.

4.4 Liability for Rationalization Expenses. In the event that this Agreement is terminated with respect to any UCIDA Service, UCCRC will reimburse UCIDA for all reasonable Rationalization Expenses directly related to such termination.

#### **5. NO IMPLIED ASSIGNMENTS OR LICENSES**

Nothing in this Agreement is to be construed as an assignment or grant of any right, title or interest in any trademark, copyright, design or trade dress, patent right or other intellectual or industrial property right.

#### **6. RELATIONSHIP OF PARTIES**

The parties are independent contractors under this Agreement. Except as expressly set forth herein, neither party has the authority to, and each party agrees that it shall not, directly or indirectly contract any obligations of any kind in the name of or chargeable against the other party without such party's appropriate approval.

#### **7. ENTIRE AGREEMENT**

This Agreement, including the Schedules, together with the Transaction Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

#### **8. PARTIES IN INTEREST**

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any

Person other than UCIDA or UCCRC or their respective successor board members or permitted assigns any rights or remedies under or by reason of this Agreement.

## **9. AMENDMENT; WAIVER**

Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by UCIDA and UCCRC. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

RESOLVED, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

---

### **SCHEDULE 1.1 to the Shared Services Agreement**

#### **TAX SERVICES**

- A. Tax Compliance – Federal, State and Local
- B. Tax Consultancy
- C. Tax Accounting
- D. Tax Planning
- E. Tax Returns

Tax work performed will be overseen by UCIDA staff, charged at fully the loaded cost to UCIDA, and 5% of the total cost will be charged to UCCRC.

---

### **SCHEDULE 1.2 to the Shared Services Agreement**

#### **ACCOUNTING SUPPORT SERVICES**

- A. Accounts Payable — Bills from vendors of goods and services will be received, circulated for approval, and processed. Upon approval of debtor, checks will be written on the bank account of the debtor for signature of an authorized signor of the debtor and sent to the vendor.
- B. Accounts Receivable — Invoices for goods sold and services rendered will be prepared and sent to the customer based upon information provided by the provider of the goods or services. Accounting records regarding revenue and accounts receivable will be maintained. All proceeds of such accounts receivable will be directed to the bank accounts of the provider of the goods or services. Collection efforts will be made to collect unpaid accounts receivable. Reports of uncollected accounts receivable will be generated and circulated to the Governing Board of the provider of the goods and services.
- C. Inventory
- D. General Ledger
- E. Maintenance of the Accounting System and Financial Records
- F. Bank Reconciliation

Accounting Services Costs that relate to a specific entity such as debt collection fees and credit reports, etc, will be charged to that said entity.

Recurring Accounting Services Costs will be paid for in full by UCIDA and 5% of the total cost will be charged to UCCRC.

---

**SCHEDULE 1.3  
to the Shared Services Agreement**

**INSURANCE SERVICES**

- A. Policy Renewal
- B. Policy Renewal Marketing and Negotiating
- C. Premium Payments/Allocations
- D. Claims

To the extent that combined policies are not possible then both parties will be responsible for paying their own premiums.

Insurance Services will be charged at fully loaded cost to UCIDA and 5% of the total cost will be charged to UCCRC.

---

**SCHEDULE 1.4  
to the Shared Services Agreement**

**INFORMATION SERVICES**

- A. E Mail System
- B. Website Development and Maintenance
- C. Phone Systems
- D. Computer maintenance
- E. Accounting Software Systems Maintenance
- F. IT Help Desk
- G. Data Retention and Backup
- H. Software, Computer, and Communication Equipment Procurement
- I. Audio / Visual Services provided and Retention of Video Footage thereof
- J. Project Management and Tracking

Technological costs incurred that relate to a specific legal entity, such as computer and communication equipment, consumables, software purchase and maintenance, programming and project costs, etc., will be charged against that said entity.

Recurring IT Administration costs will be paid for in full by UCIDA and 5% of the total cost will be charged to UCCRC.

---

**SCHEDULE 1.5  
to the Shared Services Agreement**

**LEGAL SERVICES**

- A. Legal Council Retainment
- B. Legal Council Representation
- C. Resolutions
- D. Contracts

- E. Project Review, Closing, and other Servicing
- F. Other Contracted Legal Services

Legal Services Costs that relate to a specific entity, such as litigation, will be charged to that said entity.

Recurring Legal Services Costs will be paid for in full by UCIDA and 5% of the total cost will be charged to UCCRC.

---

**SCHEDULE 1.6  
to the Shared Services Agreement**

**OTHER OPERATING SERVICES**

- A. Reception
- B. Employee Administrative Services
- C. Office Accommodation
- D. Parking
- E. On and/or Offsite Records Storage
- F. Furniture
- G. Postage & Mailing
- H. Office Supplies & Printing
- I. Office Equipment Leases

Office Service Costs that relate to a specific legal entity, such as printing costs, postage, and certain office supplies, etc, will be charged against that said entity.

Recurring Office Services Costs will be paid for in full by UCIDA and 5% of the total cost will be charged to UCCRC.

---

# UCIDA

---

Ulster County Industrial Development Agency

Date: December 21, 2022

Subject: Request for Proposal – Accounting Services

The Ulster County Industrial Development Agency (UCIDA) and Ulster County Capital Resource Corporation (UCCRC) are accepting proposals from CPA firms to provide accounting, payroll, and tax services. Your firm is invited to submit a proposal by 4 P.M. on Wednesday, January 11, 2023 for consideration. A description of the UCIDA and UCCRC, the services required, and other pertinent information follows.

## **Description of UCIDA and UCCRC**

The mission of the Ulster County Industrial Development Agency (UCIDA) is to advance the job opportunities, general prosperity and long-term economic vitality of Ulster County residents by targeting tax incentives, bonding and other assistance to foster creation and attraction of new business and the retention and expansion of existing business.

The mission of the Ulster County Capital Resource Corporation (UCCRC) is to promote community and economic development in Ulster County in ways that complement the work of Ulster County, primarily through issuing and selling bonds for non-profit institutions.

## **Services to Be Performed**

Proposals are expected to include the following services:

1. Manage accounting, finance, and timely reporting operations of the UCIDA and the UCCRC.
2. Maintain invoices, cut checks to pay invoices on behalf of the Agencies with appropriate board approval, and record expenditures appropriately.
3. Maintain a chart of current and future Agency revenues.
4. Follow procurement policy as outlined and as directed by Agency policy and State procurement laws, and as prescribed by the Board and the approved budget.
5. Bill Organizations for revenues due, collect payments, and record revenues appropriately.

6. Create and help develop financial analyses, budgets, and forecasts as requested.
7. Follow all adopted Agency policies and procedures and report to the board where such practices are not appropriate, applicable, or best practice if applicable.
8. Aid the Agencies in risk mitigation by periodically reviewing adopted policies and procedures in conjunction with daily operating procedures and recommending appropriate changes to the board which are consistent with best practices.
9. Monitor monthly cash flows, including the completion of monthly bank reconciliations for Executive Director and Board review and approval.
10. Manage employee payroll, including payments to employees, tax payments, and payroll and tax filings.
11. Prepare comprehensive and accurate monthly financial statements for board review and approval.
12. Prepare the draft annual budget in accordance with Authorities Budget Office requirements for board review and approval.
13. Prepare the annual procurement report in accordance with Authorities Budget Office requirements for board review and approval.
14. Ensure that the Agencies are compliant with all financial filings including the annual budget report, the procurement report, the investment report, the annual certified audit filing, and all payroll filings.
15. Facilitate the annual audit of the Agencies, including supplying the external annual auditors with required documentation, answering all auditor requests, and completing all board approved adjusting journal entries, if applicable.
16. Monitor Agency cash and make appropriate investment recommendations to the Board.
17. Attend the Regular monthly meetings with the UCIDA and UCCRC staff, and meetings of the Audit Committee, Finance Committee, and Governance Committee as requested.
18. Aid the Board in financial policy recommendations and recommendations to the enhancement of internal controls.
19. Aid the Board in the implementation of Management letter comments when applicable and appropriate.
20. Provide necessary and required financial information to external parties including government bodies, applicants, and vendors as required.

### **Response to This Request for Proposal**

Your proposal must be clear and concise, and must include sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the RFP requirements, but rather provide convincing rationale to address how your organization intends to meet these requirements. Assume that the UCIDA and UCCRC (1) has no prior knowledge of your facilities and experience, and (2) will base its evaluation on the information presented in your proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other

embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

All submitted proposals become the property of UCIDA and UCCRC, who will retain one copy of all unsuccessful proposals and will destroy all extra copies.

In responding to this request, kindly provide the following information:

1. Your firm's experience in providing accounting, payroll, and tax services to other Industrial Development Agencies or other similar organizations.
2. Information on services your firm provides to related industry associations or groups.
3. Your firm's independence with respect to the UCIDA and UCCRC.
4. Information on staff continuity, including staff turnover experience in the last three years.
5. The five largest clients your firm (or office) has lost in the past three years and the reasons. Also discuss, in instances where loss of the client was due to an unresolved auditing or accounting matter, the process of attempting to resolve the issue(s).
6. Names and biographies of the partner, manager, and staff who will be assigned to this engagement if you are successful in your bid. Indicate complaints against them, if any, that have been leveled by the State Board of Accountancy or other regulatory authority. Indicate any corrective actions that have been taken by the firm with respect to these people.
7. Describe how your firm will approach the services herein, including the use of any association or affiliate member firm personnel. Also discuss the firm's use of technology in providing the services. And finally, discuss the process used by the firm to communicate issues with UCIDA and UCCRC's staff.
8. Your fee proposal for the 2023 – 2025 fiscal years. The fee quoted shall be a fixed fee, inclusive of all expenses, including but not limited to travel, clerical, printing, administrative and overhead. The fee must include payment terms.
9. Standard billing rates for classes of professional personnel for each of the last three years.
10. For reference purposes, provide the names and contact information for three of your clients, similar to the UCIDA and UCCRC in size and scope of services, which are also receiving services by the same individual(s) that will be assigned to this engagement.
11. Provide a description of how and why your firm is different from other firms that provide these services and indicate why selecting your firm as UCIDA and UCCRC's accounting services provider is the best decision.

## **Evaluation Criteria**

Only those proposals that contain complete information will be considered. All proposals will be evaluated and examined by UCIDA and UCCRC Governance Committee members, who will propose a recommendation to the full boards. If UCIDA and UCCRC Audit Committee members determine necessary, interviews may be scheduled with selected responders as soon as possible after the initial evaluation.

UCIDA and UCCRC will evaluate proposals on a qualitative basis, and reserves the right to accept or reject any and all proposals. Evaluations will include a review of the firm's submission and related materials, interviews with senior engagement personnel to be assigned to UCIDA and UCCRC, results of discussions with other clients, and the firm's completeness and timeliness in its response.

UCIDA and UCCRC's most recent financial statements and Form 990 can be provided once you have determined that you would like to respond to this request for proposal.

## **Key UCIDA Staff**

Amber Feaster  
Deputy Clerk of the Legislature- Finance, Ulster County

## **Additional Information/Questions**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder. Requests for clarification or interpretation shall be made in writing and directed to:

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

at least TEN (10) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date.

Any interpretation deemed necessary will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all responders. All addenda will become part of the RFP. Responders should not rely on any oral statements or conversations they may have with Ulster County employees or third parties regarding the RFP, whether at any pre-proposal conference or otherwise.

To ensure being advised of all addenda and other communications regarding this

RFP, complete and return, within five (5) business days, the confirmation form at the end of the RFP. Return to:

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

If you fail to return this form, you may not receive all further communications regarding this RFP.

### **Return Date**

Proposals may be submitted as an electronic PDF document via e-mail, or via mail. If mail is the preferred method for submission, please submit a total of eight (8) copies. Proposals must be received no later than **5 P.M. on Wednesday, January 11, 2023** at the following address:

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

### **Submission Conditions**

The UCIDA and UCCRC will make its initial judgment regarding qualifications, understanding of UCIDA and UCCRC's scope and objectives, and ability to perform the services, based on the proposals submitted.

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by UCIDA and 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 and UCCRC, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal. Proposals will remain valid until the execution of a contract by UCIDA and UCCRC and the chosen firm, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. UCIDA and UCCRC reserve the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional proposals. UCIDA and UCCRC reserves the right to reject any or all proposals.

UCIDA and UCCRC may, at any time by written notification to all responders, change any portion of the RFP described and detailed herein.

**Method of Award**

It is the intention of UCIDA and UCCRC that the award of this project will be made to the responder whose total proposal, in the opinion of UCIDA and UCCRC, best meets the established criteria listed herein. All aspects of the evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP will be executed only to the extent of the monies available to UCIDA and UCCRC.

A notice of award will not be binding upon the UCIDA and UCCRC until the contract has been fully executed by both parties.

**Contract Period**

The term of the contract will be for a period of three (3) years commencing on February 1, 2023, through January 31, 2026.

**THE FOLLOWING SHEETS MUST BE**  
**COMPLETED AND RETURNED**  
**WITH YOUR PROPOSAL**

**RESPONSE RETURN FORM**

**VENDOR NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**RESPONDER'S NAME:** \_\_\_\_\_

# UCIDA

---

Ulster County Industrial Development Agency

Date: December 21, 2022

Subject: Request for Proposals – Audio / Visual Services

The Ulster County Industrial Development Agency (UCIDA) and Ulster County Capital Resource Corporation (UCCRC) are accepting proposals from firms to provide Audio / Visual Services. Your firm is invited to submit a proposal by 4 P.M. on Wednesday, January 11, 2023 for consideration. A description of the UCIDA and UCCRC, the services required, and other pertinent information follows.

## **Description of UCIDA and UCCRC**

The mission of the Ulster County Industrial Development Agency (UCIDA) is to advance the job opportunities, general prosperity and long-term economic vitality of Ulster County residents by targeting tax incentives, bonding and other assistance to foster creation and attraction of new business and the retention and expansion of existing business.

The mission of the Ulster County Capital Resource Corporation (UCCRC) is to promote community and economic development in Ulster County in ways that complement the work of Ulster County, primarily through issuing and selling bonds for non-profit institutions.

## **Services to Be Performed**

Proposals are expected to include the following services:

1. Provide full-service set up and livestreaming of all IDA and CRC meetings including the Audit, Finance, and Governance Committees thereof. The Regular Monthly Meetings of the IDA and CRC are scheduled for the Third Wednesday of each month at 9:00 AM. Additional meetings may be scheduled on an as needed basis with notice given no less than five (5) business days preceding the meeting. Set up shall include, but not be limited to:
  - a) Arrangement of meeting room to accommodate members and the public in compliance with ADA accessibility requirements;
  - b) Place cards displaying each member's name;
  - c) Proper lighting and/or other equipment required to maintain the professional appearance of the livestream;
  - d) Set up, configuration and testing of the following equipment

- provided by the IDA: camera, microphones (up to 8), audio mixer
2. The provision of livestream services shall include, but not be limited to:
    - a) The server and bandwidth for livestreaming, allowing internet users to watch the meeting(s), live and archived, using free, downloadable software from Windows or Adobe;
    - b) A sufficient number of technician(s) to adequately cover each webcast production;
    - c) Provide necessary software and computer hardware to conduct the livestream;
    - d) Provide video streaming host and archive services for not less than five (5) years through the existing YouTube channel, and/or any other agreed upon platform;
    - e) Video and audio archives available within 24 hours of the services provided; and
    - f) All necessary technical support related to the livestreaming of the meetings.
    - g) All video recorded under this Agreement shall be and shall remain the property of the Ulster County IDA.

### **Response to This Request for Proposal**

Your proposal must be clear and concise, and must include sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the RFP requirements, but rather provide convincing rationale to address how your organization intends to meet these requirements. Assume that the UCIDA and UCCRC (1) has no prior knowledge of your facilities and experience, and (2) will base its evaluation on the information presented in your proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

All submitted proposals become the property of UCIDA and UCCRC, who will retain one copy of all unsuccessful proposals and will destroy all extra copies.

In responding to this request, kindly provide the following information:

1. Your or your firm's experience in providing Audio / Visual services to other Industrial Development Agencies or other similar organizations.
2. Information on services you or your firm provides to related industry associations or groups.
3. You or your firm's independence with respect to the UCIDA and UCCRC.
4. Information on staff continuity, including staff turnover experience in the last three years.
5. Information regarding your or your firm's plan to cover all meetings, including incidences of sickness, emergency, or other issues which may

- prevent assigned staff from being able to attend one of the required meetings.
6. Names and biographies of the individual(s) who will be assigned to this contract if you are successful in your bid.
  7. Describe how you or your firm will approach the services herein. Also discuss your or your firm's use of technology in providing the services. And finally, discuss the process used by you or your firm to communicate issues with UCIDA and UCCRC's staff.
  8. Your fee proposal for the 2023 – 2025 fiscal years. The fee quoted shall be a fixed fee, inclusive of all expenses, including but not limited to travel, clerical, administrative, and overhead. The fee must include payment terms.
  9. For reference purposes, provide the names and contact information for three of your or your firm's clients, similar to the UCIDA and UCCRC in size and scope of services, which are also receiving services by the same individual(s) that will be assigned to this engagement. If no such references exist, please provide the names and contact information for three professors or past employers who can appropriately and adequately speak to your or your firm's professional conduct, capabilities, and reliability.
  10. Provide a description of how and why you or your firm is different from others that provide these services, and indicate why selecting you or your firm as UCIDA and UCCRC's Audio / Visual provider is the best decision.

### **Evaluation Criteria**

Only those proposals that contain complete information will be considered. All proposals will be evaluated and examined by UCIDA and UCCRC Governance Committee members, who will propose a recommendation to the full boards. If UCIDA and UCCRC Governance Committee members determine necessary, interviews may be scheduled with selected responders as soon as possible after the initial evaluation.

UCIDA and UCCRC will evaluate proposals on a qualitative basis, and reserves the right to accept or reject any and all proposals. Evaluations will include reviewing related materials, interviews with assigned personnel, contacting past clients and/or references, and the firm's completeness and timeliness in its response.

UCIDA and UCCRC's most recent livestream meeting can be provided once you have determined that you would like to respond to this request for proposal.

### **Key UCIDA Staff**

Amber Feaster  
Deputy Clerk of the Legislature- Finance, Ulster County

## **Additional Information/Questions**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder. Requests for clarification or interpretation shall be made in writing and directed to:

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

at least TEN (10) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date.

Any interpretation deemed necessary will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all responders. All addenda will become part of the RFP. Responders should not rely on any oral statements or conversations they may have with Ulster County employees or third parties regarding the RFP, whether at any pre-proposal conference or otherwise.

To ensure being advised of all addenda and other communications regarding this RFP, complete and return, within five (5) business days, the confirmation form at the end of the RFP. Return to:

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

If you fail to return this form, you may not receive all further communications regarding this RFP.

## **Return Date**

Proposals may be submitted as an electronic PDF document via e-mail, or via mail. If mail is the preferred method for submission, please submit a total of eight (8) copies. Proposals must be received no later than **5 P.M. on Wednesday, January 11, 2023** at the following address:

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

## **Submission Conditions**

The UCIDA and UCCRC will make its initial judgment regarding qualifications, understanding of UCIDA and UCCRC's scope and objectives, methodology, and ability to perform the services, based on the proposals submitted.

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by UCIDA and 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 and UCCRC, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal. Proposals will remain valid until the execution of a contract by UCIDA and UCCRC and the chosen firm, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. UCIDA and UCCRC reserve the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional proposals. UCIDA and UCCRC reserves the right to reject any or all proposals.

UCIDA and UCCRC may, at any time by written notification to all responders, change any portion of the RFP described and detailed herein.

## **Method of Award**

It is the intention of UCIDA and UCCRC that the award of this project will be made to the responder whose total proposal, in the opinion of UCIDA and UCCRC, best meets the established criteria listed herein. All aspects of the evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP will be executed only to the extent of the monies available to UCIDA and UCCRC.

A notice of award will not be binding upon the UCIDA and UCCRC until the contract has been fully executed by both parties.

## **Contract Period**

The term of the contract will be for a period of three (3) years commencing on February 1, 2023, through January 31, 2026.

**THE FOLLOWING SHEETS MUST BE**  
**COMPLETED AND RETURNED**  
**WITH YOUR PROPOSAL**

**RESPONSE RETURN FORM**

**VENDOR NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**RESPONDER'S NAME:** \_\_\_\_\_

# UCIDA

---

Ulster County Industrial Development Agency

Date: December 21, 2022

Subject: Request for Proposals – Technological Services

The Ulster County Industrial Development Agency (UCIDA) and Ulster County Capital Resource Corporation (UCCRC) are accepting proposals from firms to provide Technological Services. Your firm is invited to submit a proposal by 4 P.M. on Wednesday, January 11, 2023 for consideration. A description of the UCIDA and UCCRC, the services required, and other pertinent information follows.

## **Description of UCIDA and UCCRC**

The mission of the Ulster County Industrial Development Agency (UCIDA) is to advance the job opportunities, general prosperity and long-term economic vitality of Ulster County residents by targeting tax incentives, bonding and other assistance to foster creation and attraction of new business and the retention and expansion of existing business.

The mission of the Ulster County Capital Resource Corporation (UCCRC) is to promote community and economic development in Ulster County in ways that complement the work of Ulster County, primarily through issuing and selling bonds for non-profit institutions.

## **Services to Be Performed**

Proposals are expected to include the following services:

1. Maintain and administer the Board's official website, including content and functionality, and archive of meeting information and video.
2. Implement and maintain the website in accordance with the Board's communication and branding plan.
3. Maintain Board Members email accounts, correct performance deficiencies, and provide technical support as needed.
4. Regularly review industry best practices, including but not limited to recommendations provided by the NYS Authorities Budget Office (ABO), and communicate opportunities for site improvement, optimization, innovation, and end user experience to the Board Chair

## **Response to This Request for Proposal**

Your proposal must be clear and concise, and must include sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the RFP requirements, but rather provide convincing rationale to address how your organization intends to meet these requirements. Assume that the UCIDA and UCCRC (1) has no prior knowledge of your facilities and experience, and (2) will base its evaluation on the information presented in your proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

All submitted proposals become the property of UCIDA and UCCRC, who will retain one copy of all unsuccessful proposals and will destroy all extra copies.

In responding to this request, kindly provide the following information:

1. Your firm's experience in providing technological services to other Industrial Development Agencies or other similar organizations.
2. Information on services your firm provides to related industry associations or groups.
3. Your firm's independence with respect to the UCIDA and UCCRC.
4. Information on staff continuity, including staff turnover experience in the last three years.
5. Names and biographies of the individuals who will be assigned to this contract if you are successful in your bid.
6. Describe how your firm will approach the services herein, including the use of any association or affiliate member firm personnel and the areas that will receive primary emphasis. Also discuss the firm's use of technology in providing the services. And finally, discuss the process used by the firm to communicate issues with UCIDA and UCCRC's staff.
7. Your fee proposal for the 2023 – 2025 fiscal years. The fee quoted shall be a fixed fee, inclusive of all expenses, including but not limited to travel, clerical, administrative, and overhead. The fee must include payment terms.
8. For reference purposes, provide the names and contact information for three of your clients, similar to the UCIDA and UCCRC in size and scope of services, which are also receiving services by the same individual(s) that will be assigned to this engagement.
9. Provide a description of how and why your firm is different from other firms that provide these services, and indicate why selecting your firm as UCIDA and UCCRC's technological provider is the best decision.

## **Evaluation Criteria**

Only those proposals that contain complete information will be considered. All proposals will be evaluated and examined by UCIDA and UCCRC Governance Committee members, who will propose a recommendation to the full boards. If UCIDA and UCCRC Governance Committee members determine necessary, interviews may be scheduled with selected responders as soon as possible after the initial evaluation.

UCIDA and UCCRC will evaluate proposals on a qualitative basis, and reserves the right to accept or reject any and all proposals. Evaluations will include a review of the firm's submission and related materials, interviews with personnel to be assigned to UCIDA and UCCRC, results of discussions with other clients, and the firm's completeness and timeliness in its response.

UCIDA and UCCRC's website can be found at [www.ulstercountyida.com](http://www.ulstercountyida.com).

## **Key UCIDA Staff**

Amber Feaster  
Deputy Clerk of the Legislature- Finance, Ulster County

## **Additional Information/Questions**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder. Requests for clarification or interpretation shall be made in writing and directed to:

Ulster County IDA and CRC  
PO Box 4265  
Kingston, NY 12402-4265  
[info@ulstercountyida.com](mailto:info@ulstercountyida.com)

at least TEN (10) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date.

Any interpretation deemed necessary will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all responders. All addenda will become part of the RFP. Responders should not rely on any oral statements or conversations they may have with Ulster County employees or third parties regarding the RFP, whether at any pre-proposal conference or otherwise.

To ensure being advised of all addenda and other communications regarding this RFP, complete and return, within five (5) business days, the confirmation form at the end of the RFP. Return to:

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

If you fail to return this form, you may not receive all further communications regarding this RFP.

### **Return Date**

Proposals may be submitted as an electronic PDF document via e-mail, or via mail. If mail is the preferred method for submission, please submit a total of eight (8) copies. Proposals must be received no later than **5 P.M. on Wednesday, January 11, 2023** at the following address:

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

### **Submission Conditions**

The UCIDA and UCCRC will make its initial judgment regarding qualifications, understanding of UCIDA and UCCRC's scope and objectives, methodology, and ability to perform the services, based on the proposals submitted.

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by UCIDA and 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 and UCCRC, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal. Proposals will remain valid until the execution of a contract by UCIDA and UCCRC and the chosen firm, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. UCIDA and UCCRC reserve the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional proposals. UCIDA and UCCRC reserves the right to reject any or all proposals.

UCIDA and UCCRC may, at any time by written notification to all responders, change any portion of the RFP described and detailed herein.

### **Method of Award**

It is the intention of UCIDA and UCCRC that the award of this project will be made

to the responder whose total proposal, in the opinion of UCIDA and UCCRC, best meets the established criteria listed herein. All aspects of the evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP will be executed only to the extent of the monies available to UCIDA and UCCRC.

A notice of award will not be binding upon the UCIDA and UCCRC until the contract has been fully executed by both parties.

**Contract Period**

The term of the contract will be for a period of three (3) years commencing on February 1, 2023, through January 31, 2026.

**THE FOLLOWING SHEETS MUST BE**  
**COMPLETED AND RETURNED**  
**WITH YOUR PROPOSAL**

**RESPONSE RETURN FORM**

**VENDOR NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**RESPONDER'S NAME:** \_\_\_\_\_