ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project, **please fill in this sheet and e-mail it to**:

PURCHASING@DUTCHESSNY.GOV

We are very interested in learning why you do not bid.

PROPOSAL #: **RFP-DCP-127-26**
TITLE: **SHELTER AND HOUSING IMPACT STUDY**

VENDOR NAME _____

CONTACT _____

ADDRESS _____

PHONE _____

E-MAIL _____

For purposes of facilitating your firm's response to our bid the County of Dutchess is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.

_____ Our items and/or materials do not meet your specifications

_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid

_____ Quantities too small

_____ Other_____

_____

SHELTER AND HOUSING IMPACT STUDY

REQUEST FOR PROPOSALS
RFP-DCP-127-26

Proposals Due
DECEMBER 11, 2026
2:00 pm

PHONE (845) 486-3670

INSTRUCTIONS AND INFORMATION

Read all documents contained in the proposal specifications.

- Specifications and proposal forms are attached hereto.

- The County of Dutchess official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or, if applicable, the Department of Public Works. Copies of bidding documents obtained from any other source are not considered official copies. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the same website that the official bid documents are obtained: www.bidnetdirect.com/new-york/county-of-dutchess. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. If you have obtained this document from a source other than the County of Dutchess Purchasing Office, Department of Public Works or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or by using the link provided at www.dutchessny.gov , selecting "Government", then selecting "Bidding and RFP Opportunities".

- Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., DECEMBER 11, 2026**. Please refer to the instructions published with this RFP titled: **Electronic Proposal Submittal Procedures** for instructions on submitting your proposal electronically.

  When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

- **The following forms are necessary to be submitted as a proposal, as well as any additional forms requested in the detailed specifications:**

  1. **CS-1 - Proposal form/price pages(s)** Note: some bids may include a separate Bid Proposal Form. Such exceptions will be noted in the proposal specification, **AND/OR**
  2. **CS-1 – Proposer Information/Acknowledgement Form, completed, signed and dated.**
  3. **CS-2 - Non-Collusion Affidavit**, completed, signed and dated.

  It is not necessary to submit your copy of the technical specifications with the proposal. They should be retained by the proposer for their records.

- No proposer may withdraw a proposal within one hundred and twenty (120) days after the actual date proposals are due.

- Should the proposer find discrepancies or omissions in the specifications, he/she will notify the Purchasing Agent at purchasing@dutchessny.gov, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any proposer by any person or persons. Changes or revision to specifications changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

- The Purchasing Agent, and/or his/her designee, will be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications.

- Written questions and inquiries concerning this Request for Proposals will be submitted to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov **on or before the date and time stated in the bid documents. Verbal questions will not be entertained.**

- References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the County of Dutchess for its purposes. Exceptions will be clearly stated. The Purchasing Director will determine equal products or services.

- The County of Dutchess guarantees no minimum or maximum purchase.

- Proposers who are required to adhere to the prevailing wage schedule will obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The County may audit adherence to this schedule at any time during or after the contract period. All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

- The Purchasing Agent reserves the right to reject all proposals, parts of all proposals, or all proposals for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the County.

- The County of Dutchess reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the County deems to be in the best interest of the County of Dutchess.

- The contract will be awarded to the RESPONSIBLE PROPOSER best meeting the needs of the County, who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the County of Dutchess in its contractual relations.

- The County reserves the right to require supplementary financial or other information from all bidders to assist in determining the qualifications of bidders.

- Upon acceptance of any proposal, the successful proposer will execute a contract, if applicable, in accordance with the specifications, with the County of Dutchess, State of New York. If the successful proposer fails or refuses to execute the contract, furnish the required insurance or bonding, or otherwise complete the contract process, and the County is still within one hundred twenty (120) days of the proposal opening, the County may, at its sole discretion void the award and award the contract to the next highest-scored responsible proposer. Nothing in this section permits an awarded proposer to withdraw from or decline the award without penalty or without being deemed in default.

- A contract will not be assignable by the contractor in whole or in part without the written consent of the County of Dutchess.

- All or any Dutchess County department may participate in the resulting contract(s). Each ordering agency will be invoiced directly for their orders and will receive shipments at their designated locations.

- The County of Dutchess reserves the right to allow other governmental entities, to purchase any goods and/or services awarded as a result of this proposal. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between the County of Dutchess and the vendor. Dutchess County will have no responsibility in the dealings between the vendor and any other governmental entity other than Dutchess County.

- Prior to any vendor receiving payment for goods and/or services rendered, the County of Dutchess requires that all vendors have a current completed IRS form W-9 on file with the County of Dutchess finance department.

- A contract will be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods will be contingent upon actual appropriations for the following years.

- The County reserves the right to terminate the purchase order and/or contract at any time prior to the contractual or purchase order end date.

- 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 its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

- Dutchess County encourages submission of Proposals by certified Minority and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

- The County is encouraging the use of electronic payment (via ACH) to entities that it does business with. Any awarded vendor will be requested to receive payments through an ACH.

- **CONFIDENTIAL/TRADE SECRET INFORMATION**

  The County of Dutchess is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you will ensure that such information is clearly identified and marked as such. Identification will be specific by item or paragraph.

  Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request or make representation explaining why the information should not be disclosed.

- **GRIEVANCE AND PROTEST PROCEDURES**:

  1. Any protest to the Division of Central Services' consideration of any bid must be submitted in writing to the address listed below and received by the Director of Central Services no later than five (5) calendar days after the bid award. A written reply to the protest will be sent to the protesting bidder by the Director of Central Services.

     Address:
     Sarah Andrews
     Director, County of Dutchess Office of Central and Information Services
     Division of Central Services
     378 Violet Avenue, Suite 2
     Poughkeepsie, NY 12601

  2. The protest will contain:

     - Identification of the statute or procedure that is alleged to have been violated;
     - A precise statement of the relevant facts;
     - Identification of the issues to be resolved;
     - Aggrieved party's argument and support documentation.

     Any notice of protest received after the deadline will not be considered.

- **NOTE: VARIATIONS AS STATED IN THE BID SPECIFICATIONS TAKE PRECEDENCE OVER THIS INSTRUCTIONS AND INFORMATION SECTION.**

Date: November 23, 2026

REQUEST FOR PROPOSALS
FOR
SHELTER AND HOUSING IMPACT STUDY

1.0 PROJECT PURPOSE

Dutchess County Department of Community and Family Services (DCFS) seeks to retain a qualified consultant to conduct an independent Shelter and Housing Impact Study that examines the distribution, accessibility, concentration, and impacts of shelters, supportive housing, affordable housing, homelessness services, behavioral health services, and other relevant publicly funded facilities and programs throughout Dutchess County. This study is a direct result of Resolution 2026158 which proposers should review prior to submitting.

The purpose of the study is to evaluate whether Dutchess County's homeless response shelter system provides equitable access to emergency housing, distributes public resources fairly, addresses racial and geographic disparities, and balances the needs of individuals with the needs of surrounding communities. The study must include an examination of conditions associated with the shelter located at 26 Oakley Street in the City of Poughkeepsie as well as the broader countywide housing and homelessness service system. The assessment should establish whether the overall shelter strategy is equitable, evidence based, financially responsible, and sustainable.

The analysis is intended to establish an objective countywide baseline identifying where services are located and where future capacity can be developed. The study must result in objective and measurable criteria and a framework to inform future decisions concerning the location of future shelters, supportive housing, affordable housing, homelessness services, and related facilities, while ensuring consistency with applicable fair housing, civil rights, and environmental justice considerations.

The selected consultant is expected to provide an objective, independent, and comprehensive analysis, including findings, recommendations and implementation strategy.

2.0 SCOPE OF SERVICES AND DELIVERABLES

The awarded Consultant must complete all required Deliverables no later than December 31, 2027.

The Awarded Consultant will be responsible for providing the following scope of services and deliverables, by the December 31, 2027, deadline:

2.1 Scope of the Shelter and Housing Impact Study

The Awarded Consultant must conduct a Shelter and Housing Impact Study (herein after may be referred to as "the Study") and provide all services and deliverables outlined in this RFP.

2.1.1 Comprehensive Housing Inventory:

The study shall provide a **county wide inventory** and geographic baseline of relevant facilities and services for the homeless, including emergency shelters, transitional, supportive and affordable housing, mental and physical health, public benefits, transportation and other critical services for the homeless. The consultant must conduct a county wide assessment of housing conditions, availability, affordability, and unmet needs. This includes, but is not limited to:

- Current emergency shelter inventory by municipality and geographic area
- Current transitional and supportive housing inventory by municipality and geographic area
- Rental affordable housing availability
- Affordable housing development trends
- Housing instability, eviction, and displacement trends
- Critical services

Existing County plans, studies, contracts, data, and initiatives may contribute materially to this work and should be used where they reduce cost or avoid unnecessary duplication, and the standard by which such existing work may satisfy a requirement of this Study should be stated objectively and applied on the evidence.

2.1.2 Equity Analysis:

The Study must address 26 Oakley Street, Poughkeepsie, NY 12601, the surrounding community, and the County's broader homelessness and housing system and including a **Geographic-Equity Analysi**s that maps and evaluate the municipal distribution and concentration of emergency shelters, supportive housing, affordable housing, homelessness services, behavioral-health services, and other relevant publicly funded facilities and programs.

2.1.2.1 The analysis must examine demographic and housing conditions; municipal infrastructure and zoning, racial and economic disparities; housing affordability and displacement risk; as well as service accessibility for the homeless,

2.1.3 Evaluation Framework:

The Awarded Consultant must identify objective criteria and measurable indicators when evaluating future locations for shelters, supportive housing, affordable housing, and homelessness services, including consideration of municipal capacity, zoning and land infrastructure, existing service concentration, transportation access, housing need, community impacts, environmental-justice factors, and opportunities to distribute County-supported resources and responsibilities fairly.

2.1.3.1 The criteria and framework recommended must consist of criteria neutral as to race, color, national origin, religion, sex, familial status, and disability. Racial, ethnic, and other demographic data must be used to identify and measure disparate impacts, needs, and burdens and to inform the design of such neutral criteria and must not be used to establish distributional targets or quotas.

2.1.4 Nothing in this Study, its methodology findings, or recommendations shall be construed to require or authorize the consideration of an individual's race in making any individual funding, eligibility, selection, or placement decision. The study may examine demographic data and systemic disparities for the purpose of informing policy, identifying service gaps, and evaluating equitable access to resources; however, race shall not be used as a determining factor in individual funding or placement decisions.

2.1.5 The Study and all recommendation must be developed and applied consistent with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, the New York State Human Rights Law, and all other applicable civil-rights and fair housing law.

2.2 DELIVERABLES

The Awarded Consultant will be responsible for providing the following deliverables:

2.2.1 Develop and submit a Work Plan and methodology for conducting the Study within 30 days of the award ; the work plan shall identify the data source relied upon for each element of the Study and shall expressly identify any element for which no adequate existing source exists.

2.2.2 Conduct a Countywide inventory and geographic baseline of relevant facilities, housing and services; as part of the Geographic-Equity Analysis, map and evaluate:

- Municipal distribution and concentration of emergency shelters;
- Supportive housing;
- Affordable housing;
- Homelessness services;
- Behavioral-health services; and
- Other relevant publicly funded facilities and programs.

2.2.3 Review relevant federal, New York State, County and municipal housing policies, programs and funding mechanisms. The review should include existing affordable housing policies, housing assistance and rental assistance programs, homeless prevention programs, zoning and land use considerations, fair housing requirements, public private partnerships, and funding opportunities. The consultants shall identify policy changes and innovative approaches that could improve housing access and equity.

2.2.4 Provide a community engagement report, describing the engagement strategy, documenting stakeholders input, identifying common themes, and explaining how community feedback informed the study.

2.2.5 Identify Objective criteria and measurable indicators and recommend a framework the County can use when evaluating future locations for shelters, supportive housing, affordable housing, and homelessness services. The framework shall include consideration of:

- Municipal capacity, including infrastructure and zoning laws;
- Existing service concentration;
- Transportation access;
- Housing need;
- Community impacts;
- Environmental-justice factors; and
- Opportunities to distribute County-supported resources and responsibilities fairly:

2.2.6 Produce Preliminary findings on racial equity, environmental justice, geographic equity, done through a Geographic-Equity Analysis and Study Assessment. **The preliminary findings must be delivered to the Department by May 27, 2027** shall examine:

- Demographic and housing conditions;
- Racial and economic disparities;
- Housing affordability and displacement risk;
- Proximity and concentration of facilities and services;
- Access to permanent and supportive housing;

- Transportation and service accessibility; and
- Whether communities disproportionately bear the burdens of the County's homelessness response relative to the demographics of the homeless served by these communities.

An equity study should not simply measure whether a shelter negatively affects a neighborhood. It should also measure the consequences of not providing shelter, including the effects on people experiencing homelessness, public health, public safety, and the broader community. The goal is to ensure that the county's response to homelessness is fair, evidence-based, non-discriminatory, and beneficial to the entire community.

2.2.7 Prepare a Draft report by October 14, 2027. The Consultant must prepare a draft report that incorporates all study findings and recommendations. The draft report must be made available for public review and comment for a period of not less than thirty (30) days; and

2.2.8 Prepare a Public final report, containing a county-wide inventory and geographic baseline of relevant facilities as described above; and a framework for evaluating future housing projects with prioritized recommendations, measurable equity criteria, responsible entities, estimated costs, potential funding opportunities and implementation timeframes. The final report shall also contain concrete findings and recommendations concerning the HOPE Center at Oakley Street.

2.2.9 An executive summary shall also be prepared. Public final report and executive summary must be complete and transmitted no later than December 31, 2027.

2.3 Data Sources and Coordination

2.3.1 As to save on County cost and avoid unnecessary primary data collection, the awarded Consultant, to the maximum extent practicable, shall build upon existing data sources, including, but not limited to,

- United States Census Bureau data and American Communication Survey (ACS) data.
- the New York State Department of Environmental Conservation Disadvantaged Communities criteria and mapping;
- United States Department of Housing and Urban Development (HUD) Continuum of Care Housing Inventory Count (HIC) and Point-in-Time (PIT) data;
- HUD Comprehensive Housing Affordability Strategy data.
- Homeless Management Information System (HMIS) and coordinated entry system data;
- Eviction and foreclosure data;
- Municipal planning and zoning records;
- County Planning geographic information system layers; and
- County Department of Community & Family Services and contracted-providers records to the maximum extent practicable.

2.3.2 The Awarded Consultant shall coordinate and incorporate the above referenced source materials, while maintaining analytical independence, as stated in Section 2.5.

2.3.3 The Awarded Consultant must identify the data source relied upon for each element of the Study and must expressly identify any element for which no adequate existing source exists. This concerns only source data and does not extend to analysis, findings or conclusions and does not modify the requirement of analytical independence, as stated in Section 2.5.

2.3.4 The Awarded Consultant must incorporate as source material the written Action Plan developed consistent with Dutchess County Legislature Resolution No. 2026156, including each quarterly update report transmitted before the close of public comment period on the draft report. Where outcome data from that initiative are not yet available when the Study is completed, the final report must state which data was unavailable and identify the questions that the twelve-month evaluation required by the Action Plan Resolution should be expected to answer.

2.4 Community Engagement

2.4.1 The Awarded Consultant must conduct good-faith stakeholder and community engagement efforts throughout the study process. The engagement process should provide meaningful opportunities for residents, including those experiencing housing instability and homelessness, to participate.

2.4.2 Engagement must include, but not be limited to, outreach to, as appropriate:

- The City of Poughkeepsie
- Municipal governments throughout Dutchess County
- Neighborhood Residents
- Neighborhood Businesses
- Persons with lived experience of homelessness
- Service providers
- Housing providers
- The Stipulation Stakeholder Group
- Relevant County departments
- The Council on Homelessness and Housing Stability

2.4.3 Engagement methods should include, but are not limited to:

- Interviews;
- Public meetings;
- Data requests; and
- Written comment opportunities

2.5 Confidentiality & Independence

2.5.1 The awarded consultant must conduct the study independently and objectively. The consultant shall not be directed to reach pre-determined conclusions concerning any housing development, shelter proposal, municipality or stakeholder group. Findings and recommendations must be supported by documented evidence and transparent methodologies.

2.5.2 The Awarded Consultant's work must remain analytically independent. Existing County plans, studies, contracts, data, work products, department activities, provider contracts, stakeholder processes, and homelessness initiatives may be incorporated as source material, and shall be so incorporated where doing so reduces cost or avoids unnecessary duplication.

No such material shall satisfy, replace, or excuse any deliverable or requirements of this RFP unless the Consultant, after independent review, determines in writing that the material satisfies the independent scope, geographic-equity methodology, environmental-justice and racial-equity analysis, public-engagement, and written-deliverable requirements applicable to that deliverable.

Any such determination shall identify the requirement addresses, the material relied upon, and the basis for the determination and shall be provided to the County at the time it is made. That a process, activity, contract, or initiative addresses homelessness, housing, shelter operations, community engagement or related subjects, is not by itself such a demonstration.

2.5.3 The selected consultant shall maintain the confidentiality of all non-public County information.

2.5.4 The consultant shall disclose any actual or potential conflict of interest

2.6 Reporting

2.6.1 Project Management & County Oversight:
The selected consultant shall work under the direction of the designated County project manager. The consultant shall:

- Participate in regularly scheduled project meetings.
- Provide monthly written progress reports
- Identify potential project delays
- Maintain communication with designated county representatives
- Submit deliverables for review and approval
- Incorporate reasonable county feedback
- Present findings to the County leadership and the Legislature

2.6.2 Reports
All reports, datasets, maps, presentations, and supporting materials shall be submitted in editable electronic formats. The County retain ownership of all final product and deliverables developed under the contract.
All reports shall be provided in both in writing and digital format.

2.6.2.1 A written document describing the work plan and methodology for conducting the Study shall be due within 60 days of the award
2.6.2.2 The County Wide Inventory and Equity Map is due May 28, 2027
2.6.2.3 Preliminary draft report, including the community engagement report, due October 14, 2027
2.6.2.4 Final Report and executive summary is due December 31, 2027

3.0 ACCESSIBILITY COMPLIANCE REQUIREMENTS

All digital content, products, and platforms included in the deliverables must comply with WCAG 2.1 AA or the most current version adopted by the County or required by federal, state, or local law. This includes digital documents that may be made available to the public.

4.0 OWNERSHIP OF WORK PRODUCTS

All work products including digital forms produced or created by the Awarded Consultant as a result of or related to the performance of work or services under this RFP proposal will be the property of Dutchess County.

5.0 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Proposers interested in being considered must have the following qualifications and experience:

5.1 A minimum of 5 years of experience conducting housing, equity, community development, or public policy studies;
5.2 Experience working with county or municipal government;
5.3 demonstrated expertise in affordable housing and homelessness systems;
5.4 experience facilitating community engagement;
5.5 Experience with geographic information systems and data analysis
5.6 Experience in conducting equity and disparity assessment
5.7 Ability to prepare comprehensive reports and present findings to elected officials and public agencies.
5.8 The proposed project team should include expertise in public administration, social services, environmental justice, racial-equity analysis, geographic-equity and spatial analysis, housing policy, homelessness or supportive housing, cumulative-impact assessment, urban planning, land-use or community-impact analysis, and meaningful community engagement.

6.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., DECEMBER 11, 2026**. Please refer to the instructions published with this RFP titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

All costs associated with the preparation of a proposal in response to the RFP will be the responsibility of the proposer submitting the proposal. The County of Dutchess will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

It is incumbent upon each proposer to address any and all requirements as detailed below. Proposals lacking complete documentation may be deemed non-responsive. Failure to comply with the instructions in this section of the RFP may be deemed non-responsive.

Proposal Submission Package must include:

6.1 TECHNICAL PROPOSAL REQUIREMENTS

Provide the following in Technical proposal:

6.1.1 Cover letter – Statement of interest and qualifications.

6.1.2 Firms Demonstrated Qualifications and Experience:

6.1.2.1 Describe the firms history and years experience conducting housing, equity, community development, public policy and related studies;

6.1.2.2 Describe experience preparing technical reports, policy reports, equity assessments or similar study documents and presenting findings to elected officials, governing bodies, public agencies, or community stakeholders; And,

6.1.2.3 Provide descriptions of up to three (3) comparable projects completed within the last seven (7) years that demonstrate their substantial experience. For each project provide client name, project description, including scope of services performed, identification of which above subject areas were addressed by the project, contract value, completion date and reference contact. Dutchess County reserves the right to contact references.

6.1.3 Project Team and their Demonstrated Qualifications and Experience: To demonstrate the Project Team (comprised of proposed Project Manager and Key Personnel) Proposers must identify the proposed Project Manager and Key Personnel who will be assigned to this project and their relevant demonstrated substantial experience in public administration, social services, environmental justice, racial-equity analysis, geographic-equity and spatial analysis, housing policy, urban planning, homelessness or supportive housing, cumulative-impact assessment, land-use or community-impact analysis, and meaningful community engagement. For each key personnel, provide resumes and describe their roles and responsibilities for this project. Name also any other subcontractors and partner organizations, and describe their roles and responsibilities.

6.1.4 Firms methodology and approach to completing the study, the deliverables, data collection and analysis, geographic equity analysis, environmental justice analysis, racial equity analysis, community engagement, development of siting criteria and evaluation framework by the deadline provided in RFP. The proposed methodology must demonstrate: an understanding of the objectives; the proposed research methodology; equity assessment framework; data collection and analysis approach; stakeholder engagement strategy; approach to evaluating the HOPE Center at Oakley Street.

6.1.5 Project Schedule: to establish the proposed timeline; key milestones; and deliverable submission dates.

6.1.6 Conflict of Interest Disclosure: Proposers must provide a clearly written disclosure identifying any actual or potential conflict of interest concerning: 26 Oakley Street, Dutchess County, the City of Poughkeepsie and any shelter of homelessness-services contractor. If no such conflict of interest exists, Proposer must clearly state so.

6.2 COST PROPOSAL REQUIREMENTS

Cost Proposals are to be uploaded as a separate document from your Technical Proposal in your RFP response submission. Please refer to the separate attachment titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the Technical Proposal may result in your proposal being deemed non-responsive. Provide the following in Cost Proposal:

6.2.1 Provide the cost proposal to the County for providing all services described in this RFP by completing in full the Cost Proposal Form (CS-1b). **Cost must be provided on the Cost Proposal Form (CS-1b) provided in RFP,** ***failure to use the form provided may result in Proposal being deemed non-responsive.***

6.3 ADDITIONAL REQUIRED COMPLETED FORMS

All forms are provided within RFP published documents, failure to use the forms provided may result in Proposal being deemed non-responsive.

6.3.1 Proposal Submission Checklist,
6.3.2 Proposer Information/Acknowledgement Form (CS-1a)
6.3.3 Non-Collusion Affidavit Form (CS-2),
6.3.4 Statement of Understanding of Indemnification and Insurance Requirements (Attachment A), and
6.3.5 Addenda Acknowledgment Form (Attachment B) – if applicable

7.0 EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee will review and evaluate each of the proposals using the criteria described below under Evaluation Criteria. Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County reserves the right to reject any or all proposals or parts of proposals.

8.0 EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Proposals will be reviewed in accordance with the following criteria, listed in order of importance:

8.1 Experience and qualifications of proposed project team members
8.2 Proposed methodology and research approach
8.3 Housing and homelessness expertise
8.4 Equity Assessment and data analysis expertise
8.5 Understanding of project objectives
8.6 Community Engagement strategy
8.7 Project schedule
8.8 Cost

The County reserves the right to conduct interviews, request clarifications, negotiate scope and pricing, and selected the proposal determined to be in the County's best interest. The lowest priced proposal will not necessarily be selected.

9.0 AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Dutchess County.

The County of Dutchess reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Dutchess County.

The award of a contract is contingent upon the successful execution of the formal contract agreement.

10.0 CONTRACT AND INSURANCE REQUIREMENTS

The Awarded Consultant will be required to enter into a formal contract agreement with the County of Dutchess, which includes specific insurance coverage. See the Standard Contract Agreement (Attachment C). Proposer's must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements" see Attachment A. Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements, including specific proposed deviation to contract and insurance requirements, must be submitted in accordance with the section titled QUESTIONS.**

10.1 CONTRACT TERM

The Contract term will begin on or about December 28, 2026 and end February 28, 2028, upon successful execution of the formal contract. The County reserves the right to extend for one (1) additional one (1) years term, at the county's option

11.0 PRICE ADJUSTMENT

Any requests for reasonable price adjustments must be submitted in accordance with this section. A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

There is no guarantee the County will accept a Price Adjustment; therefore, Contractor/Supplier should be prepared for the pricing to be firm over the Term of the Agreement. The County is only willing to entertain Price Adjustments based on an increase to Contractor's/Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement.

The Director of Central Services may use available indexes (i.e., CPI, PPI and/or prevailing wage rate percentage increases) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

If the County agrees to the Price Adjustment, the County shall issue written approval of the change. If the request is not accepted, the County may entirely reject the request or may counter with revised pricing.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

12.0 QUESTIONS

Submit questions pertaining to this RFP, **including any inquiries or proposed deviation related to contract and insurance requirements,** by email to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov no later than 5:00pm (EST) on Wednesday December 2, 2026. All answers to the submitted questions will be posted as an addendum on the following website: https://www.bidnetdirect.com/new-york/county-of-dutchess.

PROPOSERS MUST CHECK THIS WEBSITE REGULARLY FOR ADDENDUM, WHICH MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP SPECIFICATIONS.

PROPOSAL SUBMISSION CHECKLIST
Proposal #RFP-DCP-127-26
SHELTER AND HOUSING IMPACT STUDY

Company Name:_____

This proposal submission checklist MUST be completed and submitted with your response, to assure compliance with all required documentation.

Proposer's who fail to provide all of the following items, may be deemed as non-responsive:

Check if included	**Proposer's Submission Includes the following:**
☐	Completed Proposal Submission Checklist (this document).
☐	Completed and signed Proposer Information / Acknowledgment Form (CS-1a).
☐	Completed and signed Non-Collusion Affidavit Form (CS-2).
☐	Information and Documentation to completely satisfy all items outlined in Section 6.1 Technical Proposal Requirements.
☐	Completed and signed Cost Proposal Form (CS-1b), as outlined in Section 6.2 Cost Proposal Requirements
☐	Completed and signed Statement of Understanding of Indemnification and Insurance Requirements (Attachment A)
☐	Completed and signed Addenda Acknowledgment Form (Attachment B) – If applicable.
☐	Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., DECEMBER 11, 2026**. Please refer to the instructions published with this RFP titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically.

THIS FORM MUST BE INCLUDED IN PROPOSAL SUBMITTAL. IF NOT INCLUDED, PROPOSER MAY BE DEEMED NON-RESPONSIVE.

COUNTY OF DUTCHESS
Division of Central Services

PROPOSER INFORMATION/ACKNOWLEDGEMENT FORM (CS-1a)

The undersigned, having carefully examined the appropriate specifications, #RFP-DCP-127-26 dated DECEMBER 11, 2026, does hereby agree to furnish and deliver to the County of Dutchess, Poughkeepsie, New York, the proposed items/services at the price(s) indicated in Proposal Submission:

Full Legal Name of
Company Submitting Proposal:_____

Street Address:_____

Mailing Address:_____

City: _____ State:_____ Zip:_____

Contact Name:_____

Phone Number: ( )_____ Fax Number: ( )_____

E-Mail Address:_____Web Address:_____

Federal ID Number:_____Unique Entity Identifier #(UEI):_____

Name of Authorized Official Submitting Proposal: _____
(Please Print or Type)

Signature of Authorized Official Submitting Proposal: _____

Date:_____

- By signing and submitting this proposal for consideration by the Dutchess County Division of Central Services, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.
- By submission of this bid, each bidder and each person signing on behalf of any bidder 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

CS-1a

COUNTY OF DUTCHESS
Division of Central Services

COST PROPOSAL FORM (CS-1b)

Proposers must fully complete this form including entering in a price for items 1.0 through 4.0. Proposers who fail to complete and submit this form in Proposal Submission may be deemed non-responsive.

Item #	Description	Price
1.0	All-Inclusive Cost to provide County Wide Inventory and geographic baseline of relevant facilities, housing and services.	$
2.0	All-Inclusive Cost to provide Housing Impact Study and Equity Analysis	$
3.0	Total All Inclusive Cost to provide objective criteria and measurable indicators for a framework the county can use when evaluating future locations of shelters, supportive and/or affordable housing and services,	$
4.0	TOTAL COST: *(Enter the Sum of items 1.0 through 3.0)*	$

Full Legal Name of Company Submitting Proposal:_____

Name of Authorized Official Submitting Proposal: _____
(Please Print or Type)

Signature of Authorized Official Submitting Proposal:_____

Date: _____

CS-1b

NON-COLLUSION AFFIDAVIT

#RFP-DCP-127-26
SHELTER AND HOUSING IMPACT STUDY

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, each bidder and each person signing on behalf of any bidder 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 knowledge and belief:
(1) The prices in this bid 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 or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Signed _____

By _____
(Company President or Authorized Representative)

Dated _____

Bid submitted by: Company Name: _____

Address: _____

_____

_____

Phone: _____

Fax #: _____

Email: _____

CS-2

ATTACHMENT A

STATEMENT OF UNDERSTANDING OF
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR
SHELTER AND HOUSING IMPACT STUDY
RFP-DCP-127-26

I (We) have read the Indemnification and Insurance Requirements cited in the subject Request for Proposal and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirements are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFP.

Full Legal Name of Company:_____

Street Address:_____

City: _____ State: _____ Zip: _____

Name of Authorized Official Submitting Proposal:

_____
(Please Print or Type)

Signature of Authorized Official Submitting Proposal:

_____

Date: _____

THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

ATTACHMENT B

ADDENDA ACKNOWLEDGMENT FORM

Bidder/Proposer acknowledges receipt of the following addenda to **RFP-DCP-127-26:**

Addendum No.		**Dated:**	
Addendum No.		**Dated:**	
Addendum No.		**Dated:**	
Addendum No.		**Dated:**	
Addendum No.		**Dated:**	
Addendum No.		**Dated:**	

Failure to acknowledge receipt of all addenda may deem the Bidder/Proposer as non-responsive.

Full Legal Name of Company Submitting Bid/Proposal:_____

Authorized Signature:_____

Title:_____

Date:_____

ATTACHMENT C
AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and **VENDOR**, a non-profit corporation whose address is ____ (hereinafter referred to as the "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, the County's Department of Community and Family Services desires the services of the Contractor to provide (service description); and

WHEREAS, the Contractor is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 202__ Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Contractor shall perform, using standards of care acceptable to the County and in strict compliance with all applicable Federal, State, and local laws, regulations and procedures, the services set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. PROJECT AND DOCUMENTS FORMING THIS AGREEMENT. This Agreement shall be deemed to include (if applicable): the advertisement for proposals; the Instructions to Bidders; the Information for Bidders; the Contractor's proposal; the technical and contract specifications dated xx, 20xx; the plans or drawings; any addenda to specifications if the same are issued prior to the date of receipt of proposal; insurance contacts and certificates of insurance; and all provisions required by law to be inserted in the contract, whether actually inserted or not. The project is described as follows:
[Request For Proposal] #xx-xx for xx.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 202x and shall terminate on xx xx, 202x, unless otherwise terminated as set forth herein.

4. EXTENSION. This Agreement may be extended for One (1) additional period of time, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

5. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed xx THOUSAND and 00/100 ($xx,000.00) DOLLARS. Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller. The Contractor must submit payment requests using the Dutchess County Payment Request Form available at http://dutchessny.gov/CountyGov/Contracted-Services-and-Programs.htm electronically to the Principal Program Assistant, Leah Bochar at Leah.bochar@dfa.state.ny.us and copy to Kara Cerilli, Social Welfare Specialist at kara.cerilli@dfa.state.ny.us.

Payment of the above consideration shall be made to the Contractor upon submission of {monthly} {quarterly} statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

6. ATTRIBUTION. The Contractor, through whatever medium it uses to communicate its mission, program or services, shall identify Dutchess County as a funding source. It shall do so by placing on its stationery, brochures, newsletters, and other printed materials the following statement: *"Paid for in part by Dutchess County."* Whenever appropriate, the Dutchess County Seal should be displayed along with the statement. Attribution in other media where the above statement would be cumbersome shall appropriately convey the role of Dutchess County as a funding source.

7. INDEPENDENT CONTRACTOR STATUS. The Contractor agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither Federal, State, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor or its employees; that the Contractor shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Contractor shall have no Workers' Compensation or disability coverage through the County for the Contractor or his employees, and that the Contractor shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

8. INDEMNIFICATION. The Contractor agrees to the fullest extent permitted by law to defend, indemnify, and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false, or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

9. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Contractor and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, **OR**

b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).

c. In the event that the Contractor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200.

d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include coverage for bodily injury, property damage liability, and sexual abuse and molestation and medical coverage for the participants in the program. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

***Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than $1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

Professional Liability, with limits not less than $1,000,000 per claim; $3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').

The Acord form certificate of insurance must contain the following provisions:

(A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

(B) Commercial general and automobile liability policies are primary and noncontributory.

(C) Commercial general liability, automobile liability and Workers' Compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

(D) Any umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

(E) If the Workers' Compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Contractor may be suspended in the event the Contractor and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

10. QUALIFICATIONS OF CONTRACTOR. The Contractor specifically represents that it and its members, officers, employees, agents, servants, consultants, and subcontractors have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. DECLARATION BY CONTRACTOR. The Contractor declares that it has complied with all Federal, State, and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

12. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability, or marital status.

The Contractor shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability, or marital status and to comply with all Federal, State, and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

13. RETENTION OF RECORDS. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

14. NON-ASSIGNMENT. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

15. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses, or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill its obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of monies which otherwise may be payable to the Contractor under this Agreement and apply such monies toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such monies being withheld by the County, and the failure of the County to withhold monies from the Contractor shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

16. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement, at the option of either of the parties.

17. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

For the County:
Dutchess County Department of Community & Family Services
Attn.: Office of the Commissioner
60 Market Street
Poughkeepsie, NY 12601

With a copy to:
Dutchess County Department of Law
22 Market Street, 5th Floor
Poughkeepsie, NY 12601

For the Contractor:
(Vendor)
(Street)
(City, State, Zip)

18. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

19. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

20. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

21. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."

22. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process on it by Registered or Certified mail, return receipt requested. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage. The Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service is complete in which to respond.

23. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

24. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

25. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive, and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

26. ENFORCEMENT EXPENSES. The Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

27. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any monies due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

28. BULK PRINTING. The County requires that it be the vendor of first choice for all bulk printing and copying associated with this contract.

29. PERMITS AND COMPLIANCE. The Contractor shall obtain, maintain, and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules, and regulations applicable to the work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If the Contractor performs any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders or directive, the Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. The Contractor shall comply with the Federal Occupational Safety and Health Act and the Americans With Disabilities Act.

30. AUDIT. The Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses, and disposition of County funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the County, State, or Federal governments. The Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

31. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

32. CONTRACTOR'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, the Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the County; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

33. NOTICE OF INTENT TO SUE. (a) The Contractor agrees that, at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Contractor shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which you believe you are entitled. (b) The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the contractor, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the county must be commenced within one year of the event which gives rise to liability.

34. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State, or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

35. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

36. CONFIDENTIALITY. The Contractor shall comply with applicable Federal and State requirements for confidentiality of records and information and agrees not to allow examination of records or disclosures of information, except as required by the County under the terms of this Agreement.

37. CONFIDENTIALITY AND DATA SECURITY. The Contractor shall protect the confidentiality and security of information obtained or accessed in the implementation of this Agreement The use of the confidential information is confined to activities that are essential for the purposes of this Agreement or pursuant to a valid written authorization signed by the applicant or recipient. The Contractor will treat all Personally Identifiable Information relating to recipients as confidential information and shall only use such information as necessary to report on performance measures and to provide services. The Contractor will take all necessary and prudent precautions to require that all confidential, personal, private and sensitive information is secured so that only authorized users shall have access to such information. Where data is stored on a computer or other electronic media, the Contractor must have an appropriate computer security policy that protects confidential information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever stored, must be limited to personnel with an official business need. Responsibility for computer security must be assigned to a specific individual and the assignment must be documented.

The Contractor agrees to require any and all of its agents, employees and other designees and assigns to agree to safeguard from unauthorized use and disclosure any and all information disclosed to them by DC DCFS, the applicant, any potential applicant or any third party pursuant and shall maintain the confidentiality of such information pursuant to federal and state regulations.

In the event of any unauthorized access or theft of client data, the Contractor shall immediately, but in no event more than one (1) business day following discovery, notify DCDCFS providing details as to the nature, location, date, time and individuals involved in the security incident. In the event of a Data Breach, the Proposer shall notify DC DCFS of such breach by telephone at 845-486-3006 and e-mail to peter.simon@dfa.state.ny.us and perform such acts as DCDCFS considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties shall coordinate and cooperate in good faith on developing the content of any related public statements or any required notices.

The Contractor may not use the confidential information for any purpose other than the implementation and administration of this Agreement. Any breach of this Agreement may prevent the DC DCFS from any further cooperation with the Contractor and prevent any further use or access to the disclosed information.

The Contractor will ensure that its agents, employees, and other designees and assigns will agree to all provisions of this Agreement, and in furtherance thereof will require all agents, employees, and other designees and assigns who will be accessing confidential information to sign annually the attached Confidentiality, Security and Access to Information Certification Form (Attachment 1), to evidence their understanding and agreement.

The Contractor and its agents, employees, and other designees and assigns agree to indemnify and hold harmless the County, and its employees and officials for any loss, damages, judgments, and costs of liability arising from the release or use of the confidential information obtained or accessed through implementation and administration of this Agreement if caused by Contractor.

38. ACCESSIBILITY COMPLIANCE REQUIREMENT. The Contractor shall deliver all final reports and deliverables in compliance with WCAG 2.1 Level AA (or the most current version adopted by the County or required by federal, state, or local law). Any content found to be non-compliant during this Agreement term

must be remediated at no additional cost to the County. The County may withhold payment if accessibility requirements are not met.

39. MONITORING. The Contractor acknowledges that they are subject to audit and County monitoring to ensure compliance by Contractor with the terms of this contract. The Contractor agrees to make available to such a monitor or monitoring team all program records, all corporate records or similar or related documents of whatsoever nature which may be requested by the monitors for the purpose of assisting the monitors with their evaluation.

The Contractor expressly agrees to conform to all requirements made of Contractor by the monitoring unit as to program modification or corrections of problems necessary to effectuate compliance with the scope of services outlined in Exhibit "A." Failure by Contractor to either cooperate with County monitors in investigation or remedial aspects of their review shall be a breach of this contract.

39. BUDGET. The Contractor agrees to provide services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B" and which details all personnel or other costs of services to be rendered by the Contractor under this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Contractor agrees that, in the event that his expenditures are less than his total budget and at the termination of this Agreement County funds remain unexpended, he shall return said funds to the County.

40. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including but not limited to facsimile, email and signature platforms such as DocuSign, shall have the same legal effect and enforceability as manually signed paper originals. The parties hereby agree that electronic signatures used in accordance with the Electronic Signatures and Records Act (ESRA), New York State Technology Law Article 3, are expressly permitted and shall be considered valid and binding.

41. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the manual of Policies and procedures for Contracted Services. This manual is subject to change by the County. A current version of the manual is available at this link: http://dutchessny.gov/ContractedServices.

42. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 202___.

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS
BY: _____
County Executive

APPROVED AS TO CONTENT:
DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
By:_____
Commissioner

(VENDOR)

BY: _____
Print Name_____
Print Title _____