



REQUEST FOR PROPOSALS FOR QUALIFIED HOUSING ADVOCACY AND OUTREACH COORDINATORS TO IMPLEMENT THE BERSHRE REGIONAL HOUSING STRATEGY

Introduction

Pursuant to the requirements of Massachusetts General Laws Chapter 30B section 6, the, Berkshire Regional Planning Commission (BRPC) is seeking proposals from qualified housing advocacy and outreach coordinators for implementation of the Berkshire Regional Housing Strategy. This project is being funded by a grant from the Mass Department of Housing and Community Development (DHCD). A project description is included as Attachment A.

Services Required

BRPC requires the services of a qualified housing advocacy and outreach coordinator to execute several strategies and initiatives identified in A Housing Vision for the Berkshires. These strategies include collecting data regarding housing conditions and housing needs throughout Berkshire County, creating and presenting associated educational materials, and developing a network of housing advocates.

BRPC requires work to begin no later than 2 weeks after signing a contract with the selected vendor and be completed by May 31, 2026.

Sources and Availability of Funding

The total DHCD grant funds available for coordinating housing education and advocacy, and associated costs, are \$75,000.00.

Proposal Submission Requirements

The following elements must be included in all submittals:

1. **Non-Price Technical Proposal** (minimum three (3) copies, sealed and clearly marked)
 - A **cover letter** that clearly states the proposer's willingness and ability to undertake the project according to the Scope and Timeline set forth in Attachment A, and the firm's ability and willingness to contract with BRPC.
 - A proposed **scope of work**, including a preliminary project schedule in accordance with the contract expected to commence and end during the period specified, (May 1, 2023 – May 31, 2026) and consistent with the intent of the Berkshire Regional Housing Strategy, the project description and proposed scope of services herein see (Attachment A).

- A **statement of qualifications** that includes the following:
 - Relevant experience of the staff members most likely to undertake this work (i.e., resumes and or qualifications).
 - Relevant experience developing educational materials and coordinating outreach and advocacy.
 - Relevant experience working with local and regional employers, city and town officials, and other housing organizations.
- Completed **certificates / affidavits** included in the Appendix. BRPC may reject any response from which applicable, completed forms have been omitted.

2. Price Proposal (one (1) copy, clearly marked as separate from the **Non-Price Technical Proposal**)

- A separate, sealed, and clearly marked **Price Proposal**. Your price proposal must be sealed and submitted separately from the non-price technical elements listed above. The price must not exceed \$75,000.00 and must reflect all costs and expenses for the entirety of all services proposed in the technical proposal, including but not limited to travel, meetings, telephone, postage, printing, and reproduction.

Submittal Deadline

The Non-Price Technical Proposal including mandatory affidavits and the separate, sealed, Price Proposal, must be received by BRPC, by mail or via in-person drop-off no later than 12:00 Noon on April 14, 2023. Mailed submissions should be clearly marked Attn: **Thomas Matuszko, Executive Director, 1 Fenn Street, Suite 201, Pittsfield, MA 01201**

Proposal Opening Process:

- Proposals will not be opened publicly but shall be opened in the presence of one or more witnesses on April 14th at 12:00 Noon in the offices of the BRPC as specified herein.
- The contents of the proposals shall remain confidential and shall not be disclosed to competing offerors. A register of proposals will be compiled, which shall include the name of each offeror and the number of modifications, if any, received. Said register of proposals shall be open for public inspection.
- The price proposals shall be opened upon completion of the evaluation process set forth herein at a later time, but not later than April 21, 2023, so as to avoid disclosure to the individuals evaluating the proposals on the basis of criteria other than price.

Award of the Contract

Evaluation Criteria

A. Minimum Criteria: Each submittal must meet all of the following criteria in order to be considered for further evaluation. Those that do not include these required materials or submit information requested below will be evaluated unacceptable and will not be considered further.

1. A cover letter that clearly states the proposer's willingness and ability to undertake the project according to the Scope and Timeline set forth in this Request, and the firm's ability and willingness to execute a contract with BRPC.
2. Signed forms / statements: Statements of Tax Compliance; Non-Collusion; and Nondiscrimination Affidavit.
3. A proposed Scope of Services as described herein for the contract period expected to be from May 1, 2023 to May 31, 2026.

B. Quality Requirements: Due to the project's regional scope, inter-organizational structure and interaction with the public, BRPC will consider only those proposals which answer the following yes questions in the affirmative:

1. Does the respondent have more than 10 years of experience in developing and implementing regional scopes of work? 'Regional' is defined here as 'involving representatives of no fewer than six (6) Berkshire County municipalities.
2. Does the respondent have more than 10 years of experience in coordinating the work of multiple organizations?
3. Do members of the respondent's principal staff have more than 5 years of experience in outreach and marketing?
4. Is the submission complete, including the requirements listed under **Minimum Criteria**?

C. Comparative Criteria: Each submittal that meets the minimum criteria listed above under A will then be scored and rated against the Quality Requirements listed in B. Items 1. through 4. above will be scored according to the following:

- Highly Advantageous (5): a proposal that exceeds the minimum criteria above
- Advantageous (3): a proposal that meets the minimum criteria above
- Not Advantageous (1): a proposal leaving significant issues not fully addressed
- Not Acceptable (0): a proposal that is missing required information

The maximum score possible would be 20 (if items 1-4 each achieved a score of 5).

D. Reference Checks and Interviews: BRPC may choose to interview the two top-rated responders. After any interviews, BRPC will contact references to discuss experience with similar projects.

E. Rule for Award:

The contract shall be awarded to a responsible and responsive offeror deemed to have submitted the most advantageous proposal taking into consideration price and the evaluation criteria set forth in the request for proposals

Prior to the proposal opening, a proposer may correct, modify, or withdraw the proposal (non-price and price) until the submission deadline. A proposer who wishes to withdraw a proposal must make the request in writing.

Contract Period

The selected qualified housing advocacy and outreach provider will be required to enter into a professional services contract with BRPC, expected to commence on May 1, 2023. The term of which shall also be consistent with BRPC's agreement with the Mass Department of Housing and Community Development. Activities shall conclude no later than May 31, 2026.

Further Information

Inquiries regarding this request should be directed to Kenneth E. Walto, Project Specialist, BRPC, via email at kwalto@berkshireplanning.org not later than 12:00 noon on March 31, 2023. Responses to questions, if any, will be posted to BRPC's website by 12:00 noon on April 5, 2023.

Appendices



BRPC

Berkshire Regional Planning Commission

1 Fenn Street, Suite 201
Pittsfield, MA 01201
T: (413) 442-1521 · F: (413) 442-1523
TTY: 771 or (800) 439-2370
berkshireplanning.org

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signature/Title

Company/Firm Name



BRPC

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berkshireplanning.org

NONDISCRIMINATION AFFIDAVIT

Project: **Berkshire County Collaborative Campaign**
Berkshire Regional Planning Commission

The undersigned certifies UNDER PENALTIES OF PERJURY, that to the best of his/her knowledge and belief, said bidder has not, either directly or indirectly, discriminated against any employee or applicant for employee because of his/her race, color, religion, national origin, sex, sexual orientation, age, mental or physical disability. Additionally, bidder has complied with all provisions and requirements of the Equal Opportunity, Antidiscrimination and Affirmative Action Programs.

Social Security or Federal Identification Number: _____

Full Name of Individual Signing Proposal: _____

Signature: _____ Date: _____

Name of Business: _____



BRPC

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STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal Identification Number: _____

Full Name of Individual Signing Proposal: _____

Signature: _____ Date: _____

Name of Business: _____



Berkshires Housing Vision Implementation

Attachment A: Project Description

BRPC will work with the selected contractor to implement several of the strategies recommended by the 2022 report, 'A Housing Vision for the Berkshires', (see the full report at <https://berkshireplanning.org/initiatives/>)

The implementation project will have a focus on **Education, Advocacy** and **Building a Supportive Environment**. Specific elements of these strategies are included in the referenced report.

Proposed Scope of Services

The proposal should set out a comprehensive set of activities for the entire project period (Expected to be from May 1, 2023 to May 31, 2026) following the strategies referenced above and described in detail in the Housing Vision for the Berkshires. Overall, the strategies are organized into four broad categories: Education, Advocacy, Financial Resources and Building a Supportive Environment, (see report page 26 and following)

At a minimum, the successful proposal will address the tasks set forth below:

1. Convene two meetings of stakeholders.

- a. One meeting to be held during Year One. This meeting will serve as both a meeting for the marketing and education campaign, as well as a call to action and call for local advocates.
- b. One meeting to be held during either the third or fourth quarter of Year One. This meeting will include a broader range of attendees, especially elected officials, and will serve as an update on the marketing and education campaign and advocacy efforts.

2. Create and disseminate marketing and education materials

- a. In Year One, the selected consultant will produce marketing and education materials to be shared across a number of platforms, including but not limited to: radio, social media and news publications. This material will serve to both promote the implementation of the housing strategies derived from 'A Housing Vision For The Berkshires' and educate the region on the housing issues detailed therein.

3. Establish network of housing advocates

- a. The selected consultant will work throughout the first year of the project to identify, educate and connect local housing advocates. These advocates will act as local ambassadors of the marketing and education campaign.

At its sole discretion, BRPC may modify work with the selected contractor in further refining items in the project scope as work progresses and is assessed for conformance with the goals as outlined in the strategies of the Housing Vision document



**Attachment B:
Contract Terms and conditions**

Agreement
By and Between
Berkshire Regional Planning Commission

and

[REDACTED]

THIS AGREEMENT made as of the [REDACTED] day of [REDACTED], 2023 is by and between the Berkshire Regional Planning Commission, hereinafter called the COMMISSION, and [REDACTED], hereinafter called the CONTRACTOR.

WHEREAS, the COMMISSION has entered into an Agreement with the Massachusetts Department of Housing and Economic Development for the purpose of advancing housing development in Berkshire County.

WHEREAS, professional services relating to the implementation of the project are sought to assist the COMMISSION in the timely achievement of the project objectives.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR:** The COMMISSION hereby engages the CONTRACTOR to perform the services set forth herein and the CONTRACTOR hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONTRACTOR shall perform the necessary services as described in Attachment A. The CONTRACTOR shall perform its services in accordance with reasonable professional standards of skill, care, and diligence. Time is of the essence of this Agreement. The CONTRACTOR shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of work products, as reasonably determined by the COMMISSION, nor for any services made necessary by the fault or neglect of the CONTRACTOR.
3. **RESPONSIBILITY OF THE COMMISSION:** The COMMISSION shall assume responsibility for assisting the CONTRACTOR insofar as possible for the purpose of efficiency and furnishing the CONTRACTOR with information needed to satisfactorily complete the services.
4. **REPORTING:** The CONTRACTOR will submit written reports to the COMMISSION on the status of professional services as specified in Attachment A, or at other times as required by an information request or reporting requirement by the Massachusetts Department of Housing and Economic Development.
5. **TIME OF PERFORMANCE:** The services of the CONTRACTOR are to commence on or about May 1, 2023 and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than May 31, 2026.
6. **COMPENSATION:** The COMMISSION will pay the CONTRACTOR a total fee from project grant funds in an amount not to exceed \$ [REDACTED], based on a mutually agreed upon invoice procedure. The COMMISSION's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be and remain liable to the COMMISSION for all damages incurred by the COMMISSION as the result of the CONTRACTOR's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the COMMISSION provided for under this Agreement are in addition to any other rights or remedies provided by law. The COMMISSION may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of the continued eligibility of the COMMISSION to receive such funds. In absence of such

funds, this Agreement shall be terminated immediately without liability of the COMMISSION for damages, lost profits, penalties, or other charges arising from early termination.

8. **WITHDRAWAL OR TERMINATION:** Either the COMMISSION or the CONTRACTOR may withdraw from this agreement for cause upon 15 days written notice. In case of withdrawal or termination, the CONTRACTOR will promptly deliver to the COMMISSION all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the services performed under this Agreement to the time of termination, and thereupon the COMMISSION shall pay to the CONTRACTOR any unpaid and undisputed balance owing for services rendered prior to the date of termination. Notwithstanding the foregoing, in the event of withdrawal the COMMISSION will be credited with required matching commitment provided to the date of the withdrawal. Any termination or withdrawal of this Agreement shall not affect or impair the right of the COMMISSION to recover damages occasioned by any default of the CONTRACTOR or to set off such damages against amounts otherwise owed to the CONTRACTOR.
9. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.
10. **NON-DISCRIMINATION:** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.
11. **INDEMNIFICATION:** To the extent allowable by law, the CONTRACTOR shall indemnify, defend, and hold the COMMISSION harmless from and against any and all suits, claims, demands, damages, losses, actions, causes of actions, costs and expenses, including attorneys' fees, or liability of every kind and description that the COMMISSION may incur or suffer resulting from, caused by or arising out of or in connection with the services performed or delivered under this Agreement by reason of acts, inactions, omissions, errors, negligence, reckless or intentional misconduct of the CONTRACTOR, their agents or employees or breach of contractual duties to the COMMISSION by the CONTRACTOR, their agents or employees. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.
12. **CERTIFICATE OF INSURANCE:** The CONTRACTOR must provide the COMMISSION with a Certificate of Insurance General Liability, if applicable, and Worker's Compensation.
13. **FORM W-9:** The CONTRACTOR must provide the COMMISSION with a Request for Taxpayer Identification Number and Certification (W-9).
14. **CONFLICT OF INTEREST:** The CONTRACTOR shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c. 268A.
15. **COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the CONTRACTOR or the COMMISSION.
16. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
17. **ASSIGNMENT:** This Agreement may not be assigned by either party.
18. **INCORPORATION OF ATTACHMENT A, SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS FROM THE DEPARTMENT OF HOUSING AND DEVELOPMENT FY 2022 ARPA SPENDING BILL EARMARK CONTRACT:** The CONTRACTOR agrees to be bound to the COMMISSION by the terms and conditions described in the COMMISSION Agreement with the Department of Housing and Development and attached to and a part of this agreement.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
20. **LIMITED LIABILITY:** No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the COMMISSION shall be personally liable to the CONTRACTOR hereunder, for the COMMISSION's payment obligations or otherwise, the CONTRACTOR hereby agreeing to look solely to the assets of the COMMISSION for the satisfaction of any liability of the COMMISSION hereunder. In no event shall the COMMISSION ever be liable to the CONTRACTOR for indirect, incidental or consequential damages.

21. ENTIRE AGREEMENT: This Agreement represents the entire understanding of the parties with respect to the subject matter addressed herein and superseded and cancels all previous agreements between the parties.

IN WITNESS thereof, the **COMMISSION** and the **CONTRACTOR** have executed this agreement as of the date written above.

COMMISSION:

By: _____
Thomas Matuszko
Executive Director

Date: _____

CONTRACTOR:

By: _____
Signatory Name
Signatory Title

Date: _____

ATTACHMENT A, SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

FY 2022 ARPA Spending Bill Earmark Contract (Department of Housing and Community Development)

EARMARK PROGRAM NAME: Berkshire Regional Planning Commission

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Statement of Work and Budget, as approved by the Department, (respectively, "Statement of Work" and "Budget") are incorporated herein and attached hereto as Exhibits.
- B. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- C. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- D. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

On December 13, 2021, the Governor signed legislation appropriating up to \$2.55 billion of the remaining uncommitted Coronavirus State Fiscal Recovery Fund dollars in the Commonwealth's Federal COVID-19 Response Fund, as well as \$1.45 billion in state Fiscal Year 2021 surplus dollars from the Transitional Escrow Fund. This legislation, titled An Act Relative to Immediate COVID-19 Recovery Needs, includes funds earmarked to specific programs, projects, and organizations. St. 2021, c. 102, § 2 ("MA ARPA Bill Earmarks"). The Department is the administering state agency for the earmark that is the subject of this contract.

The Contractor shall receive FY 2022 earmark funding (funded from state fiscal year 2021 surplus dollars) for a one-time grant that the Contractor will use to provide services in accordance with the terms of the MA ARPA Bill Earmarks, the attached Statement of Work and Budget, the terms of this Contract, any subsequent Contract amendments.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended. The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

The Contractor may subcontract with any other entity for the purpose of providing these services, as provided in this Contract and in Provision 9 of the Commonwealth Terms and Conditions.

III. ADDITIONAL TERMS AND CONDITIONS

A. **Reporting Responsibilities of the Contractor**

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any change in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
5. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
6. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. **Payment Mechanism, Fiscal Obligations, and Prior Approvals**

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

- a. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, the provisions of the Commonwealth Terms and Conditions, and the applicable provisions of the OMB Circulars. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
- b. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the

availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

- c. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request to the Department in such form as the Department may specify. By submitting such a written request for payment by cost reimbursement, the Contractor represents that in accordance with the Contract, including the Contractor's Statement of Work and Budget, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

In addition to the Contractor's written request, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The requests for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton

Brett.morton2@mass.gov

- d. d. The Contractor may transfer funds among the line items in the Personnel or Non-Personnel categories in the Budget, so long as the total of all item transfers does not change either the Personnel or Non-Personnel total by more than 10%. No amendment to the Contract shall be required for such change, and no advance permission from the Department will be required for such change. The Contractor shall notify the Department of such change, in writing, within 30 days after such change.
- e. No more than fifteen percent (15%) of the total funds earmarked for the Contractor may be used on administrative costs.
- f. Prior Department approval is required for changes to the Budget other than those described in Section III.B.d. above. Budget Amendment requests for these changes shall be made in writing, submitted by the Contractor's Executive Director or other authorized person to the Department. The Department shall approve or disapprove of the requested change within 20 days of receipt thereof, and shall send all approvals or disapprovals in writing to the Contractor's Executive Director. No amendment which affects the total grant amount shall be effective unless filed at the Massachusetts Office of the Comptroller.
- g. Changes in the Contractor's Statement of Work that are not substantial may be authorized by the Department, in writing, without the requirement of an amendment to this Contract.
- h. By no later than July 31st of the year in which the contract shall terminate, the Contractor shall submit the final written request for payment by cost reimbursement, reflecting any Contract expenses and services that were incurred through June 30th of the same year, and setting out and reconciling the expenditures for the entire Contract period. With the submission of the final written request for payment by cost reimbursement, the Contractor shall return to the Department any unexpended funds. At its discretion, the Department may approve an extension of the deadline for the final request for payment upon written request from the Contractor. The Department may grant such requests in writing.

C. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's records if, in its sole discretion, the Department determines that it is necessary for any reason.

D. Monitoring

The Department may monitor the Contractor's compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

E. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

F. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may utilize increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.

5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

G. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

H. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract supported personnel and applicants or recipients of Contract supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and applicable state and federal privacy and confidentiality regulations and laws including without limitation, M.G.L. c. 66A, "Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.
3. Pursuant to the requirements of the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss. In addition, the Contractor shall promptly notify the Department in the event of unauthorized access, disbursement, use or disposal of the Contract funded records and information. In the event of such a security breach, the Contractor will cooperate with the Department and its authorized representatives and will provide access to any information necessary to respond to the security breach.

4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

I. Fraud, Waste, and Abuse

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.