

**TOWN OF SUDBURY
Select Board
278 Old Sudbury Road
Sudbury MA 01776**

REQUEST FOR PROPOSALS

SEARCH FIRM TO ASSIST WITH TOWN MANAGER RECRUITMENT

OVERVIEW

The Town of Sudbury is seeking to recruit a Town Manager, the fifth in the Town's history. The Town adopted the position of Town Manager when the Board of Selectmen-Town Manager Special Act was enacted in 1994. The Town Manager reports to a 5-person Select Board and is assisted in their work by an Assistant Town Manager and a dedicated team of Senior Managers, department heads and employees. The Town is also fortunate to be served by both elected and appointed volunteer Boards, Commissions and Committees who take an active role in the governance of the Town. Sudbury, a community of more than 18,000 residents, has an open Town Meeting form of government.

Following is the Scope of Services for the Town of Sudbury for consultant or executive recruitment services for the recruitment of a Town Manager. It is important that the process includes public participation and input from a wide variety of stakeholders. The appointee to the Town Manager position will serve in accordance with the Special Act. The link to the Special Act is posted on the Town's website at https://cdn.sudbury.ma.us/wp-content/uploads/sites/342/2014/08/TownManagerAct_1993.pdf?version=1c8dad11ab91f8f992510496a57368ee.

SCHEDULE AND TIME LINE

The Request for Proposals (RFP) will be available in the Sudbury Select Board's Office, Flynn Building, 278 Old Sudbury Road, Sudbury MA 01776, after 9:00 AM on Friday, June 24, 2022. The RFP will also be available on the Town webpage at https://sudbury.ma.us/townmanagersearch2022/rfp_request/. Updates or amendments to the RFP will be posted to the website, and proposers should check the website prior to submitting proposals. RFP is available via email by contacting Patty Golden in the Select Board's office at: goldenp@sudbury.ma.us.

Inquiries involving procedural or technical matters related to the Request for Proposals shall be submitted in writing and received no later than three (3) business days prior to the time the proposals are due as stated in the advertisement, and must be directed:

Via US Mail:
Patty Golden
Senior Administrative Assistant to the Town Manager
Select Board's Office
278 Old Sudbury Road
Sudbury, MA 01776

or Via Fax:
978-443-0756

or Via Email:
goldenp@sudbury.ma.us

Proposals will be received until 12:00 p.m. noon (ET) on Thursday, July 21, 2022.
E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED. It is the proposer's sole responsibility to submit the proposal before the deadline, and the Town is not responsible for delays in deliveries, deliveries attempted when Town offices are closed, mistakes in deliveries, or any other reason for a proposal that is not submitted prior to the deadline.

Interviews of qualified proposers, if any, will be held during the months of August or September. The award of this contract, if any, will be no later than sixty (60) days after the deadline for the submission of proposals. In accordance with the provisions of M.G.L. c. 30B, § 5 and 9, the Town of Sudbury reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, if it is in the public's best interest to do so.

SCOPE OF WORK

The Town of Sudbury seeks proposals from executive search consultants experienced in recruiting municipal executives in Massachusetts to assist the Town in recruiting highly qualified candidates for Sudbury's next Town Manager.

The Consultant shall work with the Select Board, Senior Staff of the Town, and an appointed Screening Committee to actively source, recruit, evaluate suitability of, interview and refer qualified candidates to the Town of Sudbury for the position of Town Manager.

The scope of work will include, but not be limited to, a process which includes the following:

- Consultant shall assist the Select Board, Senior Staff, and designated Screening Committee in soliciting community input and feedback regarding the traits and management style desired in a new Town Manager. This item shall include assistance in developing the process for soliciting opinions, creating vehicles for eliciting stakeholder feedback and compiling results and publishing conclusions. Consultant will present a written report to the Select Board with findings and recommendations from stakeholder interviews and other information gathering efforts.
- Consultant shall assist the Select Board in establishing selection criteria for evaluating Town Manager candidates.
- Consultant shall work with the Select Board and Interim Town Manager to develop descriptive documents for prospective candidates. The descriptive documents shall include background statements and expectations regarding the Town Manager position for prospective candidates as well as marketing information regarding the Town for distribution to prospective candidates.

- Consultant shall conduct networking and other search activities to generate a diverse pool of highly qualified prospective candidates who meet the Select Board's selection criteria. These activities shall include, at a minimum, publishing the vacancy using regional and national means. Consultant shall focus on identifying potential candidates, screening them for suitability with the Town of Sudbury, motivating them to interview for the position of Town Manager.
- Consultant shall work with the Select Board, and Screening Committee to review resumes of qualified applicants, schedule interviews with the Screening Committee and, then, with finalists, with the Select Board. Consultant shall provide training and guidance to the Screening Committee and Select Board in areas of human resources best practices and legal requirements and instructions applicable through the process.
- Consultant shall check references on finalists, extend the offer of employment, review benefits, and generally assist in the hiring process in ways and at the times requested by the Select Board or the Town's Human Resources department.
- Consultant shall provide sufficient notification to all candidates who applied but were not selected for initial interviews and, also for those interviewed but not offered the position.
- Consultant shall act at all times in an attentive, ethical, and responsible manner so as to represent the Town of Sudbury with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.

The Select Board reserves the right to not hire any of the candidates provided by the consultant.

The Select Board reserves the right to hire a candidate not recommended or provided by the consultant.

PROPOSAL SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the Town's determination that a proposal is non-responsive unless the Town deems such a failure to be a minor informality.

There are two components to the Proposal:

- A) Technical Proposal, including information about the proposer, references, and the services to be provided; and
- B) Price Proposal, including a fixed price fee for services to be rendered under the terms of the contract.

A) TECHNICAL PROPOSAL

The following documentation must be contained in the Technical Proposal to prove responsiveness to each required element. Technical Proposals received without the required documentation for each required element may be deemed unresponsive. Technical Proposals must be arranged in the order specified below, with responses and documentation separated by

tabs or index dividers. Each page of the Technical Proposal must contain a footer with the page number.

Required Elements of the Technical Proposal:

- Table of Contents, showing where required information can be found by section and page.
- Letter of Interest, including the firm's history and the name of the principal or “lead consultant” who will be assigned to work directly with the Town on this search. Proposers are directed to note that the contract will require that the same principal or “lead consultant” be assigned to this contract for the duration of the search process, through and including the hiring of a Town Manager for the Town of Sudbury.
- An Organizational Chart, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Town on this search. If the Proposer is not a firm or corporation, the Proposer should so state in this section.
- Current Resume(s), including summaries of credentials and number of years of experience providing executive municipal search services for the lead consultant assigned to Sudbury and any additional consultants who will be assigned to work with the Town on this search.
- Description of the Proposer's Approach and Plan for performing services outlined in the Scope of Work (see above), including:
 - Description of how the Proposer will specifically identify and target the needs of the Town in the search for a new Town Manager;
 - Description of the consultant's approach to ensuring community involvement and input;
 - Description of proposed candidate recruitment strategies;
 - Description of the consultant's proposed implementation plan;
 - Proposed timeline with specific milestones;
 - List of Recent Contracts, including name, address and telephone number, of all communities for which the firm has provided similar Town Manager or Town Administrator search services during the past five (5) years and specific persons to contact;
 - References, for a minimum of three (3) comparable executive search projects completed in the past five (5) years;
 - Promotional Material, including advertisements, brochures and other recruitment materials used in Town Manager/Town Administrator searches or promotional literature about the firm;
 - Signed Certificate of Non-Collusion (Included as Attachment A to this RFP);
 - Signed Certificate of Payment of Taxes (Included as Attachment B to this RFP)

B) PRICE PROPOSAL

- The Price Proposal form, included as Attachment C, must be completed and included as the proposer's Price. Proposer's price shall include the cost of any advertisements, solicitations, or other collateral materials associated with the recruitment effort and any other out of pocket costs associated with the project.
- The Price Proposal (one original copy) must be submitted without conditions or exceptions and must be submitted **under separate cover and in a sealed envelope**.

- Price Proposals shall remain in effect for a period of 60 (sixty) calendar days from the date of proposal submittal or until it is formally withdrawn, a contract is executed, or this Request for Proposal is canceled, whichever occurs first.
- Price Proposals submitted without the required form or including other conditions of pricing may be deemed unresponsive.

PROPOSAL SUBMITTAL

Technical and Price Proposals must be submitted in separate sealed envelopes and plainly marked as follows: “TECHNICAL PROPOSAL-Sudbury Town Manager Search”, and “PRICE PROPOSAL-Sudbury Town Manager Search” along with the name of the consultant, consulting firm or executive recruiter clearly marked on both envelopes.

IF PRICES ARE INCLUDED WITHIN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- Technical Proposals should be sealed in a separate envelope and must include one (1) original, nine (9) hard copies, and one (1) electronic version on a flash drive.
- Price Proposals should be submitted in a sealed envelope and shall include one (1) signed original.

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| <ul style="list-style-type: none"> • Both sealed proposals must be submitted together in one envelope or mailer and received in the Select Board’s office no later than 12:00 p.m. noon (ET), Thursday, July 21, 2022 to: |
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Patty Golden
Senior Administrative Assistant to the Town Manager
Select Board’s Office
278 Old Sudbury Road
Sudbury, MA 01776

E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED. ANY PROPOSALS DELIVERED AFTER THE SUBMITTAL DEADLINE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

It is the proposer’s sole responsibility to submit the proposal before the deadline, and the Town is not responsible for delays in deliveries, deliveries attempted when Town offices are closed, mistakes in deliveries, or any other reason for a proposal that is not submitted prior to the deadline. The names and addresses of all parties submitting proposals will be recorded and the proposals will then be provided to the Select Board and/or their designees selected to evaluate the proposals.

EXAMINATION OF DOCUMENTS

Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all submittal and RFP requirements before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance

will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

EVALUATION OF PROPOSALS

Technical Proposals will be opened and evaluated by the Select Board and/or its designees who will individually rate the proposals. Evaluation of Technical Proposals will be based on weighted, comparative criteria described in this section. The following scale will be used to evaluate each criterion, as well as to determine a composite rating for each proposal:

Highly Advantageous (3 points)

Advantageous (2 points)

Not Advantageous (1 point)

Unacceptable (0 points)

Proposer's Networking Strategies

Highly Advantageous: The Proposal provides more than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Advantageous: The Proposal provides three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Not Advantageous: The Proposal provides fewer than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Unacceptable: The Proposal does not include specific examples of networks the Proposer will use in the search and recruitment process.

Proposer's Experience/Key Personnel

Highly Advantageous: The Proposer has five (5) or more years' experience in conducting successful executive searches with municipalities and other government or non-profit organizations, and during that period has concluded at least three (3) successful searches for a Town Manager/Town Administrator in Massachusetts, one of which must have been for a municipality of similar size and demographics to Sudbury. The Proposer's lead consultant has more than five (5) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Advantageous: The Proposer has at least three (3) years' experience in conducting successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded at least two (2) successful executive searches for a Town Manager/Town Administrator in Massachusetts. The Proposer's

lead consultant has at least three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Not Advantageous: The Proposer has fewer than three (3) years' experience in successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded only one successful executive search for a Town Manager/Town Administrator in Massachusetts. The Proposer's lead consultant has fewer than three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Unacceptable: The Proposer has fewer than three (3) years' experience in executive search and hiring processes and has not concluded any successful executive searches for a Town Manager/Town Administrator. The Proposer's lead consultant has no experience conducting a Town Manager/Town Administrator search in Massachusetts.

Proposer's Approach to Ensuring Community Involvement

Highly Advantageous: The Proposal provides more than three (3) project examples where the proposed Lead Consultant for Sudbury Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

Advantageous: The Proposal provides three (3) project examples where the proposer Lead Consultant for Sudbury Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

Not Advantageous: The Proposal provides fewer than three (3) project examples where the proposer Lead Consultant for Sudbury Town Manager search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager.

Unacceptable: The Proposal provides fewer than three (3) project examples where the proposed Lead Consultant has organized, trained and facilitated working groups as part of an executive search process, none of which has led to the hiring of a Town Manager.

Proposer's Implementation Plan and Schedule

Highly Advantageous: The Proposal includes a detailed description and examples of previously successful recruitment strategies and includes a clearly delineated timeline with specific milestones for Sudbury's Town Manager search.

Advantageous: The Proposal includes an outline of some candidate recruitment strategies and an implementation plan that includes some milestones for Sudbury's Town Manager search.

Not Advantageous: The Proposal lacks specific candidate recruitment strategies or specific milestones for Sudbury's Town Manager search.

Unacceptable: The Proposal does not include any information about a proposed implementation plan and schedule.

Proposer's References

Highly Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed within the time frame required.

Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed but not within the time frame(s) required.

Not Advantageous: Fewer than five (5) references were satisfied with the end results.

Unacceptable: The preponderance of references were dissatisfied with the end results.

Proposer's Recruitment Materials

Highly Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Town Manager searches with the proposal, at least one (1) of which involves a Town Manager search in Massachusetts.

Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches with the proposal, at least one (1) of which involves a Town Manager/Town Administrator search in Massachusetts.

Not Advantageous: The Proposer includes three (3) or fewer samples of advertisements, brochures, and other forms of candidate outreach with the proposal, none of which involve a Town Manager/Town Administrator search.

Unacceptable: The Proposer does not include samples of advertisements, brochures or other forms of candidate outreach.

All Technical Proposals will be given a cumulative ranking based on individual rankings of the following weighted elements, using a scoring sheet included as Attachment D: Proposer's Networking Strategies, Proposer's Experience/Key Personnel, Proposer's Approach to Ensuring Community Involvement, Proposer's Implementation Plan and Schedule, Proposer's Recruitment Materials, and Proposer's References.

The Select Board may choose to conduct interviews of proposers, on such basis as it determines. If interviews are conducted they will be ranked as follows:

Highly Advantageous: The Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

Advantageous: The Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.

Not Advantageous: The Lead Consultant for this project was present but did not present a clear plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or who would not be assigned for the duration of this project, or did not successfully respond to questions.

Unacceptable: The Lead Consultant for this project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.

If interviews are conducted, a composite rating will be assigned to the applicable Proposals. After review of the composite ranking of the Technical Proposal and interviews (if conducted), the Price Proposals will be opened and evaluated by the Interim Town Manager for the Town of Sudbury.

CONTRACT AWARD

The contract will be awarded to that Proposer deemed by the Select Board and/or its designees to have submitted the most advantageous proposal taking into consideration all of the Technical Proposal criteria and Proposers' interviews (if conducted) in addition to the Price Proposals. The selected Proposer shall sign the contract presented by the Town, which shall be substantially in the form of Attachment E to this RFP. In accordance with the provisions of G.L. c. 30B, sections 5 and 9, the Town of Sudbury reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public's best interest to do so.

TERM OF THE CONTRACT

It is anticipated that work under this contract shall begin approximately August 23, 2022 and shall be completed on or before January 3, 2023 when it is anticipated the new Town Manager will begin employment with the Town of Sudbury. If the selected candidate begins work in Sudbury, and for any reason leaves the position within the first 12 months of employment, the consultant will conduct another search under the terms of this contract for an amount equal to out-of-pocket expenses only.

ATTACHMENT A
(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, or other organization, entity, or group or individuals.

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT B
(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to MGL c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Signature of Individual

*** Contractor's Social Security Number (Voluntary) or Corporate Contractor (Mandatory) or Federal Identification Number

By: Date: _____

Corporate Officer (Mandatory, if applicable)

** The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL c. 62C, § 49A.

ATTACHMENT C

Price Proposal (To be submitted in a **separate sealed envelope** from the Technical Proposal)

The price proposal (one original copy) must be submitted without “conditions or exceptions” and must be submitted under separate cover and in a sealed envelope.

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Consultant’s Firm. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Consultant in connection with the performance of the services without the approval of the Interim Town Manager. Any exceptions may result in the rejection of the proposal.

Price Proposal for The Town of Sudbury Town Manager search:

\$ _____ Total Fixed Fee Contract Price

Total Fixed Fee Contract Price in words: _____

Signature: _____

Title: _____

Company: _____ Tel: _____ Fax: _____

Address: _____

Email _____

Date: _____

ATTACHMENT D
Technical Proposal Rating Sheet

Each element of the Technical Proposal must be rated using the following scale:
Highly Advantageous: 3 Advantageous: 2 Not Advantageous: 1 Unacceptable: 0

Name of Proposer _____

ATTACHMENT E
Form of Contract

**AGREEMENT BETWEEN
TOWN OF SUDBURY AND**

THIS AGREEMENT to provide professional services for Town Manager recruitment (hereinafter referred to as the "Project"), is made as of the ____ day of _____, 2022, by and between _____, with a usual place of business at _____ (hereinafter referred to as the "CONTRACTOR"), and the Town of Sudbury, a municipal corporation with a usual place of business at 278 Old Sudbury Road, Sudbury, MA 01776 (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR;
- 2) CONTRACTOR'S proposal dated _____ ("Proposal");
- 3) Town's request for proposals ("RFP");
- 4) Copies of all required bonds, certificates of insurance and licenses required under the Agreement;

EACH OF WHICH IS INCORPORATED HEREIN. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with professional services as more fully described in the RFP and the Proposal, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within five business days after the TOWN issues a written or verbal Notice to Proceed to the

CONTRACTOR, and shall be entirely completed within ____ days after issuance of the Notice to Proceed.

- (b) In addition to all other terms and requirements of this Agreement, CONTRACTOR covenants and agrees that if the selected candidate, after executing an employment agreement with the TOWN, should for any reason be terminated or leave the employ of the TOWN the CONTRACTOR will conduct another recruitment exercise, as provided for herein, for an amount equal to out-of-pocket expenses only.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$_____, to be paid as follows:

\$_____ to be invoiced on placement of position advertisement;
\$_____ to be invoiced on completion of review and initial ranking of candidates;
\$_____ to be invoiced on completion of the candidate interview process; and
\$_____ to be invoiced on completion of employment contract between TOWN and selected candidate.

(b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or any other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows: The CONTRACTOR will submit periodic invoices to the TOWN, as stated above, for review and approval. Payment will be made within thirty days after receipt by the TOWN, subject to (b) below.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, and other authorized expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN may give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN may notify the

CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another person or entity for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN in its reasonable discretion.

ARTICLE 7: TERMINATION

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims of and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sudbury: (Name _____)
(Title _____)
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Contractor: (Name _____)
(Title _____)
(Address _____)

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability insurance protecting the TOWN in connection with any operations performed under this Agreement, and shall name the TOWN as an additional insured on the policies.
Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$500,000 each person and \$1,000,000 each occurrence for bodily injury liability.
General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws Chapter 152, as amended, to all persons employed by CONTRACTOR and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association, including personal injury or defamation or allegation thereof, arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with the terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: SUBCONTRACTING OF WORK

(Name _____) shall serve as lead consultant in charge for CONTRACTOR, coordinating activities, interfacing directly with TOWN, and participating throughout the engagement as required. The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: OWNERSHIP OF DOCUMENTS

Upon payment therefor to the CONTRACTOR, the TOWN shall be the owner of all data, documents, records, and computations created by the CONTRACTOR that relate to this Agreement.

ARTICLE 12: STANDARD OF CARE

The Contractor's services shall be performed by qualified personnel. The CONTRACTOR'S Project team shall consist of those persons identified in the Proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this Agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the Project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence.

ARTICLE 13: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles, and all other applicable bylaws and administrative rules, regulations and orders.

ARTICLE 14: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 15: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS LAW

By executing this Agreement, CONTRACTOR agrees and certifies that, to the extent required by law, it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. CONTRACTOR shall comply with all applicable laws, bylaws, rules and regulations, and codes of the Commonwealth of Massachusetts and Town of Sudbury in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR:

By:

Print name:

Title: _____

TOWN OF SUDBURY:

By: Select Board
