



# Town of Reading Meeting Posting with Agenda

## Board - Committee - Commission - Council:

Select Board

Date: 2023-10-05

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of Chair Jackie McCarthy

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

**All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.**

### Topics of Discussion:

	<p><b><i>This Meeting will be held in-person in the Select Board Meeting Room at Town Hall and remotely on Zoom. It will also be streamed live on RCTV as usual.</i></b></p> <p>Join Zoom Meeting  <a href="https://us06web.zoom.us/j/89650014084">https://us06web.zoom.us/j/89650014084</a></p> <p>Meeting ID: 896 5001 4084</p> <p>One tap mobile          +16465189805,,89650014084# US (New York)          +16465588656,,89650014084# US (New York)</p> <p>Dial by your location          • +1 646 518 9805 US (New York)</p>	PAGE #
<b>7:00</b>	Discussion and Potential Vote Regarding Request for Quote Process for Town Manager Recruitment/Search Consultant	

# TOWN OF READING

## MASSACHUSETTS



### REQUEST FOR QUOTES

from  
EXECUTIVE RECRUITING CONSULTANTS

October 10, 2023

## **INTRODUCTION & PROJECT DESCRIPTION**

The Town of Reading Select Board is seeking quotes from qualified executive search consultants to work with the Select Board and the Town in the recruitment and selection of an exceptional candidate for the position of Town Manager for the Town of Reading.

Quotes must be submitted to the Procurement Office by 10:00 A. M., October 24, 2023 via email to [jwellman@ci.reading.ma.us](mailto:jwellman@ci.reading.ma.us). Quotes delivered after the appointed time and date will not be considered.

Please contact Jayne Wellman, Director of Operations at [jwellman@ci.reading.ma.us](mailto:jwellman@ci.reading.ma.us) with any questions.

All Quotes are subject to the provisions of M.G.L. c.30B.

## **SCHEDULE AND TIMELINE**

The Select Board seeks to award the executive search consultant contract by October 25, 2023 and prefers to execute a contract with a new Town Manager by February 1, 2024.

The following information is specifically required:

1. Name and address of applicant, telephone/fax numbers and e-mail address.
2. Brief résumé of principals and of the staff to be assigned to the Project.
3. 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.
4. Three references for projects of a similar or larger scope, size and complexity, with contact name, title and telephone number of the person who can speak to the quality of service.
5. For every project of a similar or larger scope, size and complexity performed within the last 2 years, the name, title and telephone number of a person who can speak to the quality of service performed.
6. Include 3 samples of advertisements, brochures, and other forms of candidate outreach.

## **SCOPE OF WORK**

The Consultant shall:

1. Meet with the Select Board approximately five times and the Screening Committee approximately five times, with additional meetings as may be necessary, during the course of the contract;
2. Prepare, in consultation with and approval by the Select Board, a plan for the search, recruitment, and selection of a qualified candidate for the position of Town Manager;
3. Meet with community stakeholders and facilitate a community listening session as outlined in the timeline (providing a virtual option), soliciting community input in advance of finalizing an ideal candidate profile to inform that profile and to inform the Select Board and Screening Committee on the qualities, strengths, and characteristics of candidates they envision for the Town Manager;
4. Review the Town Charter, the Town's General Bylaws, and the Select Board's policies governing the selection, appointment, and duties of the Town Manager;
5. Assist in establishing a profile of the desired candidate, reflecting the qualities and attributes the Select Board believes the Town Manager should possess;
6. Create a profile for the Town of Reading that encompasses the uniqueness of the community, demographics, financial stability, commitment to sustainability, diversity, equity, and inclusion, strong sense of volunteerism, and form of government;
7. Develop a plan to advertise the position using regional and national means and prepare advertisements for publication, including but not limited to utilizing the consultant's network of local government professionals to recruit qualified individuals that match the established candidate profile of this position, designed to attract a diverse and qualified applicant pool;
8. Directly receive all applications and resumes;
9. Assist the Screening Committee in reviewing applications, including providing guidance in areas of human resources best practices and legal requirements;
10. Assist the Screening Committee in vetting and interviewing candidates, including development of questions, essays, and scenarios, as determined by the Screening Committee, and selecting a few candidates to move forward for interviews before the full Select Board;
11. Assist the Select Board, collectively and individually, in preparing for and conducting interviews of candidates;
12. Conduct a full reference and background check of the finalists prior to any interview by the full Select Board;

13. Potentially schedule and coordinate site visits to an applicants' current community;
14. Assist the Select Board and Town Counsel in negotiating and drafting of employment agreement and terms and conditions with the finalist, up to and including acceptance of an Employment Agreement by the selected candidate;
15. Provide sufficient notification to all candidates who applied but were not selected for initial interviews and for those interviewed but not offered the position;
16. Make every effort to successfully complete the requirements of this Contract by January 15, 2023;
17. At all times act in an attentive, ethical, and responsible manner so as to represent the Town of Reading with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.
18. The quote proposed includes all costs inclusive of travel and any reimbursables.
19. For any work requested outside the scope provided herein, the Select Board will request an additional price proposal. No work shall commence outside the scope for an additional fee without the written approval of the Select Board.

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.

#### **PROPOSED TIMELINE:**

- October 26, 2023: Consultant meets with Select Board and discuss process and timeline.
- By November 7, 2023: Consultant meets individually with Select Board Members, Screening Committee, Town Manager, Department Heads, and employees, and facilitates a community listening session.
- November 21, 2023: Consultant meets with Select Board to review profile of ideal candidate.
- November 2023: Consultant advertises position and begins recruitment.
- November and December 2023: Consultant meets with Steering Committee to review potential applicants and conduct interviews.
- January 2023: Consultant meets with Select Board to review applicants and conduct interviews.

- January 2023: Consultant assists Select Board and Town Counsel in negotiating Employment Agreement with finalist.

The Town desires that the Consultant make every effort to execute a contract with a new Town Manager by February 1, 2024. Start date to be negotiated between the Select Board with input from Town Staff.

## **MINIMUM REQUIREMENTS/QUALIFICATIONS**

Consultants shall have been in the business of providing recruitment services for a minimum of (3) three years. The Lead Consultant shall have successfully completed a similar process for the selection of at least (3) three similar positions such as Town Manager or Town Administrator within the last 5 years.

### **INSURANCE REQUIREMENTS:**

The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

#### **General Liability:**

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

**Workers' Compensation Insurance:** Per M.G.L. c. 152 as amended.

**Property Coverage:** for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

**Umbrella Liability:** of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

## QUOTE PROPOSAL FORM

The undersigned firm proposes the following contract price for providing executive search services for the Town of Reading as outlined in the scope of work:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

Written words

COMPANY: \_\_\_\_\_

The undersigned has completed and submits herewith the following documents:

- o Quote Proposal Form
- o Sample of brochures, etc.
- o References
- o Non Collusion, Tax Compliance Certification and Debarment Statement Form

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the proposer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all



partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this Quote 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, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\*Your social security number may 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.

**DEBARMENT STATEMENT**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or the Commonwealth of MA.

\_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
\*Social Security Number or Federal Identification Number

**DO NOT RETURN**  
**SAMPLE CONTRACT FOR SERVICES**

**TOWN:** The Town of Reading

**VENDOR:**

**PROJECT:**

**DATE:**

**FEE:**

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the Price Proposal attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

**COMMENCEMENT OF WORK (check applicable box):**

- This Agreement constitutes a notice to proceed with services.  
 Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

**INSURANCE: MINIMUM INSURANCE LIMITS**

**The Town is to be named as an additional insured** and is to be given notice prior to any changes or lapses of insurance coverage.

**General Liability:**

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

**Automobile Liability:**

At least \$1,000,000 Bodily Injury and Property Damage per accident.

**Workers' Compensation Insurance:** Per M.G.L. c. 152 as amended.

**Property Coverage:** for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

**Umbrella Liability:** of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.



List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN:**

**VENDOR:**

\_\_\_\_\_

\_\_\_\_\_

By: > Fidel Maltez

By:

Title: Town Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

### TERMS AND CONDITIONS

#### 1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services 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 Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

#### 2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

#### 3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

#### 4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services

by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. 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 other charges arising from early termination.

## 5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final

acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

**6. VENDOR'S ACCOUNTING RECORDS**

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

**7. REPORTS, DRAWINGS, ETC.**

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

**8. INSURANCE**

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment,

materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.

c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.

d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.

e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

## **9. INDEMNIFICATION**

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out



of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. 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.

**10. COMPLIANCE WITH LAW**

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

**11. TERMINATION OF AGREEMENT**

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town 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 Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

**12. MISCELLANEOUS PROVISIONS**

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.

d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town'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 Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town 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.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

**13. EQUAL EMPLOYMENT OPPORTUNITY**

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

**14. CERTIFICATIONS BY VENDOR**

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

**15. TAXES**

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.
- b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

**16. CONFLICT OF INTEREST**

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.