

Town of Truro

24 Town Hall Road
Truro, MA 02666



Request for Proposal

Key Dates & Information

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Project Name:	Town of Truro Police and Fire Staffing Study
Last Date for Questions:	Wednesday, January 28, 2026 @ 4PM
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ADVERTISEMENT
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Advertisement

The Town of Truro invites sealed proposals from qualified vendors for **the Town of Truro Police and Fire Staffing Study**.

The bid documents may be obtained electronically by emailing: rroughley@truro-ma.gov where they are publicly available as of **January 15, 2026 @ 8AM**.

Proposals are due at the Truro Town Hall – 24 Town Hall Road, Truro, MA 02666 on or before **February 5, 2026 @ 1PM**.

The Town reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the Town of Truro.

All proposals for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The Town of Truro fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all Town activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with Town policy.

Instructions to Bidders

Evaluation of Staffing Resources and Operational Workload in Police and Fire Services

Introduction:

The Town of Truro invites qualified consultants or consulting firms to submit proposals for a comprehensive evaluation of current staffing resources and operational workload within the Town of Truro's Police and Fire Services. The selected consultant/firm will be expected to analyze staff allocation, assess efficiency of current operations, and recommend strategies for optimizing resources to effectively meet the evolving needs of the community.

Background:

The Truro Police and Fire Departments serve a population of approximately 2,500 year-round residents, which increases considerably during shoulder seasons and exceeds to over 20,000 during the peak summer season. The town covers an area of about 26 square miles and includes significant portions of the Cape Cod National Seashore, presenting unique jurisdictional and access challenges for emergency services. Truro's population skews older, with a substantial proportion of residents aged 65 and above, impacting medical response needs and service planning. There is an impact of the housing market on staffing levels, including challenges related to employee recruitment and retention due to housing availability and affordability, as well as anticipated population growth as the Cloverleaf development becomes active at the end of 2026 offering 43 additional housing units.

The departments handle many types of service calls, engage in proactive community policing, and operate specialized teams. The town prioritizes aligning public safety resources to match community requirements, ongoing growth, legal requirements, and modern standards in law enforcement, fire protection, and emergency medical services.

CURRENT POLICE DEPARTMENT STAFFING STRUCTURE

The Truro Police Department's staffing is organized into sworn and civilian components as follows:

A. Sworn Personnel

- Police Chief (1)
- Deputy Police Chief (1)
- Lieutenant of Professional Standards (1)
- Patrol Sergeants (4) (one serves as department armorer and range officer for mandatory firearms training and qualifications)
- Master Patrol Officers (2) (One Master Patrol Officer serves as the department's detective and court officer)
- Patrol Officers (5) (One Patrol Officer serves as the Animal Control Officer and liaison to the Health and Conservation Department; one serves at Community Outreach Coordinator)

B. Civilian Personnel

- Administrative Assistant (1)
- Dispatch Telecommunicator Supervisor (1)

- Dispatch Telecommunicators (4)
- Part-time Dispatch Telecommunicators (2)

C. Staffing and Shift Structure

Police department shifts are typically staffed with two sworn members—a supervisor and an officer—alongside a dispatcher. Administrative staff, including police administration and the Administrative Assistant, generally work Monday through Friday, with schedule flexibility to meet various operational needs, training requirements, special events, and incident response as needed.

CURRENT FIRE DEPARTMENT STAFFING STRUCTURE

The Truro Fire Department is an all-hazards agency operating from a single station, providing services 24 hours a day, 365 days a year. Advanced Life Support (ALS) ambulance transportation is available on-site, staffed by qualified fire department personnel.

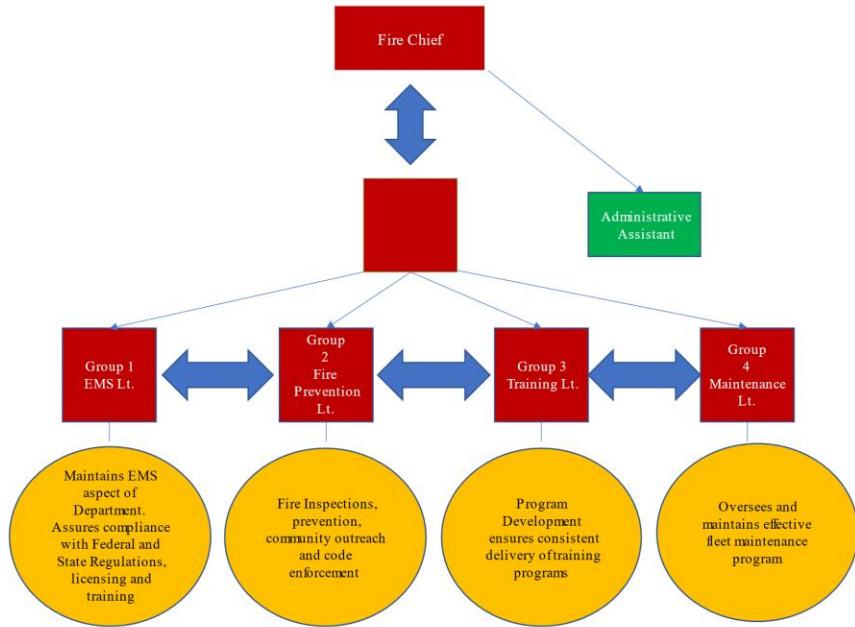
A. Fire/EMT Staffing/Schedules

The department consists of four groups working on a rotating schedule: 24 hours on, 48 hours off, followed by another 24 hours on and 96 hours off, within an eight-week cycle that averages a 42-hour work week. Each group comprises one Lieutenant and three firefighters.

B. Administrative Personnel/Schedules

Administrative operations include one Administrative Assistant, the Fire Chief, and three per-diem staff members. Currently, there are two vacant firefighter positions.

Administrative staff typically work a standard 40-hour week (Monday through Friday), though schedules may be adjusted based on departmental needs. Both the Administrative Assistant and the Fire Chief are certified Paramedics, and overtime is permitted for administrative roles when necessary.



1. Project Description/Scope of Work

Proposers are to submit responses based upon the specifications as outlined within Attachment A, "Project Description." All pricing should be inclusive of all costs associated with providing services as specified.

At the time of the opening of proposals each proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP package (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect of his/her proposal.

2. Term of Agreement

March 1, 2026 – May 30, 2026 unless otherwise specified by the Town of Truro

3. Sub Contractors

If any aspect of this project is to be subcontracted it must be noted in your response. Include the name of the subcontractors and qualifications.

4. Pre-Bid Meeting

A pre-bid meeting has not been scheduled for this RFP.

5. Proposal Response Instructions

Proposals to be delivered to the Truro Town Hall – 24 Town Hall Road, Truro, MA 02666.

Each proposer must submit ONE proposal package, marked with the proposer's name and address, and the Project Name as listed on the Cover Page of this Request for Proposals. Inside the proposal package must be two sealed envelopes. Each sealed envelope is to be marked with the proposer's name and address, and the Project Name. First envelope also to be marked: **Truro Police and Fire Staffing Study “Non-Price Proposal”**. Second envelope also to be marked: **Truro Police and Fire Staffing Study “Price Proposal”**. Each envelope is to contain one original and 4 copies of the submission. The town also requires a **non-price proposal** uploaded to USB.

The Non-Price Proposal and the Price Proposal must be in separate envelopes within the Proposal Package as described above. Failure to separate the price and non-price proposals will result in rejection of the proposal.

6. Required Proposal Response Date

Vendors who wish to be considered for this project should submit their proposals per the instructions above to the Town prior to the date and time specified below.

Proposals are due on or before February 5, 2026, at 2PM. No late proposals will be accepted.

7. Proposal Signature

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

8. Official Date & Time

A bid will not be considered delivered if it does not arrive at the location listed above by the deadline submission date and time.

9. Time for Proposal Acceptance

The contract will be awarded within 60 days after the bid opening.

10. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

Any proposals may be withdrawn or modified, in writing, prior to the date and time stated in the proposal for the opening of proposals.

Each modification package must be marked with the proposer's name and address, and Project Name. Inside the modification package must be two sealed envelopes. Each envelope is to be marked with the proposer's name and address, and the Project Name. First envelope also to be marked: “Non-Price Proposal”. Second envelope also to be marked: “Price Proposal”. Each envelope is to contain one original and five copies of the submission. One of the copies must be completely free of binding materials. Each modification package must include a Price and Non-Price proposal even if only one of the proposals has changed. The highest numbered modification will be taken as the only submission by a proposer.

After the bid opening, a Proposer may not change any provision of the bid in a manner prejudicial to the interests of the Town for fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Proposer will be notified in writing; the Proposer may not withdraw the bid. A Proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Proposers may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

11. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

12. Questions and POC

Any clarification of requirements or requests for additional information by bidders must be made in writing via email to: rroughley@truro-ma.gov by **Wednesday, January 28, 2026 @ 4PM**.

Answers to all questions will be made in writing and an addendum will be issued to all planholders. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

13. Changes & Addenda

For any RFP document and any addenda that are received electronically, it is the responsibility of every Proposer who receives this RFP and all associated documents to check [Bid Postings • Truro, MA • CivicEngage](#) for any addenda. The Town of Truro accepts no liability to provide accommodation to Proposers who submit a response based upon information obtained from its website. Proposers may not alter (manually or electronically) the bid language or any bid documents. Proposers shall acknowledgment of any addenda issued to be included on the Proposal Form.

14. Key Personnel

Include within your response the key individuals that will be responsible for ensuring the success of this project and their qualifications.

15. References

Provide the following references (Attachment C):

- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

16. Price Escalation

Not Applicable (N/A)

17. Insurance

17.1 The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence
	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence
	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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17.2 If the CONSULTANT shall provide professional or design services to the TOWN, then CONSULTANT 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, with a deductible of no more than \$15,000 per claim.

17.3 The CONSULTANT shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

17.4 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. Certified copies of the CONSULTANT's insurance policies, including endorsements, required by this agreement shall be provided to the TOWN upon the TOWN's request within ten (10) days. Since this insurance is normally written on a year-to-year basis, the CONSULTANT 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 should be expressed in said notice.

18. Contractual Terms

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the Contract for Services (Attachment E) within this RFP. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent's offer being deemed as non responsive.

19. Reference to General Laws

The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over public activities shall apply to the bid documents, all amendments and contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

20. Cost of Preparation

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

21. Tax Exemption

Any material furnished to The Town of Truro is to be exempt from Massachusetts Sales Tax.

22. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

23. Selection and Notice

The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the Town.

Basis for Acceptance:

Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the Town is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment B).

Rule for Award:

Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

Contract Award:

The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement.

Screening Proposals:

Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive.

Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsible and shall be rejected.

The Town reserves the right to request additional information, should a proposal reach the state of final evaluation.

Minimum (Quality) Criteria:

1. A complete proposal including all items listed under Proposal Submission Requirements and all required documentation and certifications.
2. A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP.
3. Identified key staff must have and demonstrate a minimum of five years of experience with providing consulting services similar in size and scope to that requested in this RFP.
4. Non-Collusion and Tax Compliance Form (Attachment B)
5. Satisfactory references (Attachment C)
6. Per M.G.L. Chapter 30B, Section 6 (b) 3, the submissions shall be in two separate envelopes the ***Non-Price Technical Proposal*** and the ***Price Proposal***.

Non-Price Technical Proposal Requirements

1. Cover letter including name, address, and telephone number of consultant team, firm, or individual and principal contact person.
2. Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.
3. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.
4. Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.

5. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

Price Proposal

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. ***Please note: The Town of Truro has a not to exceed amount of \$50,000 for this contract.*** Please utilize attachment D and supplement with any additional pricing information as needed. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this RFP.

Comparative Criteria:

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- Highly Advantageous - submission excels on the specific criterion
- Advantageous - submission meets evaluation standard for the criterion
- Not Advantageous - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- Unacceptable - submission does not address the elements of this criterion

The Chief Procurement Officer then opens the pricing proposals when the technical evaluations are completed and shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals. This process is in accordance with the provisions of Mass General Law, Chapter 30B, Section 6.

Evaluation Criteria

- Understanding of Project Requirements: Assesses the proposer's comprehension of the project scope, objectives, and deliverables as outlined in the RFP, including responsiveness to all requested tasks.
- Approach and Methodology: Evaluates the clarity, feasibility, and effectiveness of the proposed approach and methodologies for accomplishing each identified task.
- Qualifications and Experience of Personnel: Considers the relevant experience, expertise, and roles of all proposed personnel, including the appropriateness of staff assignments and the qualifications detailed in the price proposal.

- Assesses the proposer's willingness to comply with the RFP's terms and conditions, including any exceptions noted in the cover letter.
- Completeness and Organization of Proposal: Evaluates whether the proposal is complete, well-organized, and addresses all requirements specified in the RFP.
- Timeliness and Adherence to Schedule: Evaluates the proposer's ability to meet the project timeline, including the feasibility of the proposed schedule, strategies for ensuring timely completion of deliverables, and demonstrated commitment to adhering to deadlines as specified in the RFP.

Each criterion will be rated as: Highly Advantageous (submission excels on the criterion), Advantageous (submission meets the standard), Not Advantageous (does not fully meet the criterion or leaves issues unaddressed), or Unacceptable (does not address the criterion).

END OF RFP

ATTACHMENT A

Project Description/Scope of Work

The consultant will perform the following tasks:

1. Project Initiation
 - Meet with key stakeholders to define goals and expectations
 - Develop a project timeline and communication plan
2. Data Collection and Analysis
 - Review three years of data and calls for service
 - Analyze time spent on various types of calls
 - Evaluate patrol and non-patrol workloads
 - Assess overtime use, leave, training time, and shift coverage
3. Organizational Review
 - Examine current staffing allocation by function and shift
 - Identify gaps in coverage or inefficiencies
 - Assess current staffing models against national and state best practices
4. Community and Stakeholder Input (*Optional*)
 - Conduct community surveys or focus groups
 - Interview internal stakeholders (command staff, officers, dispatch)
5. Benchmarking
 - Compare staffing models, ratios, and service levels to peer jurisdictions
6. Recommendations
 - Recommend optimal staffing levels by unit and shift
 - Provide a flexible staffing model adaptable to population and crime trends
 - Recommend organizational, deployment, or operational improvements
7. Deliverables
 - Draft report with initial findings
 - Final written report with supporting data and recommendations
 - Staffing model in spreadsheet format
 - Presentation to the Select Board or public (if requested)

Attachment B

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: _____

Address: _____

**Signature of Individual Signing
Bid, or Corporate Officer:** _____

Telephone Number: _____

**Social Security Number
Or Federal Identification Number:** _____

Date: _____

**Any person or corporation which fails to execute this document
will be considered a non-responsive Proposer
and will be rejected pursuant to MGL Chapter 30B.**

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____

(insert full name of Corporation)

2. corporation, and that

_____ (insert the name of officer who signed the contract and bonds.)

3. is the duly elected

_____ (insert the title of the officer in line 2)

4. of said corporation, and that on

_____ (insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that:

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE SEAL HERE
(Signature of Clerk or Secretary)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTACHMENT C **REFERENCE FORM**

Proposer Name: _____

RFP Title / Project: _____

RFP #: _____

Please provide a minimum of three (3) client references for similar projects or services performed within the last five (5) years. Municipal or government references are preferred.

Reference #1

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

Reference #2

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

Reference #3

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

(attach additional sheets as needed)

ATTACHMENT D **Price Sheet**

RFP Title / Project: Town of Truro Police and Fire Staffing Study

Instructions:

The proposer shall submit this Price Proposal Form in a separate sealed envelope clearly marked "Price Proposal – (Project Name) – (Proposer Name)" in accordance with Section 6 of M.G.L. c. 30B and the instructions contained in this RFP.

Prices must be inclusive of all costs associated with performing the Scope of Work — including but not limited to labor, materials, travel, insurance, and overhead.

All prices shall remain firm for sixty (60) days following the proposal opening.

Total Not-to-Exceed Cost: \$ _____

Written in Words: _____

Optional: Hourly Rates (if applicable) – Please Add Rows as Necessary

Title / Role	Hourly Rate
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_____	\$ _____
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Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Email of Contact Person: _____

Federal ID / EIN: _____

ATTACHMENT E

CONTRACT

AGREEMENT FOR

The following provisions shall constitute an Agreement between the Town of Truro, acting by and through its Owner, hereinafter referred to as "Town," and

_____, with an address of _____

_____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 202__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with _____, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 202__ through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ _____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any

subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence
	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence
	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

TOWN OF TRURO

by its Town Manager

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$_____
530276/99999/0003 Contract Sum