

CITY OF QUINCY, MA

2015 JUL -1 PH 2:40

PURCHASING DEPT.



## CITY OF QUINCY, MASSACHUSETTS

### **AGREEMENT FOR THE PROVISION OF EMERGENCY AMBULANCE SERVICES**

This Agreement (“Agreement”) is made, effective July 1, 2015, by and between Brewster Ambulance Service of 365 Washington Street, Quincy (“Brewster”) a duly organized Massachusetts corporation with a business office located in Quincy, Massachusetts and the City of Quincy, a municipal corporation located at 1305 Hancock Street, Quincy, Massachusetts, 02169 (“City”). The subject of this agreement is the provision of emergency ambulance services by Brewster to the City; such services to be provided in accordance with the terms and conditions set forth herein.

The term of this agreement shall be sixty months (60), running from the effective date through midnight on June 30, 2020. The parties hereby agree that the City, at its sole option, may extend the term for an additional twenty-four (24) month period, upon the same terms and conditions set forth herein. Notice of such intention shall be provided by the City to Brewster in writing, delivered by or before March 30, 2020.

#### **A. SERVICE DELIVERY**

Brewster and the City agree that Brewster shall be the exclusive provider of emergency ambulance services within the city of Quincy for the entire term of this agreement. The service level required shall be Advanced Life Support (“ALS”) and Basic Life Support (“BLS”). Ambulance and staffing are required as follows:

**PURCHASING DEPT. COPY**

1. **EQUIPMENT.** Brewster shall equip and provide four ALS Class I type ambulances and two BLS Class I type ambulance and 1 Community Paramedicine/Support Unit staffed at the ALS level, which ambulance must be a 4X4 vehicle. One ALS, and one BLS, must be a 4X4 vehicle as set forth in the Brewster proposal. Each of the ambulances provided shall meet Federal Ambulance Specifications (as may be amended from time to time) and shall be exclusively available to serve the City twenty-four (24) hours per day, three hundred sixty five (365) days per year, continuously, for the entire term of this contract (including any period of extension). In order to ensure the reliability of the vehicles provided herein, no ambulance may be more than sixty (60) months old and/or have incurred mileage greater than 180,000 miles, at any time that it is in service to the City. The City reserves the right to request that a vehicle in service under this contract be reviewed for safety concerns and/or replaced should an identified mechanical deficiency be proven to affect the vehicle's operation. All such safety concerns raised shall be reviewed by Brewster within twenty-four (24) hours of notice thereof; the vehicle shall be repaired as soon as practicable thereafter, or replaced, should a repair of the deficiency(ies) not be possible.

2. **PERSONNEL.** Each of the ALS ambulances provided shall be staffed at all times with two (2) Paramedics and each BLS unit shall be staffed with two (2) E.M.T.'s licensed in accordance with the provisions of G.L. c. 111C, and the applicable regulations established thereunder. Each ambulance must be operated and maintained with all equipment and supplies required for advanced life support on all ALS units and basic life support on all BLS units in accordance with the provisions of Chapter 111C, and the applicable regulations established thereunder. Each ambulance must be staffed by at least one EMT certified at the D-Fib Level, and at least one EMT with emergency 911 response experience.

3. **BACK-UP.** In addition to the foregoing, Brewster shall maintain, as a back-up vehicle, a Class I-type ambulance, outfitted in a manner that meets Federal Ambulance Specifications (as may be amended from time to time). Said Ambulance shall be staffed at all times with two (2) E.M.T. Paramedics licensed as set forth in paragraph 2, above; and, the vehicle shall be garaged at all times in the city of Quincy. This back-up vehicle must also be operated and maintained with all equipment and supplies required for advanced life support in accordance with Chapter 111C, and the applicable regulations established thereunder. The provision of any services by and through this back-up ambulance shall be in accordance with the terms and specifications of this agreement.

4. **ADDITIONAL EQUIPMENT FEATURES.** Any and all vehicles utilized by Brewster to provide services to the City in accordance with the terms of this agreement must:

- be properly insured and registered and must display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker;
- be equipped with EPI pens;
- be equipped with automatic vehicle locators, to be used as a tool for deployment purposes; and
- have semi-automatic defibrillators on board.

5. **BREWSTER MUTUAL AID.** Brewster shall maintain mutual aid agreements with other ambulance services, so as to ensure that the City has available to it, during the term of this agreement, back-up response and response capabilities in the event of a mass casualty or disaster. A copy of all such agreements is to be provided to the City – by delivery to the City Solicitor within thirty (30) days of the execution of this agreement. Any proposed amendments to any agreements so provided shall be provided to the City Solicitor for review, prior to the execution of same. The review shall be limited to insuring that the same criteria and standards of service for the primary and first back-up vehicles are met by the responding vehicles through the mutual aid agreements.

6. **ADDITIONAL SERVICES.** Brewster shall make available additional ambulances when, in the opinion of the City's Fire Chief or the City's Police Chief, there is the expectation of greater than normal demand for ambulance service during a particular event or time period, not exceeding thirty-six (36) hours. It is anticipated that such events or time periods would be functions including parades, marathons, sporting events such as golf tournaments, expected bad weather events (such as blizzards and/or hurricanes) or the like. Also Brewster will honor reasonable requests that may be made from Q.P.S. regarding sporting events. The City shall provide Brewster with appropriate notice of the need for additional ambulances and/or services, so as to allow for the proper planning/staffing. Brewster also pledges to offer albuterol and Narcan as additional services during the course of the contract – at such levels and in such amounts as agreed by and among Brewster, QPD and QFD senior personnel.

7. **MINIMUM RESPONSE STANDARDS.** Brewster shall respond to any and all calls for service in the city, which calls will be transmitted to Brewster via Public Safety Access Point (PSAP) through the Quincy Police and/or Fire Emergency Dispatch Centers. In addition, Brewster shall respond to emergency ambulance calls made directly to the Brewster by the public, so long as the calls are placed from within the city of Quincy. Brewster shall immediately notify the Quincy Fire and Police Departments of any emergency calls received directly by it, contemporaneous with the dispatch of its response. The notification shall include the identity of the unit responding, incident location and nature of incident.

8. **RESPONSE TIME.** The parties hereby agree that response time to calls for service is a critical component of any ambulance service contract; and, that there are



many factors which affect response time. The parties further agree that notwithstanding those factors, response time to the scene shall be less than six (6) minutes – 90% of the time, as set forth in the Brewster proposal. The parties agree, however, that in no event shall response time to the scene exceed ten (10) minutes. If extenuating circumstances arise causing a delay on a particular call, Brewster must notify the Fire Chief, Police Chief and the Health Director in writing within twenty-four (24) hours, providing a full explanation of the date, time, location of the call, the nature of the emergency service(s) provided, the actual response time, and a full and complete explanation as to why that response time is not within the foregoing parameters.

9. **PARTIES' STATUS.** It is agreed that in no case shall Brewster be considered the agent or the employee of the City of Quincy in performing services, as the City of Quincy is not providing said service, and the contract relationship is between Brewster and the recipient of said service.

10. **INDEMNITY.** Brewster agrees to hold the City of Quincy harmless from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under Agreement, and Brewster also agrees to indemnify the City from any liability or expense imposed upon it as a result of this Agreement.

11. **AGREEMENT EXCLUSION(S).** This agreement does not, and is not intended to, apply to non-emergency work which Brewster may provide within the city of Quincy. The charges and conditions under which non-emergency work may be done within the city shall be a matter of contract between Brewster and the individual user of the non-emergency service.

## **B. INSURANCE**

During the entire term of this agreement, Brewster shall maintain the following insurance:

1. **Worker's Compensation.** A minimum of \$200,000 each person for bodily injury or death - \$500,000 each accident or statutory limits whichever is greater.
2. **Automobile liability and property damage.** A minimum of \$1,000,000 each person for bodily injury or death and \$1,000,000 each accident, and \$500,000 property damage, or statutory limits, whichever is greater; excess liability coverage in the minimum amount of \$5,000,000 each occurrence, \$5,000,000, aggregate

3. Ambulance Drivers and Attendants Malpractice. \$3,000,000 for all accidents and incidents resulting in personal injury, death, or property damage to one or more persons; plus additional coverage in the amount of \$250,000 at a minimum which applies exclusively to operations under this agreement, provided, however, Brewster agrees to maintain a coverage amount in the highest amounts that are commercially reasonable in cost to a maximum of \$6,000,000.
4. General Liability/Premises Operations/ Broad Form Property Damage  
*Intentionally omitted by the parties.?*
5. The certificate of insurance shall name the City as an additional insured party. Certificates of insurance shall be furnished to the City of Quincy for each of the above listed types of insurance before the contract is signed. Policies and certificates shall be updated annually, and notice shall be given immediately of any revocation or termination of any policy. The City of Quincy shall be named as an additional insured on the automobile and medical malpractice insurance policies.

No vehicle may be used to provide emergency services under this agreement on a regular, substitute or back-up basis unless the insurance certificate evidences that said vehicle is covered by the motor vehicle liability insurance required under this Agreement.

#### **C. PERFORMANCE BOND**

On or before July 1st of every year in which Brewster provides services under the terms of this Agreement or any extension thereof, Brewster shall submit to the City a performance bond in the amount of \$250,000. The form and content of all performance bonds required under this Agreement shall be subject to review by the City and shall be with a surety acceptable to the City. For purposes of said bond, performance shall be construed to include the provisions of all emergency services, the preparation submission of all reports and all other obligations of this Agreement as required herein. Brewster failure to furnish said bond shall constitute grounds for the immediate termination of this Agreement.

#### **D. TRANSFER SERVICES**

Brewster vehicles which are dedicated to the City of Quincy shall not be used for non-emergency transfers under any circumstances.

#### **E. BILLING**

1. All billing for the use of the ambulance service shall be submitted to the patient or their insurance provider. Brewster agrees to provide, upon request, a full and

complete report/accounting of its billing under this contract. In no event shall such report be required more than once per quarter, or four times per year.

2. Brewster will provide transportation for City employees injured on the job at the Department of Industrial Accident rate in force at the time of transport.

3. During the life of the contract, Brewster must be qualified and maintain eligibility to submit claims to the commonwealth of Massachusetts for payment of covered items and services provided by Brewster under the Medicare, Title V (Maternal and Child Health), XIX (Medicaid), or XX (Block Grants to States) Program. During the life of the contract, Brewster Ambulance Service will remain qualified and maintain eligibility to submit claims to the State of Massachusetts for payment of covered items and services provided by Brewster under the Medicare, Title V (Maternal and Child Health), XIX (Medicaid), or XX (Block Grants to States) Program.

4. INTENTIONALLY OMITTED BY THE PARTIES.

5. INTENTIONALLY OMITTED BY THE PARTIES

6. Brewster will provide free care services to those patients who are residents of the City of Quincy, are transferred by Brewster to a licensed medical facility, and qualify consistent with that facility's uncompensated care policies and procedures. Those individuals unable to pay for services rendered, due to financial hardship, will be given equal consideration for free care.

7. Brewster will provide all patients with information concerning the availability of free care. (This information will be provided at the time of service or with the initial billing.)

8. Brewster must agree to submit to the City, or to the Hospital, a schedule of rates of all charges for services as provided, as requested.

#### **F. AMBULANCE GARAGING**

Brewster agrees to post the four dedicated ALS vehicles and 2 dedicated BLS vehicles in the City of Quincy, one in the northern section, at a location to be determined by agreement between the parties and one in the central section, at 365 Washington St. and one in the western section at 264 Willard St., (West Quincy).

#### **G. COMMUNICATIONS**

1. Brewster will program all units with the City of Quincy Fire and Police frequencies.

2. Brewster will provide communication equipment as directed by the chiefs of Quincy Fire and/or the Quincy Police Department, and shall take all reasonable steps necessary to facilitate communications between/among agencies.
3. Brewster shall, upon execution of this contract, undertake at its sole cost and expense the establishment of a Public Safety Answering Point – staffed and operated exclusively by Brewster personnel – designed to serve as a secondary PSAP within the city of Quincy. The facility shall be staffed by EMD-trained personnel at all times. Coordination of this facility shall be achieved through cooperation with the chiefs of Quincy Police and Fire, who shall have full discretion in the coordination of this facility with existing city dispatch facilities/personnel.
4. Brewster shall provide radio equipment in each ambulance serving the City of Quincy capable of communicating directly with the Quincy Police and Fire Departments. For ALS ambulances, Brewster shall deploy mobile and portable radios capable of communicating directly with the E911 Dispatch Center (Police Department) and the Fire Department Dispatch office. Current Brewster radio equipment includes UHF/VHF mobile and portable radios. These radios will be programmed with radio frequencies as designated by the Chief of the Quincy Police Department, the Chief of the Quincy Fire Department and the City of Quincy Emergency Medical Services, Medical Director. In addition, each ALS ambulance will carry a portable cellular telephone in case of failure of the Police or Fire Department radio systems and operational charges shall be the responsibility of Brewster.
5. Brewster shall provide radio equipment for its ambulance(s) serving the city that permits direct two-way radio communication between the ambulance(s) and hospital emergency departments to which Quincy emergency patients would be transported. Such equipment shall be compatible with the C-MED Radio Network currently in use in the Metropolitan Boston area.
6. A dedicated “ring down” direct phone line shall be maintained between Brewster dispatch office and the E911 Dispatch Center (Police Station) and the Fire Headquarters Dispatch Office. The installation and operational charges shall be the responsibility of Brewster. Brewster shall further provide, at its sole expense, Smart911 licenses for use by and with QPD and QFD in such number as is reasonably agreed upon by the parties.
7. Brewster shall assume all costs of its supplies, telephone, gasoline and oil, maintenance, materials, communication system and equipment etc. and all other items required in the proper operation of its equipment providing service under this contract.

## **H. PERSONNEL**

1. Brewster shall participate in ongoing evaluation activities of all its personnel working in the city, in coordination with, and at the direction of, the chiefs of the Quincy Police and Fire Departments.
2. All Brewster personnel shall be trained in compliance with G.L. c. 111C and shall be retrained periodically as required by the provisions therein.
3. Upon request of the mayor or the chief of either the police or fire department, acting in the exercise of reasonable professional discretion/judgment, Brewster shall reassign any employee providing emergency services to the City; it being the intention of the parties that city officials retain control over the provision of emergency services within the city.
4. Brewster shall provide their personnel with uniforms that are distinguishably different from the uniforms of the Quincy Fire and Police Departments.
6. Personnel must wear a photo-ID while providing service within the city of Quincy.
7. Brewster shall provide on duty at all times a lead supervisory person(s) that Quincy Police, Fire, or Medical Center personnel can contact to handle all operational issues in the event of a major event, requiring coordination between/among agencies.
8. A list of supervisors and their phone numbers must be submitted to the chiefs of the Quincy Police and Fire Departments, which lists must be updated/submitted once every six months.
9. All Brewster employees and/or supervisors who are regularly assigned to work in any capacity under the terms of this Agreement in the City of Quincy must undergo both a Criminal Offender Records Information (“CORI”) and Sexual Offender Records Information (“SORI”) check. Brewster shall submit a list of all such employees and the required releases in order that the City may conduct a Quincy-authorized CORI/SORI check. No person may be employed by work within the city on behalf of Brewster unless the CORI/SORI checks are completed and reviewed to the reasonable satisfaction of the chief of the Quincy Police Department.

## **I. LABOR DISPUTES**

In the event that Brewster suffers a work stoppage as a result of a strike, job action or other industrial relations dispute or stops performance due to insolvency, Brewster agrees to reimburse the City of Quincy for any and all costs the City incurs for alternate services the City must provide during the interruption of service by the ambulance company. If the City so requests, Brewster shall lease at no cost to the



City the vehicles provided to the City under this Agreement, until the work stoppage ends, until the original term of this Agreement expires, or until the City exercises the option to terminate this Agreement.

**J. SUBCONTRACTING**

Brewster shall not subcontract any services under the resulting agreement and shall not assign the contract without out written consent by the City of Quincy, exercisable in the sole discretion of the mayor of the city.

**K. ADDITIONAL COMMUNITY BENEFITS**

1. Brewster will work with the Quincy Health Department and the Director of Nursing for the Quincy Public Schools to establish training programs which facilitate increased emergency awareness and education. Programs such as; Cardio Pulmonary Resuscitation Training, Ambulance Demonstrations & Show & Tells, Blood Pressure Clinics, Participation in Health Fairs, assistance with Drunken Driving Education among others.

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Additional Community Benefits

- Design a summer job programs based on any of our current community outreach programs, at the City’s choosing. Will offer Take10 program – 10 minute compression-only CPR starting in 8th grade. Multi-lingual access to training. (27)
- Distribute multilingual AEDs, conducting a due diligence of existing AEDs in the community, and placing new AEDs to cover important gaps in the City. Introduce “Take Heart Quincy” (25).
- Brewster, in conjunction with the Professional Fire Fighters of Massachusetts and South Shore Hospital, will seek to create and implement a community-based program that offers supplemental care to people with chronic illness or repeat users of the EMS system. (p. 5, 11).
- In accordance with its RFP Response, Brewster will also provide the following additional community benefits:
  - o Refer citizens of Quincy to appropriate services that can provide in-home visits, home safety reviews or monitor conditions and relay them to local hospitals and physicians. (11)
  - o Provide preventative management to reduce re-hospitalizations.
  - o Better address the needs of community members with social and psychological problems.
  - o Assist patients who do not require acute care or transport.
  - o Facilitate physician-patient communications and appropriate treatment via telemetry and live video.

- In accordance with the provisions of the RFP Response, Brewster will conduct due diligence with QFD and QPD personnel regarding Quincy's current AED levels and readiness, and work to supplement AED levels for both agencies.

**L. INTENTIONALLY OMITTED BY THE PARTIES**

**M. FIRE INCIDENT REHAB UNIT**

Brewster will provide a fully staffed Fire Emergency Rehab Unit to provide Clinical EMS Services in cooperation with the ALS Ambulance(s) at all major fire scenes or other emergency incidents as necessary.

**N. TRAINING**

1. Brewster will notify the Quincy Fire and Police Departments of on-going Continuing Educational Training Units (CEU) opportunities and will make every effort to work with the Quincy Fire Department to hold such classes at the Quincy Fire Department Training Facility. Brewster also agrees to open up said classes to any member of the Quincy Fire and Police Departments, as well as other municipal employees. The fire departments are housed strategically throughout the City; it is likely that they will arrive on scene prior to the ambulance for a majority of the responses. It is well known that as "first responders," the Quincy Fire Department is highly motivated and well trained in pre-hospital care. Brewster shall assist Quincy Fire in maintaining high educational standards for personnel through the implementation of the following, DPH certified educational requirements:

- Eight (8) firefighter scholarships per year.
- Continuing education class every month (12 per year).
- EMT refresher course once a year (one time) to include any MA OEMS equivalent
- Paramedic Refresher once a year.
- OSHA Bloodborne Pathogens In-service to all firefighters.
- Provide for a Fire Department Automatic Defibrillation Quality Assurance Program and continuing education.
- In-service on new technology as it becomes available.

2. Brewster agrees to offer access to a Basic Emergency Medical Technician Course (if sponsored by Brewster) to members of the Quincy Fire Department on an annual basis. (Suggested number is five).

3. Brewster shall provide access to their e-Learning Center, for the purpose of completing re-certification refresher training and CEU's for Fire and Police Department Emergency Medical Technicians. In addition, Brewster shall conduct two recertification classes annually for Fire and Police Department Emergency Medical Technicians at the department training facility and shall assist in other Fire and Police

Department training as the EMS Medical Director or the Fire and/or Police Chief may direct.

**O. DEFAULT**

If the City at any time during the term of this Agreement determines that Brewster is not in compliance with any of the provisions of this Agreement, the City may notify Brewster of this determination in writing. Said written notice shall state the reasons for this determination and shall identify the particular provisions of this Agreement that are at issue. Within seven (7) business days of said written notice, Brewster shall come into compliance with the provisions identified in the written notice.

If at the end of said seven (7) day period, the City determines that Brewster is still not in compliance the City may assess Brewster liquidated damages in the amount of five hundred dollars (\$500.00) per provision for each day thereafter that Brewster fails to comply with each such provision. This liquidated damages provision is intended to cover the City for any and all costs associated with replacing any of the services provided by Brewster and is should not be construed as a penalty.

**P. MONTHLY STATISTICAL REPORTS**

Brewster, at no cost to the City, will submit statistical monthly reports to the Fire and Police Chiefs and the Health Director no later than the fifteenth (15th) of the month following the month reported. The statistical information contained in the report shall be provided in an electronic format acceptable to the City and shall include, but not be limited to:

- (A) Number of calls:
  - 1. Daily
  - 2. Weekly
  - 3. Monthly
  
- (B) Calls to be segregated by:
  - 1. Basic Life Support
  - 2. Advanced Life Support
  - 3. Specific note made to ALS calls responded to by non-Quincy Units
  
- (C) Dispatching:
  - 1. Time Dispatched
  - 2. Response time to arrive at scene
  - 3. Time spent at scene
  - 4. Transport time to hospital
  
- (D) Chief Complaint

(Example: Cardiac Arrest or Trauma)

(E) Sequential listing of all emergency responses to include dates, times, point of entry or refusal of care, no patient and DOA.

The Monthly Statistical Report will include a cross reference of statistics so that relationships of all factors can be clearly identified by sequential patterns. The report shall include cross-referencing of statistical data.

**Q. SEMI-ANNUAL FINANCIAL REPORTS**

Upon written request Brewster will provide the City with Semi-Annual financial reports. The reports will include total revenue (showing revenue derived from Medicare) and expenses in a format acceptable to the City. Brewster further agrees that officials of the City shall have the right to enter Brewster's facilities and have reasonable access to files to inspect, monitor, verify and otherwise evaluate the work and reports provided under this agreement

**R. FIRE and POLICE DEPARTMENT RESUPPLY SYSTEM**

Brewster will establish a resupply system for disposable EMS equipment utilized by the Quincy Fire Department & Quincy Police Department emergency response personnel, including – but not limited – medical oxygen, Narcan, epi pens, back boards, collars, board straps, and all other items contained on Page 14 of Brewster's response to the RFP. Brewster shall also be responsible for the disposal of all medical waste material. All disposable equipment will be provided immediately after usage and at no cost to the City of Quincy.

**S. REVIEW/INSPECTION PROCESS**

1. Brewster must forward to the Chief of the Quincy Fire Department, immediately upon request, a copy of all inspection reports issued by the Department of Public Health, Office of Emergency Medical Services and/or the Ambulance Regulations Program. Any deficiencies noted therein must be corrected immediately.
2. The City shall have the right to terminate the Agreement at any time if in its sole judgment the ambulance service is not satisfactory. Should Brewster, at any time during the life of the Agreement, fail to provide ambulance service under the terms and conditions set forth, or continue to default in the performance of the Agreement, then, and in such case the City of Quincy, through its authorized agent, shall have the right to terminate the Agreement between Brewster and the City of Quincy, and secure said services from others, and charge the cost thereof to Brewster, which shall be liable for all costs incidental thereto.
3. Any and all regulations promulgated by any department, agency, or division of the Commonwealth, and any general laws relative to supplying ambulance service, are hereby incorporated in this specification as if fully written out, and Brewster



covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws shall govern except when the Agreement calls for a higher standard.

4. Periodic Review of Providers Performance:

A. The Mayor may, at his/her discretion, appoint a Quincy Ambulance Service Review Committee, consisting of the following persons or their designee: The Mayor, Police Chief, Fire Chief and the Commissioner of Public Health  
The Committee will have the authority to review the provider's performance.

5. Performance Review: Managers and Supervisors assigned by the provider to Quincy shall be required to attend performance review sessions held by the Quincy Ambulance Service Review Committee. The review sessions will be held quarterly for the following purposes: a) to ensure the provider's continued compliance with the provisions of the Agreement; b) to review Response times and certain ALS calls; c) to address and resolve specific issues/problems and to generally coordinate EMS operations in the City of Quincy.

**T. SEVERABILITY**

Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**U. TERMINATION**

1. The City shall have the right to unilaterally terminate at any time by providing Brewster with sixty (60) days written notice.

2. In the event that the City determines at any time during the term of this Agreement that Brewster has breached a material provision of this Agreement, that Brewster license to provide Advanced Life Support Services has been or is about to be suspended or revoked or that Brewster's financial stability is so precarious as to make imminent a failure to comply with a material provision of this Agreement, the City may at its option declare Brewster in default and terminate this Agreement by giving Brewster at least thirty (30) days prior written notice. Said written notice shall specify the reasons for said termination and the effective date of this termination.

**V. NOTICES**

Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by facsimile with proof of delivery and a confirming telephone call, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered or if sent by certified, registered

or express mail, three days after the date of mailing, as follows (or to such successor entity or such new address as a party may notify to the other):


If to Brewster:    Brewster Ambulance Services  
                          285 Hyde Park Ave  
                          Boston, MA 02130  
                          Attn: Mark Brewster, President


If to City:            City of Quincy  
                          1305 Hancock Street  
                          Quincy, MA 02169  
                          Attn: Mayor Thomas Koch

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto affix their hand and seal as of June 30, 2015

CITY OF QUINCY,

  
THOMAS P. KOCH, MAYOR

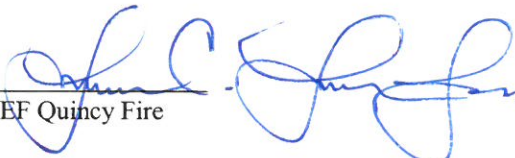
  
BREWSTER AMBULANCE SERVICE  
by Mark Brewster, President, Duly Authorized

*Acting*  
  
KATHRYN HOBIN  
PURCHASING AGENT

APPROVED AS TO FORM:

  
PAUL KEENAN, CHIEF Quincy Police  
DEPARTMENT HEAD

  
JAMES S. TIMMINS  
CITY SOLICITOR

*Acting Chief*  
  
JOSEPH BARRON, CHIEF Quincy Fire  
DEPARTMENT HEAD



CITY OF QUINCY  
Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

## TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

\_\_\_\_\_  
(Contractor's Name and Signature)

Social Security Number

\_\_\_\_\_

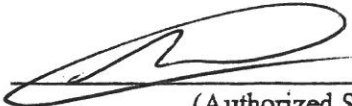
(2) Corporation, Association  
or Partnership

Mark Brewster  
(Contractor's Name)

Federal Tax ID Number, or  
Social Security Number

80-0553448

By:

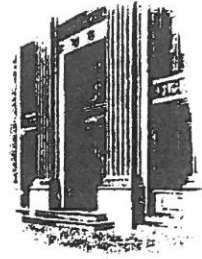
  
\_\_\_\_\_  
(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.





*City of Quincy*  
City Hall  
1305 Hancock Street  
Quincy, Massachusetts 02169  
*Purchasing Department*



**THOMAS P. KOCH**  
Mayor

**Kathryn R. Hobin**  
Purchasing Agent  
Phone: (617) 376-1060  
Fax: (617) 376-1074

*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 work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: Mark Brewster

Address: 285 Hyde Park Ave

City, Town & Zip: Boston, ma 02130

Email #: mark@brewsterambulance.com

Name of Business: Brewster Ambulance Service



CITY OF QUINCY  
Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

### SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

Brewster Ambulance Service, Inc.

(NAME OF CORPORATION)

held on April 3, 2015, at which all the Directors were present or waived notice, it was  
(DATE)

VOTED, that:

Mark Brewster  
(NAME)

President  
(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such Mark Brewster under seal of the Company, shall be valid  
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST:

[Signature]  
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: Boston, MA

DATE OF THIS CONTRACT: April 3, 2015

I hereby certify that I am the Clerk of the:

Brewster Ambulance that Mark Brewster is the  
(COMPANY) (NAME)

duly elected President of said Company, and that the above VOTE has not been  
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

\_\_\_\_\_ CORPORATE SEAL

## INDEMNITY AGREEMENT

In consideration of the award of Contract No. PO # S041715.

by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

Brewster Ambulance Service, Inc.

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

  
\_\_\_\_\_  
By Duly Authorized Agent

Date: April 3, 2015