HEARINGS, MEETINGS, LICENSES
2-14-11

Town of Middleboro

OFFICE OF THE TOWN ACCOUNTANT
20 CENTRE STREET
MIDDLEBORORUGH, MA 02346-2252

Memorandum

TO: Board of Selectmen

FROM: Steve Dooney, Town Accountant

RE: FY 11 Six-Month Financial Report.

DATE: February 9, 2011

Enclosed please find the Financial Report of the period ending December 31, 2010. This report includes local receipts, all revenues including local receipts and departmental expenditures.

Local receipts are largely on target with some weakness in permits and investment income. Slow economy is still affecting all building related permits, and historically low interest rates are affecting interest income.

Overall revenues are on track relating to budget estimates. Overall departmental expenditures are within budget with the exception of the Park department, which is seasonal. On the sheet showing revenues note that overall revenues are exceeding overall expenditures.

I will be at your Monday evening meeting to answer any questions you may have.

	CLASSIFICATION	BUDGETED	ACTUAL	ACTUAL	
		PER 11 RECAP	12/31/2009	12/31/2010	Variance
1.	**MOTOR VEHICLE EXCISE**	**2,311,562.00**	**295,091.00**	**289,348.00**	(5,743.00)
01.4150.00	MOTOR VEHICLE		295,091.00	289,348.00	
2.	**OTHER EXCISE**	**293,091.00**	**114,631.00**	**201,419.00**	86,788.00
01.4161.00	BOAT EXCISE		6,455.00	5,565.00	
01.4162.00	FARM ANIMAL		4,404.00	4,012.00	
	ALL OTHER TAXES			-	
01.4696.00	MEALS TAX		-		
01.4697.00	ROOM OCCUPANCY TAX		103,772.00	191,842.00	
3.	**PENALTIES AND INTEREST**	**374,754.00**	**182,669.00**	**131,279.00**	(51,390.00)
01.4171.00	COSTS AND INTEREST		32,653.00	38,244.00	
01.4172.00	COSTS/INTEREST RE/PP		139,393.00	81,671.00	
01.4165.00	I/E NON RETURN PENALTY		10,350.00	11,200.00	
01.4166.00	I/E NON RETURN PENALTY TAX TITLE		273.00	164.00	
4.	**PAYMENTS IN LIEU OF TAXES**	**40,774.00**	**944.00**	**5,096.00**	4,152.00
01.4370.13	ASSESSORS IN LIEU OF TAX		944.00	5,096.00	
8.	**CHARGES FOR SERVICES - TRASH DISPOSAL**	-	**13,158.00**	**2,453.00**	(10,705.00)
01.4336.00	TRASH BAG STICKERS		13,158.00	2,453.00	
01.4337.00	CURBSIDE TRASH FEES *			-	
01.4337.08	TRASH ADDED TO REAL*		-	-	
01.4337.09	TRASH ADDED TO REAL*		-	-	
01.4370.17	RESIDENTIAL LANDFILL BULKY PERMITS*		-	-	
01.4338.00	TRASH TAX TITLE			-	
9.	**OTHER CHARGES FOR SERVICES**	**736.00**	**356.00**	**159.00**	(197.00)
01.4322.00	SERVICE CHARGES		356.00	159.00	
10.	**FEES**	**123,972.00**	**49,390.00**	**46,456.00**	(2,934.00)
01.4323.00	FILING FEES		5,702.00	2,295.00	
01.4324.00	CERT. OF MUN. LIENS		14,945.00	24,800.00	
01.4326.00	ZONING & PLANNING FEES		3,550.00	2,600.00	
01.4327.00	ASSESSORS FEES		1,188.00	1,661.00	
01.4329.00	DOG POUND FEES		105.00	400.00	
01.4334.00	NON-RENEWAL REGISTRY FEES		9,700.00	8,000.00	
01.4330.00	EARTH REMOVAL INSPECTIONS		14,200.00	6,700.00	
01.4332.00	CABLEVISION FRANCHISE FEES		-	-	
11.	**RENTALS**	**212,556.00**	**96,408.00**	**101,131.00**	4,723.00
01.4370.15	ALL OTHER RENTAL INCOME		22,564.00	26,483.00	
01.4370.07	SCHOOL ST. PROPERTY RENTAL		1,556.00	1,712.00	
01.4370.08	TRAILER		72,288.00	72,936.00	
	TOWN HALL		-	-	
01.4370.19	CUPOLLA RENTAL		-	-	
12.	**DEPARTMENTAL REVENUE - SCHOOLS**	**132,631.00**	**20,200.00**	**31,350.00**	11,150.00
01.4842.00	SCHOOL MISCELLANEOUS		-		
01.4856.00	REIMBURSEMENT SCHOOL MEDICAID		20,200.00	31,350.00	
13.	**DEPARTMENT REVENUE - LIBRARIES**	-	-		-
01.4774.00	LIBRARY MISCELLANEOUS				
16.	**OTHER DEPARTMENTAL REVENUE**	**346,943.00**	**163,067.00**	**149,910.00**	(13,157.00)
01.4370.04	HIGHWAY ROAD OPENINGS		1,320.00	2,120.00	
	LANDFILL MISC		-	-	
01.4801.00	MISC TWN CLERK RECEIPTS		8,719.00	8,807.00	
01.4802.00	POLICE ADMIN		6,947.00	10,843.00	
01.4805.00	POLICE MISCELLANEOUS		9,390.00	4,750.00	
01.4841.00	FIRE MISCELLANEOUS		13,833.00	15,323.00	
01.4370.20	LANDFILL MONITOR		29,722.00	35,557.00	
01.4370.21	LANDFILL ROYALTIES		93,136.00	72,510.00	
17.	**LICENSES AND PERMITS**	**644,279.00**	**385,798.00**	**326,267.00**	(59,531.00)
01.4325.00	DOG LICENSES		91,384.00	23,131.00	
01.4410.00	ALCOHOLIC BEVERAGES LIC.		1,295.00	40,080.00	
01.4421.00	OTHER LICENSES/PERMITS		1,625.00	9,640.00	
01.4426.00	BUILDING PERMITS		138,847.00	96,228.00	
01.4427.00	LANDFILL PERMITS		32,075.00	35,175.00	
01.4431.00	FIRE PERMITS		-	-	
01.4450.00	PLUMBING PERMITS		18,533.00	12,496.00	
01.4451.00	GAS PERMITS		10,342.00	8,176.00	
01.4452.00	WIRING PERMITS		18,657.00	17,754.00	
01.4453.00	HEALTH DEPARTMENT PERMITS		65,760.00	77,196.00	
01.4455.00	WEIGHTS & MEASURES		7,280.00	6,391.00	
	SIDEWALK OBSTRUCTION PERMIT				
18.	**SPECIAL ASSESSMENTS**	**33,335.00**	**30,120.00**	**38,201.00**	8,081.00
01.4750.00	SPECIAL ASSESSMENTS		30,120.00	38,201.00	
19.	**FINES AND FORFEITS**	**106,060.00**	**55,362.00**	**42,572.00**	(12,790.00)
01.4695.00	COURT FINES		41,928.00	30,518.00	
01.4774.00	LIBRARY FINES		10,408.00	9,507.00	
01.4773.00	FINES FOR RETURNED CHECKS		1,325.00	960.00	
01.4777.00	DRUG RELATED FINES		200.00	100.00	
01.4847.00	PARKING TICKETS		1,501.00	1,487.00	
20.	**INVESTMENT INCOME**	**161,307.00**	**78,034.00**	**56,092.00**	(21,942.00)
01.4820.00	EARNINGS ON INVESTMENTS		78,034.00	56,092.00	
	PREMIUM ON NOTES		-	-	

21.	**MISCELLANEOUS RECURRING**	**60,000.00**	**26,423.00**	**30,727.00**	4,304.00
01.4804.00	MISCELLANEOUS		789.00	6,490.00	
	SALES OF INVENTORY				
01.4875.00	DP SAFETY REIMB				
	SMHG MEDICARE D REIMB		25,634.00	24,237.00	
	REIMBURSEMENT UCC FILINGS				
22.	**NON-RECURRING MISCELLANEOUS**	-	**73,367.00**	**63,820.00**	(9,547.00)
	PRIOR YEAR REIMBURSEMENT				
01.4849.00	REIMBURSEMENT INSURANCE		-		
01.4806.00	SALE OF TOWN OWNED PROPERTY		-		
01.4807.00	NON-RECURRING MISC FIRE TRUCK			-	
01.4807.01	SALE OF LAND DEPOSIT				
01.4807.02	SURPLUS PROP/EQUIP SALES		4,934.00		
01.4807.03	PRECEINCT STREET PROPERTY SALE				
01.4807.04	SALE OF LAND- CHESTNUT ST				
01.4807.05	SALE OF LAND-HILLSIDE AVE				
01.4807.06	SALE OF LAND-OFF PLYMPTON ST				
01.4807.07	SALE OF LAND-OFF WALL ST				
01.4807.08	SALE OF LAND-OFF WALNUT ST				
01.4807.09	SALE OF LAND-OFF WAREHAM ST				
01.4807.10	OCC ED TRANS REIMB		-	-	
01.4807.11	SBA REIMB REP ROOFS				
01.4873.00	PRIOR YEAR REIMB				
	FEMA REIMBURSEMENT FOR FLOOD			63,811.00	
	COURT JUDGEMENT - LANDFILL		-		
	COURT JUDGEMENT - MBTE SETTLEMENT		68,433.00	9.00	
	GAS/ELECTRIC DEPT. LEASE BUY-OUT		-		
01.4852.00	FEMA REIMBURSEMENT FOR SNOW		-		
	TOTAL	**4,842,000.00**	**1,585,018.00**	**1,516,280.00**	(68,738.00)
	MINUS NON RECUR		**1,511,651.00**	**1,452,460.00**	(59,191.00)

	MIDDLEBOROUGH				
	EXPENDITURES		DEC 2010		
		BUDGET	EXPENDITURES	REMAINING	%
#	DEPARTMENT	with adjusts			
111	FINANCE COMMITTEE	$ 4,600.00	$ 2,326.00	$ 2,274.00	51%
	PERSONNEL BOARD		$ -	$ -	
	CABLE COMMISSION	$ -	$ -	$ -	
	MODERATOR	$ -	$ -	$ -	
	B&I COMMISSION	$ -	$ -	$ -	
122	SELECTMEN	$ 55,764.00	$ 28,248.00	$ 27,516.00	51%
123	TOWN MANAGER	$ 184,907.00	$ 91,853.00	$ 93,054.00	50%
135	ACCOUNTANT	$ 126,303.00	$ 60,923.00	$ 65,380.00	48%
141	ASSESSORS	$ 246,182.00	$ 116,896.00	$ 129,286.00	47%
145	TREASURER & COLLECTOR	$ 430,644.00	$ 200,964.00	$ 229,680.00	47%
151	LAW	$ 129,797.00	$ 62,760.00	$ 67,037.00	48%
155	INFORMATION TECHNOLOGY	$ 294,105.00	$ 167,397.00	$ 126,708.00	57%
161	TOWN CLERK	$ 157,239.00	$ 75,867.00	$ 81,372.00	48%
162	ELECTIONS & REGISTRATION	$ 44,247.00	$ 26,062.00	$ 18,185.00	59%
171	CONSERVATION COMMISSION	$ 98,430.00	$ 53,894.00	$ 44,536.00	55%
175	PLANNING BOARD	$ 179,971.00	$ 85,138.00	$ 94,833.00	47%
176	ZONING BOARD	$ 30,625.00	$ 15,560.00	$ 15,065.00	51%
193	ADMINISTRATIVE OFFICE BUILDING	$ 146,825.00	$ 51,436.00	$ 95,389.00	35%
210	POLICE DEPARTMENT	$ 3,526,933.00	$ 1,687,571.00	$ 1,839,362.00	48%
220	FIRE DEPARTMENT	$ 2,613,692.00	$ 1,158,471.00	$ 1,455,221.00	44%
241	BUILDING DEPARTMENT	$ 311,506.00	$ 143,969.00	$ 167,537.00	46%
244	SEALER WEIGHTS & MEASURES	$ 5,857.00	$ 2,876.00	$ 2,981.00	49%
292	DOG DEPARTMENT	$ 102,294.00	$ 50,773.00	$ 51,521.00	50%
421	DPW ADMINISTRATION	$ 14,826.00	$ 6,128.00	$ 8,698.00	41%
422	DPW HIGHWAY	$ 922,426.00	$ 427,899.00	$ 494,527.00	46%
423	DPW TREE WARDEN	$ 11,624.00	$ 4,830.00	$ 6,794.00	42%
429	DPW INSECT & PEST	$ 912.00	$ -	$ 912.00	0%
433	DPW RUBBISH REMOVAL	$ -	$ -	$ -	#DIV/0!
521	HEALTH	$ 289,316.00	$ 134,351.00	$ 154,965.00	46%
541	COUNCIL ON AGING	$ 538,390.00	$ 266,209.00	$ 272,181.00	49%
543	VETERAN'S SERVICES	$ 435,192.00	$ 231,632.00	$ 203,560.00	53%
610	LIBRARY	$ 540,415.00	$ 285,242.00	$ 255,173.00	53%
650	PARK DEPARTMENT	$ 258,807.00	$ 239,841.00	$ 18,966.00	93%
691	HISTORICAL COMMISSION	$ 1,617.00	$ 120.00	$ 1,497.00	7%
	GENERAL GOVERNMENT	$ 11,703,446.00	$ 5,679,236.00	$ 6,024,210.00	49%
710	DEBT SERVICES	$ 5,741,998.00	$ 3,803,657.00	$ 1,938,341.00	66%
				$ -	
919	EMPLOYEE FRINGE BENEFITS	$ 14,755,352.00	$ 9,324,219.00	$ 5,431,133.00	63%
941	COURT JUDGEMENTS	$ -	$ -		#DIV/0!
950	UNCLASSIFIED	$ 2,120,997.00	$ 1,258,709.00	$ 862,288.00	59%
311	SCHOOL DEPARTMENT	$ 26,351,606.00	$ 10,157,638.00	$ 16,193,968.00	39%
899	TRANSPORTATION MISC	$ 628,409.00	$ 238,470.00	$ 389,939.00	38%
900	TRANSPORTATION CONTRACTED	$ 1,673,081.00	$ 497,351.00	$ 1,175,730.00	30%
951	ARTICLES	$ 953,718.00	$ 129,665.00	$ 824,053.00	14%
	INTERGOVERNMENTAL ASSESS	$ 476,642.00	$ 224,404.00		47%
	still in process expenses (encumbered)		$ 142,815.00		
	TOTAL	$ 64,405,249.00	$ 31,313,349.00	$ 32,949,085.00	49%
	UNEXPENDED APPROPRIATIONS		$ 31,313,349.00	$ 32,949,085.00	

INVITATION FOR BIDS
EMERGENCY AMBULANCE SERVICE
FOR
TOWN OF MIDDLEBOROUGH

FINAL DRAFT

This IFB for ambulance service is expressly exempt from the public bidding requirements of the Uniform Procurement Act, G.L.c.30B, 1 (24). The Town of Middleborough (hereafter Town) reserves the right to award a contract that, in the sole discretion of the Town, determines to be in the best interests of the Town.

General Information

The Town is seeking bids from qualified firms to provide emergency ambulance service to persons in need within the Town limits. Acceptance of any bid to provide such service is subject to the availability of appropriated funds.

The Town is centrally located in Plymouth County with a population of approximately 23,000 and occupies a land area of over 72 square miles. There are about 2,000 average annual emergency ambulance responses and 1,500 transports. Middleborough hosts three (3) 55 and over retirement communities with over 1,000 homes, six (6) nursing homes with over 400 beds and several doctor's offices and clinics. In addition, Compass Medical is currently constructing a 36,000 square foot medical facility near the Middleborough Rotary. The successful bidder is likely to gain significant revenue by providing non-emergency transport services in Middleborough.

Bidding Instructions

All bids submitted in response to this Invitation for Bids (hereafter IFB) must comply with the following instructions. Failure to do so may result in disqualification. If it becomes necessary to revise any parts of this IFB or otherwise provides additional information, an addendum will be issued to all prospective bidders who received copies of this original request, and those who requested in writing to have their names added to the IFB list.

Any request for further information should be directed in written form to:

Office of the Town Manager/ Chief Procurement Officer
Attention: Allison Ferreira
10 Nickerson Ave
Middleborough, MA 02346

Responses will be provided no later than one week from request through the Chief Procurement Officer.

Questions regarding clarification of the terms set forth herein shall be shared with all parties receiving a copy of the IFB, whose names appear on the IFB list mentioned above.

1. The bidder must be satisfied by its own investigations regarding all conditions of the community to make its bid in sole reliance thereon. There will be a bidder's conference on Friday, March 4, 2011 at 11 A.M. at the Middleborough Town Hall, 10 Nickerson Avenue, Middleborough MA to give potential bidders the opportunity to ask questions about the IFB document and bidding process.

Bidding Requirements

All bids submitted in response to this IFB shall meet these minimum requirements. Bidders are requested to respond point-by-point.

1. Each bid shall be submitted with the forms, which are a part of the IFB, completely filled out in appropriate places. The forms are:

    a. Detailed cost of IFB

    b. Commonwealth of Massachusetts Tax Certification

    c. Certificate of Authority

    d. Bidders Signed Statement

    e. Non-Collusion Affidavit

    f. Letter of Intent for Minority/ Women Business Enterprise Participation

    g. A complete set of current and customary rates for the service currently in effect

2. The bidder shall provide a list of all emergency ambulance contracts with Municipalities obtained through an RFP or bid process performed by their company in the past five years, including the name, address and telephone number of a contact person at each Municipality.

3. The bidder shall provide a copy of their most recent financial statements and the complete name and address of at least two (2) financial references.

4. The bidder shall agree that if a corporation is submitting the bids, a clerk's certificate shall accompany the bids, certifying that by vote of the officers of the corporation the signatory is authorized to submit the bids on behalf of the corporation.

Conditions

Bidders are to state, in precise terms, how their bids will meet the conditions set forth below.

A) Service and Staffing Levels:

1) The primary service shall be Advanced Life Support, (hereafter "ALS"), –Paramedic and the ambulance shall be staffed at all times with a minimum of one (1) Emergency Medical Technician, (hereafter "EMT"), - Paramedic and one (1) E.M.T.-Intermediate, licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established there under.

2) The bidder shall as part of the service provide a back-up ambulance at the ALS level, staffed by one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, approved from the Massachusetts Office of Emergency Medical Service, (hereafter "OEMS"), whenever possible. When a Basic Life Support, (hereafter "BLS"), ambulance is utilized in the Town 911 system and the ambulance staff determine that the patient requires Advanced Life Support, they shall make arrangements

5) The bidder shall provide the necessary equipment to permit the primary dedicated ambulance to communicate directly with any Town's dispatch centers as well as their own dispatch for the duration of the contract. The bidder shall provide mobile and hand held unit for the primary dedicated ambulance and all local back-up ambulances with both the Town Fire and Police frequencies. The backup ambulances shall have the Town's Fire and Police frequency and be equipped as described above with both mobile and portable units for direct two-way radio communications, for the duration of the contract.

6) The bidder shall provide radio equipment, for its ambulance(s) serving the Town, which permits direct two-way radio communication between the ambulance(s), and hospital emergency departments to which emergency patients would be transported for the duration of the contract. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch, (hereafter "C- MED)" Radio Network currently in use in Region 5 and Plymouth County C-MED.

7) The bidder shall assume all costs of its supplies, telephone, and diesel fuel, gasoline and oil, maintenance, materials, communication system, equipment, and all other items required in the proper operation of the service. The purchase of motor fuel shall be within the response area of each assigned Ambulance.

8) All vehicles used in primary dedicated or back-up service shall be fit for duty and meet or exceed all State Maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services (OEMS).

9) The primary dedicated ambulance shall be used exclusively to provide emergency services to the Town. This primary dedicated ambulance shall not be used to perform non-emergency work, inside or outside the Town. The Fire Chief and EMS Committee may request documentation to include incident reports, phone records, and/or dispatch tapes to verify the source and/or nature of any ambulance request.

10) Service records of the primary dedicated ALS ambulance shall be made available to the Town at the request of the Fire Chief, EMS Committee, Police Chief or the Board of Selectmen.

11) The bidder shall perform its duties and obligations under this contract in accordance with all applicable federal, state laws and regulations.

C) <u>Area of Operation:</u>

1) The bidder's personnel shall be familiar with Town's streets and landmarks. The bidder agrees that the response time to the location of emergency call, regardless of where the primary dedicated ambulance is housed shall average nine (9) minutes or less 85% of the time. No response time (time that call originates to arrival at the location of the emergency call) shall exceed twelve (12) minutes, without reasonable explanation to the Fire Chief.

2) In order to adequately and safely service more than 70 square miles, adjustments must be considered for the back-up response time compliance. Upon dispatch of the primary dedicated ambulance, the bidder shall immediately dispatch a back-up ambulance to Town in order to minimize response time to the next call. The back up ambulance shall report directly to the Central Fire Station at 125 North Main Street. The average response time for the backup ambulance, weather and road conditions permitting, to the Town, shall be five (5) minutes 85% of the time and ten (10) minutes the remainder of the time.

Subject to Section E (4)(3) below, The bidder shall indemnify, hold harmless and defend the Town, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by The bidder, or its employees or agents. In addition, the bidder shall indemnify and hold harmless the aforesaid parties from and against any and all Claims or Actions, if they arise out of the acts or omissions of Town Personnel (as hereinafter defined) assisting the bidder on a transport trip utilizing the bidder vehicle; provided, however that this provision shall not apply with respect to acts or omissions by Town Personnel that constitute willful misconduct or that are outside of the scope of the Town Personnel's performance of emergency medical services in connection with the transport.

2) Town Obligations

The Town shall indemnify and hold harmless (and upon request, defend) the bidder and each of its subsidiaries, affiliates, subcontractors, employees, agents, officers and directors (each of which persons and organizations is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by the Town, or its public employees.

3) Notice and Defense

As a condition of indemnification under paragraphs (1) or (2), the indemnitee shall

(a) promptly provide written notice to the indemnitor of any Liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder;

(b) at the request of the indemnitor, turn over control of the defense and/or settlement of such action to the indemnitor and;

(c) cooperate fully in such defense or settlement.

4) Survival

The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events which occurred while the Agreement was in force and effect.

E) <u>Insurance:</u>

1) The bidder agrees that upon execution of a contract, the bidder shall provide a performance bond acceptable to the Town, with a surety company, which is acceptable to the Town in the amount of $1,000,000.00, during the duration of the contract. If the bidder defaults on its obligations and duties under this contract, the bond shall require the surety company, if requested by the Town, to complete the contract and perform all other obligations of the bidder set forth in this contract.

2) The bidder agrees that upon execution of a contract, the bidder shall provide a certificate of insurance demonstrating that the following insurance coverage is maintained and naming the Town as an additional insured on an annual basis.

3) The bidder agrees to maintain, during the term of this agreement, the following insurance coverage sufficient to satisfy claims in any event no less than certificate attached and made part hereof arising out of services rendered under this agreement. The bidder will maintain a standard limit of liability or at least five million dollars ($5,000,000).

3) The bidder agrees that they shall promptly forward to the Fire Chief within 24 hours and a copy forwarded to the E.M.S. Committee, a copy of all inspection reports of the primary ambulance serving Middleborough issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. The bidder agrees that any deficiencies noted therein shall be corrected within 24 hours, and any costs incurred shall be the responsibility of the bidder.

4) The bidder shall provide to the Town a monthly breakdown of ALS and BLS transports. The report shall describe the patient condition at time of transport; identify the transports that required ALS and BLS services and the number of transports that ultimately received ALS services. The bidder shall ensure that over 90 % of patients on a monthly basis that require ALS, receive such services.

5) The bidder also agrees to allow municipal officials of the Town or their duly hired representatives to inspect the bidder's financial records in regards to services rendered under this agreement, said records may be inspected on a semi-annual basis.

6) The bidder shall provide the Fire Chief with a copy of its current internal policies and procedures, and will provide a revised copy whenever the existing policies and procedures are updated. Information contained within such policies and procedures may be shared with the EMS Committee if needed.

G) Operating Conditions:

1) The bidder acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized in this contract and that it is not engaged in a partnership, joint venture, or an employer-employee relationship with the Town.

2) The Town agrees that the bidder has the separate right to make claims, demands or bring suit against any individual so provided with ambulance service under this agreement in order to effect payment for services rendered by the bidder, exclusive of Town personnel injured while working, covered under Section K (2).

3) Upon request of the Town's Board of Selectmen or EMS Committee, the bidder will make requested data available for quality control and evaluation of emergency services to the Board of Selectmen, EMS Committee or Fire Chief, who requested it.

4) All medical supplies used by any Public Safety Agency of the Town shall be replaced on a one to one ratio by the bidder, forthwith.

5) The Town makes no guarantee as to the amount of business to be generated under this Agreement.

H) Training:

1) The bidder shall train, certify and re-certify all firefighters and police officers requested in CPR, First Responder, E.M.T. course and S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR) and E911 medical dispatch training, for only the costs incurred by the bidder for such training. Training shall occur as requested by the Fire Chief or the Police Chief.

2) The bidder shall follow the point-of-entry plan and treatment protocols for the Town, as established by Region 5 of the Regional Emergency Medical Services Advisory Council.

3. In the event that there is an unresolved dispute between the bidder and the QA/QI contractor over the scoring of any medium risk and high risk protocol deviations the QA/QI firm shall forward the disputed report to the Office of Emergency Medical Services (OEMS), who will then review it and render an opinion as to whether the care was appropriate. Once OEMS has made a determination whether the infraction stands as scored, or determines that it is to be downgraded or upgraded, the bidder, and the QA/QI firm shall abide by this ruling as final with the final report being forwarded to the EMS Committee and the Fire Chief.

4. Invoices to the Town shall be submitted net of any rent payment owed to the Town with the service fee and rent payment reflected on the invoice.

K) Compensation:

1) In consideration of the faithful performance of the services provided by the bidder pursuant to this agreement the bidder shall receive a service fee annually to be paid on a monthly basis.

2) Said service fee shall include full coverage for all emergency care and transportation of town employees injured in the line of duty.

   a) The bidder shall supply to the Fire Department, on a loan basis, four(4) Semi Automatic External Defibrillators (S.A.E.D) shall be included with the service fee. The Fire Department shall sign a separate loaner agreement at time of loan of units, for $1.00 and shall supply the fire department with the necessary equipment and maintenance to keep them in service at all times, including but not limited to, batteries, defibrillator pads and accessories.

3) The aforesaid payments to be made under the foregoing paragraphs for the term of this agreement are subject to and conditional upon annual appropriations approved by a duly convened town meeting of the Town. In the event such appropriations are not made, the parties hereto or any party hereto may terminate this contract, such termination to be effective at the end of the fiscal year in which appropriations were made to fund this agreement.
The non-appropriation of any of the funds required for this agreement shall not be considered an event of breach.

L) Housing and Posting

Effective July 1, 2011 the Town may allow the bidder to house ___**(#)**___ Ambulances in the Town's Fire Stations. The bidder shall station the primary dedicated ALS ambulance in the Central Fire Station and use of the North and South Stations shall be at the Fire Chief's discretion for use of the back up ambulance. The cost for housing the primary dedicated ambulance, back up ambulance and/or any other ambulance shall be at an additional cost to the bidder. If the bidder decides on an alternative arrangement for housing, the bidder shall obtain housing within one (1) mile of Central Fire Station, with communications tied directly to the Fire and Police Departments. The Town agrees that the activity of the other ambulance shall be governed by bidder's Communications Center. Should the primary dedicated ambulance be dispatched from Central Fire Station or separate housing area, all back-up ambulances shall be staged at the Central Station for primary dedicated coverage of the Town. The bidder's personnel assigned to the Town's Fire Station shall have access to common areas, be provided overnight accommodations and shall be responsible for their fair share of house duties as defined by the Fire Chief and bidder's Supervisor. Effective July 01, 2011 the service fee paid by the Town, under Section K, shall be reduced by __ ___ per month for the duration of the

Selectmen, the Town may notify the bidder sixty (60) days in advance of availability of the Town to provide their own transporting ambulance service (ALS or BLS) as a Primary or Back up provider in the Town of Middleborough.

O) Amendments to Contract

The EMS Committee with the fire chief shall negotiate any additional amendments to the contract and present those amendments, in writing, to the Board of Selectmen, for their approval for the duration of this contract.

P) RFP Information Sheet

Information for this R.F.P. shall be returned in the order shown on following page along with any other forms requested by this R.F.P.

Q) Violations

1) The Fire Chief shall issue any contract violation(s) in writing to the successful bidder. The fine for each violation shall be based on the inclusive total of contract violations, regardless of violation type, during a single Town Fiscal Year (July 1 through June 30). The amount of each fine for a violation shall be as follows:

   1st violation--- **Warning**
   2nd violation--- **$500.00**
   3rd violation --- **$1,000** and any subsequent violation(s) shall be increased by $500.00 per violation. (example: 4th violation $1,500, 5th $2,000 etc.)

   All fines assessed under this section shall be paid within thirty (30) calendar days to the Town of Middleborough.

2) The bidder may appeal any violation through a written appeal and request for review by the EMS Committee. This request shall be in writing within fourteen (14) calendar days of their written notice of said violation. The EMS Committee shall investigate the violation and present their findings and recommendations within thirty (30) calendar days to the Board of Selectmen, at their earliest convenience during a regularly scheduled Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.