

**CITY OF ROCHESTER, NY**  
**Emergency Ambulance Service**  
**Request for Proposals**

Proposals to be received by 5:00 PM  
(November 1, 2019)

Submit Proposals to:  
Rochester Fire Department  
Attn: Willie Jackson, Fire Chief  
C/O Kathleen McManus  
185 Exchange Blvd Suite 665  
Rochester, N.Y. 14614  
Kathy.McManus@cityofrochester.gov

## I. KEY TERMS

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Throughout the document, we use key terms that we will define for reader clarity.

**Advanced Life Support (ALS)** – Advanced services or skills provided by a Paramedic who is certified and credentialed by the appropriate authority that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments approved by the State of New York and the Monroe-Livingston Regional Emergency Medical Services Council.

**Ambulance** – A vehicle that meets State of New York and Monroe-Livingston Regional Emergency Medical Services Council standards to provide medical transportation for sick and injured patients.

**Ambulance Zones** – A geographic area designated by the City to identify specific EMS response areas.

**Basic Life Support (BLS)** – Basic EMS skills that include CPR, defibrillation, bleeding control, splinting, and similar treatments as authorized by the State of New York and the Monroe-Livingston Regional Emergency Medical Services Council.

**Billing System** – The system used by the contractor to collect accounts receivable from the provision of EMS by the contractor. The contractor may subcontract this to a third-party agency provided that all sections of the contract are met.

**Computer Aided Dispatch (CAD)** – The 911 telecommunications system that provides data communications for public safety systems within Rochester.

**Default** – A situation (s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

**Electronic Patient Care Report (E-PCR)** – A computer program that allows EMS and fire service providers to input call and patient data into a reporting system.

**Emergency Medical Services** – The care and transportation of acutely ill or injured patients to an appropriate medical facility.

**EMS Contract Administrator** – The Rochester Fire Department Fire Chief or designee who is designated by the Mayor to oversee the ambulance service contract.

**EMT** – A person certified by the State of New York and credentialed by the agency medical director to provide basic life support services.

**Medical Director** – A New York licensed physician(s), who has (have) been appointed by the Contractor, City of Rochester, Monroe County, or the Monroe-Livingston Regional Emergency Medical Services Council.

**Medical Oversight** – The process of providing on-line and off-line medical oversight of the EMS system.

**Emergency Medical Dispatch System (EMDS)** – An emergency medical dispatch system that provides protocols for triaging 911 requests for medical service and delivering protocol-driven pre-arrival patient care instructions.

**Paramedic** – A person certified by the State of New York and credentialed by the Agency Medical Director and Regional Medical Director to provide advanced life support services.

**Proposal** – A response from vendors wishing to bid on the exclusive contract to provide emergency ambulance service for the City of Rochester.

**Violation Notice** – A notice sent to the contractor by the appropriate agency notifying them of a violation of the EMS contract.

## **II. SYSTEM DESIGN SUMMARY**

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### **A. Overview**

The City of Rochester (“City”) is soliciting proposals for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls. The successful respondent will be the City’s exclusive contractor within the Rochester municipal boundaries.

The purpose of this procurement process is to provide a fully integrated, high performance EMS delivery system. The system is to be built upon a “two-tiered” response that will use the Rochester Fire Department as the primary first responder. The ambulance contractor will provide advanced life support and all EMS transportation. The Rochester Emergency Communications Department will provide Public Safety Answering Point (PSAP) call-taking services, using an Emergency Medical Dispatch System (EMDS). The contractor will provide dispatching services for emergency medical service calls based on the Dispatch Code assigned by the PSAP.

The City will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful vendor will base its delivery model on clearly defined outcome measures and not a level of effort criterion.

It is the City’s desire to have an EMS system that ensures high quality clinical care, provides efficient and reliable EMS services at a reasonable cost to consumers, and provides the community and other stakeholders with an operationally and financially stable system.

### **B. City’s Responsibilities**

The City, in procuring an ambulance contractor, represents the interests of its taxpayers and the general public as consumers of emergency medical services within its municipal boundaries. In this performance-based approach it is the City’s responsibility to:

- Monitor contractor compliance and enforce contractual terms;
- Provide Public Safety Answering Point (PSAP) call-taking services, using a Computer Aided Dispatch (CAD) system that includes the use of a nationally recognized Emergency Medical Dispatch System (EMDS);
- Provide Basic Life Support First Response (BLSFR);
- Provide the contractor with information that will allow completion of contract requirements in a timely manner;

### **C. Contractor’s Responsibilities**

The contractor is responsible for responding to all requests for emergency ambulance service in the designated service area. The requirements for operations are delineated throughout these specifications and will become the basis of the performance-based agreement between the City and the contractor. The contractor shall be responsible for the following:

- Furnishing and managing all personnel required in the delivery of emergency ambulance operations;

- Providing dispatching services for emergency medical service calls based on the Dispatch Code assigned by the PSAP;
- Providing all billing and office personnel;
- Providing local office space for customer assistance, billing activities, and administrative oversight;
- Employing or contracting for agency medical direction;
- Supplying all medical supplies, medications and disposable equipment;
- Providing all vehicles, vehicle maintenance and required insurance per contract requirements;
- Providing in-service training, quality assurance, and improvement monitoring for its providers;
- Providing the required insurance coverage, including but not limited to workers' compensation, for all employees and response personnel operating under the oversight of the Medical Director;
- Providing mutual aid and disaster response services;

The ambulance contractor is responsible for providing all computer billing software, hardware, and other equipment and software utilized by the contractor in the provision of services. Billing and collection services shall be conducted according to the professional guidelines outlined in the agreement.

The contractor is expected to comply with all applicable county, state, and federal requirements pertaining to the delivery of prehospital medical care. Further, the contractor must possess and maintain a State of New York Department of Health Operating Certificate, and a Certificate of Need for the geographic area inclusive of the municipal boundaries of the City of Rochester.

The contractor shall agree to name the Rochester Fire Department as the first responder in the City of Rochester as required by the New York State Department of Health (NYSDOH) EMS Participation Agreement. The agreement is to ensure rapid effective response, appropriate patient care, and the delivery of persons in need of medical care to the appropriate medical facilities through cooperative efforts of organizations consenting to the agreement. The contractor further agrees to provide a clinical affiliation agreement with the Rochester Fire Department EMS course sponsorship as required by the New York State Department of Health (NYSDOH).

The contractor will apprise the City fully, and in writing, of any changes or modification in its deployment practices or anticipated deployment practices that could alter service delivery.

The contractor's business office shall maintain reasonable business hours and be located within city limits. The contractor shall establish and maintain a published telephone number for customer contacts and an updated web-page for customer service inclusive of billing and corporate contact information.

The contractor must agree that all facilities necessary to provide services are located within the City of Rochester, and are in compliance with the Zoning Code and any other applicable codes.

Within 60 days of contract implementation, the contractor must have a disaster recovery plan in place that is acceptable to the City.

The contractor will be assessed an annual fee of \$300,000 payable to the City within 30 days of initiating service or after the start of subsequent contract years. Each year the annual fee will increase to account for a Cost of Living Adjustment (COLA). It will increase annually by the consumer price index for All Urban Consumers (CPI-U) for the Northeast Region over the prior 12 months, or by 2.5%, whichever is greater. Failure to pay the subsidy fee will require the vendor to pay interest at the maximum rate allowed by law.

In awarding this Agreement, the City recognizes that an ambulance contractor may, through poor business planning, management, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Default of the Agreement. In such case, the City has the right to cancel the Agreement without penalty and replace the contractor in order to ensure public health and safety. The prospective contractor should assume that the City is likely to select a replacement should the contractor fail to provide adequate EMS services.

#### **D. Schedule of Events**

Unless specifically notified by the City of Rochester of a schedule change, the following procurement schedule will be adhered to:

September 30, 2019.....	RFP Posted by the City of Rochester
October 9, 2019.....	Deadline for Questions
October 14, 2019.....	Amendments & question responses Posted
November 1, 2019.....	RFPs due no later than 5 PM
November 2019.....	Selection and recommendation to City Council
December 2019.....	City Council Authorizes Contract
January 31, 2020.....	Draft Contract Prepared
March 2020 .....	Final Contract Signed
April 1, 2020.....	New Contract Takes Effect

The dates shown above may be subject to change within the City of Rochester’s sole discretion and upon written notification as set forth herein.

### **III. BACKGROUND AND SERVICE AREA SUMMARY**

The City believes that the current fire-based BLSFR with commercial ambulance transportation model is effective. The City is seeks a performance-based delivery model that uses comprehensive reporting and monitoring techniques to assure the highest level of patient care and cost accounting.

## **A. Description of Service Area**

Refer to pages 41-44 for a full description.

## **B. Historic Service Volume**

The following indicates the service level volume for emergency ambulance calls in the City of Rochester, as provided by the City of Rochester Emergency Communications Department:

2015 total City Contract calls: 64,574

2016 total City Contract calls: 66,391

2017 total City Contract calls: 65,615

2018 total City Contract calls: 66,507

# **IV. PROGRAM RESPONSIBILITIES**

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## **A. Scope of Services**

The contractor shall furnish all personnel necessary for the delivery and oversight of emergency ambulance service for the entire population of the City of Rochester. The contractor is also responsible for providing medical direction and clinical oversight for all aspects of ambulance service. Additionally, the contractor shall furnish stand-by special events and training evolution coverage when requested, limited reasonable mutual aid services to the surrounding area, and comprehensive reporting, as specified in this proposal.

The contractor shall be the City's exclusive emergency ambulance provider within the city, except where another provider has been contracted pursuant to Article 30 New York State Public Health Law.

## **B. Response Time Performance**

Response times are a combination of dispatch operations and field operations. Because this agreement is performance-based, the City will not limit the contractor's flexibility in the methods of providing EMS service other than the requirements described herein. However, the City reserves the right to review and approve contractor's deployment plans and shall require a strong and on-going working relationship between the City, the Rochester Fire Department, and other involved stakeholders. In order to respond to the changing needs of the community, response priorities and response time standards will be detailed in appendices of the contract in order to allow necessary modification without requiring modification of the contract itself. This agreement is based on the contractor's commitment to conform to the response time standards. This system will be based on the City's processing of requests for service and the contractor dispatching resources in accordance with the contractor's deployment plan. Response time shall be measured in minutes and integer seconds, and shall be "time stamped" by the City's CAD system.

1. Definition of Response Priorities:

Response priorities shall be determined by the Rochester Emergency Communications Department (ECD) based on the Dispatch Codes as approved by the Monroe County EMS Medical Director.

2. Response Time Requirements:

Response times are a key element to providing the most appropriate clinical care to a community. A system which categorizes the response by patient acuity is the standard of care. This system is utilized by the ECD and is constantly modified based upon quality improvement and patient outcome data. This system is currently undergoing modification, which will involve a slight modification to response times based upon new event types. The modified system will go into effect December 1, 2019. The Contractor agrees to adopt any new or modified Dispatch Codes and their correlating response priorities used by ECD.

The current system and its associated response times are as follows. For each response presumptively determined to be Priority 1 or 2, the contractor shall place an ALS unit on scene within 8 minutes and 59 seconds at 90% reliability for all assignments, in each zone, each month, in the municipal service area depicted in Attachment – Service Area.

For each response presumptively determined to be Priority 3 the contractor shall place an ALS unit on scene within 12 minutes 59 seconds at 90% reliability for all assignments, in each zone, each month, in the municipal service area depicted in Attachment – Service Area.

For each response presumptively determined to be Priority 4 the contractor shall place an ALS or BLS unit on scene within 17 minutes 59 seconds, at 90% reliability for all assignments, in each zone, each month, in the municipal service area depicted in Attachment – Service Area.

3. Response Time Measurement Methodology:

The response time measurement methodology employed can significantly influence operational requirements for EMS systems. The following are applicable:

- a. Time Intervals: System response times are measured from the time the call is received by the contractor until the first arriving transport capable unit or Paramedic first response unit is on scene.

For the purpose of the RFP and the Agreement, the contractor's emergency response times shall be measured from the time the contractor is notified by CAD that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving transport capable unit or Paramedic first response unit. All data points must meet National EMS

Information System (NEMSIS) standards. The time stamp that will be used is the time that the vehicle is assigned the marker referred to as “assigned” in the CAD system.

Arrival at the incident location means the moment the first transport capable unit or paramedic first response unit is parked to allow the crew to exit to approach the patient. In situations where the transport capable unit or paramedic first response unit has responded to a location other than the scene (e.g., staging areas for hazardous materials or violent crimes in progress) arrival at scene shall be the time the transport capable unit or paramedic first response unit arrives at the designated staging location.

In instances when the transport capable unit or paramedic first response unit fail to report “at scene,” the time of the next communication with the ambulance shall be used as the “at scene” time. However the contractor may appeal such instances when it can document the actual arrival time through another means (e.g., GPS data).

- b. Ability to downgrade responses: The Contractor may utilize a first-responding paramedic on scene with the patient to downgrade a response from ALS Priority 1 or 2 to BLS, and incur the BLS (Priority 4) performance requirement provided the patient does not require ALS services. For events in which the Fire Department co-responded and a Paramedic first response unit is the first-arriving Ambulance vehicle, the paramedic will assume primary patient care responsibilities. Under no circumstances shall a paramedic release care to the BLS first responding Fire Company. A fire company will not be unduly held on scene waiting for a transport unit. All instances are to be reviewed by the Contractor’s Medical Director and will be made available to the Rochester Fire Department Medical Director upon request.
- c. The contractor will also report the time “at patient” defined as the time when the EMS provider begins assessing the patient or for multi-patient incidents, the initiation of patient triage.
- d. The contractor may cancel a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene or the ECD. If an assignment is cancelled prior to arrival on the scene, the contractor’s compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.
- e. Response Times outside Designed Service Area Excluded: The contractor shall not be held accountable for emergency response time compliance for any assignment outside the limits of the service area identified in the Attachment – Service Area.

- f. Each Incident a Separate Response: Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving unit will be used to compute the response time for the incident.
- g. Response Time Exceptions and Exception Requests: The contractor shall maintain the ability for backup capacity, in order to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control will affect the achievement of the specified response time standards. Exceptions require the approval of the Fire Chief or designee. If the contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors" beyond the contractor's control, the contractor may request an exception. Any such request must be in writing and received by the Rochester Fire Chief or their designee within five business days of the end of each month and shall include the historical volume and staffing levels for the time period involved and the actual staffing levels for the period of time or calls being requested as an exemption. The request shall also include supporting evidence such as weather information or other data that supports the request as an "unusual factor". Equipment failure, traffic congestions, vehicle breakdown or other such "incidental occurrences" shall not be grounds to grant an exception. The determination of the Fire Chief shall be final and binding on both parties. If such exceptions are granted those incidents will be removed from the total call count used to determine contract compliance.

### **C. Penalties for Contract Violation**

In order to provide quality EMS care and maintain a successful relationship between the City and the contractor, the City must strictly enforce all parts of the agreement. The City will cite the contractor for any violation and assess a penalty, either monetary, performance, abatement or a combination thereof. During City declared emergencies, the Fire Chief may suspend time-based performance requirements. Penalties for each violation shall include:

1. Failure to arrive with a transport capable unit at a Priority 1 call within 12 minutes and 59 seconds: \$400;
2. Failure to arrive with a transport capable unit at a Priority 2 call to which the Rochester Fire or Police Department has been dispatched within 14 minutes and 59 seconds: \$200;
3. Failure to arrive with a transport capable unit at a Priority 3, 4 call to which the Rochester Fire or Police Department has been dispatched within 14 minutes and 59 seconds: \$100;

4. Failure to respond to a call (e.g. if no one responds to a call, call gets lost, etc.): \$2,000.00;
5. Failure to meet the 90th percentile response time standards as specified in Section II.B.3, per priority, in each designated zone per month:

<b>Zone Compliance</b>	Priority 1	Priority 2	Priority 3	Priority 4
<90%	\$2,500	\$1,000	\$500	\$250

Per call penalties will not be assessed by the City to the contractor when the contractor is compliant with, or exceeding the 90% response time reliability standard for the priority in that zone.

With respect to response time performance in general, the contractor will be considered fully compliant with, and not in default under this Agreement, whenever its response times meet the 90% standard for all priorities in all four zones.

6. Failure to respond with a paramedic at ALS criteria calls: \$500;
7. Failure to submit all required reports after 15 days beyond the designated deadline: \$1,000, plus \$500 per day, for up to 30 days;
8. Other violations not listed above: violation notice but no monetary penalty. Such violations may be used as a basis to decide whether to renew this Agreement.

#### **D. Issuance of Violation Notice**

The Fire Chief (or designee) will be responsible for issuing all violation notices.

#### **E. Actions upon Receiving a Violation Notice**

1. Violation notices will be sent on a standard form by either first-class mail, hand delivery, or electronically.
2. Upon receiving the form, the contractor may take the following actions:
  - a. Pay the proposed fine and complete any abatement required. Payment must be made to the City Treasurer and any abatement must be completed within thirty (30) days of violation notice issuance; or
  - b. Appeal the fine or abatement action using a reporting format as designated by the Fire Chief.
3. To appeal, the contractor shall note their intention on the violation notice and forward it to the Fire Chief within fifteen (15) days of receiving the violation.

4. The Fire Chief will schedule a hearing for each violation. The Chief may choose to hear all cases within one (1) day each month.
5. The contractor may attend the hearing and present evidence or witnesses to answer the violation notice.
6. The Chief will issue a written decision to the contractor that may take any of the following actions:
  - a. Dismiss the violation;
  - b. Sustain the violation and order abatement but suspend any monetary penalty;
  - c. Sustain the violation and impose a penalty up to the designated fine; or
  - d. When applicable, order the beginning of default procedures.
7. Except as designated within the Agreement, the Chief's decision is final.
8. The Chief, at his or her discretion, may designate an alternate designee to conduct the hearing.
9. Hearing timelines may be modified by agreement of the City and the contractor, although timelines or any procedural issues listed above will not stop the City from taking any emergency action necessary to keep the EMS system performing.

## **F. Vehicles, Vehicle Maintenance and Equipment Repairs**

It is the contractor's responsibility to provide ambulances capable of transporting patients that meet Federal requirements for ambulance construction, State of New York, and Monroe-Livingston Regional Emergency Medical Services Council minimum standards. The contractor shall also provide all medical and technical hardware and software needed to properly equip each ambulance.

It is the contractor's responsibility to maintain and equip each ambulance in accordance with State of New York and Monroe-Livingston Regional Emergency Medical Services Council Guidelines for EMS transport vehicles. The contractor and its medical director may choose to stock each vehicle with additional equipment, tools, and protective clothing beyond that which is required by state and regional guidelines.

Vehicle maintenance shall be the responsibility of the contractor in accordance with the warranty maintenance specifications of the vehicle manufacturer. Records shall be kept for all maintenance and repair work and shall be made available to the City upon request. The City expects all ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner.

Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises its function must be immediately removed from service. All maintenance costs

shall be the responsibility of the contractor. Any vehicle repairs, parts replacements, or general up-keep shall be the responsibility of the contractor. Vehicles are to be kept clean and fully stocked. The contractor shall maintain, store, and dispose of all bio-medical equipment and by-products in accordance with industry standards.

Equipment Requirements: Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods as required by State of New York and Monroe-Livingston Regional Emergency Medical Services Council. It is the responsibility of the contractor to maintain sufficient quantities of goods and supplies to adequately stock and re-stock vehicles without interruption of services. The contractor is expected to have additional supplies and equipment in a secure location within City limits to allow the re-stocking of first line vehicles on a 24/7 basis throughout the contract period.

## **G. Dispatch and Radio Communications**

The contractor is responsible for the cost and maintenance of all Computer Aided Dispatch and radio equipment. The contractor shall also process requests for emergency medical care made directly to the agency using a nationally recognized EMDS.

1. The Contractor's computer aided dispatch (CAD) system will be used to record dispatch information for all ambulance activities. The contractor's CAD time system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, shall be recorded electronically and kept for a minimum of 180 days. The Contractor's CAD system shall meet the requirements of data reporting as specified herein. The contractor's dispatch system shall be able to connect to the ECD CAD for recording of response data. ECD will give no less than 180 days notice of the installation or change to a new CAD system in order to assure the Contractor is able to have uninterrupted CAD to CAD interface through any transition.
2. The Contractor shall be capable of providing the following to the ECD:
  - a. Electronic data of every response;
  - b. Color-coded prioritization of deployment planning, display of calls received for responses pending, responses in progress, and status of ambulance resources available for service;
  - c. Continuous display of unit time in each response status;
  - d. Immediate recall on any current or previous response for inquiry by date, incident number, or location;
  - e. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation; and

- f. The Contractor will maintain a direct CAD to CAD connection with ECD to receive updated information for each incident. It will not be the responsibility of the ECD to use phone or radio to provide the contractor updated information.

## **H. Data and Reporting Requirements**

The ability for a community to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The City requires the contractor to provide detailed and periodic reporting as follows:

1. Operational and Clinical Reporting Requirements: Contractor shall provide within 10 days after the first of each month, reports detailing its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on CAD data in generating its response time reports. Reports will include citywide, and individual zone/priority data for response time analysis.
  - At a minimum, the following will be provided by the contractor in operational monthly reports:
    - Total responses (per incident, not number of units that responded)
    - Total patients transported
    - Total cancelled calls
    - Total patient refusals
    - Distribution of responses by time of day and day of week
    - Response time summary for all responses, by priority, for all four zones
  - Clinical Performance reports shall be submitted every three months in a manner specified by the City's Medical Director but will not exceed the clinical care performance metrics identified by the Monroe Livingston Regional EMS Council.
2. Electronic Patient Care Reporting (E-PCR): The contractor will institute and maintain an electronic patient care reporting system.

The contractor will be responsible for training all personnel in the use of the E-PCR system.

The contractor shall ensure that the E-PCR system is compatible with regional and state reporting requirements, and uploading of PCR's to the Greater Rochester Regional Health Information Organization.

## **I. Coverage and Availability**

These specifications are for a performance agreement. The City neither accepts nor rejects the contractor's level of effort estimates, rather the City accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the response

time and other performance results required by the terms of the agreement as outlined in these specifications.

1. **Initial Ambulance Coverage Plan:** Notwithstanding the above, the proposals must include descriptions of proposer's initial ambulance coverage plans for the City of Rochester service area, the number of ambulance and reserve ambulance units required, supervisory units, personnel and other components that it will use to meet the performance standards required herein. Acceptance by the City of the proposer's offer shall not be construed as acceptance of the proposer's proposed level of service.
2. **Ambulance:** The ambulance vendors will use a four (4) zone plan that is consistent with the four City Council districts (See attached).
3. **24/7 Coverage:** It is the intent of this proposal to enter into an agreement with the contractor that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the contractor that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (City cultural and celebration events, man-made or natural disasters, adverse weather events, mass casualty incidents, and transportation accidents or other high call volume periods without explanation) the contractor will rapidly increase its staffing and available ambulances to an appropriate level to meet the new demand. The contractor is required to provide emergency contact information and maintain the accuracy of this information, in order to contact key personnel during a critical emergency or during disaster situations.

## **J. Rochester Fire Department BLSFR Role**

On all incidents, the ranking Rochester Fire Department officer will be responsible for incident command as espoused by the National Incident Management System (NIMS). The incident commander may, when appropriate, designate the contractor's personnel to assume roles within the Incident Command Structure. The contractor's EMS provider with the highest level of certification will be responsible for the medical care of patient(s) in accordance with EMS protocols.

Fire personnel will support the care provided by the contractor on-scene, and when the situation warrants, will accompany ambulance personnel to assist with care en route to the hospital.

The contractor shall develop written guidelines for the replacement of all applicable medications, medical supplies, and other disposable supplies utilized by the Rochester Fire Department and the Rochester Police Department in the delivery of patient care. All such supplies, equipment, and medications shall be replaced on a no cost basis to the City on a one for one as used basis preferably on scene. This shall include any medications and supplies added to the continuum of care during the contract period and all extensions. Initial stock and resupply of expired medications and supplies will not be supplied or resupplied by the contractor.

## **K. Risk Management and Loss Control Provisions**

The City believes that education and aggressive prevention of conditions in which losses occur, is the best mechanism to avoid injuries to the contractor staff, city personnel and patients. Therefore, the City requires the contractor to describe in its proposal its current risk management program. The loss control program shall include: pre-screening of potential employees (including drug testing), initial and on-going driver training using a curriculum equivalent to an Emergency Vehicle Operators Course, randomized and significant event investigations (e.g., motor vehicle accident with injuries or any vehicle accident which requires the towing of the ambulance from the scene of the accident), lifting technique training, hazard reduction training and other training or policy guidelines that are directed towards injury prevention and accident avoidance.

## **L. Deployment Planning and Disaster Response**

The contractor shall be actively involved in planning for and responding to any declared or undeclared disaster in the City. Disaster coordination is to be facilitated through the Rochester Fire Department Office of the Fire Chief and the City's Emergency Manager.

Within sixty (60) days of signing a contract, the contractor will report as to how they will comply with the Comprehensive Emergency Plan. This plan will be submitted to the Rochester Fire Chief and the City's Emergency Manager for review and incorporation into the City's Emergency Management Plan.

1. Supervisory Training and Participation in Drills and Exercises: The contractor's supervisory personnel will be required to complete incident command training and hazardous material training or other training as required by the City's emergency manager. Contractor involvement shall include participation in training, drills and exercise without additional charge to the City. The contractor may be considered for eligible grant funding when applicable, for the above described drills and exercises.

Within sixty (60) days of this signed Agreement, all EMS providers and Contractor staff will be certified in NIMS to the appropriate level as listed in the City's Emergency Management Plan (CEMP) (See Attached). The NIMS Training Matrix in the CEMP outlines the categories of responders, and the required training for each level. The Contractor will also supply a list of all employees, position and level of NIMS certification every August during the contract term to the City's Emergency Manager.

2. Performance Criteria During Disaster Situations: In the event of a declared disaster within the City of Rochester, or in the event the Monroe County Office of Emergency Management directs the contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended and the contractor shall respond in accordance with the respective disaster planning document. The contractor shall use whatever resources necessary, subject to approval by the Fire Chief or City Emergency Manager, to maintain primary emergency services in the City. During the period of a declared disaster, the City may not impose performance requirements for response times and other performance criteria.

3. Reimbursements for Disaster Related Costs: Any additional eligible direct costs resulting from the performance of disaster services during a federally declared disaster that are non-recoverable from third parties may be invoiced for payment using federal funds by the City consistent with the then-applicable Federal guidelines. This shall not include any cost for maintaining the normal level of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal costs for these non-reimbursed additional disaster services.
4. The contractor agrees that upon request of a fire or law enforcement incident commander, they will provide reasonable and clinically appropriate resources.

### **M. Mutual Aid**

The contractor will participate in any mutual aid agreements as directed by the Rochester Fire Chief. The Fire Chief shall not unreasonably withhold approval of agreements.

### **N. Service Inquiries and Managing Complaints**

The contractor shall log all inquiries and service complaints, including complaints involving billing and collection issues. The contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitation imposed by patient confidentiality restrictions and HIPAA privacy rules.

It is the desire of the City that the contractor notify the Fire Chief regarding any actions that could reflect negatively on the City or its employees. In these situations it is essential that this notification be made as soon as possible.

### **O. Prohibition of Contract Transfer without Prior Approval**

The contractor agrees that they will not transfer or assign any provisions of this Agreement to another entity or service provider without prior written approval of the Mayor.

## **V. CLINICAL AND EMPLOYMENT PRACTICES**

### **A. Medical Oversight**

The contractor shall furnish and fund all medical oversight services including the services of a Medical Director.

1. Duties of the Medical Director:
  - a. Review and approve agency medical oversight standards and training requirements (including if necessary written and practical testing) for EMS personnel providing care under the Medical Director's authority.

- b. In consultation with the City and the contractor, develop standards applicable to on-board equipment used in the delivery of first responder and emergency ambulance services within the service area.
- c. No less than once every three months, report to the City EMS Medical Director on the clinical aspects of the quality of care.
- d. Monitor all aspects of system performance including clinical quality of care and verification of response time performance.
- e. Attend meetings with the City EMS Medical Director in order to obtain insight and feedback concerning quality patient care within the City.

## **B. Personnel Qualifications and Staffing**

1. **Minimum Staffing:** The contractor is required to staff each ALS unit with a minimum of one Paramedic and one EMT. BLS units must be staffed with a minimum of two EMTs. At the contractor's option the requirement for EMT staffing levels on any units may be enhanced to higher levels of training without obligation to the City.
2. **Qualifications:** Personnel will be appropriately certified or licensed by the State of New York and their functional privileges will be specifically authorized by the Medical Director in accordance with medical oversight policies.
3. **Professionalism:** The City expects and requires professional and courteous control and appearance at all times from the contractor's ambulance personnel, supervisors, middle managers and top executives. The contractor shall address and correct any occasional departure from this standard of conduct.
4. **Employment Practices and Background Checks:** All persons employed by the contractor shall undergo a background check conducted by the contractor. This shall include, at a minimum, a check of criminal records, driving record, verification of EMS credentials. The contractor must independently judge the employability and potential liability associated with employing any individual with a past history of criminal offenses. The contractor shall provide the City with its specific policies concerning drug and alcohol use and sexual harassment. In addition, the contractor shall provide as part of this proposal its employment policies relating to the hiring of employees with felony and misdemeanor convictions.
5. **Key Personnel:** The City will, in part, base the award of the Agreement upon the qualifications of the organization and upon the qualifications of its key personnel. The contractor will be expected to furnish the personnel identified in the proposal submitted and throughout the term of the agreement. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications.

6. The contractor shall provide the City with a copy of its personnel policies and procedures manual, to include diversity policies and recruitment and retention strategies.
7. Experience: The City will, in part, base its award on the experience of the provider and key staff personnel in administering, managing, and operating a 911 emergency ambulance provider program.

### **C. OSHA and Other Regulatory Compliance**

It is the City's expectation that the contractor will adopt procedures specifically for the City of Rochester contract that will meet or exceed the regulatory requirements for occupational safety and health including but not limited to infection control, blood borne pathogens and TB. These precautions shall be designed for both the safety of ambulance personnel and first responders. Additionally, such measures would include, but not be limited to written procedures and directives, universal precautions, periodic training and safety alerts, annual medical screenings and the wearing of personal protection equipment. The Contractor shall ensure adherence to all HIPAA guidelines.

### **D. Discrimination Prohibited**

Throughout the performance of this agreement, the contractor agrees that it will comply with the anti-discrimination policies of the City of Rochester and all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, the contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated hereunder. The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, gender, sexual orientation, disability, or marital status.

The City of Rochester is committed to assuring that all contractors' employment practices emphasize access, inclusion, and fairness, with special attention focused on diversity throughout the organizational structure. The City expects that potential bidders will clearly discuss how they will accomplish this task.

### **E. Equal Employment Opportunity and Title VI**

1. The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV - Contract Compliance. The City further does not discriminate on the basis of handicap status as defined in 31 CFR, Part 51, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and 31

CFR, Part 51 and shall submit documentation regarding Equal Opportunity upon the City's request.

2. Definitions:

GOOD FAITH EFFORT shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin or identity.

3. Compliance: If selected, the contractor shall comply with all of the following provisions of this Equal Opportunity Requirement:

- a. The contractor agrees that it will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to the Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The contractor agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under the Agreement or any subcontract hereunder, the contractor, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the contractor, reflecting this nondiscrimination policy.
- b. If the contractor is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency

that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

- c. The contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.
4. Title VI: The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Such requirements also apply to contractors of the City, where applicable. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.

## **F. Establish a Drug-Free Workplace**

The contractor agrees, in accordance with New York laws, to establish a Drug-Free workplace within its Rochester operations. These guidelines will include, but not be limited to;

1. A published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon the employees for drug abuse violations.

3. Impose a sanction on, or require satisfactory participation in a drug assistance or rehabilitation program, by any employee convicted of a drug-related crime or determined to be in violation of the contractor's drug and alcohol control policy.
4. At the beginning of the contract period have a drug-testing program in effect that addresses both pre-employment drug screening and the periodic testing of employees. The contractor will also encourage a smoke-free workplace.

## **VI. FINANCIAL AND ADMINISTRATIVE PROVISIONS**

### **A. Term of Contract and Renewal Provisions**

The initial term of the Agreement ultimately executed by the contractor shall be for a period of 4 years beginning April 1, 2020. The City may offer, at its sole option, and based in part upon the contractor's superior performance, two (2) twelve (12) month renewals. The offer of extension shall be for one 12-month extension after the completion of the initial 4-year contract period and then a second 12-month extension at the completion of the first 12-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of the City. If the City determines that an extension of the contract is warranted, such offer shall be made at least nine months prior to the scheduled end of the term of the Agreement or previously granted extension. After the City's notification to the contractor of its intent to extend, the contractor shall decide within 30 days if it intends to accept the invitation to extend the Agreement.

### **B. Methods and Form of Compensation**

The contractor receives a variety of compensation for providing services. The following are the specific types of compensation available to the contractor in this procurement:

1. **Market Rights:** The City, except as otherwise outlined in these specifications, shall use the contractor exclusively for the performance of emergency ambulance services within the defined service area boundaries.
2. **User Fees:** The primary financial compensation for the contractor for the services rendered under this RFP will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other payers.
3. **Return of Equipment:** The contractor agrees to return any City-issued equipment, vehicles, and radios in good working order at the termination of the agreement. For any equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, except for normal wear and tear, the City shall repair or replace the said equipment at the contractor's expense.

4. Term of Offer: The term of the proposer's offer shall be in effect for at least 180 days from the closing date of this request for proposals.

### **C. Ambulance Fees and Guidelines for Rate Increases**

The ambulance contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the contractor as part of this procurement process.. All emergency transport rates shall be based on the patient condition or the services rendered. There is no intent on the City's part to require ALS care on every situation found.

The ambulance contractor shall provide as part of their proposal a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:

- Single Base Rate Charge and what items are included and excluded from the base charge.
- Mileage charge
- Any additional services that may be charged to the patient.
- Emergency stand-by charge at special events

Disclosure of Fee Schedule: It is the City's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such the contractor shall establish as part of this proposal its full and complete rate schedule for all services and charges.

### **D. Billing System and Access to Information**

The contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The City's goal is for the contractor to collect the maximum amount available from patients and third-party payers, without unduly pressuring those who legitimately cannot pay.

The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection. Policies about acceptance of assignment and write-off should be specifically addressed.

1. Local Access: A specified local phone number for inquiries from patients and third-party payers will be provided by the contractor for patient's use. Should the ambulance contractor elect to manage its account receivables from a location other than the Rochester area, a local access phone number still must be provided.
2. Web Page Access: The ambulance contractor shall provide billing and payment information that is account specific in a web-based format. Patients shall have the opportunity to make inquiries, obtain account information, locate company contact information, and make payments on a secure on-line web page.

3. **On-scene Collection Prohibited:** For services provided within the Rochester service area, the contractor shall not engage in on-scene collection for local services at scene, en route, or upon delivery of the patient at the receiving medical facility.
4. **Third-Party Billing and Collection:** The contractor may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the City on the contractor.
5. **Audits and Inspections:** The contractor shall provide the City, upon request and at the contractor's sole expense, with an audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 150 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

At any time during normal business hours and as often as may be reasonably deemed necessary, City representatives may observe the contractor's office operations, and the contractor shall make available to the City for its examination any and all business records, including incident reports, patient records, and financial records of the contractor pertaining to the Agreement. The City may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, daily logs, employment agreements, and other documentation and records sufficient for the City to fulfill its oversight role.

A City representative may ride as a "third-person" on any of the contractor's ambulances at any time, provided, that in exercising this right to inspection and observation, City representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the contractor's employees' duties, and shall at all times be respectful of the contractor's employer/employee relationship.

## **E. Insurance Requirements**

At the time that this contract is awarded and throughout the term of the Agreement, the contractor shall meet or exceed the following requirements:

1. Prior to the time the contractor is entitled to commence any part of the project, work or services under the Agreement, contractor shall procure and maintain the minimum insurance coverage and limits as provided herein. Said insurance shall be evidenced by delivery to the City of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the City and licensed or permitted to write insurance by the New York Department of Insurance, listing coverage and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.

- a. Commercial general liability insurance, including but not limited to, contractual, liability assumed under the Indemnity provisions of this Agreement, premises, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall not be less than \$5,000,000 bodily injury and property damage combined single limits; without aggregate. The insurance shall include fire legal liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - b. Professional medical malpractice insurance (ambulance attendant's malpractice) including errors and omission with minimum limits of \$5,000,000 per occurrence without aggregate.
  - c. Workers compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
  - d. Commercial automobile liability-bodily injury, property damage and collision covering all vehicles used under the Agreement for owned, hired and non-owned vehicles provided by the City or others, with limits of not less than \$5,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide coverage regardless of actual vehicle ownership
  - e. Uninsured and underinsured motorist coverage of at least \$300,000 shall be provided.
  - f. Umbrella coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements Required: Each insurance policy shall include the following conditions by endorsement to the policy:
    - a. Each policy shall require that thirty (30) days prior to its expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be sent to the City at its address of record by the insurer. Contractor shall notify the Fire Chief in a like manner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the contractor from its insurer; and nothing shall absolve the contractor of this requirement to provide notice.

- b. Companies issuing the insurance shall have no claims against the City for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the contractor.
    - c. Except for worker's compensations coverage all such policies shall name the City, its officers, employees, and the Medical Director, as additional insured.
  3. All insurance shall be maintained with companies:
    - a. Holding a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
    - b. Licensed or permitted to operate in the State of New York; and
    - c. In good standing with the New York Department of Insurance or similar agency.
  4. Self-insured Risk: Any program of self-insurance risk employed by the contractor shall be subject to prior approval and ongoing monitoring by the City and its legal counsel. In addition to any assurances required by the City under this provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met to the City's satisfaction:
    - a. Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair contractor's ability to performance obligations under the Agreement;
    - b. The coverage contemplated shall at a minimum be equivalent to the coverage required under Paragraph one (1), above;
    - c. Throughout the term the City shall be immediately notified of any claims in excess of two hundred fifty thousand dollars (\$250,000), the amount reserved against potential claims, or other program changes, which may adversely affect the contractor's ability to provide insurance against the risk as required in the Agreement; and
    - d. The self-insured program meets and complies with all applicable laws and regulations.
  5. Indemnification: The contractor (as indemnitor) will be required to indemnify, save, and hold the City, its officers, and employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the contractor in its performance under

the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local government agencies on the City by reasons on the contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however that the indemnity is not intended to cover claims against City arising solely of City's own negligence or intentional misconduct. For purposes of this section, the term "City" shall include the City of Rochester, its officers and employees, the Medical Director, and its agents and assigns.

The following provisions shall control the indemnity provided hereunder:

- a. **Indemnity Defense:** The contractor, at its sole cost and expense, shall fully and diligently defend the City against any claims brought, investigations undertaken, or actions filed which concern claims for which the City is indemnified. The contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of the City upon City approval. The contractor, acting in good faith and in the best interest of the City, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City so long as such compromise or settlement does not impose a liability on the City not fully covered and satisfied by the indemnity provided by this section or, in the City's judgment, subject to any material adverse order, judgment, decree which impairs its image or ability to operate its business as previously conducted. Otherwise, the City reserves the exclusive right to reject any such compromise or settlement and prosecute the claim at the contractor's expense. The contractor shall inform the City, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of the City and its legal counsel.
- b. **Reimbursement for Expenses:** The contractor shall reimburse the City for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement thirty (30) days after receiving notice that the City has incurred such costs.
- c. **Cooperation of the Parties and Notice of Claim:** The contractor and the City shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of the fact coming to the party's attention which is likely to lead to a claim against either party. Each party agrees to cooperate in good faith with the other and respond to any such audit or review, as well as the defense of any such claim.

## **F. Federal Employer Identification Number and Corporate Identification**

The contractor shall provide all vital and accurate information relating to corporate information as registered with State of New York, the New York Department of Business and Professional Regulations, and the federal government. Such information shall include at a minimum but not limited to the following:

- Name of corporation
- Type of corporation
- Authorization to transact business in New York
- Registration of any fictitious names
- Names of officers
- Corporate address
- Federal identification number
- Contact person for company
- Name and title of person authorized to sign legal documents on behalf of the company

## **G. Non-Collusive Proposal Certification**

By submission of this proposal, each party and each person signing on behalf of any party certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently and in good faith without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the party and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other proposer or to any competitor.
3. No attempt has been or will be made by the party to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

## **H. Demonstration of Financial Depth and Stability**

Proposers shall provide documentary evidence, which clearly discloses the financial history of its organization and demonstrates that it has:

- The financial capacity to handle the implementation and start-up costs) necessitated by the award of the Agreement;
- Copies of financial statements for the most recent two-year period, which shall be provided to the City with the proposal. Audited financial records are preferable. If

audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review;

- Expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise);
- Information that demonstrates a clear and convincing capability to implement and manage a billing and collection system. Such information shall be provided to the City with the proposal. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the Agreement;
- The ability to secure the insurance coverage required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP; and
- Proposer shall detail any and all notifications of pending insurance (separate listing for auto and professional liability) claims, investigations, and settlements including both status and resolution.

## **I. Default and Termination of Agreement**

If conditions or circumstances constituting a default as set forth in this section exist, the City shall have all rights and remedies available at law and equity under the Agreement, specifically including but not limited to the right to terminate the Agreement, the right to pursue the contractor for damages and the right of emergency takeover as set forth in Section J. All the City's remedies shall be non-cumulative and shall be in addition to any other remedy available to the City. Conditions and circumstances that constitute default of the Agreement shall include the following:

1. Failure of the contractor to operate the EMS system in a manner which enables the City and the contractor to remain in compliance with federal state or county laws, rules, or regulations, medical control policies and/or related rules and regulations adopted pursuant thereto;
2. Failure of the contractor to meet the Monroe Livingston Regional EMS Council standards of care;
3. Falsification of information supplied by the contractor during or subsequent to this procurement process;
4. Failure of the contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data,

- patient report data, response time data, performance measurements, financial data or falsification of any other data under the agreement;
5. Failure of the contractor to maintain equipment in accordance with the manufacturer recommended maintenance practices;
  6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
  7. Failure of the contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
  8. Making an assignment for the benefit of creditors; filing a petition of bankruptcy; is adjudicated insolvent or bankrupt; petitions to apply for a custodian, receiver or trustee for a substantial part of its property; commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
  9. Failure of contractor to cooperate with and assist the City after a default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond contractor 's reasonable control;
  10. Acceptance or payment by contractor or any of contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of contractor or contractor's employees could reasonably be construed as a violation of federal, state or local law, or this Agreement;
  11. Failure of contractor to maintain insurance in accordance with the Agreement;
  12. Failure of contractor to consistently meet response time requirements as set forth in the Agreement for four (4) or more months in any twelve (12) month period;
  13. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
  14. Any other failure of performance, clinical or other system standards of care as required in the Agreement and which is determined by the City to constitute a default or endangerment to public health and safety;
  15. Restriction, suspension, or revocation of operating licenses or certifications imposed by Monroe County or the State of New York; and

16. Contractor debarment by CMS.

## **J. Provisions for Curing Default and Emergency Take Over**

In the event the Mayor determines that there has been a material breach by the contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such default shall constitute a default of the Agreement. In the event of a default, the City shall give the contractor written notice, delivered in-person or via certified mail to the contractor's local address, setting forth with reasonable specificity the nature of the default and the reason such default endangers the public's health and safety. Contractor shall have the right to cure such default within five (5) calendar days of receipt of such notice. Within twenty-four (24) hours of receipt of such notice, contractor shall deliver to the Mayor, in writing, a plan of action to cure such default. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of Mayor) or contractor fails to timely deliver the cure plan to the City, the City may, in exercising an emergency take-over, assign the ambulance contract in part or whole to an alternate provider.

The contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the City. Nor shall such dispute by contractor delay the City's access to the funds made available by the performance letter of credit or surety bond. These provisions shall be specifically stipulated and agreed to by all parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the emergency take-over has been completed, and shall not under any circumstances delay the process of an emergency take-over or the City's access to performance security funds as needed by the City to finance such take-over of operations.

## **K. "Lame Duck" Provisions**

Should contractor fail to prevail in a future procurement cycle, contractor shall agree to continue to provide all services required in and under the Agreement until the new contractor assumes service responsibilities. Under these circumstances contractor will, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor service and operating cost to maximize profits during the final stages of the Agreement; and

3. City recognizes that if a competing organization should prevail in a future procurement cycle, contractor may reasonably begin to prepare for transition of service to the new contractor. City shall not unreasonably withhold its approval of contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair contractor's performance during this period.

## **L. General Provisions**

1. **Assignment:** The contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the Mayor and any assignment made contrary to the provisions of this Section may be deemed a default of the Agreement and, at the option of the Mayor, shall not convey any rights to the assignee. Any change in contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment.
2. **Permits and Licenses:** The contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, the contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that the contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services. The contractor shall be responsible for ensuring that its employees' state and local certifications and licenses as necessary to provide the services, if applicable, are valid at the beginning of the contract period, and are valid and current at all times throughout the contract period.
3. **Compliance with Laws and Regulations:** All services furnished by the contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including HIPAA and the American Recovery and Reinvestment Act. It shall be the contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the Medical Director.
4. **Product Endorsement/Advertising:** The contractor shall not use the name, logos, or registered trademarks of the City for the endorsement of any commercial products or services.

5. Omnibus Provision: Contractor understands and agrees that for four (4) years following the conclusion of the Agreement it may be required to make available upon written request of the Secretary of the U.S. Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.
6. Warranty Regarding Consideration and Procurement: Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the proposer to procure or solicit an Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the proposer, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, proposer represents that its pricing has been arrived at independently and without collusion. It has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee in breach of any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of the resulting Agreement.
7. Relationship of the Parties: Nothing in the Agreement resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.
8. Rights and Remedies Not Waived: Contractor will be required to covenant that the provision of services to be performed by the contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefor shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by City constitute or be construed to be a waiver by City of any default or covenant in this Agreement.. City's payment shall in no way impair or prejudice any right or remedy available to the City with respect to such default. Further, any failure by the City to enforce the requirements of the Agreement shall not be considered a waiver of the Agreement's terms nor shall it modify the contractor's legal requirements under the Agreement in any way.
9. Consent to Jurisdiction: Contractor shall consent to the exclusive jurisdiction of the courts of the State of New York or a federal court in New York in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Monroe County, New York.

10. End-term Provisions: The contractor shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term. The cost to prepare such documentation is the sole responsibility of the contractor.
11. Notice of Litigation: Contractor shall agree to notify City within twenty-four (24) hours of any litigation or significant potential for litigation of which Contractor is aware. Further, contractor will be required to warrant that it will disclose in writing to the City within five (5) business days all litigation involving the contractor, contractor's related organizations, owners, and key personnel.

### **M. Alternative Dispute Resolution - Mediation**

In an effort to control costs, be time efficient, and most importantly preserve relationships, the City and contractor may agree to use mediation procedures to reconcile and resolve contract disputes, except for the provisions covered under emergency take-over by the City and penalties for respective performance.

Mediation: Mediation involves a third-party mediator assisting the parties in reaching an agreement. It is a voluntary process that allows for conflict resolution without involving litigation.

The following guidelines will be used for mediation, unless parties agree otherwise:

1. All parties must agree to proceed with mediation.
2. A mediator will be jointly approved by both parties. If the parties are unable to agree to a mediator, one will be selected using the American Health Lawyers Association (AHLA) selection process.
3. Cost for mediation services will be split equally by all parties, except that in cases involving the public and the contractor, the contractor will be responsible for all mediation costs.
4. Mediation will be conducted under the rules of the American Health Lawyers Association (AHLA).
5. If an agreement is reached, the parties involved or their representatives will prepare and execute any agreements.
6. Participation in mediation does not cause any party to waive any legal rights.

## **VII. SUBMISSION AND REVIEW OF THE RFP**

### **A. General Submission Information**

1. **Procurement Time Frames:** The schedule for the City of Rochester Ambulance Service procurement is outlined above. Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the proposer.
2. **Cost of Participation:** All costs of participation in this procurement process shall be borne by the proposer. The City reserves the right to reject all proposals.
3. **Authority to Verify Credentials and Proposal Submissions:** Proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for owners, officers, and key personnel. If the company is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the Agreement or in the preparation of the proposal need be submitted.
4. **Own Expertise and Judgment Required:** Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the Agreement. By "methods" the City means, compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer's strategies and tactics for accomplishing the task. The City recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the City hopes to promote innovation, efficiency, and superior levels of performance.
5. **Estimated Business Volumes and Payer Distributions:** The City specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes, or frequency of special events coverage that may be business within the City are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.
6. **Exceptions:** Proposers taking material exception to the City's specifications shall be disqualified. The purpose of submittal of written questions is to provide clarification of the RFP and its specifications before submission of proposals. If your organization has questions regarding the RFP and its specifications, submit your request for clarification at or before the question submittal deadline to obtain a ruling on the matter before submitting the proposal.

7. Official Contacts Only/Requirement to Disqualify: Proposers are advised that all correspondence regarding this procurement, including the questions referred to above, should be delivered in writing to:

Rochester Fire Department  
Attn: Willie Jackson, Fire Chief  
C/O Kathleen McManus  
185 Exchange Blvd Suite 665  
Rochester, N.Y. 14614  
Kathy.McManus@cityofrochester.gov

Correspondence regarding this proposal should not be sent to any other City employee. Substantive questions raised by any proposer will be posted to and answered on the City's website. Any information obtained by proposers from any source other than written communication from Chief Jackson C/O Ms. McManus should be considered unofficial and quite possibly in error. All proposers hereby agree that the City shall retain one complete set of all submitted materials for its files and two sets of the winning proposal for its records. If the proposers desire other copies be returned it shall advise City in writing of such request, and all material, except as defined above, shall be returned.

8. Proposal Deposit: No deposit is required.
9. Sealed Submission: Each proposer should submit one original paper copy and 10 electronic USB Flash Drive PDF versions of its proposal signed by the proposer's contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: "Rochester Ambulance Services Proposal," name of proposer, address of proposer, and name of the primary contact person. Submissions must be received at the Rochester Fire Department Offices 185 Exchange Blvd Suite 665, Rochester, N.Y. 14614, no later than the time and date specified herein.

## **B. Review of Proposals**

During the review phase, proposals are reviewed by the City of Rochester to ascertain which proposals address all requirements of the RFP and to prepare technical and financial analysis to document the adequacy of proposals. Proposals determined, in the City's sole discretion, to be technically non-responsive shall be eliminated. Once the qualified proposals have been determined, oral presentations may be required by the City staff from the top three selected proposers for each section to clarify specific matters presented in the proposals.

1. Investigations of proposers' submissions and services may be conducted as deemed necessary by the City. This could include a site visit should one be required.
2. Oral presentations may be required by the City of Rochester or the Rochester City Council. These presentations will be conducted in the City at a time and place prescribed by the City.

3. The City of Rochester may request additional information from a proposer to clarify specific contractual matters.
4. The City of Rochester may reject any and all bids.

## C. Review Criteria

The City will use a committee to evaluate each proposal. The committee may interview proposers in the process of ranking the proposals that will ultimately provide their recommendation to the Mayor and City Council. The Mayor will present the recommended proposal to the City Council who shall have the final authority approving a contract agreement with the proposed vendor. The City reserves the right to accept or reject any proposal.

The Mayor or City Council may conduct investigations into the proposers' submissions and claims as it deems necessary. Furnishing false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Proposers may be requested to give presentations and answer questions on their proposals to the committee. Presentations will be limited to a maximum of thirty (30) minutes, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session. All information requested from the proposers for inclusion in the proposal is important.

- Approach to System Design
- Clinical and Employment Practices
- Financial Capabilities/Administrative and Report Practices
- Past Experience of Provider and Key Personnel References

Each proposal will be reviewed to determine if the proposer can meet the City's requirements as set forth in the RFP. The proposer must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

Each proposer may ask for an exception from specific requirements. The reason for each exception must be included in the proposal and the City is under no obligation to grant any exception.

The committee will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

The committee will rank those proposals that meet the minimum qualification in order by score and forward a list of up to three proposals to the Mayor. The Mayor will choose from the list of qualified proposals and may recommend a primary and back-up proposal for ambulance service to the City Council. The decision of the City Council is final.

The Respondent selected and authorized by City Council will be required to enter into a Professional Services Agreement (PSA) with the City.

MWBE and Workforce Goals: The City of Rochester desires to encourage minority and women owned (MWBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.

Respondents shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the consultant shall receive **an additional weighting of 5%**. If MWBE subcontractors will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**.
3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
  - a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subcontractors during the term of the PSA.
4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their and/or their subcontractors' workforce on this Project meets or exceeds these goals shall receive

an additional weighting of 10%. If selected, the Respondent shall submit a Workforce Staffing Plan on the City’s Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

5. If selected, the Respondent shall provide MWBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City’s forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.
7. Summary of additional evaluation weighting points for MWBE and Workforce Goals:

<b>Category of Additional Evaluation Points</b>	<b>Additional Weight Awarded</b>
Respondent is New York State Certified MWBE	10%
Utilize MWBE Subcontractors for 10-20% of work	5%
Utilize MWBE Subcontractors for more than 20% of work	10%

City of Rochester location preference: The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants located in the City, through an additional weighting of 10%. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Other Criteria: Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

The selection of a Consultant is within the City’s sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to

waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

#### **D. Miscellaneous**

The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.

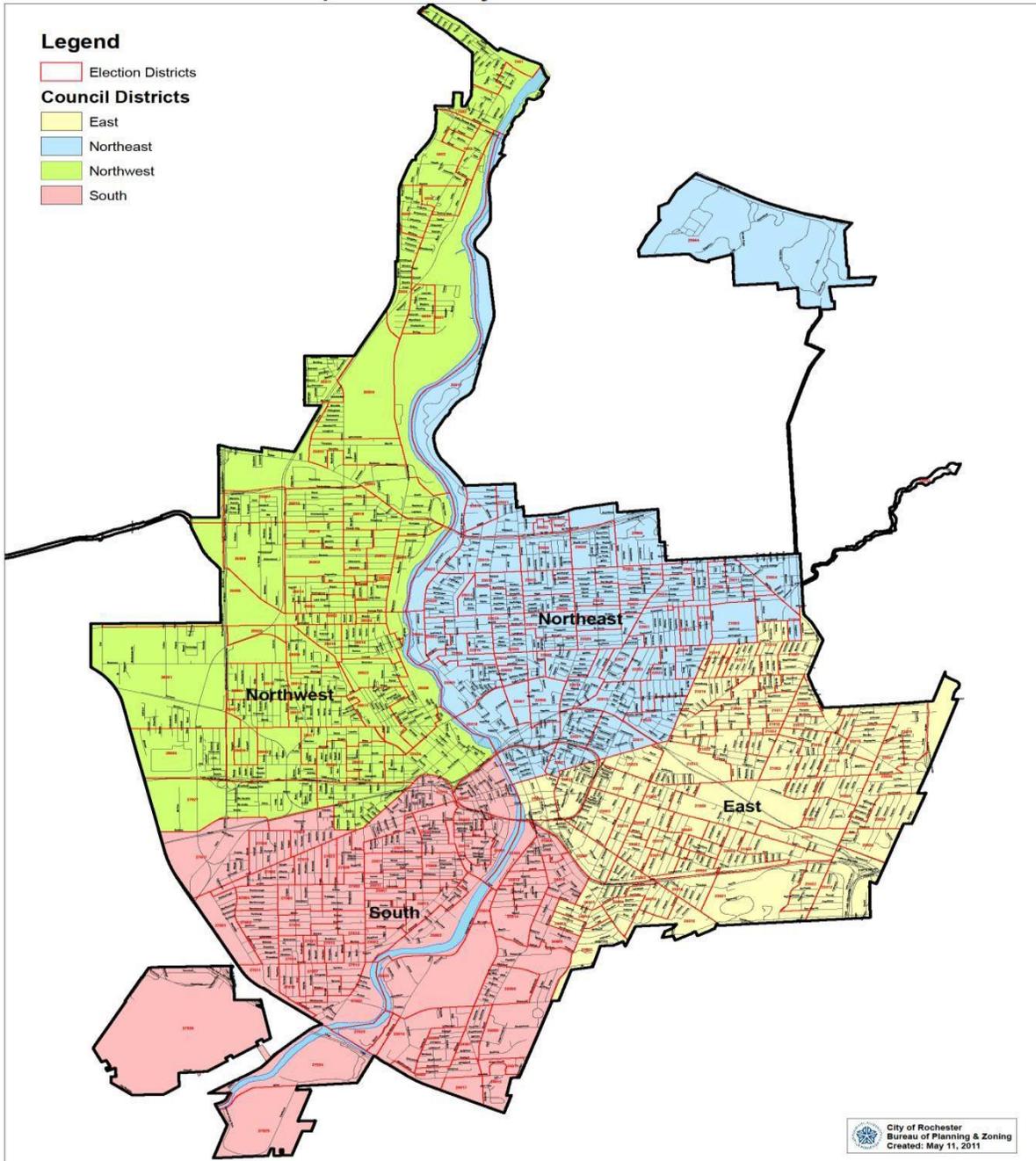
The City may request additional information from any Respondent to assist the City in making its evaluation.

The proposal and all materials submitted with the proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a proposal shall constitute a binding offer by Respondent to provide the services at the prices described therein until such time as the parties enter into a PSA.

# ATTACHMENT – SERVICE AREA

## City of Rochester Proposed City Council Districts



## **City Council Districts**

### **East District:**

The East District shall include all the area described within the boundaries as follows; Beginning on the centerline of the Genesee River and its intersection with the centerline of East Main Street; Thence easterly along the centerline of the East Main Street to its intersection with East Avenue; Thence southeasterly along the centerline of East Avenue to its intersection with the centerline of North Chestnut Street; Thence northerly along the centerline of North Chestnut Street to its intersection with the centerline of East Main Street; Thence easterly along the centerline of East Main Street to its intersection with the centerline of North Goodman Street; Thence northerly along the centerline of North Goodman Street to its intersection of Clifford Avenue; Thence easterly along the centerline of Clifford Avenue to its intersection with Lyceum Street; Thence northerly along the centerline of Lyceum Street to its intersection with Fernwood Park; Thence easterly along the centerline of Fernwood Park to its intersection with Walbar Street; Thence southerly along the centerline of Walbar Street to its intersection of Clifford Avenue; Thence easterly along the centerline of Clifford Avenue to its intersection with Woodman Park; Thence northerly along the centerline of Woodman Park to its intersection with Seymour Road; Thence easterly along the centerline of Seymour Road to the easterly boundary of the City; Thence southerly along the easterly line of the City including the area known as Densmore Creek to the southerly boundary of the City; Thence westerly along the southerly boundary of the City to its intersection with Elmwood Avenue; Thence westerly along the centerline of Elmwood Avenue to its intersection with the centerline of South Goodman Street; Thence northerly along the centerline of South Goodman Street to its intersection of Rockingham Street; Thence westerly along the centerline of Rockingham Street to its intersection with Mount Vernon Avenue; Thence northerly along the centerline of the Mount Vernon Avenue to its intersection with Caroline Street; Thence easterly along the centerline of Caroline Street to its intersection with Meigs Street; Thence northerly along the centerline of Meigs street to its intersection with Interstate 490; Thence generally northwest along the centerline of Interstate 490 and the Inner Loop to the centerline of the Genesee River; Thence northerly along the centerline of the Genesee River to its intersection of the centerline of East Main Street and the place of the beginning.

### **North-East District:**

The Northeast District shall include all the area described within the boundaries as follows: Beginning at the intersection of the centerline of the Genesee River with the shore of Lake Ontario; Thence southerly along the centerline of the Genesee River to its intersection with the centerline East Main Street; Thence easterly along the centerline of East Main Street to its intersection with the centerline of East Avenue; Thence southeasterly along the centerline of East Avenue to its intersection with the centerline of North Chestnut Street; Thence northerly along the centerline of North Chestnut Street to its intersection with the centerline of East Main Street; Thence easterly along the centerline of East Main Street to its intersection with the centerline of North Goodman Street; Thence northerly along the centerline of North Goodman Street to its intersection with Clifford Avenue; Thence easterly along the centerline of Clifford Avenue to its

intersection with Lyceum Street; Thence northerly along the centerline of Lyceum Street to its interception with Fernwood Park; Thence easterly along the centerline of Fernwood Park to its intersection with Walbar Street; Thence southerly along the centerline of Walbar Street to its intersection with Clifford Avenue; Thence easterly along the centerline of Clifford Avenue to the its intersection with Woodman Park; Thence northerly along the centerline of Woodman Park to its intersection with Seymour Road; Thence easterly along the centerline of Seymour Road to the easterly boundary of the City; Thence northerly along the easterly boundary of the City to the northerly boundary of the City; Thence westerly along the northerly boundary of the City to a point 33 feet easterly from the centerline of Culver Road; Thence northerly and parallel to the centerline of Culver Road to a point 33 feet northerly from the centerline of Hoffman Road produced easterly; Thence northwesterly parallel to the centerline of Hoffman Road to a point 33 feet easterly from the center line of Wisner Road; Thence northerly and parallel to the centerline of Wisner Road to the southerly boundary of Durand Eastman Park; Thence easterly along the southerly line of Durand Eastman Park to the easterly line of Durand Eastman Park; Thence generally northerly along the easterly boundary of Durand Eastman Park to the shore of Lake Ontario; Thence westerly along the shore of Lake Ontario to the westerly line of Durand Eastman Park; Thence generally southerly along the westerly line of Durand Eastman Park to the intersection of the southerly line of Durand Eastman Park; Thence generally easterly along the southerly line of Durand Eastman Park to a point 33 feet westerly from the centerline of Wisner Road; Thence southerly and parallel to the centerline of Wisner Road to a point 33 feet south of the centerline of Hoffman Road produced westerly; Thence southeasterly and parallel to the centerline of Hoffman Road to a point 33 feet westerly from the centerline of Culver Road; Thence southerly and parallel to the centerline of Culver Road to the northerly boundary line of the City; Thence westerly along the northerly line of the City to the easterly line of the City on the east side of the Genesee River; Thence generally northerly along the said easterly City line to the shore of Lake Ontario; Thence northwesterly to the center of the Genesee River and the point of beginning.

**North-West District:**

The Northwest District shall include all the area described within the boundaries as follows: Beginning at the intersection of the centerline of the Genesee River with the shore of Lake Ontario; Thence southerly along the centerline of the Genesee River to its intersection with the Inner Loop; Thence southwestly along the Inner Loop to its intersection with Interstate 490; Thence northwesterly along the centerline of Interstate 490 to its intersection with the centerline of Brown Street; Thence southwestly along the centerline of Brown Street to its intersection with West Main Street; Thence westerly along the centerline of West Main Street to its intersection with West Avenue; Thence westerly along the centerline of West Avenue to its intersection with Colvin Street; Thence northerly along the centerline of Colvin Street to its intersection with the former New York Central Railway; Thence southwestly along the New York Central Railway to its intersection with Buffalo Road; Thence generally westerly along the centerline of Buffalo Road to the westerly boundary of the City; Thence northerly following the westerly boundary of the City to its intersection with the shore of Lake Ontario; Thence easterly

along the shore of Lake Ontario to the centerline of the Genesee River and the point of beginning.

**South District:**

The South District shall include all the area described within the boundaries as follows: Beginning at the intersection of the westerly boundary of the City with Buffalo Road; Thence easterly along the centerline of Buffalo Road to its intersection with the former New York Central Railway; Thence northeasterly along the former New York Central Railway to its intersection with Colvin Street; Thence southerly along the centerline of Colvin Street to its intersection with West Avenue; Thence easterly along the centerline of West Avenue to its intersection with West Main Street; Thence easterly along the centerline of West Main Street to its intersection with Brown Street; Thence northeasterly along the centerline of Brown Street to its intersection with Interstate 490; Thence easterly along the centerline of Interstate 490 to its intersection with the Inner Loop; Thence northeasterly along the centerline of the Inner Loop to its intersection with the Genesee River; Thence southerly along the centerline of the Genesee River to its intersection with Interstate 490; Thence southeasterly along the centerline of Interstate 490 to its intersection with Meigs Street; Thence southerly along the centerline of Meigs Street to its intersection with Caroline Street; Thence westerly along the centerline of Caroline Street to its intersection with Mount Vernon Avenue; Thence southerly along the centerline of Mount Vernon Avenue to its intersection with Rockingham Street; Thence Southeasterly along the centerline of Rockingham Street to its intersection with South Goodman Street; Thence southerly along the centerline of South Goodman Street to its intersection with Elmwood Avenue; Thence easterly along the centerline of Elmwood Avenue to its intersection with the easterly boundary of the City; Thence generally southerly along the easterly boundary of the City to the southerly boundary of the City; Thence generally along the southerly boundary of the City, including Genesee Valley Park, to the westerly boundary of the City; Thence generally along the westerly boundary of the City, including the Rochester-Monroe County International Airport, to its intersection with Buffalo Road and the point of beginning.