

Manager/Clerk's Report April 2026

ACTION ITEMS/RESOLUTIONS

- Water Authority transition: We are working towards a May 4th turnover date. Both the office and DPW are working on the checklist provided by the authority. I am asking for clarification on a few billing items. The customers we do not have automated meters for; I am asking if we need to obtain an actual reading. The next couple of months will be hectic for the front office as we help the residents migrate from us to the authority. Vicky will be coming over from the DPW to help and possibly Debbie Jones if her schedule allows.
- Budget: The budget public hearing is at 6:30 p.m.; the budget notice has been submitted to the paper and is displayed on the website.
- Memorial Day parade request: The request is on the agenda for consideration and approval.
- Community Center pointing: We had the bid opening on Wednesday the 1st; one bid was received; this is the company that normally does the pointing each year for the community center. This project will require more insurance as it involves work on the chimney area. Our insurance company is requiring a 10 million liability rider to complete the work, which increase the cost of the project significantly. Chad and I can discuss more at the meeting, as we will be overbudgeted.
- Summer hours: The office staff would like to ask the board if they are in favor of summer hours, which would be similar to the DPW beginning the week of May4th until the end of September. Monday through Thursday, 7:30 – 4:30 and 7:30 – 1:30 p.m. on Friday. A resolution is on the agenda.
- NYCOM Annual Meeting: I would like to attend the annual meeting May 13th-15th; please let me know if any of the board members would like to attend. The annual conference information is located on the NYCOM website.
- Citizen of the year: Does the board want to set a date to celebrate the new Citizen of the Year?

- Ambulance district: The Town Board approved the RFP at their last meeting. The Supervisor requested the Village Board review and approve the document at this coming meeting on April 7th. The Town will then send out the RFP; typical response time is 30-45 days. I plan on having a meeting sometime in May to review the proposals.

INFORMATIONAL ITEMS

- Frontier Fiber: The Village engineer has received and reviewed up to five plans for Lucky Grove who Frontier contracts with to install fiber in more areas around the Village. The engineer is asking for more details to be provided on the drawings. They are planning on beginning this work in May.
- Newsletter: Amy will begin working on the newsletter this month; please submit any items you would like to have in the spring issue.
- Chicken case: The case was settled this past month; both property owners accepted a plea deal pleading guilty to illegal disposal of waste, and each had a \$250.00 fine.

Community Center:

- Daycare is up to date on their rent.
- Renovations are underway for the relocation of the building department to the senior lounge, new mayor's office and update of the boardroom.
- Assistant Superintendent will update the board on the pointing bid.
- Planning for the boiler project will be this month.
- Zoning Board: The next meeting is on Monday, April 13th at 6:30 p.m. Both Parkland and Pleasure Lanes tower is on the agenda. William P Johnson, Independent Radio-frequency Engineering Consultant and Professor Emeritus, has been hired to conduct a study on aesthetics and whether the site needs to be at the proposed location or whether it might be located elsewhere.
- Mayor's dinner: The annual Mayor's dinner is Saturday, April 18th at the Memorial Art Gallery, cash bar at 5:15 – 6:30 – dinner at 6:30 p.m.
- Server update: I have begun researching and have demonstrations scheduled this coming month with Springbrook and the team. If we migrate to the cloud, it wouldn't be until next year. I have confirmed with IT that it should be fine.
- Annexation/Hillside Dr: The Gary Sinise Foundation is working on preparing a new map for the County showing the new boundary lines. No further action this month.

- Policies: The annual policies were sent in a separate email to be reviewed and approved.



The American Legion
HISCOCK-FISHBAUGH Post 788
P.O. Box 51
Hilton, New York 14468

10 March 2026

Village Mayor, Village Manager, and Village Board
Village of Hilton, New York
59 Henry Street
Hilton, NY 14468

Dear Mayor, Village Manager, and Trustees -

Hiscock-Fishbaugh American Legion Post 788 is grateful for the long-standing support provided to the Post by the Village of Hilton's Mayor, Board of Trustees, and employees. This is especially true during our annual Memorial Day and Veterans Day ceremonies on the Community Center grounds and gazebo. Once again, we respectfully request the use of your streets and facilities for our Memorial Day parade and ceremony on Monday, May 25, 2026.

Like last year, we are planning a Memorial Day parade in the Village of Hilton with a shortened route. We will step off at 10:30 a.m. from the St. Paul's Lutheran School loop onto East Avenue, proceeding west to Main Street and onto West Avenue, concluding at the south end of the Community Center after turning onto Henry Street. At that time, we will hold a short ceremony, starting at approximately 11:00 a.m., on the south lawn of the Hilton Community Center. After honoring America with the National Anthem and some brief remarks on the significance of the day, we will lower the memorial flag near the gazebo and conclude with the playing of Taps with a rifle salute to honor the fallen. Noting that this is the semiquincentennial of the United States, we are collaborating with the Parma Hilton Historical Society and the local America 250 committee to recognize Hilton-Parma ancestors who fought in the Revolutionary War and are interred in Parma. Our primary point of contact for this year's parade is our Post Adjutant, Kyle Mullen.

We thank you and the residents of the village for your support and look forward to this year's community ceremony and celebration.

For God and Country!

Bradford Helmer
Bradford Helmer
Commander
Hiscock-Fishbaugh Post 788

Cc: (via e-mail)
Village Manager

Request for Proposals (RFP)

Ambulance Services for the Town of Parma, New York (Including the Incorporated Village of Hilton)

RFP Number: TBD

Issued By: Town of Parma, New York (In coordination with the Village of Hilton)

Issue Date: TBD

Proposal Due Date & Time: TBD

Submission Address: Town Supervisor Town of Parma 1300 Hilton-Parma Corners Road P.O. Box 728 Hilton, NY 14468

Contact: Town Supervisor **Email:** supervisor@parmany.gov

Phone: (585) 392-9461

Website for Updates: parmany.gov (Check for addenda or clarifications)

1. Introduction and Background

1.1 Purpose

The Town of Parma, Monroe County, New York, is soliciting proposals from qualified emergency medical services (EMS) providers to procure comprehensive ambulance services for the Town, including the incorporated Village of Hilton. This procurement aims to ensure reliable, high-quality Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance response, transport, and related services. The selected provider will operate under a multi-year contract, delivering 24/7/365 coverage while integrating with local emergency systems and stakeholders.

Proposals must address the unique needs of the Town's suburban/rural character and the Village of Hilton's denser population core, emphasizing equitable service delivery, rapid response times, and fiscal responsibility to the entire area (District) with no exceptions.

Commented [DM1]: Question for Maureen, this is a sample draft of a RFP, does this format conform to our past RFP's

Commented [MW1R2]: I would not know as I have not done with Town

Commented [DM2]: This was Suggested by Tod

1.2 Community Profile

- **Town of Parma:** Located in western Monroe County, approximately 16,000 residents across 42 square miles. Key features include residential areas, agricultural lands, Lake Ontario shoreline, and community facilities. Current EMS challenges include increasing call volumes (~1600 annually), volunteer shortages, and reliance on mutual aid.
- **Village of Hilton:** Incorporated within the Town, population ~5,975–6,000. Compact urban core with higher density (e.g., around Main Street, schools, and parks). Represents about 37% of the Town's population but may generate a disproportionate share of calls due to demographics and events.
- **Existing Services:** Currently provided through local fire districts (e.g., Hilton Fire Department for first response) and mutual aid from regional providers (e.g., Monroe Ambulance or CHS Mobile Integrated Healthcare). This RFP seeks to formalize and enhance services, potentially through a dedicated contract or in support of a proposed special taxing district.

Commented [DM3]: Any updates to this are appreciated

1.3 Legal and Regulatory Context

This procurement is governed by New York State General Municipal Law §122-b (authorizing contracts for ambulance services) and Town procurement policies. If tied to a special taxing district (under Town Law Article 12-A Section 209), the contract will incorporate district-specific funding and oversight. Providers must comply with New York State Department of Health (DOH) Bureau of EMS regulations, including Article 30 of the Public Health Law. Recent state legislation (e.g., 2023–2025 bills recognizing EMS as essential) supports enhanced funding models.

The Town reserves the right to negotiate, reject proposals, or cancel this RFP at any time.

2. Scope of Services

The selected provider shall deliver comprehensive EMS and ambulance services district-wide, with specific metrics for the Village of Hilton to ensure accountability. Services include:

2.1 Core Emergency Services

- Provide BLS and ALS ambulance response for all 911-dispatched calls, including medical emergencies, trauma, cardiac events, and inter-facility transports.

Commented [DM4]: I'm unsure if there is any village law that has to be complied with

Commented [MW4R2]: There are no specific village Laws, it is the Town Law Art 12-A Section 209

- Maintain a minimum of one (1) fully staffed and equipped ambulance dedicated to the Town/Village 24/7/365, with surge capacity for high-demand periods (e.g., events or weather-related incidents).
- Integrate with Monroe County Emergency Communications (911 PSAP) for dispatch and coordinate with local first responders (e.g., Hilton Fire Department).

2.2 Staffing and Training Requirements

- Employ certified personnel: EMTs, Advanced EMTs, and Paramedics licensed by NY DOH.
- Minimum staffing per ambulance: One (1) EMT and one (1) Paramedic for ALS-capable units.
- Provide ongoing training programs compliant with DOH standards, including CPR, ACLS, PALS, trauma care, and opioid response.
- Demonstrate strategies for staff retention, recruitment (e.g., local hiring preferences in Parma/Hilton), and handling shortages (e.g., backup staffing plans).

2.3 Response Time Standards

- **District-Wide Targets:** ~~The proposal shall specify the Contractor's intended response time~~ Average response time of 78 minutes for Priority 1 (life-threatening) calls and ~~≤12 minutes for~~ Priority 2 (non-emergencies), measured from dispatch to on-scene arrival.
- **Village of Hilton-Specific Metrics:** Separate tracking and reporting for calls within Village boundaries. ~~Target: ≤7 minutes average~~ ~~The proposal shall specify the Contractor's intended response times~~ for Priority 1 calls, accounting for the Village's compact geography and potential traffic in core areas.
- ~~Penalties for non-compliance: Financial deductions (e.g., 5% of monthly subsidy per percentage point below target, negotiable).~~

2.4 Equipment and Vehicles

- Supply DOH-certified ambulances equipped with:
 - Advanced monitoring (e.g., defibrillators, pulse oximeters).
 - Life-saving supplies (e.g., oxygen, IV kits, medications).
 - Communication systems compatible with Monroe County 911 and local agencies.

Commented [DM5]: These metrics need a review

Commented [MW5R2]: That would be something that the town would set out. I am not privy to what are proper response times

Commented [MW5R3]: Here is what I found : Call
 Priority Required Response Time Compliance Goal
 Priority 1 – Life Threatening 8 minutes or less 90% of calls
 Priority 2 – Serious but Non-Life Threatening 12 minutes or less 90% of calls
 Priority 3 – Non-Emergency Transport 20 minutes or less 90% of calls

Response time performance shall be measured monthly and reported to the Town.

- Maintain vehicles to NY DOH standards, with regular inspections and replacement plans (e.g., no vehicle older than 7 years).
- Consider strategic staging (e.g., one unit near Hilton Village center for optimized response). Regarding Strategic Staging, the Hilton-Parma Fire District has offered staging space in the fire district facility at a no cost option to the contractor. Details regarding space utilization and facilities offered shall be negotiated with the Hilton-Parma Fire District.
- The EMS Ambulance provider is reminded that they will be expected to participate in the Monroe County Mutual Aid Ambulance Agreement. With this in mind, the responder should provide a "Backfill Plan" with their proposal, discussing how they intend to handle this type of activity.

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2.5 Billing, Revenue, and Financial Management

- Handle all patient billing, insurance claims (including Medicare/Medicaid), and collections.
- Propose a fee schedule (e.g., BLS base rate \$800, ALS \$1,200, mileage \$15/mile). Cost proposal shall be structured to show the following:
 - Rate for an Ambulance stationed in the District providing BLS services
 - Rate for an Ambulance stationed in the District providing ALS services

Regarding the above listed rates, the EMS ambulance provider should discuss in the proposal the differences in the between stationing a BLS or ALS ambulance at the Town/Village Ambulance District and the impact to services in the Ambulance District
- Remit a negotiated portion of revenues (e.g., 20-30%) to the Town to offset costs or taxes. Provide financial projections, including estimated annual subsidy needs (-\$300,000 - \$500,000 in Year 1, adjusted by revenues).

Commented [DM6]: Diana could speak to the financial management aspects of this, I'm thinking it should be similar to the Gates Ambulance contract from a financial standpoint

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2.6 Reporting and Compliance

- Submit monthly reports to the Town Board and Village Board representatives, including:
 - Call volumes (total + breakdown by Town vs. Village zones).
 - Response times (district-wide + Hilton-specific).
 - Patient outcomes, complaint resolutions, and quality metrics (e.g., survival rates for cardiac arrests).

- Financial summaries (revenues, expenses, subsidy usage).
- Comply with all regulations: HIPAA for privacy, OSHA for safety, and federal/state EMS standards.
- Maintain insurance: [See Section 2.9 General liability ≥\\$5 million/occurrence, professional liability ≥\\$3 million, auto ≥\\$1 million.](#)

2.7 Community Outreach and Integration

- Conduct public education programs (e.g., CPR/AED training, stop-the-bleed workshops) at least quarterly, tailored to Parma and Hilton (e.g., sessions at Village parks or Town recreation centers).
- [Participate in the following local events: \(e.g., Hilton Apple Fest, Parma community days\):](#)
 - [Town of Parma](#)
 - [Summer Smash](#)
 - [Holiday on Main Street](#)
 - [5K Club Run](#)
 - [Trunk-or-Treat Halloween Event](#)
 - [Hilton Parma Fire](#)
 - [HFD Carnival Day 1](#)
 - [HFD Carnival Day 2](#)
 - [HFD Carnival Day 3](#)
 - [HFD Carnival Day 4](#)
 - [Community Open House](#)
 - [Six \(6\) Days for Fire/Burn simulations located at North Greece Fire Training Facility](#)
 - [Village of Hilton](#)
 - [Classic Cars on Main Street](#)
 - [Hilton Apple Fest Day 1](#)
 - [Hilton Apple Fest Day 2](#)
 - [Hilton Central School District](#)
 - [Six \(6\) Days for Football Games](#)
- Collaborate with stakeholders: Town Board, Village Board, fire districts, schools, and health organizations. [These will be Quartely Discussions.](#)

Commented [DM7]: We need an updated list of events

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- The EMS Ambulance provider shall be responsible for the Hilton Parma fire departments annual CME program which includes the monthly required training of the associated members.

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2.8 Contract Term and Transition

Commented [DM8]: Needs discussion

- Initial term: Three (3) Five (5) years, starting July 1/January 1, 2026 (or upon contract execution).
- Renewal options: Two (2) one-year extensions, based on mutual agreement and performance.
- Upon Mutual agreement, after the first year of the contract, the contracted amount (\$) can be annually adjusted to reflect inflation based on the Consumer Price Index (CPI)
- Transition plan: Seamless handover from current providers, including data transfer and training (within 60 days of award).

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2.9 Insurance Requirements

The Contractor at its own cost and expense, shall keep in force during the term of an agreement, with an insurance company or insurance companies authorized to do business in the State of New York, a policy or policies of insurance for the following minimum coverage and amounts:

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GENERAL LIABILITY: \$1,000,000.00 per occurrence
\$3,000,000.00 General Aggregate

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MALPRACTICE LIABILITY: \$1,000,000.00 per occurrence
\$3,000,000.00 General Aggregate

CONTRACTUAL LIABILITY: Included in the above shall be coverage for Contractor's
liability under the indemnification provisions of this
Agreement.

AUTOMOBILE LIABILITY: To cover owned, hired and non-owned automobiles
\$1,000,000.00 liability, \$1,000,000.00 personal injury
protection.

CRIME COVERAGE/EMPLOYEE

THEFT: Including third party, \$500,000.00.

UMBRELLA LIABILITY: \$10,000,000.00 above the foregoing limits.

WORKERS COMPENSATION: Statutory Coverage.

*All limits shown are combined single limits.

In all above policies, with the exception of the workers compensation policy, the Town, and
all of the Town's elected and engaged officers, employees, volunteers and / or agents (the "Town
Parties") shall be named as an additional insured on a primary basis. The Contractor will furnish
Certificates of Insurance for the foregoing coverage and amounts, with a directive to the insurance
companies to give the Town thirty (30) days prior written notice if such policy or policies are to be
canceled.

The Contractor shall indemnify and hold harmless the Town for any and all liability in
regard to any and all service provided by the Contractor, its employees, contractors, subcontractors
or any other person and/or entity used by the Contractor for any action taken or not taken by the
Contractor while providing service to the Town.

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3. Provider Qualifications and Proposal Requirements

3.1 Minimum Qualifications

- At least five (5) years of experience providing municipal EMS in New York or comparable settings.
- Valid NY DOH Ambulance Operating Certificate and Certificate of Need (CON) (or EON if applicable) for ~~Monroe County~~ [Hilton Parma Fire District](#).
- Demonstrated financial stability (audited statements for past 3 years).
- References from at least three (3) similar contracts (preference for town-village or suburban/rural models).

3.2 Proposal Content

Proposals must be organized as follows (maximum 50 pages, excluding appendices):

1. **Executive Summary:** Overview of provider and approach.
2. **Company Profile:** History, structure, experience, and certifications.
3. **Service Plan:** Detailed response to Scope (Section 2), including Hilton-specific strategies.
4. **Staffing and Training Plan:** Models, retention strategies, and compliance.

5. **Equipment and Operations:** Inventory, maintenance, and integration plans.
6. **Financial Proposal:** Fee schedule, revenue projections, subsidy requirements, and cost controls.
7. **Performance Metrics:** Approach to meeting response times and reporting.
8. **Implementation Timeline:** Startup plan and risks.
9. **MWBE/Local Participation:** Commitment to Minority/Women-Owned Business Enterprises and local hiring.
- 10-9. **Appendices:** Resumes, references, insurance certificates, financials.

Commented [DM9]: Are we bound by the M/WBE requirements for this type of contract

Commented [MW9R2]: They typically apply to:

- New York State agency contracts
- Public authority projects
- State grant-funded projects
- Certain municipal projects using state funds

They do not automatically apply to purely local municipal contracts unless:

- The municipality adopts its own MWBE policy, or
- The project uses state funding that requires MWBE compliance.

4. Submission Instructions and Timeline

4.1 Submission Requirements

- Submit four (4) bound hard copies and one (1) electronic PDF via USB or email.
- Sealed envelope marked: "RFP: Parma Ambulance Services – Sealed Proposal."
- No late submissions accepted.

4.2 Pre-Proposal Process

- Site visits/tours: Optional, schedule via contact by **TBD**.
- Questions: Submit via email by **TBD**; responses posted on parmany.gov by **TBD**

4.3 Timeline

- RFP Issued: **03/30/2026 (tentative)**
- Questions Due: **04/10/2026 (tentative)**
- Proposals Due: **05/14/2026 (tentative)**
- Proposal Review: **TBD**
- Interviews/Presentations (if needed): **TBD**

- Award Notification: **TBD**
- Contract Execution: **01/01/2027 (tentative)**

5. Evaluation Criteria (100 Points Total)

A committee (including Town, Village, and stakeholder representatives) will evaluate proposals based on:

Criterion	Weight	Sub-Criteria/Details
Experience & Qualifications	20%	Provider history, certifications, references, and town-village experience.
Service Plan & Innovation	25%	Quality of operations, response protocols, Hilton-specific metrics, and innovations including "Backfill Plan":
Staffing, Training & Operations	15%	Personnel plans, retention, equipment, and compliance.
Cost & Financial Proposal	20%	Value, subsidy needs, fee structure, revenue sharing, and sustainability.
Implementation & Transition	10%	Timeline feasibility, risks, and integration with current systems.

Criterion	Weight	Sub-Criteria/Details
Community & MWBE Participation	10%	Outreach plans, local hiring, and diversity commitments.

Top proposers may be invited for interviews (up to 20 additional points).

6. General Terms and Conditions

6.1 Authority

This Request for Proposals ("RFP") is issued by the Town pursuant to the authority granted under **New York General Municipal Law §122-b**, which authorizes municipalities to provide or contract for ambulance and emergency medical services for the protection of persons and property within the municipality.

6.2 Purpose

The purpose of this RFP is to solicit proposals from qualified providers to furnish **ambulance and emergency medical services** to residents and visitors within the Town.

The Town intends to enter into a contract with a qualified provider capable of delivering reliable, timely, and professional emergency medical services consistent with applicable state laws and regulations.

6.3 Reservation of Rights

The Town reserves the right to:

- Reject any or all proposals.
- Waive informalities or minor irregularities in proposals.

Commented [DM10]: Maureen, do we have a canned set of General Terms and Conditions?

Commented [MW10R2]: Dianna would have canned but here are some that should be included: **Authority**
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- Request clarification or additional information from proposers.
- Conduct interviews with proposers.
- Negotiate terms and conditions with the selected proposer.
- Accept a proposal deemed to be in the best interests of the Town.

The issuance of this RFP does not obligate the Town to award a contract.

4. Compliance with Laws

The successful proposer shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to regulations promulgated by the

New York State Department of Health and the New York State Bureau of Emergency Medical Services. All personnel must be properly certified or licensed as required by the State of New York.

5. Licensing and Certification

The proposer must hold and maintain all licenses and certifications necessary to operate ambulance services in New York State, including but not limited to:

- A valid ambulance service operating certificate issued by the New York State Department of Health.
- Appropriate EMS provider certifications for all personnel.
- Compliance with all regional EMS council protocols.

Failure to maintain required certifications shall constitute grounds for contract termination.

6. Insurance Requirements

The successful proposer shall maintain insurance coverage, including but not limited to:

- Commercial General Liability

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6.6 Insurance Requirements

The successful proposer shall maintain insurance coverage, including but not limited to:

- Commercial General Liability
- Professional Liability
- Automobile Liability
- Workers' Compensation

- Disability Insurance (as required by New York State law)

The Town shall be named as **an additional insured** on applicable policies. Certificates of insurance shall be provided prior to contract execution.

6.7 Indemnification

The successful proposer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising out of the proposer's performance of services under the contract, except to the extent caused by the negligence of the Town.

6.8 Term of Contract

The contract term shall be as specified in the RFP documents. The Town reserves the right to include renewal options subject to approval by the Town Board.

6.9 Compensation and Billing

The proposal shall clearly state the compensation requested for providing services.

Unless otherwise provided in the contract:

- The provider may bill patients and/or insurance carriers for services rendered.
- The Town may provide a subsidy or service payment as outlined in the contract.

Billing practices must comply with all applicable laws and regulations.

6.10 Non-Collusion Certification

Proposers must submit a **Non-Collusive Bidding Certification** in compliance with **New York General Municipal Law §103-d.

6.11 Conflict of Interest

Proposers shall comply with all applicable conflict-of-interest provisions under New York law and shall disclose any potential conflicts involving Town officials or employees.

6.12 Equal Opportunity

The successful proposer shall comply with all applicable federal and state nondiscrimination laws and shall not discriminate based on race, color, religion, sex, national origin, disability, age, or other protected status.

6.13 MWBE Participation

Where applicable, proposers shall comply with Minority and Women-Owned Business Enterprise participation requirements established by the State of New York or any applicable funding source.

6.14 Proposal Costs

All costs incurred in the preparation and submission of proposals shall be borne by the proposer. The Town shall not be responsible for any such costs.

6.15 Withdrawal of Proposals

Proposals may be withdrawn by written request prior to the proposal submission deadline. After the deadline, proposals shall remain firm for a period specified in the RFP.

6.16 Contract Approval

Any contract resulting from this RFP shall be subject to approval by the Town Board and review by Town counsel.

6.17. Termination

The Town reserves the right to terminate any resulting contract:

7. Attachments (Provided Separately or Upon Request)

1. Map of Service Area (Town of Parma, including Village of Hilton).
2. Sample Contract Template. (to be used as only a guideline, final contract will be negotiated with the successful provider)

~~3.—Estimated Budget/Call Volume Data (2026 projections):~~

~~4.3. _____ Non-Collusive Bidding Certification Form.~~

~~5.—MWBE Utilization Form:~~

This RFP promotes reliable, community-focused EMS. For inquiries, contact the Town Supervisor.

Contact: Town Supervisor **Email:** supervisor@parma.ny.gov

Phone: (585) 392-9461

End of RFP Document

DRAFT

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- Appropriate EMS provider certifications for all personnel.
- Compliance with all regional EMS council protocols.

Failure to maintain required certifications shall constitute grounds for contract termination.

6. Insurance Requirements

The successful proposer shall maintain insurance coverage, including but not limited to:

- Commercial General Liability
- Professional Liability
- Automobile Liability
- Workers' Compensation
- Disability Insurance (as required by New York State law)

The Town shall be named as **an additional insured** on applicable policies. Certificates of insurance shall be provided prior to contract execution.

7. Indemnification

The successful proposer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising out of the proposer's performance of services under the contract, except to the extent caused by the negligence of the Town.

8. Term of Contract

The contract term shall be as specified in the RFP documents. The Town reserves the right to include renewal options subject to approval by the Town Board.

9. Compensation and Billing

The proposal shall clearly state the compensation requested for providing services.

Unless otherwise provided in the contract:

- The provider may bill patients and/or insurance carriers for services rendered.
- The Town may provide a subsidy or service payment as outlined in the contract.

Billing practices must comply with all applicable laws and regulations.

10. Non-Collusion Certification

Proposers must submit a **Non-Collusive Bidding Certification** in compliance with **New York General Municipal Law §103-d.

11. Conflict of Interest

Proposers shall comply with all applicable conflict-of-interest provisions under New York law and shall disclose any potential conflicts involving Town officials or employees.

12. Equal Opportunity

The successful proposer shall comply with all applicable federal and state nondiscrimination laws and shall not discriminate based on race, color, religion, sex, national origin, disability, age, or other protected status.

13. MWBE Participation

Where applicable, proposers shall comply with Minority and Women-Owned Business Enterprise participation requirements established by the State of New York or any applicable funding source.

14. Proposal Costs

All costs incurred in the preparation and submission of proposals shall be borne by the proposer. The Town shall not be responsible for any such costs.

15. Withdrawal of Proposals

Proposals may be withdrawn by written request prior to the proposal submission deadline. After the deadline, proposals shall remain firm for a period specified in the RFP.

16. Contract Approval

Any contract resulting from this RFP shall be subject to approval by the Town Board and review by Town counsel.

17. Termination

The Town reserves the right to terminate any resulting contract:

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