

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Isaac E. Barron**  
**Pamela A. Goynes-Brown**  
**Scott Black**  
**Richard J. Cherchio**



**Finance Department**

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**December 10, 2020**

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")**

**RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **January 5, 2021 at 1:00 P.M.** ("Proposal Due Date"). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 224-358-3696, Meeting Pin# 993 427 317# . The purpose of this meeting is to disclose Respondents and their response totals only. All other information should be requested as a public records request.**

An optional Pre-Proposal Meeting will be conducted at **11:00 A.M., local time, Thursday, December 17, 2020**, via Google Meet conference call, Telephone # [405-353-0055](tel:405-353-0055), Meeting Pin# [883 005 597](tel:883-005-597). The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-proposal meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **December 29, 2020, at 12:00 p.m.** All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed at [www.ngemnva.com](http://www.ngemnva.com), at the City of North Las Vegas website at [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com) at the Purchasing Bid Advertisements Page. The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City.

*Joy Yoshida*

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Joy Yoshida, Buyer

Published Las Vegas Review Journal December 10, 2020

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REQUEST FOR PROPOSAL ("RFP")**

**RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training**

**1. PUBLIC RECORDS:**

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

**3. FORM OF CONTRACT:**

Execution of the Contract by all named parties will authorize delivery of goods or services obtained under this RFP.

**4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:**

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at [www.ngemnvn.com](http://www.ngemnvn.com). There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

**5. EXPLANATION TO RESPONDENT:**

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida by email at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.

6. **METHOD OF EVALUATION AND AWARD OPTIONS:**

The evaluation of the Proposals will be conducted by City personnel. The City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals. Pursuant to NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Proposal unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. **ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. **CONDITIONS OF PROPOSAL SUBMITTAL:**

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. **PROTESTS:**

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the

Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful proposal may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

**10. LICENSES:**

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

**11. PUBLIC OPENING:**

Proposals received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Proposal not properly addressed or identified.

**12. TERM OF THE CONTRACT:**

The Contract shall have remain in effect until Provider delivers Products and Training to the City.

**13. INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval.

Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

**Commercial General Liability (CGL)** : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

**Professional liability (Errors and Omissions):** Insurance appropriate to the Provider's profession, with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

#### WORKER'S COMPENSATION INSURANCE:

Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

**14. INDEMNITY:**

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

**15. PROVISIONS PROVIDED BY LAW:**

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

**16. ADDENDA INTERPRETATIONS:**

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

**17. CANCELLATION OF CONTRACT:**

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

**18. TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. **TAXES:**  
The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.
20. **EXCEPTIONS:**  
Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal. **A template of the City of North Las Vegas Agreement for Purchase of Cardiac Monitors and to Provide Maintenance and Training Services is attached in Exhibit G. Any and all exceptions to this document must be declared at the time of submission.**
21. **FISCAL FUNDING OUT:**  
In the event the City fails to appropriate funds for the performance of this contract, the Contract will terminate once the existing funds have been exhausted.
22. **LIMITATION OF FUNDING:**  
The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.
23. **ESCALATION:**  
Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project.
24. **AUDIT OF RECORDS:**
- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.
  - (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the

event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

**25. INDEPENDENT CONTRACTOR:**

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**26. COMPANY PERSONNEL:**

The successful Respondent is solely responsible for the supervision and control of its staff performing work under this contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) will be required to go



through a City Background check which can be coordinated with our HR department if the successful Respondent will be performing work on City Property. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

**27. KEY PERSONNEL:**

For the City of North Las Vegas:

Joy Yoshida, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 6:30 a.m. to 4:00 p.m.

Joseph D. Calhoun, Fire Chief. He or his designee are responsible for monitoring the project and is responsible for any requested changes by the Respondent. He can be reached at (702) 633-1106, Monday through Thursday, 7:00 a.m. to 5:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is **Tuesday, December 29, 2020 at 12:00 p.m.** Local time. **Any questions submitted beyond this cutoff time will not be answered.**

**City of North Las Vegas  
Request for Proposal (“RFP”)**

**RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training**

**Definitions**

**Certificates of Insurance** – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

**City** - the City of North Las Vegas.

**City Attorney** – the lawyer employed by the City of North Las Vegas, who is legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

**City Clerk** - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

**City Council** - the legislative body that governs the City of North Las Vegas.

**City Manager** - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

**City Records** - information, minutes, files, accounts or other records which the City of North Las Vegas is required to maintain, and which must be accessible to review by the public.

**City Staff** - any person currently employed by the City of North Las Vegas.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

**Key Personnel** - defined City employees listed in Paragraph 27.

**Pre-Proposal Meeting** – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

**Nevada Public Records Law** – as defined in NRS Chapter 239.

**Proposal** - document submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents.

**Purchasing Department** – The City of North Las Vegas Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

**Recommendation of Award Notification** – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to

the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

**Representative** – person who represents a company and compiles questions to enable the company to submit a proposal that accurately identifies the City's requirements.

**Request for Proposals** – the official legal published advertisement of the Proposal requirements.

**Respondent(s) or Proposer(s)** – Vendor who offers the requested service or product to the City on the official Request for Proposal.

**Subcontractor** - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**Warranty** - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

## **CITY OF NORTH LAS VEGAS**

### **RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training**

#### **SCOPE OF WORK**

**1. Introduction:** The City of North Las Vegas ("City") is seeking Proposals from qualified Respondents for an award for cardiac monitors with all-inclusive warranty, preventative maintenance, and end-user training. The North Las Vegas Fire Department ("Department") provides Fire and EMS services for approximately 250,000 residents of the City, which encompasses 104 square miles on the north end of the Las Vegas valley. The Department has 175 personnel and provides Advanced Life Support service through eight ALS Engine or Truck Companies, one ALS Squad, and up to five ALS Rescues out of eight strategically located stations.

The Department responds to nearly 33,000 incidents annually, with 80-85 percent of the incidents being EMS responses and is supplemented by a private ambulance service for response/transport. The Department transports approximately 4,800 patients each year. The current cardiac monitor utilized by the Department is the Zoll X-Series.

This RFP is intended to provide sufficient information to receive complete Proposals for the Work which includes, but is not limited to, 16 cardiac monitors, all-inclusive warranty, preventative maintenance, and training of 175 personnel.

#### **SPECIFICATIONS**

1. Equipment to be Purchased
  - 1.1. Sixteen (16) cardiac monitors/defibrillators and multi-battery charging stations for nine different locations (see Detailed Specification and Questionnaire, Exhibit (H)).
2. General Warranty
  - 2.1. The City and Department desire a comprehensive, complete, all-inclusive warranty for all components, accessories, chargers, software, and hardware for a minimum of five (5) years from acceptance.
  - 2.2. Please respond to this request in the form of an Executive Summary regarding the specific warranty period, inclusions, exclusions, and any requirements to maintain the warranty.
  - 2.3. Information regarding how and where warranty repairs are performed and provisions for loaner units shall also be included.
3. Maintenance Agreement
  - 3.1. The Department desires factory routine preventative maintenance to be performed on all monitors, chargers, and accessories annually for a period of at least five (5) years. This preventative maintenance shall include, but not be limited to, complete operational check-out, software and hardware updates, and certification of proper operation upon completion of preventative maintenance.
  - 3.2. Please respond to this request in the form of an Executive Summary regarding the specific preventative maintenance period, inclusions, exclusions, and any

requirements on the part of the City. Information regarding how and where preventative maintenance is performed and provisions for loaner units shall also be included.

4. User and Maintenance Training

4.1. The Department requests end-user and user training for its personnel. Approximately 175 personnel will require user training.

4.2. The objective of this training is to:

- Thoroughly train end-users in daily operational checks, user maintenance, and routine and normal operations of the specified monitors and equipment.
- Thoroughly train Fire Rescue Information Technology personnel and supply staff on all connectivity processes and in-house troubleshooting of the equipment.
- Thoroughly train specialty users on process and procedure to transfer data to repositories to include but not be limited to Life Net, Cares Registry, and Code Stat or its equivalent.

4.3. Please respond to this request in the form of an Executive Summary regarding the specific training provided.

**2. Additional Documents required for your Proposal:** The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

EXHIBIT A OFFER STATEMENT AND BUSINESS FORM - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.

EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.

EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.

EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION - Please fill this form out in its entirety. This form must be notarized.

EXHIBIT E NON-COLLUSION AFFIDAVIT - This form must be notarized.

EXHIBIT F Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

EXHIBIT G Template of City of North Las Vegas Service or Purchase Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.

EXHIBIT H Detailed Specification and Questionnaire.

EXHIBIT I Trade-in Inventory.

**3. Evaluation Process:** Proposals will be evaluated by a selection committee. The evaluation process is composed of the following steps:

- (1) Review of all Proposals for conformance to this RFP.
- (2) Elimination of all Proposals that deviate substantially from the basic intent of the solicitation.
- (3) Evaluation of the remaining Proposals.
- (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such).
- (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent.
- (6) Selection of one Proposal that will be recommended to the City of North Las Vegas City Council.
- (7) Negotiation/finalization of Agreement for Purchase of Cardiac Monitors and to Provide Maintenance and Training Services between the City and the selected Respondent.

**4. Evaluation Factors:** The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. Completeness of the Proposal (30 points total)
  - Response to RFP provisions (5 points)
  - Respondent's references (20 points)
  - Respondent's presentation (5 points)
- B. Management Qualifications (70 points total)
  - Cardiac monitor, complete (5 points)
  - 12-Lead ECG (5 points)
  - Defibrillation/Cardioversion (3 points)
  - Pacing (3 points)
  - Capnography (3 points)

- SpO2 Monitoring (3 points)
- Wi-Fi Connectivity (3 points)
- User Interface (3 points)
- Outside Visibility (3 points)
- Durability (H2O, sand, etc.) (3 points)
- ImageTrend PCR (3 points)
- Transmission (3 points)
- Data Storage (3 points)
- Strip Quality (3 points)
- Battery/Chargers (3 points)
- Service Life (Tech Life Cycle) (3 points)
- Name-brand replaceable vs. generic items (5 points)
- Storage and Accessories (3 points)
- Value-added Proposals within the submittal (10 points)

The following selection criteria will be used to evaluate all proposals:

#### 1. Compliance with Specifications and Requirements

Your proposed equipment will be measured and evaluated against our stated specifications and requirements to include a field test of your equipment. Offerors must provide an in person presentation of their product, services, and features and provide for testing by the Department one (1) cardiac monitor/defibrillator and equipment as specified and configured as per this RFP for not less than a two week trial period in the field.

#### 2. Product Quality / Product Warranty / Quality of Customer Service and Support

Your proposal will be measured on the ability to provide a comprehensive warranty for a minimum of five (5) years, as well as the ability to cost-effectively and efficiently provide the Department warranty, routine, and emergency repair. The proposal will also be measured on your ability to provide an adequate stock of repair parts, loaner or replacement equipment and turnaround time for our monitors when out of service for repair.

Provide a list of three (3) customers for whom you have provided these monitors (same make and model) in the past two years, including current point of contact and valid phone number for each. Those customers' level of satisfaction with the product and product support will be assessed.

#### 3. Price

Total cost of your proposed product to include all equipment as specified, shipping and trade allowance (see Exhibit I) for the Department's present cache of equipment. Pricing should be broken down by all items requested and the City reserves the right to delete necessary items or services to match the available budget to accomplish this project. The vendor may also provide pricing for additional options, not requested herein, that can be evaluated by the department.

- 5. Award of Contract:** The recommendation by the selection committee to the City Council to award the Contract will be based upon the Proposal that is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.

- 6. Modifications:** The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.
- 7. Rejection of Proposals:** The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.
- 8. Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

**9. Proposal Format**

**A.** Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
  - Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
  - Provide a narrative description of the Applicant itself, including the following:
    - Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
    - A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
    - A description of Applicant's business background, including, if not an individual, Applicant's business organization type (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.
4. Project Understanding
  - Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit



the project.

5. Proposed Scope of Work, including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
6. Statement of Qualifications; Relevant Experience
  - Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.
7. Detailed Specification and Questionnaire (Exhibit H)

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training  
EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training** and constitutes an offer by this company to enter into a contract as described herein.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

E-MAIL ADDRESS: \_\_\_\_\_

CNLV-BUSINESS LICENSE NO: \_\_\_\_\_

\_\_\_\_ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

**FOR INFORMATIONAL PURPOSES ONLY**

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify \_\_\_MBE \_\_\_WBE \_\_\_DVBE \_\_\_ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**EXHIBIT "B"**  
**FORM A**  
**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

**1. DEFINITIONS**

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. INSTRUCTIONS**

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**3. INCORPORATION**

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

<b>Block 1 Contracting Entity</b>		<b>Block 2 Description</b>
<b>Name</b>		<b>RFP 2020-009 City of North Las Vegas Fire Department Cardiac Monitors and Training</b>
<b>Address</b>		
<b>Telephone</b>		
<b>EIN or DUNS</b>		

<b>BLOCK 3</b>	<b>TYPE OF BUSINESS</b>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**EXHIBIT "B"**  
**(CONTINUED)**

**FORM B**

**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

**CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)**

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

**BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

**EXHIBIT "C"**

**QUALIFICATIONS AND EXPERIENCE RESPONDENT**

**Name:** \_\_\_\_\_

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

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2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope:

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Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$\_\_\_\_\_ Total Contract Amount (including all option years) \$\_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**EXHIBIT "C"**  
**QUALIFICATIONS AND EXPERIENCE RESPONDENT**  
**(CONTINUED)**

**Example Contract 2:**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope:

\_\_\_\_\_  
\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$\_\_\_\_\_ Total Contract Amount (including all option years) \$\_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**Example Contract 3:**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope:

\_\_\_\_\_  
\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$\_\_\_\_\_ Total Contract Amount (including all option years) \$\_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**EXHIBIT "D"**  
**AFFIDAVIT OF REJECTION OF COVERAGE**  
**FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, \_\_\_\_\_, being duly sworn,  
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, \_\_\_\_\_, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

Notary Signature

\_\_\_\_\_

**EXHIBIT "E"**  
**NON-COLLUSION AFFIDAVIT**



**CITY OF NORTH LAS VEGAS**

**Non-Collusion Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**EXHIBIT "F"**  
**WRITTEN CERTIFICATION**



**CITY OF NORTH LAS VEGAS**

**WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

\_\_\_\_\_  
LEGAL NAME OF RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**EXHIBIT “G”**  
**Exceptions to North Las Vegas Service or Purchase Agreement**



**CITY OF NORTH LAS VEGAS**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Purchase and Service Agreement.

## **AGREEMENT FOR PURCHASE OF CARDIAC MONITORS AND TO PROVIDE MAINTENANCE AND TRAINING SERVICES**

This Agreement for Purchase of Cardiac Monitors and to Provide Maintenance and Training Services (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

### **RECITALS**

WHEREAS, the City desires to purchase sixteen (16) cardiac monitors, that include an all-inclusive warranty, preventative maintenance, and end-user training, as more particularly described in the City of North Las Vegas Fire Department Cardiac Monitors and Training Request for Proposal, RFP 2020-009 (“RFP”), attached hereto as Exhibit A (“Products”).

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, including Exhibit A, and Exhibit B, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

WHEREAS, the City further desires to have Provider deliver the Products and provide preventative maintenance and end-user training (“Services”) as outlined in this Agreement, including Exhibit A, and Exhibit B, upon the terms and conditions described in this Agreement.

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement; and,

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

### **SECTION ONE RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s response to the RFP dated [insert date] (“RFP”) attached hereto as Exhibit B, complying with the terms of the Request for Proposal, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the RFP or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform Warranty, Maintenance and Training Services in accordance with Exhibit A, Exhibit B, and the terms, conditions, and covenants of this Agreement. Any modification to the Installation and Maintenance Services must be specified in a written amendment to this Agreement that sets forth the nature scope, and payment for the Installation and Maintenance Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

## **SECTION TWO PAYMENT AND TERM**

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). The City may pay the Provider for the Products and Services up to an amount not to exceed [insert value of contract] (\$\_\_\_\_\_).

2.2. The prices in the RFP will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department  
Attention: Accounts Payable  
2250 Las Vegas Blvd., North, Suite 700  
North Las Vegas, NV 89030

### **SECTION THREE REPRESENTATIONS AND WARRANTIES**

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing [insert entity type and state of origin] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Warranty, Maintenance and Training Services performed shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Warranty, Maintenance and Training Services are performed.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

## **SECTION FOUR INSURANCE**

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

4.1.2. Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.1.4. Professional liability (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

4.2. Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

4.3. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

4.3.1. Waive subrogation against the City, its officers, agents, servants and employees;

4.3.2. Provide that they are primary and noncontributing with any insurance which the City may carry;

4.3.3. Include or be endorsed to cover Provider's contractual liability to the City; and

4.3.4. Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

## **SECTION FIVE INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION SIX INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

## **SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION**

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of

Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

7.3. The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Fire Department without the physical presence of an escort pre-approved in writing by management of the Fire Department.

## **SECTION EIGHT TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

## **SECTION NINE NOTICES**

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas  
Attention: Brittany Contardi  
2250 Las Vegas Blvd., North, Suite 710  
North Las Vegas, NV 89030  
Phone: 702-633-1463

To Provider:


9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.



## **SECTION TEN SAFETY**

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Contractor will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION ELEVEN MISCELLANEOUS**

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**IN WITNESS WHEREOF**, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

[\_\_\_\_\_]
a [\_\_\_\_\_]

By: \_\_\_\_\_
John J. Lee, Mayor

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_
Catherine A. Raynor, City Clerk

Approved as to Form:

By: \_\_\_\_\_
Micaela Rustia Moore, City Attorney

EXHIBIT A

RFP 2020-009

Please see attached page(s)

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

**EXHIBIT "H"**  
**Detailed Specification and Questionnaire**



**CITY OF NORTH LAS VEGAS**

**General Cardiac Monitor/Defibrillator and Equipment Requirements**

The purpose of this specification is to establish the minimum requirements for cardiac monitors/defibrillators and associated equipment used by the City of North Las Vegas Fire Department.

The attached performance requirements are, in the opinion of the Department, the ideal cardiac monitors/defibrillators.

Provide cardiac monitors/defibrillators and equipment in the quantities noted.

Cardiac monitor/defibrillators (monitors) shall adhere to the attached specifications and meet all current applicable and relevant regulations, guidelines, and standards. These include, but are not limited to: American Heart Association (AHA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Association for the Advancement of Medical Instrumentation (AAMI), ECRI Institute, National Fire Protection Association (NFPA) and the United States Food and Drug Administration (FDA).

**Below are Eighteen (18) requirements of the Department for cardiac monitor/defibrillators. Please respond by indicating your compliance with each requirement and answering the questions associated with each requirement. Deviations from the requirements must be clearly documented in the space provided below or in an Executive Summary.**

1. Cardiac monitor, complete: Each complete unit shall include:

- cardiac monitor/defibrillator
- standard complement of batteries for operation (by manufacturer's guidelines)
- spare batteries as recommended by the manufacturer for efficient operations
- carrying case with strap
- therapy cable
- (1) 3-lead ECG cable
- (1) 12-lead ECG cable
- (1) Patient Cable with a Reusable Finger Clip Sensor attached
- (1) Blood pressure cuff w/ cable (1 for each age/size patient).

Exceptions or Clarifications:

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2. 12-Lead ECG: Unit SHALL perform and analyze 12-lead ECG.

- What algorithm is used?
- Does the monitor notify the user if it sees a change in rhythm? How?
- Does the monitor have the ability to compare the initial 12-lead rhythm with the live or current 12-lead?

Exceptions or Clarifications:

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3. Defibrillation/Cardioversion: Monitor SHALL Perform defibrillation/cardioversion:

- Does the monitor perform defibrillation in both 'AED' and manual modes?
- Does the monitor perform synchronized cardioversion?
- Is the monitor capable of administering energy (joules) levels in accordance with ACLS standards?

Exceptions or Clarifications:

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4. Pacing: Monitor SHALL perform cardiac pacing:

- Does the monitor have the ability to perform cardiac pacing?
- Is pacing performed with defibrillation/cardioversion pads (fast patches)?
- What, if any additional components are required for pacing?

Exceptions or Clarifications:

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5. Capnography: Monitor SHALL monitor ETCO2. Monitor SHOULD indicate and/or rectify an obstructed filter line.

- Are the results displayed as a waveform?
- Are the results displayed numerically?
- Are the readings recorded for retrieval later?
- Is there an apnea alarm?
- Can the user control the volume?
- Can the user silence the alarm and if so, for how long?
- Does the monitor indicate and/or rectify an obstructed filter line?

Exceptions or Clarifications:

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6. SpO2 Monitoring- Unit SHALL monitor oxygen saturation levels and pulse rate.

- Can the monitor perform the monitoring of SpO2?
- Can this be accomplished through disposable and non-disposable adult and pediatric sensors?
- Can the readings be viewed as waveform and with numeric values?
- Does the monitor record these readings for later retrieval?
- Does the monitor alert the user to low spO2 readings?
- Are the waveforms and numeric values viewable simultaneously?



- The Department would also entertain CO monitoring as an additional option. If available, please provide information.

Exceptions or Clarifications:

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7. Wi-Fi Connectivity: Unit SHALL have Wi-Fi connectivity through the department's Cradle Point Modems installed in all FD apparatus and to Wi-Fi hotspots on department cellular devices to transfer patient incident data to area hospitals. This includes 12-lead ECG data transmission to area hospitals, Life Net, Code Stat or its equivalent.

- Is the monitor's Wi-Fi adapter 802.11 A/B/G/N/AC compatible?
- Will the monitor automatically switch between preferred connections?
- If not automatic, describe the steps.
- Describe limits as far as range, location, etc.

Exceptions or Clarifications:

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8. User Interface: The screen SHALL be durable, with a simple user interface, and no smaller than 6.5 inches in size:

- Is the interface customizable?
- Are waveforms and text/numbers easily read and visible from a distance of 3-6 feet?
- What is the screen size?
- Describe the screen's durability.

Exceptions or Clarifications:

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9. Outside Visibility: The screen of the unit SHALL be visible in all forms of light, particularly bright sunlight.

- Describe the screen resistance to glare.
- Describe the screen visibility in bright sunlight.
- Describe the adjustable brightness method.
- Is there a high contrast or similar viewing mode?

Exceptions or Clarifications:

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10. Durability (H2O, sand, etc.): Unit SHALL be highly durable and water resistant:

- Thoroughly describe the monitor's durability; please reference industry standards met or exceeded.

Exceptions or Clarifications:

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11. ImageTrend PCR: Monitor SHALL be compatible with ImageTrend PCR and include the ability to download all necessary call data to include, but not limited to, 3-lead / 12-lead data, vital signs, code summary data, real time CPR data, and associated time summary.

- Describe the data that is transferred to ImageTrend PCR
- Describe the method available for data movement (cellular adaptor, Wi-Fi, etc.).

- Can the same function be achieved via USB?
- Describe the number of “button pushes” necessary to perform data transfer for each function.

Exceptions or Clarifications:

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12. Transmission: The monitor SHALL include the ability to efficiently transfer (in a minimum number of steps) all necessary call data to include, but not limited to 12-lead data and associated time summary to a hospital.

- Describe the methods and process(s) required to transmit data. Include the number of steps or “button pushes”.
- Are there connection logs to assist in trouble shooting?
- Does the monitor continue to attempt transmission until successful?
- If transmission is unsuccessful, does the monitor notify the user? How?

Exceptions or Clarifications:

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13. Data Storage:

- Do you have an option for onsite long term storage?
- Does the monitor have onboard storage for case data?
- Indicate the number of cases the unit will store and for what length of time they will remain in the monitor’s memory.
- Is there a fail-safe/backup?

Exceptions or Clarifications:

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14. Strip Quality:

- Does the monitor print legible, industry standard full-length, and size 3-lead/12-lead waveform ECG strips?
- What paper size options are available?
- What paper colors are available?
- Are the strips modified in any way, such as with QRS cropping, etc.?
- If they are modified, are there options to correct this?

20. Size/Weight: Fire Rescue desires the lightest weight as practical.

- What is the product weight, to include the carrying case and standard compliment of cables and disposable items as listed in the monitor description at the beginning of this document.
- Provide the product dimensions.

Exceptions or Clarifications:

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15. Battery/Chargers: As noted above, each monitor SHALL include a standard complement of batteries for each monitor and spare batteries as recommended by the manufacturer for efficient and safe operations, as well as multi battery charging stations for nine locations (one location is HQ for training, one station will have three monitors, five stations will have two monitors each, and two stations will have one monitor).

- Describe the standard battery type.
- Is it memory forming?
- What is the recharge time?
- How are the batteries charged and conditioned?
- How many batteries are required to run the monitor?
- What is the charger voltage?

Exceptions or Clarifications:

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16. Service Life (Tech Life Cycle): Manufacturer SHALL provide parts and service and SHALL guarantee support of software and data transfer for 10 years. Provide plan information.

- Is the software/firmware upgradable?
- Where is the product in its tech life cycle?

Exceptions or Clarifications:

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17. Name-brand replaceable vs. generic items:

- What add-on items such as, but not limited to: BP cuffs, O2 sat cable, combi-pads, electrodes, and batteries, can be obtained from third party vendor?
- Which have a generic brand substitute available?
- Which add-on items are proprietary?
- Can we purchase name-brand consumables from the vendor? At what discount?
- Can we lock in pricing? For how long?

Exceptions or Clarifications:

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18. Storage and Accessories: Each unit SHALL include the following:

- Heavy duty carrying case with accessory storage compartments: describe.
- Applicable mount for monitor to hang from ambulance stretchers: describe.

Exceptions or Clarifications:

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Additional Exceptions or Clarifications:

#QA36ELZ00DPY3Sv1

**EXHIBIT "I"**  
**Trade-in Inventory**



**CITY OF NORTH LAS VEGAS**

1	AR14E008289
2	AR14E008337
3	AR14E008338
4	AR14E008339
5	AR14E008340
6	AR14E008343
7	AR14E008344
8	AR14E008345
9	AR14E008346
10	AR14E008347
11	AR14E008349
12	AR14E008352
13	AR14E008355
14	AR14E008356
15	AR14E008357
16	AR14E008358
17	AR14E008359
18	AR14E008360

## NLVFD Zoll X-Series Monitor Specifications

### General

**Weight:** 11.7 lbs. (5.3 kg) with battery and paper

**Dimensions:** 8.9 in (22.6 cm) x 10.4 in (26.4 cm) x 7.9 in (20.1 cm)

**Enclosure Protection:** Solid Foreign Object: IEC 60529, IP5X Water: IEC 60529, IPX5

**Operating Temperature:** 0 to 50°C

**Humidity:** 15 to 95% RH (non-condensing)

**Vibration:** MIL-STD 810G, Method 514.6, 4.4.2 Procedure II EN ISO 9919 (per IEC 60068-2.64) EN 1789 for ambulance. RTCA/DO-160G (multiple helicopter frequencies)

**Shock:** IEC 60068-2-27, 100g, 6 ms half sine

**Drop:** EN 1789, 30-inch functional drop, IEC 60601-1, tested at 2 meters

**Altitude:** -170 m to 4572 m (-557 feet to 15,000 feet)

### Monitor/Display

**Size:** 6.5 in (16.56 cm) diagonal

**Input:** 3-lead, 5-lead, or 12-lead patient cable, paddles, or multifunction electrodes Type: Color LCD, 640 x 480 pixels, 800 MCD

**Sweep Speed:** 25 mm/sec or 50 mm/sec (user selectable)

**Lead Selections:** Paddles (Pads), I, II, III, AVR, AVL, AVF, V1-6

**Frequency Response:** (user selectable)

0.67 – 20 Hz Limited mode

0.67 – 40 Hz Monitor mode

0.25 – 40 Hz Filtered diagnostic mode

0.05 – 150 Hz Diagnostic mode

### Defibrillator

**Waveform:** Rectilinear Biphasic™

**Energy Selections:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200 joules

**Energy Display:** Display indicates selected and delivered energy

**Charge Time:** Less than 7 seconds with a new, fully charged battery Charge Controls: Front panel and on apex paddle

**Pads/Paddles:** Hands-free pads and external adult and pediatric paddles. Adult paddles slide off to expose pediatric paddles.

**Synchronized Mode:** Synchronizes defibrillator pulse to patient's R wave. "SYNC" message displayed on monitor and markers shown on both monitor and recorded ECG. Meets Clause 104 of AAMI DF80.

### Patient Modes

**User Selectable:** Adult, Pediatric, Neonate. Automatically sets configurable defaults for alarm limits, defibrillation energy, and NIBP settings.

### Trends (on-screen)

Tabular numeric format

All parameters trended/viewable

**Trend Intervals:** 1, 5, 10, 15, 30, 60 minutes

**Duration:** 24 hours at 1-minute intervals Snapshots: Minimum of 32 (12 seconds of pre- and post-button press) Quick-access trend display via quick-access button.

### Memory Capacity

A combination of 24 hours of trends at 1-minute intervals, 1000 time-stamped events, and 32 snapshots, including monitor, defibrillator, pacer, and treatment snapshots

### Pacer

**Type:** External transcutaneous pacing



**Pulse Types:** Rectilinear, constant current Pulse Width: 40 ms  $\pm$  2 ms

**Pacer Rate:** 30 – 180 bpm  $\pm$  1.5%

**Output Current:** 0 – 140 mA  $\pm$  5% or 5 mA, whichever is greater

**Modes:** Demand and Fixed

## **CPR**

### **CPR Feedback Technology**

See-Thru CPR®: Artifact filtering

Real CPR Help®: Real-time depth and rate feedback

CPR Dashboard™: Numeric readout of depth and rate, release indicator, perfusion performance indicator (PPI)

## **ECG**

**Cable Detection:** Automatic 3-, 5-, 12-lead ECG

**Input:** 3-lead cable, 5-lead cable,  
12-lead cable, paddles, therapy cable

**Leads:** I, II, III, AVR, AVL, AVF, V1 – V6

**Heart Rate Range:** 30 – 300 bpm

**Heart Rate Accuracy:**  $\pm$  3 bpm or 3%

### **Pacer Detection and Display**

**ECG Sizes:** 0.125, 0.25, 0.5, 1, 2, 4 cm/mV, and auto-ranging

**Sweep Speed:** 25 mm/sec, 50 mm/sec

## **Masimo® SET SpO2**

**Saturation Range:** 1 – 100%

### **Saturation Accuracy:**

Oxygen saturation during no-motion conditions:

Adults, Pediatrics: 70 – 100%,  $\pm$  2 digits 0 – 69%, unspecified

Neonates: 70 – 100%,  $\pm$  3 digits 0 – 69%, unspecified

Oxygen saturation during motion conditions:

Adults, Pediatrics: 70 – 100%,  $\pm$  3 digits 0 – 69%, unspecified

Neonates: 70 – 100%,  $\pm$  3 digits 0 – 69%, unspecified

Oxygen saturation during low-perfusion conditions:

Adults, Pediatrics: 70 – 100%,  $\pm$  2 digits 0 – 69%, unspecified

Neonates: 70 – 100%,  $\pm$  3 digits 0 – 69%, unspecified

**Pulse Rate Range:** 25 – 240 bpm

Pulse rate during no-motion conditions:

Adults, Pediatrics, Neonates: 25 – 240  $\pm$  3 digits

Pulse rate during motion conditions:

Adults, Pediatrics, Neonates: 25 – 240  $\pm$  5 digits

### **SpO2 Average time setting:**

4, 8 (default), 16 seconds

## **Masimo rainbow® SET SpCO®**

Range: 0 – 99%

Accuracy: 1 – 40%  $\pm$  3 digits

## **Masimo rainbow® SET SpMet®**

Range: 0 – 99%

Accuracy: 1 – 15%  $\pm$  1 digits

## **Masimo rainbow® SET SpHb®**

Measurement Range: 0 – 25 g/dL

Accuracy (Adults/Infants/Pediatrics): 8 – 17 g/dL  $\pm$  1 g/dL

Resolution (SpHb g/dL): 0.1 g/dL

**Masimo rainbow® SET SpOC™**

Measurement Range: 0 – 35 mL of O<sub>2</sub>/dL of blood

Resolution: 0.1 mL/dL

**Masimo Perfusion Index (PI)**

Measurement Range: 0.02 – 20%

Resolution: 0.1%

**Masimo Pleth Variability Index (PVI®)**

Measurement Range: 0 – 100%

Resolution: 1%

**Non-Invasive Blood Pressure (NIBP)**

Smartcuf® and Sure BP® NIBP technology

**Measurement Intervals:** Automatic 1-, 2-, 3-, 5-, 10-, 15-, 30-, 60-minute, and manual quick-action NIBP Start/Stop button

**TurboCuf:** 5 min of repeated NIBP readings Display: Systolic, diastolic, mean. Viewable on-screen with large numerics.

**Cuff Overpressure Protection**

**Typical Measurement Time:**

30 – 45 sec (on deflation)

15 – 30 sec – Sure BP (on inflation)

**Standard Cuff Sizes:** Neonate #1 – #5, Infant, Small Child, Small Adult, Adult Long, Large Adult, Thigh

**Default Cuff Inflation Pressure:**

Adults: 160 mmHg

Pediatrics: 120 mmHg

Neonates: 90 mmHg

Pressure Measurement Range:

Systolic: 20 – 260 mmHg

Diastolic: 10 – 220 mmHg

Mean: 13 – 230 mmHg

Maximum Cuff Inflation Pressure:

Adults: 270 mmHg

Pediatrics: 170 mmHg

Neonates: 130 mmHg

**Microstream® etCO<sub>2</sub>**

**Range:**

0 – 150 mmHg

**Accuracy:**

0 – 38: ± 2 mmHg

39 – 150: ± 5% + .08% mmHg >38 Respiration Range: 0 – 149 breaths per minute

**Respiration Rate Accuracy:**

0 – 70 bpm ± 1 bpm

71 – 120 bpm ± 2 bpm

121 – 149 bpm ± 3 bpm

**Flow rate:** 50 mL/min -7.5 + 15 mL/min

**Typical response time:** 2.9 seconds

**Maximum response time:** 3.9 seconds

**Impedance Pneumography**

**Displayed Data:** Numeric breath rate, Impedance waveform

**Breath Rate Range:** Adult, Pediatric:

2 to 150 breaths/minute. Neonates: 3 to 150 breaths/minute.

**Breath Rate Accuracy:** 2% or  $\pm 2$ , whichever is greater

**Displayed Breath Rate:** Average of last 10 breath-to-breath rates

**Leads:** Lead I (RA – LA), Lead II (RA – LL)

**Sweep Speed:** 3.13, 6.25, 12.5 mm/sec

**Alarm Settings:** High, low, and no breath rate alarm.

#### Printer

**Type:** High-resolution thermal array

**Annotation:** Time, date, ECG lead, ECG gain, heart rate, defibrillation, and pacing parameters and treatment summary events

**Paper Width:** 80 mm

**Paper Speed:** 25 mm/sec, 50 mm/sec Delay: 6 seconds

**Frequency Response:** Automatically set to monitor's frequency response

**Record Modes:** Manual and automatic (user configurable)

**Print Option** Single waveform or a combination up to 3, on alarm, snapshots, treatment summary report, and trend summary

#### Battery

**Type:** Rechargeable lithium-ion, 11.1 Vdc, 6.6 Ah, 73 Wh

**Capacity:** With a new, fully charged battery operating at room temperature: At least 6 hours of continuous monitoring of ECG, SpO<sub>2</sub>, CO<sub>2</sub>, and 2 channels of temperature, with NIBP measurements every 15 minutes and 10 200-joule shocks. 300 shocks at 200 joules with fully charged new battery at room temperature. At least 3.5 hours pacing, with ECG, SpO<sub>2</sub>, CO<sub>2</sub>, temperature, NIBP every 15 minutes and pacing at 180 ppm, and 140 mA.

**AC Power Adapter:** 100 – 240 VAC 50, 60 Hz, 2A 100 – 115 VAC 400Hz, 2A

### NLVFD Zoll X-Series Monitors (*Ordered and Received 2014*)

Each NLVFD Zoll X-Series Monitors come with the following items:

- Auxiliary power breakout cable
- 3 Lithium batteries per monitor
- 4 bay Surepower charger with charger adapters (***We currently have 10 Chargers***)
- X-series ProPac auxiliary power adapters
- X-series carry case
- Monitor came with the 10ft dual lumen NIBP tubing assembly, but we use the 5ft dual lumen NIBP tubing assembly
- Monitor came with 3 Lead ECG cable, AAMI
- We use the 12 lead ECG cable, AAMI. This is a two part cable with the precordial lead and the limb lead cables
- Multi-function therapy cable
- CPR connector to the Multi-function therapy cable
- Red LNCS Adult reusable SpO<sub>2</sub> sensor
- Red LNC-4, 4ft reusable patient cable
- Adult blood pressure cuff, 25-34cm, double tube with twist lock connector
- Large Adult blood pressure cuff, 32-43cm, double tube with twist lock connector

**NLVFD Zoll X-Series Serial Numbers:**

1	#AR14E008289
2	#AR14E008337
3	#AR14E008338
4	#AR14E008339
5	#AR14E008340
6	#AR14E008343
7	#AR14E008344
8	#AR14E008345
9	#AR14E008346
10	#AR14E008347
11	#AR14E008349
12	#AR14E008352
13	#AR14E008355
14	#AR14E008356
15	#AR14E008357
16	#AR14E008358
17	#AR14E008359
18	#AR14E008360