

**REQUEST FOR PROPOSALS FOR
ENHANCED EMERGENCY MEDICAL SERVICES
(9-1-1 EMS Responses and Interfacility Transports)**

RFP # 26/27-004

SUBMITTALS DUE NOT LATER THAN: 4:00 PM ON OCTOBER 7, 2026



1605 VICTORIAN AVENUE
SPARKS, NV 89431

Company Name: _____

**CITY OF SPARKS
NOTICE TO PROPOSERS
RFP FOR ENHANCED EMERGENCY MEDICAL SERVICES
(9-1-1 EMS Responses and Interfacility Transports)**

RFP # 26/27-004

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed proposals only, for the project listed above. Said proposals must be in the hands of the Sparks Fire Department Administrative Assistant at 1605 Victorian Avenue, Sparks, Nevada 89431, **NO LATER THAN 4:00 PM ON OCTOBER 7, 2026**. Proposals may be hand-delivered to 1605 Victorian Avenue, Sparks, Nevada, at any time the building is open until the 4:00 p.m. deadline. Proposals postmarked prior to, but not received until after this deadline, will not be accepted. Proposals may also be hand-delivered to the Purchasing Department physical dropbox/mailbox, located in the lobby of City Hall, 431 Prater Way, Sparks, Nevada, at any time the building is open until the 4:00 p.m. deadline. Vendor submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Proposal or to accept the Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the proposal process.

All Proposals are to be marked clearly on the outside “**RFP 26/27-004, for Enhanced Emergency Medical Services.**”

PROJECT DESCRIPTION: The City is seeking a qualified ambulance service provider to deliver 9-1-1 Emergency Ambulance and Interfacility Transport Services in accordance with the expectations set forth in this RFP.

The work to be performed under this Contract shall be commenced by the successful firm(s) after all executed Contract documents have been submitted for each unique scope of work, and after being notified to proceed by the City of Sparks. Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$100,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

RFP documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain documents, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the City’s website for any changing information or addenda prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any third-party bid listing or re-selling service. For further information, contact the Sparks Fire Department at SFD_RFP@sparksnv.gov or (775) 353-2255. The agency responsible for coordinating this RFP is the Sparks Fire Department.

Reno Gazette Journal Legal Notices Section
Publish Date: 08/26/2026
Proof of publication required

Proposer's Checklist

Firms are instructed to complete and return the following forms in order for their proposals to be complete. Failure to return the following items may result in your proposal being declared “non responsive.”

1. _____ Proposer Information Sheets
2. _____ Acknowledgement and Execution Form
3. _____ Certification Regarding Debarment
4. _____ RFP Submittals as Detailed in the Special Conditions (1 hard copy, signed original and 1 electronic copy (PDF Format on disc or thumb drive) for each service submitted)
5. _____ This Checklist

Firm Name:

Proposer Information

COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No___ Yes___ (If yes, please provide details.)
- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)
- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No___ Yes___ (If yes, please provide details.)
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)
- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)
- 6) Has your company been found non-responsible on a government bid within the last five years? No___ Yes___ (If yes, please provide details.)

Proposer Information

BUSINESS LICENSING INFORMATION All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

Proposer Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

COMPANY INFORMATION:

Company Name:
Authorized Name:
Title:
Individual E-Mail Address:
Telephone Number including area code:
Mailing Address:

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)

County of _____)

(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials and services except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the ENHANCED EMERGENCY MEDICAL SERVICES (9-1-1 EMS Responses and Interfacility Transports), RFP # 26/27-004, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE CITY OF SPARKS:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract. the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

(Printed Name of Contractor/Bidder)	Contractor/Bidder:
	BY:
	Firm:
	Address:
	City:
	State / Zip Code:
	Telephone Number:
	Fax Number:
	E-mail Address:
	(Signature of Principal)
	DATED this _____ day of _____, 202__.

State of Nevada)

County of _____) SS. _____)

On this _____ day of _____, in the year 202__, before me,

/Notary Public, personally appeared _____ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature:

My commission Expires:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(This form to be signed and returned at the time of bid)

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature_____Date_____

GENERAL CONDITIONS

*Please Read Carefully
These Provisions Are a Part of Your Bid and any Contract Awarded*

*Scope of Bid/Proposal: Bids/Proposals are hereby requested for **REQUEST FOR PROPOSALS FOR ENHANCED EMERGENCY MEDICAL SERVICES (9-1-1 EMS Responses and Interfacility Transports)**, as per specifications herein.*

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the consideration quoted.

Note: Bidder is defined as any individual, partnership, limited-liability company, corporation, or other entity submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title “Bidder”, “Vendor”, “Contractor” or “Consultant” within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

1. Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state “or equal”.

2. Brand Names:

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

4. Withdrawal of Bids/Proposals:

Bids/Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

5. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

6. Mistake in Bid:

(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 4 above and resubmit prior to the stated bid deadline.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

7. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

8. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

9. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

10. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

11. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the

bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

12. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

13. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

14. Americans with Disabilities Act (ADA) Standards:

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

15. Warranties:

- (a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

16. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service.

17. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

18. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

19. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

20. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).

- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

21. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

22. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

23. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's City Manager.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	☐	☐	☐
Yes	Automobile Liability	\$1,000,000	☐	☐	
Yes	Workers' Compensation	Statutory	☐	N/A	☐
Yes	Employer's Liability	\$1,000,000	☐	N/A	
No	Professional Liability	\$1,000,000	☐	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	☐	N/A	N/A
Yes	Ambulance Services - Bodily Injury & Death; Property Damage or Loss	\$2,000,000	☐	☐	☐

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Waiver of Subrogation.

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor’s insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the

performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

Ambulance Services – Bodily Injury & Death; Property Damage or Loss

Contractor shall file with the City's Risk Management and thereafter maintain liability insurance in such form as approved by the City's Risk Management, insuring the Contractor against all risk arising from the provision of ambulance service for not less than the sum of two million dollars (\$2,000,000) per occurrence for bodily injury or death, and two million dollars per occurrence for loss or damage to property.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and

admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

24. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

25. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

26. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

27. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website

within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
- (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
 - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

28. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

29. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

30. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

31. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

32. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

33. Late Shipments:

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

34. Document Ownership:

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

35. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

36. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to

be used by other public agencies, they have the option to decline that option at the time of request.

37. Vendor Workplace Policies

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

38. Business License Requirement:

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

39. City Provisions to Prevail:

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

40. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

41. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

42. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

43. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

44. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

45. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

46. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

47. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

48. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

49. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

50. Boycott of Israel (NRS 332.065) (This Section IS NOT Applicable to this bid):

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$100,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

Special Conditions and Specifications (Specific to Project)

In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).

RFP GENERAL OVERVIEW

The City of Sparks (“City”) is requesting proposals to identify and select a qualified EMS partner to supplement the Sparks Fire Department’s existing EMS system by providing emergency and non-emergency ground ambulance services in support of the City’s Enhanced EMS Program. The selected contractor will be responsible for operating ambulance services within the City under a unit-hour service model. This RFP assumes that the City will award the successful proposer with a written contract, but alternative legal relationships between the City and the successful proposer may be considered and or negotiated provided they conform to the requirements of State and Federal law. The details outlined in these Special Conditions explain the City’s anticipated scope of the relationship with a selected proposer; however, any proposer may offer or propose an adjusted scope of the relationship or differing service parameters that the proposer believes would better serve the interests of City and its residents.

1.0 Background

The Sparks Fire Department (SFD) is an all-hazards public safety agency serving more than 110,000 residents, businesses, and visitors in the City of Sparks and surrounding communities through automatic and mutual aid agreements. SFD provides a wide range of services, including fire suppression, emergency medical services, Intermediate Life Support (ILS), and Advanced Life Support (ALS) transport, hazardous materials response, technical rescue, water rescue, wildland fire response, fire prevention, public education, and community risk reduction.

These services are delivered through strategically located fire stations and specialized response resources. SFD works closely with local, regional, state, and federal partners and participates in cooperative service agreements that provide additional personnel, equipment, and resources when needed. These partnerships help ensure a coordinated and effective emergency response system that meets the needs of the community.

The Contractor shall staff ambulances in accordance with applicable Nevada and federal laws, regulations, and the level of service being provided. All transporting ambulances shall be staffed with a minimum of two licensed attendants. ALS units shall include at least one Paramedic, ILS units shall include at least one Advanced EMT (AEMT), and Basic Life Support (BLS) units, if any, shall include at least one EMT. Additional personnel may be assigned by the Contractor as needed to meet operational and patient care requirements. A supervisor response unit can be implemented to meet operational needs, but these units are exempt from stopping time benchmarks relating to response metrics.

The Contractor shall provide patient care and transport services in accordance with current Washoe County EMS protocols, Nevada laws and regulations, and SFD policies. Patients shall be transported to the appropriate receiving facility based on their medical condition and regional transport requirements.

The outcome of this RFP may result in the selection of a Contractor to provide ground ambulance services in support of the SFD’s Enhanced EMS Program. Services may include Intermediate Life Support (ILS), and Advanced Life Support (ALS) emergency and non-emergency ambulance transport, including 911-dispatched responses, interfacility transports, and other medically necessary transports, in accordance with applicable laws, regulations, protocols, franchise

requirements, and SFD direction. Performance expectations identified in this RFP and commitments made in the selected proposal will be incorporated into the resulting agreement as required performance standards.

The award of an agreement under this RFP does not grant the Contractor any ownership interest or exclusive right to Department facilities, City property, or public rights-of-way. Any use of Department facilities, City property, or public rights-of-way shall be limited to the performance of services under the terms of the agreement.

An award shall not be made until the City has completed its evaluation, investigation and verification of a Proposer's qualifications, credentials and financial viability. At the end of the initial contract term, SFD will evaluate the Contractor's performance and determine whether the agreement should be extended for additional terms.

1.1 Estimated RFP Schedule

Request for Proposal Issue Date 08/26/2026

Deadline to submit questions through Online Q&A 09/23/2026

Proposal Due Date 10/07/2026

Interviews Week of 11/16/2026

Projected Award Date No Later than 03/31/2027

The tentative schedule of important dates is for general guidance only, to provide the Proposer an indication of the City's internal processes. Other than the Request for Proposal (RFP) Issue Date, the above dates and steps are subject to change without the necessity of an addendum.

1.2 Term of Agreement

The City anticipates performance under any resulting agreement to commence promptly following contract execution and expects the Contractor to achieve full operational capability within 60 to 120 days, subject to the implementation plan proposed by the selected Contractor. The City anticipates an initial contract term of three years, with two optional five-year renewal periods. Alternative implementation schedules and contract terms proposed by finalists may be considered.

1.3 Objectives

The City seeks to enhance the provision of emergency ambulance transport services within its boundaries, with particular emphasis on:

- Improved response times.
- Improved quality of care.
- Providing innovative solutions for prehospital emergency medical responses.
- Improved sustainability and economics for the City.
- Developing revenue sources to re-invest into identified system enhancements.

The City emphasizes to proposers that the purpose of this procurement is to select a strong private ambulance transport partner that will materially enhance ambulance transport services in the City. The chosen contracting partner must be able to meet City and State requirements without exception. The selected proposer shall be willing to modify the terms and conditions of their proposals, including, but not limited to pricing, to be memorialized within the terms and conditions of the final negotiated Contract.

The City anticipates that other jurisdictions in the area may wish to join in an eventual contract and supports the inclusion of language within the resulting contract that allows the selected proposer to enter into joinder agreements with other nearby jurisdictions for the provision of the same or similar services within that entity's jurisdiction.

2.0 Minimum Qualifications

Proposers must meet the following minimum qualifications to be considered for evaluation:

- A. For the immediate past five (5) years have continuously engaged in providing emergency ambulance transport services as required by a public agency contract in the United States for a contiguous urban area with a population commensurate in size and density or larger compared to the City of Sparks.
- B. The organization must demonstrate experience providing, or the capacity to provide, all aspects of ALS and ILS ambulance services such as management, quality of care, fleet, logistics, communications, deployment planning, meeting response time criteria successfully per its contract(s) and patient billing data input.
- C. Provide all the required technical information requirements of this RFP in a format to be understood without extensive follow-up.

2.1 Minimum Qualifications

Any proposer awarded a contract pursuant to this RFP must:

- A. Be aware of and comply with all applicable federal, state, County, and City laws and regulations, as well as applicable City policies, standing orders, and procedures.
- B. Provide complete emergency ALS, ILS, and BLS, if any, ambulance transport services.
- C. Provide all specified ALS ILS, and BLS, if any, ambulance system employees for services performed by the contractor.
- D. Provide 24/7/365 field supervisors as agreed upon in deployment plan(s).
- E. Provide an integrated working relationship including clearly identified leadership for excellent communications with the City's identified EMS leadership.
- F. Integrate all operational, support, and oversight services and functions into the City's operational, support, and oversight services and functions.
- G. Designate one person as its official liaison to the City who will serve as the primary contact and interface, and whose office shall be located within the municipal boundaries of the City.
- H. Meet or exceed all agreed upon contracted partnership metrics, including but not limited to:

1. Protocols Compliance - the proposer shall ensure that ambulance personnel comply with all State, County, and City protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as the proposer's internal protocols.
2. Staffing Standards - any contract awarded as a result of this RFP will require one hundred percent (100%) staffing compliance with the specified ambulance deployment plan.
3. Nondiscrimination - The selected proposer shall provide all services in provided in this contract without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, ability/inability to pay, or any other characteristic protected by law.
4. CQI Plan - The selected proposer shall develop and maintain a comprehensive and relevant Continuous Quality Improvement (CQI) plan.
5. Continuing Education - The selected proposer shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as required by Nevada and other applicable law.
6. Pilot Programs / Research Projects - The selected proposer shall participate in all approved pilot programs or research projects as requested by the City.
7. Comprehensive & Responsive Proposal - Proposals should fully demonstrate and explain how the proposer would meet all the requirements and expectations specified in this RFP document.

3.0 City Responsibilities

It is SFD's responsibility to:

- A. Provide contract administration and management services for any Contract awarded as a result of this RFP;
- B. Monitor the EMS system's performance and compliance with the performance-based specifications applicable to the Successful Proposer;
- C. Identify Enhanced Emergency Medical Services (EEMS) posting locations in the Service Area to obtain the desired response time goals.
- D. Provide Dispatch facilities/systems and EEMS dispatch services for all 911 medical EEMS Ambulances;
- E. Commit to the continued collaboration to provide high-quality first response service on life-threatening incidents;
- F. Provide the opportunity for the proposer to use the same medical direction for the system as used by the Sparks Fire Department.
- G. Develop and modify EMS system protocols and procedures;

- H. Manage the medical records data processing system including billing, collections, and accounts receivable management functions, and maintain relationships with third party payers;
- I. The City will pay for service delivered in accordance with response time reliability and clinical excellence and will do so within 30 days of receipt of invoice after the end of the calendar month during which such services were rendered;
- J. For any EEMS services provided by the Successful Proposer on behalf of the City, the City shall be responsible for billing the patient or any third-party payer for the services provided by the Successful Proposer. The Successful Proposer shall not seek payment from the patient or any third-party payer for any services. The City shall pay the Successful Proposer at the rates set forth in the Contract, and the Successful Proposer shall accept the rate as payment in full for services; and
- K. SFD will provide required training on its operational procedures.

4.0 Sparks Fire Department Service Area

SFD Service Area means the City of Sparks and any other area where Sparks Fire Department is authorized, assigned, or requested to provide EMS, ambulance transport, fire, rescue, or related emergency response services. This may include areas covered through automatic aid, mutual aid, interlocal agreement, franchise agreement, or another approved EMS arrangement. The SFD Service Area includes both 911-dispatched ambulance responses and approved non-emergency interfacility transports (IFT) assigned to SFD.

The Successful Proposer shall provide EEMS services within the SFD Service Area. If requested by the City, the Successful Proposer shall also make its staff, ambulances, equipment, and other resources available inside or outside the SFD Service Area to help during a large emergency, disaster, surge event, or other unusual incident. A mutual aid agreement with the proposer will be established prior to implementation of services.

5.0 Core Requirements

- A. Successful Proposer shall furnish EEMS services for all residents and other persons physically present in the Service Area.
- B. EEMS services shall be provided at the ALS and ILS levels of service.
- C. Successful Proposer shall staff the appropriate number of ALS and ILS ambulances in accordance with system demand seven days per week to provide appropriate services to residents and visitors of the City.
- D. The EEMS unit(s) will be deployed with staggered start times as determined by the City at its sole discretion.

- E. Each EEMS unit rendering EMS under the Contract shall be staffed and equipped to render ground EEMS services at listed level of service. This includes the obligation to respond to all 911-Dispatched Ambulance Service calls originating from 911 requests made through the City's Dispatch.
 - 1. ALS Transport: All ambulances rendering ALS emergency 911 services pursuant to this agreement shall be staffed at a minimum with one paramedic and one EMT as defined in NAC Chapter 450B.
 - 2. ILS Transfer or Transports: Ambulances rendering ILS services for emergency 911, interfacility transfers, or transports shall be at a minimum with one Advanced EMT and an EMT or Advanced EMT as defined in NAC Chapter 450B.
 - 3. BLS Transfers: Ambulances rendering BLS services for interfacility transfers or patients discharged from a facility to their home shall be staffed at a minimum with two EMTs as defined in NAC Chapter 450B.
- F. Hourly rate is required for each range of hours at each level of service Advanced Life Support (ALS) Intermediate Life Support (ILS) Basic Life Support (BLS).
- G. SFD will designate:
 - 1. the EEMS unit coverage hours for each service level;
 - 2. deployment times, which shall begin when the Successful Proposer's unit arrives at the designated posting location within the Service Area;
 - 3. posting locations within the Service Area; and
 - 4. manage deployment of resources of the EEMS services contract.
- H. In the case of special events (e.g., Star Spangled Sparks, Hot August Nights, Best in the West Nugget Rib Cook-Off), the City will strive to notify the Successful Proposer of any changes 30 days in advance of special event the EEMS Unit Coverage hours required for each service level.
- I. Successful Proposer will provide a plan to guarantee service under this contract via suitable reserve Ambulances with the contractually required on-board computer technologies, mechanic facilities, towing services, or any other plan developed by the Proposer to provide EEMS services. Costs of these reserves shall be included in the unit rates and no separate charge will be accepted.

6.0 Mandatory Requirements and Performance Standards

- A. Successful Proposer shall not deviate from the color scheme, logo or uniform design approved by the Fire Chief without the Fire Chief's prior written consent.

- B. The Successful Proposer shall maintain records within Washoe County, Nevada and allow for audits as provided in the resultant contract.
- C. Successful Proposer shall not use any EEMS unit once the vehicle mileage on an EEMS Ambulance reaches three hundred thousand (300,000) miles.
- D. Successful Proposer shall provide integration of the Successful Proposer's emergency resources onto the City's dispatching consoles.

7.0 Successful Proposer Responsibilities

- A. Services Description
 - 1. Respond to Emergency calls within the Service Area that are prospectively identified as Priorities 1 through 3 level responses under the guidelines developed by the Fire Chief. Protocols and determinants will be periodically evaluated by the Fire Chief to analyze medical outcome of patients. Sub-determinants may be amended by the Fire Chief to meet the needs of the response. Successful Proposer shall provide EEMS service only when dispatched by the City's dispatch. Successful Proposer shall not self-respond/self-dispatch to emergency events, but Successful Proposer is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be a medical emergency. If such a response occurs, Successful Proposer will notify the City's dispatch as soon as reasonably possible. To clarify this obligation, Successful Proposer shall not monitor police or fire calls and respond to an emergency unless appropriately dispatched by the City's dispatch, but if personnel of Successful Proposer see a person that appears to be experiencing a medical emergency, the City expects that the Successful Proposer's personnel will assess the situation and provide appropriate medical care.
 - 2. Provide EEMS services from the scene to the appropriate health care facility for all persons in the Service Area, consistent with applicable Washoe County Regional EMS protocols and Northern Nevada Public Health requirements.
 - 3. All ambulances providing EEMS services under the Contract shall be staffed and equipped to provide patient care and transport at the appropriate ALS, ILS, or BLS level, consistent with applicable EMS laws and regulations and the terms of the Contract. For ALS-level responses, a Nevada-certified and licensed EMT-Paramedic shall have primary responsibility for patient care. For ILS-level responses, a Nevada-certified and licensed Advanced EMT shall have primary responsibility for patient care. For BLS-level responses, patient care shall be provided by personnel certified and licensed at the EMT level or higher, as permitted by applicable protocols and regulations.

4. Provide EEMS services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
5. All EEMS personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in the City of Sparks. Successful Proposer shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under any contract awarded as a result of this RFP.
6. Participate in SFD mandated operational training.
7. Successful Proposer to acknowledge and abide by the incident command and control procedure implemented by SFD. In addition, Successful Proposer must participate in SFD Incident Command System ("ICS") standard operating procedures.
8. Require its employees, including emergency medical technicians, EMT-Paramedics, supervisors, and management personnel to adhere to SFD's ICS procedures. EEMS crews and other personnel shall participate in and fully comply with accountability procedures when involved in any incident in which the incident commander requires them to use the accountability system. Successful Proposer shall respond to one hundred percent (100%) of calls for which Successful Proposer is dispatched by the City's dispatch that originates within the Service Area.
9. Successful Proposer shall provide all management, personnel, facilities, equipment, training, materials, fuel, services and supplies necessary to provide the required services in the Service Area. Successful Proposer acknowledges that the City shall not provide EEMS Ambulances, clinical equipment or supplies to Successful Proposer. All costs associated with the services referenced herein shall be the sole responsibility of Successful Proposer.
10. Successful Proposer shall ensure that all EEMS Ambulances are at the designated posting locations within the Service Area at the start of the deployment times.

B. Communication Equipment Requirements

1. Successful Proposer shall comply with the following requirements concerning the installation, use, operation and maintenance of their communications equipment:

- a. Obtain any authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the communications equipment, which are necessary to provide the required services;
 - b. At all times for the duration of the Contract, maintain a radio communication system capable of interagency communications; and
 - c. Upgrade communications equipment with comparable and compatible technology if and when upgrades are made. If upgrades are contemplated by the City, the City shall notify Successful Proposer within a reasonable time before such upgrades occur to permit Successful Proposer to upgrade its communications system contemporaneous with upgrades by the City. Successful Proposer is solely responsible for all costs associated with upgrades of interfaces to assure compliance with future communication equipment upgrades.
2. Each EEMS Ambulance utilized for EEMS services shall be equipped with a minimum of one 800 MHz Mobile Radio. This radio shall be P25 compliant and capable of transmitting on Ambulances used under this Contract shall be equipped to communicate through the Washoe County Regional Communication System (WCRCS).
3. Successful Proposer shall equip all EEMS Ambulances and supervisory vehicles used in providing EEMS service with radios for communication with receiving hospital and for ambulance-to-hospital communications.
4. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff regarding the patient.
5. Successful Proposer shall:
 - a. Have its EEMS radios transmit on the 800 MHz Countywide the Washoe County Regional Communication System (WCRCS).
 - b. Communicate with fire agency responders and the City over the WCRCS 800 MHz trunked radio system at its cost;
 - c. Pay for its proportionate use of the 800 MHz trunked radio systems to WCRCS as currently required by WCRCS; and
 - d. Utilize, whether through purchase, lease or other contractual arrangement, an AVL and mobile computer terminal (MCT) system to monitor the location and status of each party's units deployed at all times. Successful Proposer shall be responsible for any and all

costs associated with integrating its AVL and MCT with the City's CAD. The AVL system must fully interface with the City's CAD and be capable of:

- i. Daily clock synchronization with the atomic clock;
- ii. Indicate all system resources available status and location in real-time;
- iii. Send and receive electronic dispatch information, instructions, and call status;
- iv. Refresh the AVL and GPS information no less than every five (5) seconds; and
- v. Availability and operability for all emergency and non-emergency call for service.

8.0 Fleet Requirement

1. All EEMS Ambulances used for services under a Contract shall meet Federal Specification KKK-1822F or National Fire Protection Association (NFPA) 1917, as amended from time to time, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture. Certain exceptions to such standards may be approved by the Fire Chief. If Successful Proposer proposes exceptions to either standard, the proposed exception must be presented to the Fire Chief, in writing, and it is the responsibility of Successful Proposer to justify the recommended changes. The Fire Chief will make a final determination, pursuant to all adopted laws and regulations, and that determination is final.
2. All EEMS Ambulances must be specified and constructed to transport two (2) patients, one (1) Successful Proposer attendant and one (1) SFD first responder in the patient compartment and one (1) family member in the front passenger seat as well as the driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. Additionally, each EEMS Ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.
3. All EEMS Ambulances must comply with Environmental Protection Agency diesel emissions standards in effect on the date of manufacture.
4. No EEMS Ambulance shall have cumulative mileage of more than 300,000 miles.

5. All EEMS Ambulances shall use standard colors, emblems, and markings, as required by existing federal and state standards and City requirements.
6. The color scheme, logo and uniform design shall be approved in writing by Fire Chief prior to installation. The color scheme, logo and uniform design proposed to be used to designate the EEMS Ambulance(s) and personnel of the Successful Proposer shall not be the same as or confusingly similar to the color schemes or designs of SFD or other ambulance service providers operating in the City as determined by the Fire Chief in the Fire Chief's sole discretion.
7. Any restriping/lettering as a result of a Contract shall be at the Successful Proposer's expense.
8. The Successful Proposer shall maintain all EEMS Ambulances and support vehicles necessary to perform its services pursuant to this RFP. All costs of maintenance including parts, supplies spare parts shall be the responsibility of the Successful Proposer.

9.0 Fleet Safety

Successful Proposer shall institute and maintain a fleet safety program that shall address, at a minimum, the following:

1. Driver education and vehicle operations;
2. Systems designed to improve safety, "low forces" and other driving, training and monitoring systems;
3. Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents;
4. Providing appropriate child restraint systems for pediatric patients;
5. Vehicle monitoring and record keeping systems; and
6. Fleet maintenance procedures designed to promote and enhance safety.

10.0 EMS System Medical Oversight

1. SFD shall furnish medical control services through the Fire Chief for all EMS system functions (e.g. medical communications, first responder agencies, transport entity, online control physicians). The Fire Chief does not relieve the Successful Proposer from employing its own medical director as mandated by state and Health District requirements.

2. The Successful Proposer shall be required to:

a. Medical Protocols

- (i.) Comply with medical protocols and administrative policies established by the Northern Nevada Public Health, as well as other requirements and standards established by the Fire Chief;
- (ii.) Document compliance with system of care operational and medical protocols. This documentation shall describe the performance of Successful Proposer as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel); and
- (iii.) Medical protocols shall be reviewed and updated by the Northern Nevada Public Health on a periodic basis with input from system participants. Current medical protocols are available at the Northern Nevada Public Health website.

b. Medical Review/Audits

- (i.) Participate in SFD's Continuous Quality Improvement (CQI) program. The goal of the patient safety and medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of trends, system variation and random sampling of patient contacts provides mechanisms to measure the clinical care provided and enables the Fire Chief to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process and outcome measures in monitoring and improving care. It is the Successful Proposer's responsibility to comply with the Fire Chief audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.
- (ii.) As part of SFD CQI processes or incident investigation, the Fire Chief may require that any employee of the Successful Proposer attend a medical audit when deemed necessary.

Successful Proposer employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the Fire Chief.

11.0 Operational Overview

A. The performance specifications set forth in this RFP encourage continuous improvements in the level of service provided in the City. It is a fundamental expectation that the full block of hours purchased each day is available and maintained for use by SFD. Any downtime or unit replacement or other issues will be the Successful Proposer's sole responsibility

B. The following provisions define expectations for Successful Proposer:

1. Provide the number of equipped EEMS Ambulances as required by the contract unit hours;
2. EEMS Ambulances shall be available for response to a dispatch at the scheduled shift start time from post location;
3. Be responsible for all costs for all routine preventative maintenance and repairs of EEMS Ambulances;
4. Adhere to its maintenance and maintenance records plan during the Contract period. Disruption in service due to non-compliance with the plan will be considered a major breach and grounds for immediate Contract termination; and
5. When an EEMS Ambulance is taken out of service due to mechanical failure or damage, a replacement EEMS Ambulance must be available within sixty (60) minutes.

12.0 Transport Requirements and Limitations

A. Destinations

Patient treatment and transport shall be carried out under state laws and regulations, as well as Northern Nevada Public Health (NNPH) and Washoe County Regional EMS protocols policies and procedures. These policies may include, in the case of EMT-Paramedics, making contact with a physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and Washoe County Regional EMS protocols. Critical patients are normally transported to a nearby emergency department or to a specialty care center (trauma, STEMI, stroke), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time.

B. Prohibition against Influencing Destination Decisions

Personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

13.0 Enhance Emergency Medical Service Ambulance Response Time Performance Objectives

Any Contract issued under this RFP shall require the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Performance will be monitored throughout the Contract. The following EEMS Ambulance response time objectives must be met at a compliance rate of at least 90% each month for each separate Priority line item below by the Successful Proposer.

A. Description of Priority Classifications

Response priorities are defined according to a standard presumptive priority dispatch protocol approved by the Fire Chief. The protocols currently in use by the SPDCC will be used for response time compliance reporting.

There are three priorities for which Successful Proposer shall be required to meet specified response times. The call classification as Emergency, Priority 1, is accomplished by presumptive prioritization in accordance with the current SPDCC protocols currently in use, as approved by the Fire Chief. The descriptions and response time requirements are listed below:

1. Priority Level 1 –Life-Threatening Emergency – Immediate threat to life or limb (ex: cardiac arrest, severe trauma, stroke, or active airway obstruction).
2. Priority Level 2 – Urgent/Non-Life threatening emergency – Acute medical condition or serious injury requiring prompt care, but not immediately life threatening (ex. Isolated bone fracture, controlled bleeding, severe abdominal pain).
3. Priority Level 3 - Non-urgent/low acuity medical call – Stable patient with minor injuries or illnesses requiring evaluation or transport, but no immediate risk of worsening (ex – minor cuts, minor fall, low-grade fevers, or chronic pain).

B. Contract Response Time Performance Objectives

Requests for EEMS service that are received through the SPDCC shall meet the following response time performance standards:

1. For all dispatch level emergency calls of EMS Priority Level 1 the response time shall be no greater than eight (8) minutes and fifty-nine (59) seconds within the City.
2. For all dispatch level emergency calls of EMS Priority Level 2, the

response time shall be no greater than eleven (11) minutes and fifty-nine (59) seconds or less within the City.

3. For all dispatch level emergency calls of EMS Priority Level 3, the response time shall be no greater than nineteen (19) minutes and fifty-nine (59) seconds or less within the City.

C. Response Time Measurement Methodology

The Successful Proposer's response time clock begins at "call receipt" which is defined as when the SPDCC, that directly dispatches the EEMS Ambulance(s), has notified Successful Proposer's unit (either by radio or computer link) that a response is required and that adequate information to identify the location of the call and the priority level has been entered into the SPDCC CAD.

D. Turnout/Chute Time

The elapsed time between Successful Proposer's call receipt and EEMS Ambulance(s) en route shall be 60 seconds or less.

F. Contract Response Time

The time period measured from call receipt to the time when the EEMS Ambulance dispatched to the incident arrives and reports that it is On-Scene as that term is defined herein, or when the dispatched EEMS Ambulance en route to an incident is canceled.

G. At Destination to "time call clear"

For assignments that require transport, the Successful Proposer's at destination to "time call clear" time will be jointly agreed upon with SFD at the time the contract is finalized. Durations shall be measured on a monthly basis.

H. Failure to Report On-Scene Time

When EEMS Ambulance crews fail to report On-Scene, the time of the next communication between dispatch and the EEMS Ambulance crew shall be used as the On-Scene time. AVL may be used to determine arrival time in the absence of a radio transmission indicating the unit is on scene. 100% of all AVL time stamps will be reviewed with proposer's liaison and a fire department representative.

I. Change of Priority

Once a priority has been assigned to a call, SPDCC shall not upgrade or downgrade that priority unless the patient information has changed by the calling party, or unless requested by the on-scene first responder.

14.0 Equipment and Supplies for Emergency Life Support Services

A. Successful Proposer shall provide all facilities, equipment, material, and supplies, necessary to provide the required services and maintain a neat, clean, and professional appearance of equipment and facilities; and shall ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment.

B. Successful Proposer shall use the same or compatible patient care equipment as required by the Northern Nevada Public Health District Official Air Ambulance, Ground Ambulance, and Firefighting Inventory and the Official Paramedic Drug Inventory. The Northern Nevada Public Health webpage may be used to navigate to the regional protocol page to access SFD specific information. The Proposer shall meet or exceed the SFD established standards.

15.0 Key Personnel and Subsequent Personnel Changes

The Successful Proposer will be expected to furnish the personnel identified in the Proposal throughout the term of the Contract. Should a change occur for unforeseen reasons, Successful Proposer would be required to furnish replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent “bait and switch” bidding practices, whether intentional or not.

A. Management Team

Successful Proposer shall furnish a list to the City of all key personnel prior to contract execution, and shall update that list every ninety (90) days throughout the term the Contract. Any replacement of the key personnel requires the following:

1. Requested changes of the local person in charge of Contract shall be communicated to City, in writing, ten (10) business days prior to the effective date of the change. In the event that a change must be made more quickly due to exigent circumstances, Successful Proposer shall make verbal and written notification as soon as reasonably possible;
2. Other changes in key personnel, including supervisors, clinical managers, communications, educational and training supervisors shall be communicated in writing to the City within ten (10) business days of the effective date of change;
3. In each case, the replacement is subject to approval by the Fire Chief;
4. In the event that Successful Proposer seeks to adopt an alternative management structure that changes roles and responsibilities by eliminating or creating specific supervisory and management

positions, or seeks to share positions with related organizations, Successful Proposer shall communicate its intentions and detailed plan to the City in writing at least ten (10) business days in advance of such change to the Fire Chief. The adoption of such alternative management structure shall not be implemented prior to approval of such plan by the Fire Chief;

5. The Fire Chief shall not unreasonably withhold approval of any proposed changes in the management team or structure; and
6. The City Manager may request the removal or reassignment of key personnel or other employees provided that the City provides reasonable cause for the change. If such a request is made, Successful Proposer shall meet and confer with City regarding the request and take appropriate action.

B. EEMS Program Liaison

Successful Proposer shall designate an EEMS program liaison, who may also be the regional director, division manager or similar position. The EEMS Program Liaison shall have an overall grasp of Successful Proposer's entire operation, be responsible for overall day-to-day operations, and perform information review and gathering, and report generation and analysis.

1. Successful Proposer's EEMS Program Liaison shall serve as the liaison between Successful Proposer and SFD.
2. Successful Proposer's EEMS Program Liaison shall have successfully completed Incident Command System (ICS) 100, 200, 300 & 400, and National Incident Management System (NIMS) 700 and 800.

C. Local Field Supervision

SFD recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Successful Proposer shall appoint on-duty field supervisor(s). The minimum requirements and duties for this position are:

1. Provide on-duty supervisory coverage within the designated Service Area. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters;
2. Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner; and

3. Such individual shall have a minimum of one (1) year experience in providing 911 Emergency and Non-Emergency Ambulance transports, and shall have successfully completed ICS 100, 200, 300 & 400, and NIMS 700.

16.0 Character, Competence, and Professionalism of Personnel

- A. Successful Proposer shall ensure professional and courteous conduct and appearance at all times from Successful Proposer's field personnel, medical communications personnel, middle managers and top executives.
- B. All persons employed by Successful Proposer in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check and Successful Proposer shall provide documentation to the City indicating compliance with this requirement for all relevant employees.
- C. The Fire Chief may demand of the Successful Proposer the removal from any position working within the SFD system and employed by the Successful Proposer any employee who misconducts himself/herself, or is incompetent or negligent, in the performance of his/her duties. The Fire Chief shall not be arbitrary or capricious in exercising such rights relative to any employee and shall give that employee an opportunity to explain himself/herself in the presence of the Successful Proposer's management and the Fire Chief before any such removal becomes final.

17.0 Uniforms and Personal Protective Equipment (PPE)

- A. Employees dedicated to the EEMS Ambulance unit(s) in a Contract shall wear uniforms that are approved by SFD. Uniform requirements may be changed at any time during the duration of the Contract at the sole discretion of the Fire Chief.
- B. Successful Proposer shall ensure that employees have the appropriate PPE that meet national safety standards for EMS personnel to include, but not limited to, reflective vest, eye protection, and ear/hearing protection.
- C. Successful Proposer or their employees shall bear all uniform PPE related costs including cleaning, maintenance, repair, and replacement except where specified otherwise.

18.0 Data Collection & Reporting

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. SFD will require the Successful Proposer to furnish complete, accurate, and legible data necessary for the City to monitor clinical activity, bill for services rendered, analyze response time performance, and to report to state and local governments.

Therefore, SFD will require Successful Proposer to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

The Successful Proposer in conjunction with SFD shall establish procedures to automate the monthly reporting requirements and to develop situational status reports that provide alerts when system status falls outside expected parameters.

A. Daily Management Report

A daily operations report will be submitted documenting:

1. unit hours;
2. unit hour utilization;
3. patient transports;
4. a list of each call where there was a failure to properly record all times necessary to determine the Response Time;
5. documentation of all patients meeting trauma, STEMI, stroke, or cardiac arrest criteria including on-scene time and transport to hospital time;
6. vehicle and equipment performance, and
7. employee injury and exposure.

This report will provide both daily and cumulative monthly performance.

B. Response Time Report

SFD may independently validate Successful Proposer's response times using a real time monitoring software (e.g. "FirstWatch" or equivalent), the cost of which will be shared equally with Successful Proposer.

C. Employee Certifications and Continuing Education Report

Successful Proposer shall make available to SFD a complete and current record of all personnel employed to perform Proposer's obligations under this Contract. This list shall be updated annually and transmitted to SFD prior to the anniversary date of the Contract. The list shall include, at a minimum, the name, address, telephone number, paramedic license (and expiration date) or EMT certification (and expiration date), ACLS expiration date, CPR expiration date, and Nevada Driver's License number.

19.0 Essential Patient Care Record (ePCR)

Successful Proposer shall utilize the electronic Patient Care Record system (ePCR) that is designated by SFD. The ePCR shall be accurately completed to include all information required by and established in Washoe County Emergency Medical Services Regulations, EMS Administration, Section 1300.410, Records, Reports: Pre-hospital Care Records and SFD, Standard Operating Procedure for Patient Care Documentation, 500.10. The Proposer will follow all of the approved Sparks Fire Department documentation policies and procedures.

1. The ePCR is the fundamental data collection tool of the EMS system. Successful Proposer shall be required to fully utilize the SFD designated ePCR system and shall be responsible for supplying and maintaining all laptops/tablets necessary for Successful Proposer personnel's use in the field.
2. The Successful Proposer must complete the approved ePCR for each completed transport or patient encounter.
3. An ePCR is required for all patients for whom care is rendered at the scene, or with whom contact is made regardless of whether the patient is transported.
4. The ePCR should clearly identify those instances when two or more patients are transported in the same EEMS Ambulance so that proper patient billing can be performed.
5. ePCR forms should clearly identify any facility diversions or patient requests to be transported to a hospital that is not considered the closest appropriate facility.
6. To ensure that SFD is able to bill its patients in a timely manner, the Successful Proposer is required to provide SFD with accurately completed ePCR. The required minimum information required on an ePCR in order for it to be accepted by SFD includes:
 - a. Call Number
 - b. Incident Number;
 - c. Time call received;
 - d. Time On-Scene;
 - e. Time at destination;
 - f. Crew members names;
 - g. Vehicle unit #;

- h. Requested by;
- i. Run disposition;
- j. Run type;
- l. Destination determination;
- m. Dispatch reason;
- n. Transport from;
- o. Transport to code;
- p. Incident address including city and county code;
- q. Destination address including city and county code;
- r. Patient information, including complete name, complete address, date of birth, sex and phone number;
- s. Complete payer information, including guarantor name, complete address, insurance company name, policy number and any secondary insurance information;
- t. Airway information;
- u. Breathing status;
- v. Circulatory status;
- x. Provider impression information;
- y. Mechanism of injury information;
- z. Minimum of one set of vital signs;
 - aa. Pertinent patient history including current medications and allergies;
 - bb. Complete patient assessment information;
 - cc. In cases involving cardiac monitoring, a copy of the electrocardiogram (ECG) strip identifying all rhythm changes shall be included as part of the record;
 - dd. In cases of trauma, the patient's trauma score, TIFTC status and any injury mitigation devices shall be documented, i.e. car seats, seat belts, airbags, helmets, etc.;

- ee. Any complications or other relevant information; and
- ff. Complete documentation of all treatments and/or responsible party, other person legally entitled to sign on behalf of the patient or a clearly stated reason why the patient is unable to sign, and any other item that the SFD identifies to the Successful Proposer that may become necessary in the future to bill for services rendered.

20.0 Annual Performance Evaluation

SFD may evaluate the performance of the Successful Proposer on an annual basis should the initial contract term be extended. The following information will normally be included in the performance evaluation:

1. Response time performance objectives assessed with reference to the minimum requirements in the Contract;
2. Clinical performance standards assessed with reference to the minimum requirements in the Contract;
3. Initiation of innovative programs to improve system performance;
4. Workforce stability, including documented efforts to minimize employee turnover;
5. Compliance with information reporting requirements; and
6. Relevant industry metrics for ambulance services.

21.0 Continuous Service Delivery

Successful Proposer expressly agrees that, in the event of a default by Successful Proposer under the Contract, Successful Proposer will work with SFD during the cure period to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Successful Proposer shall be obligated to use every effort to assist SFD to ensure uninterrupted and continuous service delivery in the event of a default during the applicable cure period, even if Successful Proposer disagrees with the determination of default.

22.0 Release of Information

Upon receipt of a written release of information from any patient who has been transported by Successful Proposer, Successful Proposer shall provide to the patient, and City at its

request if so authorized by the written release, all information related to the transport in question.

Successful Proposer shall also furnish to the City any records or any additional information regarding transports that are necessary to verify compliance with the Contract.

23.0 Confidentiality of Records

Except as otherwise provided in this Section, information provided by Successful Proposer to the City for purposes of determining compliance with the requirements shall be considered public records unless otherwise declared confidential by law. The confidentiality of records shall be in accordance with federal and state law. The duty to disclose any particular record as a public record in response to a public records request shall be in accordance with state law, and federal law, if applicable, and shall be at the City's discretion.

Successful Proposer shall take all steps reasonably necessary to ensure that it implements and maintains reasonable administrative, physical, and technical safeguards and security measures to protect the confidentiality, integrity, and availability of any protected health information, records and personal information that Successful Proposer creates, receives, maintains or transmits from unauthorized access, acquisition, destruction, use, modification or disclosure; and that all transactions and services conform to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as Nevada Revised Statute Chapter 603A, and regulations promulgated thereunder. Successful Proposer shall comply with the privacy and security provisions of HIPAA and the regulations thereunder.

24.0 Non-Exclusion

Proposer represents and certifies that neither it nor any practitioner who orders or provide services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Proposer further represents and certifies that it is not ineligible to participate in federal health care programs or in any other state or federal government payment program. Proposer agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal health care programs, the party must notify the City within five (5) days of knowledge of such fact, and the City may immediately terminate the Contract.

25.0 No Influence on Referrals

It is not the intent that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by a party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this RFP. Any payments

specified in this RFP and any subsequent Contract are consistent with what the parties reasonably believe to be a fair market value for the services provided.

EXHIBIT 1 – PRICE PROPOSAL

Proposers must use this form to submit their Price Proposal.

SFD seeks a unit-hour price per service level for various ranges of possible shift scheduling so that it may achieve flexibility with its shift schedule to meet varied needs. Shifts are anticipated to be 10 or 12 hour shifts. However, if a proposer believes a different methodology is appropriate the City may consider alternative arrangements if clearly defined in the proposal.

The unit hour cost shall include without limitation, all taxes (excluding sales and use tax), equipment, supplies, staff, fleet, mileage, fuel costs, service and repair costs, insurance, overhead, profit and all other charges, including travel expenses, necessary to meet the requirements of this RFP.

For the purposes of the Proposal, a unit hour is defined as an equipped and staffed EEMS Ambulance at the designated posting location on a response or waiting for a response for one hour. Posting locations may vary and may be changed by SFD on reasonable notice. **The current and anticipated posting locations are shown on Exhibit 3.** Posting locations will be determined by a SFD heat map. Locations will change based on time of day and call volume. A “system status” model will be implemented by the dispatch center to ensure adequate city coverage.

No additional costs or fees will be considered for payment. Payment will be based solely on the Contractor’s approved unit-hour rate multiplied by the number of authorized unit hours actually provided. Hours worked can occur anytime within a 24-hour period.

The current annual unit hours for the initial contract period: ALS 30,660 unit hours, ILS 4,380 unit hours, BLS 0 unit hours required but may be used for interfacility transfers based upon proposal. SFD anticipates growing the program to increase the total hours included in the contract and to include ILS and BLS.

Provide a price for each unit hour range and service level on the table below.

EEMS Ambulance Unit Hour Rates			
Unit Hours annually	ALS unit hour rate	ILS unit hour rate	BLS unit hour rate
0 – 17,520			
17,521 – 26,279			
26,280 – 35,039			
35,040 – 43,799			
43,800 – 52,560			
52,561 – 65,700			

The Successful Proposer's final agreed-upon unit hour rates will be fixed for any subsequent contract's initial term. The Proposer may propose mechanisms that revise unit rate pricing for future renewal periods; however, there is no guarantee that revision to unit-hour rates will be adjusted.

Definitions

Definitions: As used herein, the following terms shall have the follow designated meanings:

- a. ALS means the Advanced Life Support level as defined in Nevada Administrative Code (NAC) 450B.013 under "Advanced Medical Care."
- b. Advanced Emergency Medical Technician (AEMT) shall have the meaning ascribed to it in Nevada Revised Statute (NRS) 450B.025 .
- c. Automatic Vehicle Locator," "AVL/GPS" or "AVL" means the automated system used to track or determine the physical location of Ambulance vehicles through a Global Positioning System (GPS), on a computerized mapping system that is integrated with the SPDCC.
- d. BLS means Basic Life Support as defined in NAC 450B.061 under "Basic Emergency Care."
- e. Enhanced Emergency Medical Services (EEMS) means the Sparks Fire Department's integrated system of emergency medical response and ambulance transport services, including emergency and non-emergency patient care and transportation.
- f. Enhanced Emergency Medical Services Ambulance means a motor vehicle that is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more:
 - i. Sick or injured persons; or
 - ii. Persons whose medical condition may require special observation during transportation.
- g. Emergency Medical Technician (EMT) shall have the meaning ascribed to it in NRS 450B.065.
- h. ILS means the Intermediate Life Support level as defined in NAC 450B.148 under "Intermediate Medical Care."
- i. On-Scene means when an Ambulance unit actually arrives at the specific address or location dispatched with a speed of zero miles per hour, or when the Ambulance unit actually arrives at the point closest to the specified address or location to which it can reasonably be driven.
- j. Paramedic shall have the meaning ascribed to it in NRS 450B.095.
- k. Patient Care Report/Pre-hospital Care Records (PCR) means the written or electronically recorded patient record, in a form approved by the Fire Chief, providing documentation of

all required medical, legal, billing and other information related to a single patient transport.

- l. Service Area means the City of Sparks and any other area where Sparks Fire Department is authorized, assigned, or requested to provide EMS, ambulance transport, fire, rescue, or related emergency response services. This may include areas covered through automatic aid, mutual aid, interlocal agreement, franchise agreement, or another approved EMS arrangement. The SFD Service Area includes both 911-dispatched ambulance responses and approved non-emergency transports assigned to SFD.
- m. Transfer shall have the meaning ascribed to it in NAC 450B.253.
- n. Transport shall have the meaning ascribed to it in NAC 450B.255.