

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (THE “REGENTS”)**, for its public operation known as the **UNM HEALTH SCIENCES CENTER**, specifically the **UNM HOSPITALS**, the **UNM MEDICAL GROUP, INC.**, a New Mexico nonprofit and University Research Park and Economic Development Act corporation (the “UNMMG”), and the **UNM SANDOVAL REGIONAL MEDICAL CENTER, INC.**, a New Mexico nonprofit and University Research Park and Economic Development Act corporation (“SRMC”).

*(for purposes of this RFP, the UNMH, the UNMMG, and SRMC are collectively referred to as the “UNMHSC”)*

**PURCHASING DEPARTMENT  
933 Bradbury Dr. SE, Suite 3165  
ALBUQUERQUE, NM 87106**

**ISSUANCE DATE: April 10, 2022**

## **RFP 459-22 LIFE GUARD PROGRAM FIXED WING & CHARTER SERVICES**

**1. Offer Due Date/Time:** ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **4:00 PM MOUNTAIN STANDARD TIME ON May 10, 2022**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal. Any proposal received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. Proposals must be in a sealed envelope and must be clearly marked with the RFP number and submission deadline (as listed above) in the lower left hand corner.

**2.** A non-mandatory pre-proposal conference will be held on **April 20, 2022 at 10:00 a.m. MDT via Zoom**, at the link below. The conference will provide proposers an opportunity to discuss the project and RFP requirements with UNMH. Potential proposers are encouraged to submit written questions in advance of the conference. The identity of the organization submitting the question(s) will not be revealed. Additional written and oral questions may be submitted at the conference. All questions will be addressed at the conference. A public log will be kept of the names of potential proposers that attended the pre-proposal conference.

Join Zoom Meeting

<https://hsc-unm.zoom.us/j/96048597836?from=addon>

Meeting ID: 960 4859 7836

Passcode: 249650

One tap mobile

+13462487799,,96048597836#,,, \*249650# US (Houston)

+16699006833,,96048597836#,,, \*249650# US (San Jose)

**3.** UNMH invites you (“Offeror”) to submit an offer for materials and/or services set forth in this RFP. Please read carefully the instructions, specifications, and Standard Terms and Conditions, because

failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

**4. Procurement Specialist Contact Information:** The UNMH has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Gary Prosocki  
Title: Procurement Specialist  
Email: gprosocki@salud.unm.edu  
Address: 933 Bradbury Drive, SE, Suite 3165  
Albuquerque, NM 87106

**5. Public Disclosure:** . New Mexico Inspection of Public Records Act, Section 14-1-1 et seq., NMSA 1978 as Amended (“IPRA”) limits the UNMH’s ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibit pursuant to federal or state law.

**6. Table of Contents:**

Section I.	Introduction and General Information
Section II.	Proposal Copies and Format
Section III.	Additional Instructions to Offerors
Section IV.	Request for Proposal Terms and Conditions
Exhibit A.	Scope of Work
Exhibit B:	Performance and Service Requirements
Exhibit C:	UNMH Lifeguard Performance Specifications
Exhibit D:	HSC Outreach Program Performance Specifications
Exhibit E:	Proposal Submission Requirements
Exhibit F:	Evaluation Criteria
Exhibit G:	Cost Response
Exhibit H:	Resident Veteran Business Certification
Exhibit I:	Authorized Signature Page
Exhibit J:	Small & Small Disadvantaged Business Certification
Exhibit K:	Conflict of Interest Certificate Form
Exhibit L:	Insurance Requirements
Exhibit M:	Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991)
Exhibit N:	Sample Agreement
Appendix A:	UNMH Lifeguard Program most commonly used airports
Appendix B:	HSC Outreach Program most commonly used airports

## **SECTION I. INTRODUCTION AND GENERAL INFORMATION**

The purpose of this Request of Proposals (RFP) 450-21 is to solicit sealed proposals to establish contract(s) through competitive negotiations for the procurement of goods and/or services as set forth in **Exhibit A, Scope of Work**.

It is intended that this RFP will result in UNMH entering into a contractual agreement with one or more successful Offeror(s), for an initial four-year (48-month) agreement with the first renewal option being an additional four-years (48-month), then two additional two-year (24-month) renewal options. Total contract term shall not exceed ten years (10), including all renewals as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by UNMH. The UNMH must approve all contract renewals, amendments and adjustments.

**1.1 Forms and Exhibits.** The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror shall be completed and signed by a duly authorized representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

**1.2 Requirements.** For purposes of this RFP:

1.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and

1.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.

**1.3 Notice.** The Offerors are put on notice that from the date of issue of the RFP through any award notification of the Agreement:

1.3.1 Only the Procurement Specialist is authorized by the UNMH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

1.3.2 Offerors should not contact any of the staff at UNMH, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;

1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, UNMH employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and

1.3.4 UNMH, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

**1.4 Information**

- 1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- 1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror's Proposal.
- 1.4.3 Offerors shall not: Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review were present with respect to this RFP; or hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

## **1.5 Clarification and Questions**

- 1.5.1 Submission. **Offerors may request clarification of this RFP by:**
  - 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
  - 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
  - 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
  - 1.5.1.4 Submitting all requests for clarification no later than **2:00 PM MST, May 3, 2022.**
- 1.5.2 Questions and Answers. The UNMH will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section(s) 1.5.1 and 1.6. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

**1.6 Issued Addenda.** Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNMH proposal website visit <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

**1.7 Amendments to the RFP.** UNMH shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written, oral or inferred, will amend this RFP. The addenda shall be binding on each Offeror.

## **1.8 Clarification of Offeror's Proposal**

- 1.8.1 UNMH shall have the right at any time after Proposal submission, to seek clarification from any Offeror in respect of such Offeror's Proposal, without contacting other Offerors. UNMH is not obliged to seek clarification of any aspect of a Proposal.
- 1.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by UNMH from an Offeror in response to a request for clarification from UNMH shall be considered part of the Offeror's Proposal.

**1.9 Verification of Information.** UNMH shall have the right to:

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNMH deems appropriate, including contacting persons in addition to those offered as references, and to reject any Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- 1.9.2 Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and
- 1.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMH verifying such information.

## **SECTION II. PROPOSAL COPIES AND FORMAT**

### **2.1 Number of Responses and Copies**

Offeror's proposal shall be clearly labeled and numbered and indexed as outlined in **Section 2.2. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal must be submitted in separate binders and must be prominently displayed on the front cover.

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP 459-22 UNMH LIFEGUARD PROGRAM FIXED WING & CHARTER SERVICES.
- 2.1.2 **Proposal - One (1) ORIGINAL, Three (3) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPIES shall be in separate labeled binders. The proposal can NOT be emailed.**
- 2.1.3 **Electronic Copies - The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

Any proposal that does not adhere to the requirements of this Section and **Section 2.2 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

### **2.2 Proposal Format**

- 2.2.1 All proposals Shall be submitted as follows:
  - a. Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
  - b. Page limit not too exceed 150 pages.
  - c. Pages must be one-sided, one and one-half spaced and numbered.
  - d. Typeface must be easily readable such as Time Roman, type size 12-point.
  - e. Each Proposal must be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

#### 2.2.2 Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal should be **organized and indexed** in the following format and should contain, at a minimum, all listed items in the sequence indicated.

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit I)
- C. Proposal Response
  - I. Introduction
    - A. Minimum Offeror Requirements
    - B. Description of the Offeror Organization
  - II. Offeror Qualifications
    - A. Experience in Air Medical Transport
    - B. Experience in Charter Transport

- C. Corporate Resources
- D. Operational Strength
- E. Safety Management Program
- F. Flight Data Monitoring Program
- G. Aviation Safety Record
- III. Operational Control Center
  - A. Description
  - B. Staff Qualifications
  - C. Client Interface
- IV. Operational Performance
  - A. Personnel
  - B. Training Programs
  - C. Experience in the LGAES and UNMHSC Primary Aircraft
- V. Airplane and Equipment
  - A. LGAES and UNMHSC Primary Fixed Wing
  - B. Offeror's Proposed Back-up Medical Fixed Wing and proposed Back-up Corporate Fixed Wing
    - 1. Offerors shall disclose if their intent to use a medical conversion kit for the Primary Outreach Fixed Wing.
    - 2. Offerors shall disclose their intent for charter services to back up the Primary Outreach Fixed Wing, and to make arrangements for jet services as needed.
  - C. Maintenance Program
  - D. Local Facilities, Fuel and Equipment Inventory
- VI. Aviation Safety and Quality Management Programs
  - A. Safety, Outreach and Marketing
- D. Exhibits
  - 1. Cost Proposal (Completed Exhibit G)
  - 2. Resident Veterans Certificate (Exhibit H) (If Applicable)
  - 3. Small & Small Disadvantaged Business Certification (Completed Exhibit J)
  - 4. Conflict of Interest and Debarment/Suspension Certificate Form (Completed Exhibit K)
  - 5. Insurance Requirements (Exhibit L)
  - 6. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Completed Exhibit M)
- E. Offeror's Additional Terms and Conditions (if applicable)
- F. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

### **SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS**

- 3.1** In accordance with NMSA 1978 § 13-1-21 (as amended), Offerors should include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. In addition, for the resident Veterans preference, the attached Resident Veteran Preference Certification” form (Exhibit C) should be completed and signed.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

- 3.2** **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as **Exhibit I**.
- 3.3** **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit J**
- 3.4** **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit K**.
- 3.5** **INSURANCE REQUIRMENTS:** The Offeror should provide proof of insurance coverage, meeting the requirements in the Section labeled “Insurance Requirements” or as noted in the specifications **Exhibit L**. Offeror should submit proof of insurance in the form of a “Certificate of Insurance” with their response and prior to commencing work under the resulting contract. Offeror’s insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to UNMH, in its sole discretion, prior to award of an Agreement.
- 3.6** **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit M**.



#### **SECTION IV. REQUEST FOR PROPOSAL GENERAL TERM AND CONDITIONS.**

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors' response may be incorporated into any Purchase Order/ Agreement issued as a result of this RFP, including any addenda. UNMH reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors' proposal may be incorporated into the Contract. Should an Offeror object to any of the UNMH Standard Terms and Conditions the Offeror should propose specific alternative language that would be acceptable to UNMH. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNMH and will result in disqualification of the Offerors' proposal. Offerors' should provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMH and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

UNMH reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. It further reserves the right to accept or reject any modifications to the terms and conditions if it is in the best interest of the UNMH to do so.

1. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
2. **APPROPRIATION.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMH.
3. **ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
4. **AWARDS – MULTIPLE.** The University reserves the right to make multiple awards to primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
5. **PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for a term up to ten (10) years as provided for in NMSA 13-1-150 (Multi-Term Contract).
6. **BRAND NAME OR EQUAL.** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
7. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
8. **DELIVERY DATE.** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated, please state your earliest delivery date in your offer.

9. **DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNMH awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements:  
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of service offered or the cost of services proposed shall not be designated a proprietary or confidential information.  
If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, UNMH shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
11. **EMPLOYEE CERTIFICATION.** The Offeror and all Offerors’ employees utilized on the work to be performed under this RFP should have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
12. **WARRANTY:** A copy of the warranty should be included in your submission.
13. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of one hundred and eighty days (180) calendar days; an additional time period may be requested by UNMH.
14. **PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
15. **RELATIONSHIP OF PARTIES.** The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMH for any purpose, including, but not limited to, workers’ compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
16. **REQUEST AS AGREEMENT:** This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request’s terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMH. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.
17. **LATE SUBMISSIONS.** Late submissions of offers will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened
18. **OPTION TO RENEW.** UNMH reserves the option to renew the RFP’s resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMH. These renewal options

will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.

19. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. **RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
21. **STATE AND LOCAL ORDINANCES.** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
22. **SAMPLE AGREEMENT:** The successful respondent will be required to enter into an Agreement, similar to Exhibit K, with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals. If exceptions to the terms and conditions of Exhibit K are taken provide a redlined version with your response, for consideration.
23. **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. The successful Awardee may be required to complete the UNMHs Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
24. **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.
25. **QUANTITIES.** UNMH may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on UNMH needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
26. **AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.
27. **DAMAGE AND SECURITY OF UNMH PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNMH against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
28. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMH's authorized representative prior to commencement of the work.

29. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMH's authorized representative.
30. **OSHA REGULATIONS.** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold UNMH free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
31. **PACKAGING.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
32. **\*\*PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
33. **RELEASE UNMH REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico Hospitals, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico Hospitals or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.
34. **REMOVAL OF OFFEROR'S EMPLOYEE(S).** UNMH may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMH may immediately terminate, with written notice to Offeror, the services of any Contractor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
35. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the University of New Mexico Hospitals, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.
36. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNMH Evaluation Committee reserves the right to waive minor irregularities. The UNMH Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the UNMH Evaluation Committee.
37. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify UNMH promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.
38. **SELLER'S EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University.

Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.

39. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
40. SITE INSPECTION. The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

## **EXHIBIT A SCOPE OF WORK**

### **1. INTRODUCTION**

University of New Mexico Hospital (UNMH) is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating nearly 90,000 emergency patients during more than 500,000 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMHSC). Included within the UNM Hospital System are the Children's Hospital, Children's Psychiatric Center (CPC), UNM Psychiatric Center (UNMPC), Mental Health Center (MHC), and Carrie Tingley Hospital (CTH) as well as several other clinics.

UNMH is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest.

### **2. BACK GROUND**

#### **A. Lifeguard Air Emergency Services (LGAES)**

LGAES is a UNMH based critical care transport program providing services 24 hours per day, 365 days per year, for all patient populations via fixed and rotor wing vehicles. LGAES transports patients throughout New Mexico, eastern Arizona, southeastern Utah, southern Colorado and western Texas, utilizing a medical team that is composed of Registered Nurses, Paramedics, Nurse Practitioners, Respiratory Therapists and Physicians. LGAES transported 1077 patients in 2021 by Fixed Wing of which 885 were adult/pediatric patients and 192 were neonatal patients. The transport volume outpaced the two full time Medical Fixed Wing capacity, resulting in 310 simultaneous demand requests that were not able to be filled or had to be stacked. The air medical base is strategically located at the Albuquerque International Sunport. The most commonly used airports are included in Appendix A

LGAES has a communication center that is staffed with three communication specialist 24/7 and provides dispatch services for the programs rotor wing, Fixed Wing and ground critical care services, as well as some additional services provided to the health system.

LGAES is accredited by the Commission on Accreditation of Medical Transport Systems (CAMTs), ensuring the highest standards of quality and safety are met on every transport. The selected Offeror shall meet or exceed each applicable CAMTS standard. The Administration and Accountability of the Program is UNMH.

#### **B. UNMHSC Outreach Services**

The Charter services current operations serve Carrie Tingley Hospital Orthopedic Clinical Outreach (CTH) in the cities of Gallup NM, Farmington NM, Hobbs NM, Las Cruces NM, Roswell NM, and Silver City NM. The most commonly used airports are included in Appendix B. CTH utilized the Charter services for 27 Outreach Clinic transports in 2021, all of which were prescheduled in advance. CTH provides the outreach schedule for a full calendar year, and if any additional outreach clinic dates are requested, written notification occurs at a minimum of 48 hours prior. UNMH system is expanding their Clinical Outreach activities to include additional service lines, which will increase the current volume, and need for services Monday through Friday each week.

### **3. OVERVIEW OF SERVICES**

Through this Request for Proposals (“RFP”) UNMH will contract with one or more Offerors to provide services to LGAES and/or UNMHSC Outreach, for four primary Fixed Wing aircraft, operate under instrument conditions: three are to be operated single pilot and medically configured as defined herein as Primary Medical Fixed Wing with two of them staffed and maintained for readiness to respond 24 hours a day, 365 days a year, to inter-facility transports, and one to be staffed 12 hours a day, 365 days a year; the fourth aircraft will serve as the Primary Outreach Fixed Wing with primary passenger seating as defined herein for prescheduled outreach clinic transports Monday through Friday, and may be operated single pilot, unless dual pilot is required for the aircraft proposed. The Offeror may elect to provide the Outreach Fixed Wing with a quick conversion medical interior so it may also serve as an On-site Back-up Medical Fixed Wing during those times outreach flights are not scheduled. The use of the Primary Outreach Fixed Wing in a medical Back-up role cannot compromise Outreach flight activity. Further detail as to the Back-up provisions for the Primary Medical Fixed Wing and the required support should the Primary Outreach Fixed Wing be out of service is detailed below in Sections B-D.

From time to time, LGAES may also have a need to access a Jet airplane for longer distance flights, and such requests will have at least a 24 hour notice. This request can be served by the Offeror, or via its arrangements with a third party medical jet provider that is pre-approved by UNMH.

UNMH has structured this RFP and its Fixed Wing services to be in a contractual relationship with an Offeror who will provide part 135 services for all operations, all aviation personnel including pilots and mechanics, the primary and back up aircraft, and all related aviation management services. Offerors shall be experienced in providing air medical Fixed Wing operations. Proposals must meet all the specifications contained herein, and it is understood that the Offeror’s credentials, qualifications, financial stability, safety program, accident history, historical service performance in serving its customers, experienced in the proposed LGAES and UNMHSC aircraft, and unique LGAES operating environment, will be the primary basis for the evaluation of a proposal. Price is a factor in the selection process based upon the value for money demonstrated by the Offeror’s performance and its proposal.

UNMH will award initial four-year (48-month) agreement(S) with the first renewal option being an additional four-years (48-month), then two additional two-year (24-month) renewal options. Total contract term(s) shall not exceed ten years (10), including all renewals, with the successful offeror(s), for services to January 1, 2023.

The aviation services to be provided are detailed in Exhibits B-D below. The Offeror shall furnish the primary aircraft for LGAES and UNMHSC, aviation personnel, aviation management services, maintenance, and the Back-up Aircraft necessary to operate the programs in an optimal state of readiness.

## **EXHIBIT B PERFORMANCE AND RESOURCE REQUIREMENTS**

The Purpose of Exhibits B-D are to establish the minimum performance requirements expected for the operation of the LGAES Medical Fixed Wing program, and the UNMHSC Outreach Fixed Wing program. The major objectives to be accomplished through an agreement with the selected organization are outlined herein. The performance objectives have been divided into three sections: Performance and Resource Requirements, Aviation Performance Specifications for the LGAES program, and Aviation Performance Specifications for the UNMHSC program. LGAES will serve as the manager of the medical and outreach Fixed Wing. Notwithstanding these requirements, the selected Offeror retains full operational control as required by the Federal Aviation Administration.

### **1. Non-Compete—Medical Transport Services**

UNMH expects a preferred customer relationship with its Offeror in regard to the medical transport services and does not intend to enter into an Agreement whereby in the future it will be competing with an Offeror's rotor or Fixed Wing medical transport community/independent bases or any other rotor or Fixed Wing medical transport relationship whereby the Offeror has financial gain or risk directly resulting from patient transport volume. Such bases that are operating as of 31 January 2022 in the LGAES service area and are fully disclosed in the Offeror's proposal will be excluded from the non-compete.

LGAES has established the Non-compete Zone as an area defined as Fixed Wing within 125 miles of the operating LGAES base. This Non-compete Zone applies to any community/independent, alternative delivery or similar risk sharing business relationship, or a new traditional air medical program.

The Offeror and its personnel shall not undertake or permit any business practices that would have the effect of promoting its own business or personal interests at the expense or to the detriment of the UNMH, and/ or LGAES, or undertake any business in the LGAES region that would result in the Offeror directly competing with LGAES.

In any circumstance whereby the Offeror, through an acquisition or merger, becomes the owner or provider of services to any program within the LGAES Non-compete Zone, UNMH, in its sole discretion, shall have the right to terminate the Offeror Agreement.

The selected Offeror agrees that it will not establish any new air medical transport program, independent/community based or hybrid model thereof, which would compete with the services provided by LGAES within the regional service areas included in the Non-compete Zone. Each of the non-compete restrictions shall apply throughout the term of the Agreement and for a period of one year thereafter.

For clarity, the non-compete does not apply to the UNMHSC Outreach Fixed Wing Services.

### **2. Safety Training and Education**

The Offeror, in conjunction/joint development with the UNMH programs, shall implement annual safety training courses for LGAES and UNMHSC personnel assigned to perform the UMNH services herein. In addition, the Offer shall provide training to any individuals/groups such as airport or ramp personnel to assure safety in the operations in and around the airplane. In its proposal, the Offeror shall describe the safety course and strategies for maintaining proficiencies of the UMNH assigned staff and medical team. The air medical program personnel training shall include at a minimum:



- Loading and unloading procedures.
- Personnel safety.
- Weather criteria analysis.
- Air Medical and UNMHSC Personnel Resource Management.
- Air to ground communications through radio frequencies for use by the LGAES or the UNMHSC personnel.
- Material Safety Data Sheet (MSDS) on any material exposure for UNMH personnel.
- Detailed outlines, objectives and rosters of all personnel completing safety training. Offeror will provide education and training for UNMH employees directly involved with the services provided, both in flight and on the ground. The education program will be provided at no cost and will include formal and informal training of LGAES and UNMHSC employees involved in the flight services program, and local ambulance and rescue crews who interact with the Fixed Wing air ambulance service.

### **3. Initial and recurrent medical crew and communication specialist training**

The Offeror shall conduct and document initial and recurrent training for all LGAES medical crew and communications specialists, as well as UNMHSC staff to meet Federal Aviation Administration (FAA) requirements and then current CAMTS standards.

Medical crew and UNMHSC staff, initial and annual recurrent training to be provided by the Offeror shall include:

- Emergency procedures for medical and charter flights,
- Safety procedures for the patient and medical crew in and around the aircraft,
- Weather,
- Survival training that takes into consideration the special environmental factors including mountainous terrain and over water operations, and the seasonal weather shifts experienced.
- Communications and radio procedures,
- Passenger responsibilities,
- Loading and offloading procedures, and
- Post-Accident Incident Plan.

Communications Specialist initial and annual recurrent training to be provided by the Offeror shall include:

- Emergency procedures,
- Weather,
- Navigational procedures,
- Map reading,
- Post-Accident Incident Plan, and
- Interface with the Operational Control Center as applicable.

The Offeror shall provide detailed outlines, objectives and rosters of all personnel completing safety, initial and recurrent training.

### **4. Initial and recurrent aviation and site-specific training is required**

The Offeror shall conduct the initial and recurrent training program for all pilots and mechanics assigned to the UNMH contract. Such training should be considerably more comprehensive than the annual FAA check ride conducted by the Offeror.

Each pilot shall be familiar and knowledgeable of all airports normally served by LGAES and UNMHSC as identified in Appendix A and Appendix B to this RFP. The Offeror will describe in its proposal the method by which their aviation personnel will be tested, recorded, and retain such information. All known airport data will be documented and reviewed on an annual basis to meet or exceed current CAMTS standards.

### **5. Safety Management Program Required**

The Offeror will be responsible for the Safety Management Program for the aviation component of the air medical and charter services.

The Offeror's Safety Management Program shall assure incorporation of related LGAES and UNMHSC safety management program goals and objectives to assure consistency in the overall program safety culture and operations.

The Offeror should have an established Flight Data Monitoring (FDM) program in place that complies with FAA 135.607. Data will be regularly obtained from an on-board unit and analyzed by the Offeror. The Offeror will share de-identified, previously agreed-upon data points on a regular basis to UNMH. Examples of shared data points include aggregate operational data and aircraft exceedances.

### **6. Multi-Disciplinary Quality Management**

Consistent with CAMTS Standards the Offeror will regularly participate in the LGAES Safety and Quality Committee to facilitate positive evolution of processes and outcomes that are tied to the overall mission of the LGAES program. The Offeror will assign at least one (1) member of the pilot staff, and one (1) member of the maintenance staff to participate in person in this committee. At the Offerors' option, these representatives may have concurrent duties in the areas of leadership or the safety function as previously identified.

LGAES is committed to continued leadership in the air medical industry and therefore intends to integrate flight data into the overall scope of its multi-disciplinary quality committee.

The Offer shall separately participate in quality reviews of the outreach program operations on a monthly basis.

To maximize opportunities for improvement in LGAES and UNMHSC operations, the Offeror will work collaboratively with LGAES and UNMHSC in collecting, analyzing, and reviewing data gleaned from any Flight Operations Quality Assurance (FOQA) program or flight data recording devices installed on aircraft used for the performance of the contract. Data sharing shall include but not be limited to:

- Aggregate and Program specific trend data evaluated by the Offeror,
- Data points and trends associated with pre-defined collaborative projects, and
- Data that contributes to efficient episodic resolution of anomalies encountered during operations on behalf of LGAES or UNMHSC.

### **7. Data and record keeping requirements**

The Offeror will maintain and submit the following records for UNMH to review, as it may deem necessary:

- Risk Assessment matrix
- Safety Management, Quality Management and Fatigue Management program
- Pilot flight manifest including work and rest hours
- Flight operations manual. This manual will include all policies and procedures relating to the aviation component of the program such as accident and incident procedures, refueling procedures for normal and emergency situations, weather minimums for the flight route, etc.
- Safety operations manual including all then-current Occupational Safety and Health Administration (OSHA) required programs and Material Safety Datasheets (MSDS) for materials supplied or stored on site.
- Maintenance records and logbooks for Aircraft assigned to LGAES and UNMHSC.
- Weight and balance specifications and operational performance for the Primary Fixed Wing and any Back-up Fixed Wing used in the program.
- Weather monitoring and documentation system.
- Documentation of each pilot's most recent training and proficiency checks.
- Training manuals for pilots and mechanics specific aircraft & engines.

- Documentation of each A&P mechanic's most recent training.
- Fuel Quality program including logs of fuel and fueling system checks, audits and maintenance.

### **8. Early Termination**

Conditions and circumstances which may result in early termination of the Agreement by UNMH include the following:

- a. Willful falsification of information supplied by the offeror during or subsequent to the procurement process.
- b. Failure of the Offeror to operate the program in a manner which enables itself and or UNMH to remain in compliance with the then-current Federal or State laws, rules, or regulations.
- c. Willful falsification of data supplied to UNMH during the course of operations.
- d. Failure to perform required and / or necessary maintenance.
- e. Willful violation of any established airplane operating or safety standards.
- f. Violation by the Offeror or its personnel of the Confidential Information provisions as defined in this RFP.
- g. The provision of services to its own air medical services, or any other air medical organizations in violation of the non-compete requirements set forth herein.
- h. Deliberate excessive and unauthorized scaling down of operations to the detriment of LGEAS or UNMHSC performance during any negotiation, arbitration, court action, or "lame duck" period.
- i. Chronic failure to furnish personnel of the quality and experience as proposed.
- j. Chronic failure to provide the personnel staffing levels proposed.
- k. Chronic failure to provide the Back-up Fixed Wing proposed.
- l. Chronic failure of the Operator's personnel to conduct themselves in a professional and courteous manner, and to present a professional appearance.
- m. Chronic failure to perform relative to any section of the UNMH – Offeror Agreement, addendum, and associated documents.
- n. Abuse of the mechanisms of the UNMH Agreement to enhance the Offeror's profits, directly or indirectly at UNMH's expense, by way of such practices as receiving commissions, discounts, or other consideration from manufacturers or outside providers without reducing the effective purchase price of the item or service to UMMH by the same amount, or by any other business practice such as violation of the non-compete provision that would have a similar effect on UNMH.
- o. Insolvency of Offeror; filing by or against Offeror of a petition under any chapter of the United States Bankruptcy code or successor legislation (or any similar petition under any insolvency law of any jurisdiction), but if such petition is an involuntary petition Offeror shall have the right to contest such involuntary petition and Offeror shall not be a default if the petition is contested and dismissed within 60 days of filing such petition; the proposal of Offeror of any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; the making of any assignment or trust mortgage by Offeror for benefit of creditors, or appointment of or taking possession by a receiver, trustee, custodian or similar agent with respect to any property or business of Offeror.
- p. Inclusion of the Offeror or any of its personnel on the OIG's List of Excluded Individuals and Entities List.
- q. Failure to meet insurance requirements.

For the purpose of this section, “chronic” is defined as having occurred two times in any consecutive four-month period.

It is not the intent of UNMH to enter into an Agreement that is continuously experiencing chronic defaults and/or failure to perform. Under such circumstances, UNMH retains the right to early termination of the Agreement no less than six (6) months following written notice.

Early termination may occur if there is directive from federal, state or local government that significantly impairs the ability of UNMH to continue to operate the LGAES or UNMHSC program in compliance with applicable standards, or to remain in compliance with applicable internal or external operational, financial, or medical care standards or requirements. Under such circumstances, UNMH would issue written notice of a minimum of six (6) months to the Offeror.

**9. Safety, Outreach, and Marketing**

- a. **The Offeror shall provide a minimum of 12 flight hours, per Primary Medical Fixed Wing, per year, for a total of 36 flight hours, which shall be provided to UNMH, at no cost, for safety, outreach and/or marketing.**

**10. Methods of Compensation**

- a. **The Offeror shall provide a categorical breakdown of the monthly service fee as requested in Section E of this RFP. An applicable increase for each line item over the term of the contract shall be identified.**
- b. **The Offeror shall secure the aircraft hangar, including aircraft space, office space, pilot quarters, mechanics work area, storage space, and auto parking associated exclusively to those services solely provided to LGAES and UNMHSC, and include this expense in the breakdown of monthly service fees. UNMH will have the right to take over responsibility for same, in UNMH’s sole discretion, subject to landlord approval and release of offeror from the respective lease or termination thereof.**
- c. **LGAES and UNMHSC shall pay the direct cost of fuel for their respective requested patient and outreach flights; however, Offeror shall pay for fuel for all training, maintenance, and ferry flights. It will be the responsibility of the Offer to arrange for all fuel, and assure all fuel meets quality standards.**

**11. Liquidated Damages**

UNMH shall assess liquidated damages for Offeror’s failure to perform as required in this RFP and subsequent Agreement. Liquidated damages for LGAES shall be calculated at a daily rate equal to 1/30th of the Offeror’s fixed monthly fee for the affected aircraft, pro-rated hourly.

## EXHIBIT C

### UNMH LIFE GUARD AIR EMERGENCY SERVICES PROGRAM AVIATION PERFORMANCE SPECIFICATIONS

UNMH is seeking to select one Offeror to provide all the services listed herein for LGAES medical mission and UNMHCS outreach mission. While each of these programs have certain unique aviation requirements, they draw from the same aviation services foundation and provide cross over opportunities for the Offeror such as pilot or mechanic staffing.

For reference, the LGAES aircraft will be identified as the Primary Medical Fixed Wing and the UNMHCS aircraft will be identified as the Primary Outreach Fixed Wing.

#### 1. Aviation Performance Specifications for LGAES

The aviation performance specifications indicated in this section are the minimum requirements for the operation of the Medical Fixed Wing service. Offerors are to carefully consider these specifications and indicate in their proposals as to how they intend to meet or exceed these requirements, and any cross over they may leverage with the services provided to the UNMHSC outreach program.

#### 2. Minimum Standards for Medical Flight Operations

The air medical program shall be operated, at a minimum, in such a way that meets or exceeds the higher of the then-current standards established by the Federal Aviation Administration (FAA) or those of the Offeror. In addition, the Offeror is expected to perform and conduct operations in such a way that allows LGAES to meet or exceed the then-current accreditation standards as published by the Commission on Accreditation of Medical Transport Systems (CAMTS).

#### 3. Primary Medical Fixed Wing Aircraft

All proposal responses shall reflect information and pricing for three pressurized, Fixed Wing, multi-engine (preferred) aircraft, all with standard medical interiors, preferably Spectrum, to be staffed and available for immediate response 24 hours every day. LGAES prefers the Beechcraft King Air 200 as its Primary Aircraft, but will accept proposals for alternative aircraft that meet or exceed the specifications below and are capable of completing LGAES adult, pediatric, and neonatal clinical mission with the following specifications:

- Maintain a minimum cabin pressure differential to outside air pressure of 4.25 psi
- Multi-engine (preferred) IFR capability
- Cruising speed of not less than 200 miles per hour at 75%
- Cruising range of at least four hours plus IFR reserves at 75%
- Turboprop engines of not less than 550 horsepower each
- All equipment required for FAR, Part 135, day or night, all-weather single pilot IFR operation
- Capability of holding minimum altitude of 11,000 feet MSL at gross weight with one engine inoperative and feathered.

- Cabin configuration that is large enough to allow unrestricted access to the patient while in flight by at least two transport members, as well as adequate room for medical equipment and supplies to be secured and readily accessible.

Cabin configuration preferably with a Spectrum interior, which allows for the easy installation of isolette or stretcher.

- Cabin capacity and stretcher systems to carry maximum 2 adult patients in supine position or 1 adult patient in supine position and 1 isolette.
- A means of securely anchoring the equipment, isolette, stretcher, oxygen and air bottles to the airframe.
- Ability to maintain cabin altitude not greater than 7500 feet.
- A method of providing for air and oxygen to the patient care compartment of the aircraft. Outlets should be rated at 50 psi with two outlets (each), for a minimum of five hours of operation of transport ventilators at conventional settings, and up to a maximum to provide a flow of 60 liters/minute at 100% FiO<sub>2</sub> (high flow) for a total run time of four hours, plus 30 minute reserve. Will consider conventional or liquid oxygen systems. The aircraft operator will be responsible for providing full oxygen tanks for the aircraft at the start of each transport and maintain the proper storage and handling of the oxygen system proposed.
- A 115-volt, 60 Hz power source with four standard three-prong receptacles required (eight preferred), capable of operation with either engine inoperative and of enough integrity to operate sophisticated solid-state circuitry and servo-motors. This system will need a minimum load capacity of 300 watts.
- A 24 volt, 120 watt D/C power source available in the cabin.
- All outlets labeled and Chemtron outlets color coded as follows: Oxygen will be green, Air will be yellow, Vacuum will be white.
- A means of aircraft –to-hospital communications / Satellite phone mounted in the aircraft. This should be first person communication between transport team and hospital personnel.
- Adequate light source to provide proper patient care (11 foot candles on isolette or stretcher).
- Suction available in the cabin, to supply 40 cm Hg of vacuum.
- IV holders overhead.
- Storage area and shelving to adequately store and secure carry-on items and medical equipment during flight.
- Washable material on floors, sidewalls and ceiling to allow for proper cleaning, disinfection, and decontamination.
- Switches and valves easily accessible from patient care area.
- A functioning cabin intercom system and three headsets with multiple communication ports for communication between pilot and UNMH personnel, if necessary.

- Seating for 3 medical personnel and 1 passenger, minimum.

Offeror will be responsible at all times for the acquisition and furnishing of, payment for, and operation, repair and replacement of any and all medical equipment mounted on the aircraft to include all oxygen equipment (i.e., tank, hoses etc., for any aircraft required to have medical equipment on board).

- Capable of operating into and out of all the airports listed in Appendix A.

#### **4. Back-up Medical Fixed Wing Aircraft**

A Back-up Medical Fixed Wing shall be provided during scheduled maintenance that requires the Primary Medical Fixed Wing to be out-of-service for seventy-two (72) hours or more. For immediate access for Medical Fixed Wing Back-up, Offerors may utilize the 12 hour Primary Medical Fixed Wing during its non-staffed hours and/or elect to provide a quick conversion medical interior for the Outreach Primary Fixed Wing to convert it to a Medical Fixed Wing. However, such use of the Primary Outreach Fixed Wing or the 12-hour Primary Medical Fixed Wing, shall not compromise outreach flight activity or impact LGAES ability to have a third Primary Aircraft online 12-hours/day. While the Primary Outreach Fixed Wing or the 12-hour Primary Medical Fixed Wing may provide Back-up support to the Medical Fixed Wing fleet, they are not defined herein as a Back-up Medical Fixed Wing. The Back-up Medical Fixed Wing is a medically configured airplane that is external to the UNMH Primary Medical and Outreach fleet. Offerors will need to have such Back-up Medical Fixed Wing resources available in order to keep the LGAES program in an optimal state of readiness. LGAES prefers the Back-up Medical Fixed Wing to be the same make and model as the Primary Medical Fixed Wing; or alternatively an airplane that will meet or exceed the operating performance of the Primary Medical Fixed Wing in completing the LGAES clinical and transport mission requirements, and to include the environment and terrain of the service area.

The Offerors' goal must be to maintain the highest level of service and availability possible.

The Offeror shall describe the Back-up Medical Fixed Wing that will be provided, and any daily and hourly rates that will apply to the use of this aircraft. The operator shall ensure that all assigned or temporary pilot and maintenance staff is trained and current in the Back-up Medical Fixed Wing operation and maintenance.

#### **5. Medical Fixed Wing Program Weather Minimums**

The weather minimums reflected in the CAMTS Accreditation Standards will be utilized unless, or until, more stringent requirements are established by the FAA, or the Offeror. The selected Offeror shall prospectively provide LGAES with the weather minimums upon which the program shall be operated. Any change in such minimums shall be provided to LGAES in writing prior to implementation.

Offeror will provide immediate notification as to the viability of a request for service with regard to aircraft and, in the event of deteriorating weather at the flight destination; will provide suggested alternatives or rejection of the flight as necessary to ensure safety.

Offeror will be solely responsible for determining whether any given flight requested will be made from the standpoint of safety in operating the aircraft and will have full and final authority in determining the feasibility and the conduct of flight operation.

Offeror's pilot in command of the aircraft will be responsible for authorizing the carrying of additional passengers. The pilot will be the final authority in determining that additional passengers will not interfere with the conduct of the flight, safety of the operation, or completion of the duties of the pilot. In

accordance with FAA regulations, the pilot will not accept on board any passenger that appears to be under the influence of drugs or alcohol or otherwise incapacitated.

Offeror will complete all patient flight tickets legibly with the destination clearly identified.

**6. Medical Mission-Ready Specifications**

The Offeror is expected to manage the LGAES Fixed Wing with the objective of maintaining the medical system fully operational—and therefore coordinating all scheduled maintenance and training activities with respect to LGAES need for responsiveness. LGAES understands that in order to have safe operations and to comply with regulated maintenance requirements, there will be periods of time that the LGAES Fixed Wing Aircraft will be out of service in order to have maintenance completed and/or due to weather conditions. With the exception of those times, the LGAES Fixed Wing shall be staffed and available for immediate response 24 hours, every day with a 30 minute response time from pilot receipt of the request to take off.

Routine daily maintenance and inspections shall be performed during non-peak hours. An aircraft will not be considered as out of service time so long as the pilot can safely achieve a 30-minute response time to take off. Response time is defined as the time from pilot receipt of a mission request until the aircraft is taking off to service that request.

The duty pilots will conduct a shift change briefing with LGAES Transport Team members covering at a minimum the current status of the aircraft to include maintenance that could delay response, prevailing weather that could delay or effect flight, and a general safety review. All briefings will include the duty medical personnel and communications specialists and attendance will be documented along with topics covered. Crew debriefings at the end of each flight will also be conducted and documented in writing that focus on identification of any in-flight problems, maintenance issues, or safety related issues that were experienced during the course of the flight.

**7. UNMH Fixed Wing Base**

All Primary Medical Fixed Wing Aircraft will be based at the Albuquerque International Sunport. The Offeror will secure the aircraft hangar, including aircraft space, office space, pilot quarters, mechanics work area, storage space, and auto parking associated exclusively to those services solely provided to LGAES and UNMHSC. UNMH will have the right to take over responsibility for same, in UNMH's sole discretion, subject to landlord approval and release of offeror from the respective lease or termination thereof.

**8. LGAES Medical Fixed Wing Out of Service Periods for Maintenance**

All maintenance, scheduled or unscheduled, will be performed in accordance with the higher of the then-current Offeror's operating and maintenance standards, the FAA regulations to include Advisory Directives, Advisory Circulars, operations and specifications; manufacturers service bulletins and service letters; air-worthiness directives; and excellent maintenance practices. Failure to maintain the aircraft in accordance with the specified maintenance practices shall result in liquidated damages and be considered cause for early contract termination without cure.

The "out of service" interval shall be measured from the time the aircraft is taken out of service by the Offeror's representatives for any reason excluding weather, until the aircraft is mission ready. Written documentation of "out-of-service" shall be maintained by the Offeror for regular reporting, and on demand review by LGAES. All maintenance on the Aircraft will be considered as either scheduled or unscheduled.

- a. Scheduled Aircraft Maintenance and Training



Scheduled maintenance is that which occurs on a daily, weekly, monthly and engine-hourly basis to assure safety, air-worthiness, and compliance to FAA and manufacturer inspection, repair and replacement schedules and/or advisory or service bulletins. Scheduled maintenance will be performed in such a manner as to ensure minimal interruption of LGAES services and maximum safe mission-ready status.

The Offeror shall provide not less than 3 weeks notification prior to scheduled maintenance or training being conducted that will prospectively take an aircraft out of service for more than 72 consecutive hours.

In the event of a scheduled or unscheduled maintenance event that is estimated to exceed 72 hours, the Offer shall notify LGAES as to the availability of a Back-up Medical Fixed Wing. If the Primary Outreach Fixed Wing has been equipped for a medical conversion kit, LGAES will advise of the availability of the Primary Outreach Fixed Wing based upon the scheduled outreach activities. If it is unavailable, the Offeror will provide a Back-up Medical Fixed Wing from its fleet. LGAES may assess liquidated damages against the Offeror beginning with the first hour out of service if a Back-up Medical Fixed Wing is not on-site and mission ready prior to the expiration of the 72 hours grace period for scheduled maintenance or training flights. The out of service period ends when the Primary Outreach Fixed Wing is converted and in service for medical missions (if applicable), and/or when a Back-up Medical Fixed Wing deemed mission-ready by both the medical and aviation flight crew. UNMH expects availability of 60 hours of mission ready Medical Fixed Wing each day.

**b. Unscheduled Aircraft Maintenance**

Unscheduled maintenance is defined as any mechanical failure, or potential problem, discovered during normal and/or scheduled inspections or flight operations that are unexpected in nature and result in unplanned aircraft out-of-service time. This includes but is not limited to chip lights, fuel leaks, etc.

LGAES management is to be notified immediately of any unscheduled maintenance event that will result in an aircraft being taken out of service or placed on a delay.

*Failure to appropriately remove an Aircraft from service may result in early termination of the contract, without cure.*

When an aircraft is placed back “in-service”, designated LGAES administrative staff shall receive, at a minimum, a verbal summary of the maintenance performed including any deferred or minimum equipment listed (MEL) items. This debriefing is to be provided by lead mechanic or the mechanic who performed the actual work on the aircraft.

**9. Use of the Back-up Fixed Wing**

When the Primary Outreach Fixed Wing is approved for use by LGAES, as outlined in this RFP, the aircraft shall be in a medical configuration no less than one hour prior to the removal of the Primary Medical Fixed Wing for scheduled maintenance or training. This is necessary in order for the pilot to conduct preflight inspections, and for the medical crew to accomplish any equipment changes, which may be needed.

The use of the Primary Outreach Fixed Wing as a Back-up Medical Fixed Wing is expected to be limited to those instances listed herein (to assure that required and necessary maintenance is performed or training is completed on the Primary Medical Fixed Wing). Use of the Primary Outreach Fixed Wing cannot compromise its primary mission to service outreach activities. Chronic failure (that which has occurred two times or more within a four month period) to provide three mission ready LGAES Medical Fixed Wing may result in early termination by UNMH of the contract, without the right to cure.

Offerors shall specify in their proposals the reasonable amount of cumulative days, for each year of the contract, which LGAESs' program will be out of service for scheduled and unscheduled maintenance. These projections should be based upon an estimate of 2300 total flight hours in the LGAES program per year. Further, companies will identify the expected ratio of maintenance hours to flight hours (inclusive of scheduled and unscheduled maintenance) for each of the LGAES Primary Aircraft.

If any Back-up Medical Fixed Wing is taken out of service for scheduled or unscheduled maintenance while serving as the substitute for a LGAES Primary Medical Fixed Wing, then liquidated damages shall be assessed under the same parameters as a Primary Medical Fixed Wing taken out of service. If an alternative medical Fixed Wing acceptable to LGAES is mission ready, the liquidated damages can be avoided.

#### **10. Response Times and Aviation Flight Crew Availability**

The pilot is expected to be on-site with the aircraft and immediately prepare for launch to a request for service. The Offeror is to manage pilot duty time to assure pilot duty time begins at the scheduled shift start times and therefore coordinates with the medical team schedules. The aircraft response time (from the time that the call is received by the pilot until the aircraft takes off) is targeted at 30 minutes, however it is with the understanding that response time is a reflection of factors including flight planning, weather verification and analysis, communication with the Offeror's designated operations center, and the pilot's decision to accept or decline the mission based on aviation safety and appropriateness plus the medical crew being mission ready.

#### **11. Aviation Personnel**

The medical transport program is a direct reflection of UNMH and its owner hospitals. Therefore, the Offeror shall be held to a high level of responsibility to assure positive relations with patients, family, the medical community, flight crews and the media. Professional and courteous conduct is required at all times from the Offeror's aviation flight crewmembers, maintenance staff, middle management, and executive personnel.

The Offeror will be responsible to provide its personnel, permanently assigned to UNMH, with uniforms at its own expense. The Operator's on-site personnel will adhere to the professional uniform dress as specified and required by UNMH. Any occasional departure from these requirements is to be addressed immediately by the Offeror.

UNMH expects the Offerors will provide an on-site permanently assigned pool of pilots and mechanics who will cross over to service the medical and the outreach aircraft.

##### **a. On-site Aviation Leadership**

One full-time Pilot shall be designated to LGAES and UNMHSC as the Offeror's designated on-site aviation manager and shall not be counted as one of the required number of line pilots.

Responsibilities are to work closely with LGAESs' and UNMHSC's management to assure that the aircraft and personnel are being managed in compliance with the agreement and expectations, and to provide coverage for the unanticipated vacancies in the pilot schedule to ensure the required coverage is in place. It is anticipated that the designated pilot will have supervisory experience and meet the requirements of a line pilot with substantial medical airplane experience.

The aviation manager will meet as required, however, not less than weekly, with LGAES representatives. This meeting can be via telephone or in person, given the pilot's duty and rest requirements. The supervisor will ensure that all LGAES personnel assigned the medical airplane service receive necessary flight orientation and safety instruction, and will coordinate with LGAES management to appropriately include Offeror personnel (pilots and mechanics) in LGAES quality assurance and safety.

b. Pilots

LGAES Medical Fixed Wing are currently operated single pilot. LGAES requires no less than four pilots permanently assigned to staff the two 24/7 LGAES Medical Fixed Wing, and no less than two pilots permanently assigned to staff the 12 hour LGAES Medical Fixed Wing, for a total of 10 pilots plus the aviation manager. Pilot scheduled duty times shall not exceed 12 consecutive hours and 7 consecutive days. If the Offeror will be using pilots assigned to the Primary UNMHSC Outreach Fixed Wing, such cross over scheduling shall be fully described.

Pilot duty times and schedules will be in strict accordance with the then-current FAA Part 135 crew rest requirements governing the Offeror. Pilots may not be scheduled for more than seven consecutive days, without prior notification and acceptance by LGAES. The Offeror is strongly encouraged to utilize current research and methodology to provide its personnel guidance in assuring that they are well rested and prepared for flight responsibilities. Personnel assigned to LGAES as pilots may not be assigned as mechanics nor perform the duties of a mechanic.

Any continuous period exceeding 30 days with an unfilled permanent pilot position will be considered a default will be considered a default of the Offeror agreement. Penalties will be incurred during a defined cure period, and termination by LGAES may result if the default is not cured. If Base out-of-service time results from the lack of an available pilot, the Offeror will be subject to an out of service penalty.

It is the Offeror's sole responsibility to screen, hire, and have control over its employees; however, any pilot deemed qualified by the Offeror shall be presented to LGAES for review and acceptance by LGAES prior to his/her assignment to the program. The Offeror shall disclose to LGAES management the operating, safety record, credentials and records review (license & criminal) along with professional references for each pilot that has been selected for permanent or relief assignment to LGAES. All pilots will meet or exceed the then-current CAMTS Accreditation Standards, FAA requirements and LGAES criteria. All Offeror personnel must meet, and maintain, LGAES Employee Health requirements and Human Resources screening prior to assignment to the program as permanent or relief staff.

LGAES and UNMHSC will have the option to provide Offeror with input as to the annual non-aviation performance of pilots permanently assigned to the program. LGAES and UNMHSC reserve the right to request a pilot to be removed from assignment to its contract.

LGAES requires Fixed Wing pilots will have 2000 total hours, 1000 hours as the Pilot in an airplane, 500 multi-engine hours as PIC, and 100 night hours. They will have a commercial multi-engine certificate ATP and first class medical certificate.

LGAES requires pilots travel time to report to duty be one hour or less commute to/from their permanently assigned base to assure a full 12 hour duty day with 10 hours of rest.

LGAES requires the Offeror and assigned personnel to participate in the program's safety program, overall marketing, customer service, performance improvement activities, and strategic initiatives.

The Offeror shall designate a Safety Officer as liaison to the LGAES Safety Program. This individual shall also serve as the Safety Officer for the UNMHSC program. The Safety Officer shall have additional training in Safety Management Systems (SMS) to complement and integrate safety culture, policy, risk management, assessment, promotion and safety leadership within the program. The Safety Officer may not be assigned as lead pilot /base supervisor. The Offeror will outline the job description as well as initial and recurring training for the Safety Officer.

The Offeror will outline the initial and recurrent training for pilots. At a minimum, the initial training will meet or exceed then then current CAMTS requirements.

The Offeror will describe the orientation, initial and annual training program and training schedules that will be in effect during the contract period. The method by which relief pilots are scheduled, oriented, and trained must also be described and include a base and local terrain orientation. If the Offeror will be using pilots assigned to the Primary UNMHSC Outreach Fixed Wing, the total number of pilots and cross over scheduling shall be fully described.

The pilots shall assist with reasonable request in loading/unloading patients.

c. Mechanics

LGAES expects 1.5 mechanic FTEs per aircraft, for a total of 4.5 FTEs for the Medical Fixed Wing fleet, and 1.5 FTE for the Primary Outreach Fixed Wing, for a total of 6.0 FTEs. The Offeror shall fully describe the total FTEs and any cross over scheduling between the medical and outreach aircraft.

The Offeror will designate one of the 6.0 full-time mechanics as the on-site, full time, permanently assigned Maintenance Lead/Supervisor for the Medical and Outreach Primary Aircraft who preferably has 5 years' experience with fixed wing aircraft maintenance, 5 years' experience in the field, 2 years' experience on medical aircraft systems, and 2 years' experience with the Medical and Outreach Primary Aircraft make and model. This position will be responsible to ensure maintenance is conducted in a coordinated manner that supports maximum coverage of and readiness to the LGAES and UNMHSC service areas.

The mechanics must be factory schooled or the equivalent in an approved program, and FAA part 135 qualified to maintain all Primary Aircraft. Further, the mechanics must be trained as to the aircraft avionics, and the medical interior modification including removal and repair of medical equipment, electrical systems, oxygen systems, and suction systems.

Any mechanic deemed qualified by the Offeror to meet LGAES and UNMHSC requirements shall be presented to LGAES for review and acceptance by LGAES management prior to his/her assignment to the program.

LGAES and UNMHSC will have the option to provide Offeror with input as to the annual non-aviation performance of mechanics permanently assigned to the medical and outreach program. LGAES and UNMHSC reserve the right to request a mechanic to be removed from assignment to its contract with cause.

LGAES expects the mechanic on call to respond by telephone within 15 minutes of being paged or notified of a maintenance issue. In addition, the on-call mechanic must be able to report to the UNMH Fixed Wing base within 60 minutes. The Offeror will be required to describe the back up support for the permanently assigned mechanics.

Offerors will outline in their proposal the initial and recurrent training for mechanics. The Offeror will describe the orientation, training program and training schedules that will be in effect during the contract period. The method by which relief mechanics are selected, oriented, trained, and scheduled must also be described.

## EXHIBIT D

### HEALTH SCIENCES CENTER OUTREACH PROGRAM AVIATION PERFORMANCE SPECIFICATIONS

UNMH is seeking to select one Offeror to provide all the services listed herein for LGAES medical mission and UNMHCS outreach mission. While each of these programs have certain unique aviation requirements, they draw from the same aviation services foundation and provide cross over opportunities for the Offeror such as pilot or mechanic staffing.

For reference, the LGAES aircraft will be identified as the Primary Medical Fixed Wing, and the UNMHSC aircraft will be identified as the Primary Outreach Fixed Wing.

#### **1. Aviation Performance Specifications for UNMHSC Outreach Fixed Wing**

The aviation performance specifications indicated herein are the minimum requirements for the operation of the Primary Outreach Fixed Wing Aircraft. Offerors are to carefully consider these specifications and indicate in their proposals as to how they intend to meet or exceed these requirements.

#### **2. Minimum Standards for Operations**

The charter program shall be operated, at a minimum, in such a way that meets or exceeds the higher of the then-current standards established by the Federal Aviation Administration (FAA) or those of the Offeror.

#### **3. Primary Outreach Fixed Wing**

All proposal responses shall reflect information and pricing for one pressurized, Fixed Wing, multi-engine aircraft to be staffed and available for pre-scheduled outreach clinics Monday thru Friday. UNMHSC currently uses the Beechcraft King Air 300 as its Primary Outreach Fixed Wing. All Outreach Fixed Wing proposals shall be for aircraft that meet or exceed the mission capabilities outlined below. If the Offer is using the Primary Outreach Fixed Wing to support the Medical Fixed Wing fleet, then it must also meet or exceed the medical mission capabilities outlined in section VII above.

- Minimum cabin pressure differential to outside air pressure of 4.25 psi
- Accommodate up to 9 passengers
- Accommodate at minimum the following carry on equipment and supplies:
  - a. Hard shell luggage 26x17 43lbs
  - b. Hard shell luggage 30x19 40lbs
  - c. Hard shell luggage 22x15 20lbs
  - d. [2 up to 4] Metal trunks 23x15 40lbs each
  - e. Fold up luggage carrier 20x7 2lbs
  - f. Backpack 24x12 10lbs
- Multi-engine IFR capability
- Cruising speed of not less than 200 miles per hour at 75%.
- A cruising range of at least four hours plus IFR reserves at 75%.
- Engines of not less than 550 horsepower each.

- Engines that are turboprop
- All equipment required for FAR, Part 135, day or night, all-weather IFR operation
- Capability of holding minimum altitude of 11,000 feet MSL at gross weight with one engine inoperative and feathered.
- Ability to maintain cabin altitude not greater than 7500 feet.
- A means of aircraft – to - hospital communications / Satellite phone mounted in the aircraft. This should be first person communication between transport team or passengers and LGAES Dispatch personnel.
- A functioning cabin intercom system and three headsets with multiple communication ports for communication between pilot and UNMHSC personnel if necessary.
- Capable of operating into and out of all the airports listed in Appendix B, which may change based on Outreach Clinic locations being added or removed.

At the Offeror's option, the Primary Outreach Fixed Wing may have a quick conversion medical cabin configuration preferably with a Spectrum interior.

#### **4. Back-up Outreach Fixed Wing Services**

It is understood that the Primary Outreach Aircraft will experience scheduled and unscheduled out of service time for maintenance. For those times that such scheduled or unscheduled maintenance will affect a scheduled outreach flight, the Offeror may either provide a comparable corporate configured aircraft of similar seating and performance capabilities; or the Offeror may establish an arrangement with a charter service to assist in completing the outreach flight activities. The Offeror's selected provider must meet or exceed the Offeror's minimum performance specifications as stated herein, and shall be pre-approved by UNMH.

#### **5. UNMHSC Outreach Fixed Wing Program Weather Minimums**

The weather minimums for the UNMHSC program shall be the same as for the LGAES program. The selected Offeror shall prospectively provide UNMHSC with the weather minimums upon which the program shall be operated. Any change in such minimums shall be provided to UNMHSC in writing prior to implementation.

Offeror will provide immediate notification as to the viability of a request for service with regard to aircraft and, in the event of deteriorating weather at the flight destination; will provide suggested alternatives or rejection of the flight as necessary to ensure safety.

Offeror will be solely responsible for determining whether any given flight requested will be made from the standpoint of safety in operating the aircraft and will have full and final authority in determining the feasibility and the conduct of flight operation.

Offeror's pilot in command of the aircraft will be responsible for authorizing the carrying of additional passengers. The pilot will be the final authority in determining that additional passengers will not interfere with the conduct of the flight, safety of the operation, or completion of the duties of the pilot. In accordance with FAA regulations, the pilot will not accept on board any passenger that appears to be under the influence of drugs or alcohol or otherwise incapacitated.

#### **6. Mission-Ready Specifications**

**The Offeror is expected to manage the UNMHSC Aircraft with the objective of maintaining the system fully operational—and therefore coordinating all maintenance and training activities with**

**respect to UNMHSC prescheduled outreach clinic dates. UNMHSC understands that in order to have safe operations and to comply with regulated maintenance requirements, there will be periods of time that the Primary Outreach Fixed Wing will be out of service in order to have maintenance completed. With the exception of those times, the Primary Outreach Fixed Wing shall be staffed and available for immediate response Monday thru Friday from 6am-6pm MST.**

Routine daily maintenance and inspections shall be performed during non-UNMHSC scheduled days and hours.

The duty pilots will conduct a daily briefing Monday – Friday with UNMHSC outreach clinic staff members covering at a minimum the current status of the aircraft to include maintenance that could delay response, prevailing weather that could delay or effect flight, and a general safety review. All briefings will include the outreach clinic personnel and communications specialists and attendance will be documented along with topics covered. Debriefings at the end of each flight will also be conducted and documented in writing that focus on identification of any in-flight problems, maintenance issues, or safety related issues that were experienced during the course of the flight.

#### **7. Outreach Fixed Wing Base**

All Fixed Wing Aircraft will be based at the Albuquerque International Sunport. The Offeror will secure the aircraft hangar, including aircraft space, office space, pilot quarters, mechanics work area, storage space, and auto parking associated exclusively to those services solely provided to LGAES and UNMHSC. UNMH will have the right to take over responsibility for same, in UNMH's sole discretion, subject to landlord approval and release of offeror from the respective lease or termination thereof.

#### **7. Primary Outreach Fixed Wing Out of Service Periods for Maintenance**

All maintenance, scheduled or unscheduled, will be performed in accordance with the higher of the then-current Offeror's operating and maintenance standards, the FAA regulations to include Advisory Directives, Advisory Circulars, operations and specifications; manufacturers service bulletins and service letters; air-worthiness directives; and excellent maintenance practices. Failure to maintain the aircraft in accordance with the specified maintenance practices shall result in liquidated damages and be considered cause for early contract termination without cure.

The "out of service" interval shall be measured from the time the aircraft is taken out of service by the Offeror's representatives for any reason excluding weather, until the aircraft is mission ready. Written documentation of "out-of-service" shall be maintained by the Offeror for regular reporting, and on demand review by UNMH. All maintenance on the Aircraft will be considered as either scheduled or unscheduled.

##### **a. Scheduled Aircraft Maintenance and Training**

Scheduled maintenance is that which occurs on a daily, weekly, monthly and engine-hourly basis to assure safety, air-worthiness, and compliance to FAA and manufacturer inspection, repair and replacement schedules and/or advisory or service bulletins. Scheduled maintenance will be performed in such a manner as to ensure minimal interruption of service and maximum safe mission-ready status

The Offeror shall have a plan in place to provide outreach flight services during any scheduled maintenance or training out of service event that will result in cancelling a scheduled outreach activity.

Upon receipt of the notice of an unscheduled maintenance event, a determination shall be made by UNMHSC as to whether any scheduled outreach events will be impacted. The Offeror will be required to provide a Back-up corporate configured Fixed Wing or alternatively the services of a pre-approved aviation charter service for any outreach activity that would be impacted following 72 hours after initiation of the unscheduled maintenance event. Should the Offeror fail to provide the required

coverage for scheduled maintenance and training, and unscheduled maintenance events, UNMHSC may assess liquidated damages against the Offeror beginning on the 73<sup>rd</sup> hour out of service.

**b. Unscheduled Aircraft Maintenance**

Unscheduled maintenance is defined as any mechanical failure, or potential problem, discovered during normal and/or scheduled inspections or flight operations that are unexpected in nature and result in unplanned aircraft out-of-service time. This includes but is not limited to chip lights, fuel leaks, etc.

UNMHSC management is to be notified immediately of any unscheduled maintenance event that will result in the aircraft being taken out of service or placed on a delay.

*Failure to appropriately remove an Aircraft from service may result in early termination of the contract, without cure.*

When an aircraft is placed back “in-service”, designated administrative staff shall receive, at a minimum, a verbal summary of the maintenance performed including any deferred or minimum equipment listed (MEL) items. This debriefing is to be provided by lead mechanic or the mechanic who performed the actual work on the aircraft.

**8. Aircraft Out of Service Periods**

When a Back-up corporate configured aircraft or a pre-approved charter service is designated to cover a scheduled out of service event, the Back-up Outreach Fixed Wing or alternative third party charter aircraft shall be on site no less than one hour prior to the removal of the Primary Outreach Fixed Wing. This is necessary in order for the pilot to conduct preflight inspections, and for the clinic staff to accomplish any movement of supplies or equipment that may be necessary.

The use of the Offeror’s Back-up Outreach Fixed Wing or its arranged pre-approved charter service is expected to be limited to those instances listed herein (to assure that required and necessary maintenance is performed or training is completed on the Primary Aircraft). Excessive use of the Offeror’s Back-up Outreach Fixed Wing or the charter service is not the intent of UNMHSC. Chronic failure (that which has occurred two times or more within a six month period) to provide a mission ready UNMHSC Aircraft may result in early termination by UNMH of the contract, without the right to cure.

Offerors shall specify in their proposals the reasonable amount of cumulative days, for each year of the contract, which UNMHSC’s program will be out of service for scheduled and unscheduled maintenance. These projections should be based upon an estimate of a minimum of 100 flight hours per year. Further, companies will identify the expected ratio of maintenance hours to flight hours (inclusive of scheduled and unscheduled maintenance) for the UNMHSC Primary Aircraft.

If the Offeror’s Back-up Outreach Fixed Wing is taken out of service for scheduled or unscheduled maintenance while serving as the substitute for the Primary Outreach Fixed Wing, then liquidated damages shall be assessed under the same parameters as a primary aircraft taken out of service. If an alternative aircraft acceptable to UNMHSC and is mission ready, the liquidated damages can be avoided.

**9. Response Times**

The pilot is expected to be on-site with the aircraft and prepared for take-off thirty minutes prior to the scheduled departure time. The Offeror is to manage pilot duty time to assure pilot duty time begins at the scheduled shift start times and therefore coordinates with the outreach clinic schedules.

**10. Aviation Personnel**

The outreach clinic transport program is a direct reflection of UNMHSC. Therefore, the Offeror will be held to a high level of responsibility to assure positive relations with the medical community, clinic staff



and the media. Professional and courteous conduct is required at all times from the Offeror's aviation flight crewmembers, maintenance staff, middle management, and executive personnel.

The Offeror will be responsible to provide its personnel, permanently assigned to UNMSCH with uniforms at its own expense. The Operator's on-site personnel will adhere to the professional uniform dress as specified and required by UNMH. Any occasional departure from these requirements is to be addressed immediately by the Offeror.

a. On-site Aviation Leadership

The Pilot assigned to LGAES as the Offeror's designated on-site aviation manager will serve as on-site manager for UNMHSC service as well with responsibilities to work closely with LGAES' and UNMHSC's management to assure that the aircraft and personnel are being managed in compliance with this agreement and expectations. It is anticipated that the designated pilot will have supervisory experience and meet the requirements of a line pilot with substantial medical airplane experience.

The aviation manager will meet as required, however, not less than monthly, with UNMHSC representatives. This meeting can be via telephone or in person, given the pilot's duty and rest requirements. The supervisor will ensure that all personnel assigned the outreach clinic service receive necessary flight orientation and safety instruction and will coordinate with UNMHSC management to appropriately include Offeror personnel (pilots and mechanics) in UNMHSC quality assurance and safety, as applicable.

b. Pilots

The Offeror shall provide their proposed staffing required for the UNMHSC Outreach mission and the proposed Primary Outreach Fixed Wing airframe. Pilot scheduled duty times shall not exceed 12 consecutive hours and 7 consecutive days. If the Offeror will be using pilots assigned to the LGAES Primary Medical Fixed Wing, cross over scheduling shall be fully described.

Pilot duty times and schedules will be in strict accordance with the then-current FAA Part 135 crew rest requirements governing the Offeror. Pilots may not be scheduled for more than seven consecutive days, without prior notification and acceptance by UNMHSC. The Offeror is strongly encouraged to utilize current research and methodology to provide its personnel guidance in assuring that they are well rested and prepared for flight responsibilities. Personnel assigned to UNMHSC as pilots may not be assigned as mechanics nor perform the duties of a mechanic.

Any continuous period exceeding 30 days with less than the contracted number of permanently assigned pilots staffing the Primary Outreach Fixed Wing will be considered a default of the Offeror agreement. Penalties will be incurred during a defined cure period, and termination by UNMHSC may result if the default is not cured. If Base out-of-service time results from the lack of an available pilot, the Offeror will be subject to an out of service penalty.

It is the Offeror's sole responsibility to screen, hire, and have control over its employees; however, any pilot deemed qualified by the Offeror shall be presented to UNMHSC for review and acceptance by UNMHSC prior to his/her assignment to the program. The Offeror shall disclose to UNMHSC management the operating, safety record, credentials and records review (license & criminal) along with professional references for each pilot that has been selected for permanent or relief assignment to UNMHSC. All pilots will meet or exceed the then-current CAMTS Accreditation Standards, FAA requirements and UNMHSC criteria. All Offeror personnel must meet, and maintain, UNMHSC Employee Health requirements and Human Resources screening prior to assignment to the program as permanent or relief staff.

UNMHSC and LGAES will have the option to provide Offeror with input as to the annual non-aviation performance of pilots permanently assigned to the program. UNMHSC and LGAES reserve the right to request a pilot to be removed from assignment to its contract.

UNMHSC requires Fixed Wing pilots will have 2000 total hours, 1000 hours as the Pilot in Command in an airplane, 500 multi-engine hours as PIC, and 100 night hours. They will have a commercial multi-engine certificate ATP and first class medical certificate.

UNMHSC requires pilots travel time to report to duty be one hour or less commute to/from their permanently assigned base to assure a full 12 hour duty day with 10 hours of rest.

UNMHSC requires the Offeror and assigned personnel to participate in the program's safety program, overall marketing, customer service, and strategic initiatives.

The Offeror shall designate a Safety Officer as liaison to the LGAES and UNMHSC Safety Program. The Safety Officer shall have additional training in Safety Management Systems (SMS) to complement and integrate safety culture, policy, risk management, assessment, promotion and safety leadership within the program. The Safety Officer may not be assigned as lead pilot /base supervisor. The Offeror will outline the job description as well as initial and recurring training for the Safety Officer.

The Offeror will outline the initial and recurrent training for pilots. At a minimum, the initial training will meet or exceed then then current CAMTS requirements.

The Offeror will describe the orientation, initial and annual training program and training schedules that will be in effect during the contract period. The method by which other relief pilots are scheduled, oriented, and trained must also be described and include a base and local terrain orientation.

c. Mechanics

UNMHSC expects one and a half full (1.5) time FAA A&P licensed mechanics assigned to the UNMHSC Fixed Wing aircraft base. If the Offeror will be using mechanics assigned to the LGAES Fixed Wing, the total number of mechanics shall be six (6) and cross over scheduling shall be fully described.

The Offeror will designate one of the 6.0 full-time mechanics as the on-site, full time, permanently assigned Maintenance Lead/Supervisor for the LGAES and UNMHSC programs, that preferably has 5 years' experience with Fixed Wing aircraft maintenance, 5 years' experience in the field, 2 years' experience on medical aircraft systems, and 2 years' experience with the Medical and Outreach Primary Aircraft make and model. This position will be responsible to ensure maintenance is conducted in a coordinated manner that supports maximum coverage of and readiness to the LGAES and UNMHSC service areas.

The mechanics must be factory schooled or the equivalent in an approved program, and FAA part 135 qualified to maintain the Primary Outreach Fixed Wing. Further, the mechanic must be trained as to the aircraft avionics and electrical systems.

Any mechanic deemed qualified by the Offeror to meet UNMHSC and LGAES requirements shall be presented to UNMHSC for review and acceptance by UNMHSC management prior to his/her assignment to the program.

UNMHSC and LGAES will have the option to provide Offeror with input as to the annual non-aviation performance of mechanics permanently assigned to the program. UNMHSC and LGAES reserve the right to request a mechanic to be removed from assignment to its contract with cause.

UNMHSC expects the mechanic on call to respond by telephone within 15 minutes of being paged or notified of a maintenance issue. In addition, the on-call mechanic must be able to report to the UNMHSC Fixed Wing Primary base within 60 minutes. The Offeror will be required to describe the back up support for the permanently assigned mechanics.

Companies will outline in their proposal the initial and recurrent training for mechanics. The Offeror will describe the orientation, training program and training schedules that will be in effect during the contract period. The method by which relief mechanics are selected, oriented, trained, and scheduled must also be described.

#### 11. Required Services

- The person, persons or firm awarded this contract will not be permitted to receive commissions or payments, directly or indirectly, from any party other than from the University of New Mexico in connection with this RFP.
- Responsibility of coordination of flights other than those directly involved with aviation will be maintained by entity requesting service.
- Offeror will arrange / provide lunch for the Outreach team or passengers as needed.
- Offeror will be responsible for arranging ground transportation between FBO & Charter destinations.

**EXHIBIT E**  
**PROPOSAL SUBMISSION REQUIREMENTS**

**A.**     Required Proposal Table of Contents

In order to assure that evaluation of proposals is as equitable as possible, all proposals shall be submitted in the following format. Order and numbering conventions shall be consistent with the following table of contents.

Each proposal will be scored in comparison with other offerings for each individual section that is identified. Failure to follow the required format may be reason for rejection of the Offeror's proposal. Offerors are highly encouraged to be succinct, and to attach any supporting materials or information rather than have it embedded in the core content of the proposal.

PROPOSAL TABLE OF CONTENTS

- I.       Introduction
  - A.       Minimum Offeror Requirements
  - B.       Description of the Offeror Organization
- II.      Offeror Qualifications
  - A.       Experience in Air Medical Transport
  - B.       Experience in Charter Transport
  - C.       Corporate Resources
  - D.       Operational Strength
  - E.       Safety Management Program
  - F.       Flight Data Monitoring Program
  - G.       Aviation Safety Record
- III.     Operational Control Center
  - D.       Description
  - E.       Staff Qualifications
  - F.       Client Interface
- IV.     Operational Performance
  - A.       Personnel
  - B.       Training Programs
  - C.       Experience in the LGAES and UNMHSC Primary Aircraft
- V.      Airplane and Equipment
  - 11.      LGAES and UNMHSC Primary Fixed Wing
  - 12.      Offeror's Proposed Back-up Medical Fixed Wing and proposed Back-up Corporate Fixed Wing
    - a.       Offerors shall disclose if their intent to use a medical conversion kit for the Primary Outreach Fixed Wing.
    - b.       Offerors shall disclose their intent for charter services to back up the Primary Outreach Fixed Wing, and to make arrangements for jet services as needed.
  - C.       Maintenance Program
  - D.       Local Facilities, Fuel and Equipment Inventory
- VI.     Aviation Safety and Quality Management Programs
  - B.       Safety, Outreach and Marketing
- VII.    Required Price Information
  - A.       Monthly Fee for Primary Medical Fixed Wing
  - B.       Hourly Rates for Primary Medical Fixed Wing

- C. Offeror's Medical Back-up Aircraft Fees
- D. Monthly Fee for Primary Outreach Fixed Wing
- E. Hourly Rates for Primary Outreach Fixed Wing
- F. Offeror's Outreach Back-up Aircraft Fee

VIII. Cost Response (completed)

**B. Required Proposal Format for Content**

The offeror shall address each item in this section. Responses must address the requirements described in Exhibit A-D as well as the areas noted below.

Proposals will be evaluated on a comparative scoring basis, and therefore, any proposal not adhering to the required format and including requirements of this section and Exhibits in the response will be disadvantaged. Further, any company who fails to comply with this format may be ruled unresponsive.

The offeror, at its option, is encouraged to offer higher levels of performance for any component addressed in this Request for Proposal. Offerors are also encouraged to ***address each section directly and succinctly, and to separate any supplemental information into related attachments.***

I. Introduction (No points)

A. *Minimum Offeror Requirements.*

Proposing organizations will document that they have had no certificate action on their Part 135 certificate, and that neither the company nor any of its predecessors or affiliates have filed for protection under US bankruptcy laws at any time since 1 January 2019.

B. *Description of the Offeror Organization.*

The offeror shall comprehensively describe the organizational entity proposed to be directly responsible for the provision of aviation services to LGAES and UNMHSC. Include in the response the company ownership, professional organization affiliations, and the role corporate management will take in LGAES and UNMHSC.

II. OFFEROR QUALIFICATIONS (10 POSSIBLE POINTS)

A. *Experience in Air Medical Transport.*

Offerors shall provide documentation demonstrating their experience in medical airplane transport operations.

Offerors shall provide its client list of Fixed Wing air medical programs, inclusive of all current and past programs, with start and any applicable end dates. The offeror shall include the name, title, email address, and phone number of the individuals at these programs who may be contacted.

Offerors shall describe each contract that they have not had renewed in the past three years and any medical Fixed Wing operation that has closed.

Offerors shall also provide documentation, which demonstrates their certification to conduct airplane operations under Federal Aviation Administration Part 135 for the aircraft proposed in this RFP.

A copy of the Offeror's part 135 certificate is to be included.

*B. Experience in Charter Transport.*

Offerors shall provide documentation demonstrating their experience in charter airplane transport operations.

Offerors shall provide its list of charter operations, their base locations, and the year operations started and stopped (if applicable).

Offerors shall also provide documentation, which demonstrates their certification to conduct airplane operations under Federal Aviation Administration Part 135 for the aircraft proposed in this RFP.

*C. Corporate Resources.*

The profitability and stability experienced in the medical and charter market segments and over the past three years shall be described in a brief overview. Financial statements are not requested at this point in the RFP process.

Documentation of debt secured by older equipment, the number of aircraft on lease and the corresponding value, access to funds for borrowing, and the accounting methods by which maintenance is funded shall be described in a brief overview.

A three-year history of the company's medical airplane operations gross sales for the years 2019 through 2021 shall be described in a brief overview.

A three-year history of the company's charter airplane operations gross sales for the years 2019 through 2021 shall be described in a brief overview.

A listing of insurance loss and claims history that exceed \$50,000 per occurrence/claim for the years 2019 through 2021.

*D. Operational Strength.*

The following information shall be described and/or provided in the proposal:

- A brief summary of any maintenance and operations inspections that have been performed by the FSDO for all Part 135 operations during the years 2018 through 2021.
- List the total number of hours flown in medical airplanes, for the years 2018 through 2021.
- List the total number of hours flown in charter airplanes, for the years 2018 through 2021.
- Describe the fleet maintenance program used including how scheduled and unscheduled maintenance is tracked, monitored, and expensed. Indicate the length of time the system has been in operation for the company.
- Describe systems that are in place for resolving maintenance discrepancies or failures.

*E. Safety Management Program.*

Offerors are to provide documentation of the benchmarks and performance indicators that have been established for the company's aviation safety program. Methods that have been used to measure and monitor performance in achieving safety goals and objectives in aviation operations should be fully described.

*F. Flight Data Monitoring Program.*

Offerors are to provide a description of their current FOQA flight data monitoring program. Descriptions should include current hardware and software used for flight data recording and monitoring. Methods for collaborative integration of flight recorder data into traditional air medical customer models should also be included.

G. *Aviation Safety Record.*

The offeror shall fully disclose their safety record, and the safety record of any affiliates or predecessors that are or were operating airplanes. This information shall include the number of accidents and incidents, as defined by the National Transportation Safety Board, per hours flown for all airplanes (medical and non-medical missions). In addition, any accident or incident noted shall be described.

The format for reporting safety performance shall be reported as follows:

ALL AIRPLANES				
	<u>Year</u>	<u># of Accidents</u>	<u># Incidents</u>	<u># Hours Flown</u>
	2017			
	2018			
	2019			
	2020			
	2021			

In addition to completion of the above chart, the Offeror shall provide a written description of each accident and incident experienced by the company, its predecessors, and its affiliates since 2017, including date, type of aircraft, operation, aircraft tail number, location, findings of the FAA or NTSB, and any changes imposed or internally made regarding operations that may have resulted from the occurrence (e.g., company policy or procedural changes as a result of the accident).

III. OPERATIONAL CONTROL CENTER (10 POINTS)

Provide a summary of the Offeror’s operational control center, staff qualifications, core functions and activities, and how LGAES and UNMHSC would expect to interface with the center.

IV. OPERATIONAL PERFORMANCE (15 POINTS)

A. *Personnel.*

The Offeror shall fully describe its minimum requirements for personnel to be assigned to the LGAES and UNMHSC Programs.

Offerors shall describe their current scheduling policies and staffing patterns for Fixed Wing pilots, proposed staffing patterns, and any rulings made by their FSDO regarding pilot rest and duty requirements.

Include the level of experience and certification minimums for the mechanics to be assigned to LGAES and UNMHSC Fixed Wing services, proposed work and on-call schedule, and the company policy as to the maximum number of hours per duty day and per week.

Offerors are to address the method by which Fixed Wing relief pilots and mechanics will be integrated into LGAES and UNMHSC in order to provide support for the permanently assigned staff.

Offerors shall outline compensation schedules for pilots and mechanics to include merit and annual increase, pay scales for shift and/or flight differentials, and any incentive or bonus pay policies.

Offerors are to provide the turnover rate for pilots and mechanics for 2019, 2020 and 2021. Turnover is defined as an existing position becoming vacated due to voluntary or involuntary separation.

*B. Training Programs.*

Offerors shall describe their current programs for employees to retain licensure, certification, currency and proficiency in their respective positions. This should include the continuing education and annual training that will be required of all assigned personnel. Include organizational policies as to what programs are required and of these, which are provided directly by the Offeror.

Offerors shall fully describe the PIC and SIC (if proposing dual pilot operations) annual training. Describe how pilots will maintain proficiency and/or currency in relation to the Offeror provided Back-up Fixed Wing. Any other training programs provided to employees who would be assigned to UNMH should also be described.

Offerors shall also describe the orientation program for PIC and SIC (if proposing dual pilot operations).

In addition to the descriptions regarding initial and annual recurrent training, the Offerors will complete the following chart for the pilots assigned to LGAES and UNMHSC:

<u>PIC</u>	<u># Hrs ground school</u>	<u># hrs flight time</u>	<u># hr simulator</u>
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*INITIAL TRAINING—FIXED WING*

*ANNUAL RECURRENT TRAINING—FIXED WING*

*Complete, if applicable*

<u>SIC</u>	<u># Hrs ground school</u>	<u># hrs flight time</u>	<u># hr simulator</u>
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*INITIAL TRAINING—FIXED WING*

*ANNUAL RECURRENT TRAINING—FIXED WING*

*C. Experience in UNMH Aircraft and Operating Environment.*

Offerors shall describe their experience in operating and maintaining the Primary Medical, Primary Outreach, and Back-up Medical and Back-up Outreach Fixed Wing proposed. This shall include the total number of flight hours, and experience in similar weather and terrain as identified in Sections VI above.



V. AIRCRAFT AND EQUIPMENT (25 POINTS)

A. *Primary Aircraft.*

Offerors must provide pricing for personnel, aviation management services to operate the proposed Primary Aircraft for LGAES and UNMHSC, comprised of three Primary Medical Fixed Wing and one Primary Outreach Fixed Wing. Offerors are to provide the aircraft serial number, tail number, and total number of flight hours on the air frame and on the engine(s). Photographs, drawings and/or other visual descriptions should be included.

Offerors must describe the maximum weight carrying capacity of the loading system of the Primary Medical Fixed Wing and how they propose to handle bariatric patients.

The Primary Medical Fixed Wing selected for LGAES will meet all federal, state and local requirements to operate with advanced life support and safely and consistently perform the operating and clinical mission.

The Primary Outreach Fixed Wing selected for UNMHSC will meet all federal, state and local requirements to operate safely and consistently perform the operating mission.

B. *Back-up Medical and Back-up Outreach Fixed Wing.*

if the Offeror is using the Primary Outreach Fixed Wing for quick conversion to the medical mission, the converted aircraft must meet or exceed the aviation and clinical performance capabilities of the proposed Primary Medical Fixed Wing Offeror is to provide how long (in minutes) it will take to convert.

Offerors will identify the aircraft that will be deployed for Back-up Medical Fixed Wing, for LGAES and the Back-up Outreach Fixed Wing for the UNMHSC Outreach services, including the aircraft operational and maintenance history to date, how the airplane is used when not on-line at LGAES or UNMHSC, including the aircraft serial number, tail number, and total number of flight hours on the air frame and on the engine(s). Photographs, drawings and/or other visual descriptions should be included.

Offerors will identify the programs (by name, number and type of primary aircraft, and geographic location) that will “share” the Back-up Medical Fixed Wing, and the services accessing the proposed Back-up for UNMHSC.

The Offeror shall disclose if it is anticipating an arrangement with a third party aviation charter company for back up support.

C. *Maintenance program.*

Describe the scheduled maintenance program that will be used for the Primary Medical Fixed Wing and the Primary Outreach Fixed Wing. The qualifications of

all personnel, on-site and at the company's maintenance facility, who will be involved in maintaining the Fixed Wing, shall be fully described.

Offerors are to identify whether the LGAES and UNMHSC Primary Fixed Wing will be returned to its main support facility for maintenance, and the manner in which component times are monitored.

Offerors are to describe any contract maintenance personnel and/or companies that will perform services on Primary and Back-up Fixed Wing assigned to LGAES and UNMHSC.

*D. Local facilities, fuel, equipment, and inventory.*

The Offeror will be responsible to secure the required hangar space, pilot and mechanics office and quarters for the Fixed Wing services. UNMH will have the right to take over responsibility for same, in UNMH's sole discretion, subject to landlord approval and release of offeror from the respective lease or termination thereof.

UNMH will either directly purchase and/or reimburse the Offeror for fuel used in support of LGAES and UNMHSC flight requests. All fuel required to support maintenance and training will be at the Offeror's expense. The reimbursement for fuel supplied by the Offeror shall be based at actual cost per gallon, excluding any mark-up or Federal Excise Tax. During the term of the agreement, UNMH will retain the right to enter into direct negotiations with fuel suppliers on behalf of the service to obtain competitive pricing where possible.

Offeror will be solely responsible for accidental fuel spills or other spills of fluids that would require environmental remediation, and will indemnify and hold UNMH harmless from any environmental claims or damages that result from services provided including fueling, maintenance, etc.

Adequate tooling, parts and equipment are to be available locally to assure compliance with maintenance and minimize aircraft down time. The offeror will detail the local inventory of tools, parts and equipment generally required for maintenance of the UNMH aircraft. The offeror shall detail the calibration method and documentation for local tool inventory.

Offerors shall describe the method by which inventories will be tracked and monitored, and the items that will be available at the local Fixed Wing bases of operations.

*E. Safety, Outreach, and Marketing.*

Offerors shall list the number of flight hours, per year that shall be provided to UNMH, at no cost, for safety, outreach and/or marketing.

List UNMH 's cost per flight hour, for safety, outreach or marketing activities exceeding those hours provided at no cost above.

- VI. AVIATION SAFETY AND QUALITY MANAGEMENT PROGRAM (15 POINTS)  
The offeror will describe its Aviation Quality Management Program. Procedures for reviewing the operational and safety aspects of the program, individual pilot and mechanic performance reviews, the role of the aviation manager, and the role of corporate management in the oversight of LGAES and UNMHSC should be described.
- VII. REQUIRED PRICE INFORMATION (25 POINTS)
- A. *Monthly Fee for LGAES services.*  
All Offerors shall provide a line item break down of the first year **monthly** fixed fee in accord with the following line items:
- Aircraft
  - All Personnel compensation with benefits
  - Pilot Training
  - Mechanic Training
  - Aircraft Insurance
  - General and Administrative
  - Profit
  - Hangar Lease
- B. *Hourly rates for LGAES services.*  
Offerors are to provide the first year flight hour rate for the LGAES Primary Medical Fixed Wing.
- C. *Back-up Medical Fixed Wing for LGAES and Back-up Outreach Fixed Wing for UNMHSC.*  
Provide the price, **for each year** of the four-year term that would be associated with any applicable fees for the Offeror provided Medical and Outreach Back-up Fixed Wing. Include the make, model and corresponding hourly rates.
- D. *Monthly fee for UNMHSC Outreach Services.*  
All Offerors shall provide a line item break down of the first year fixed fees for the UNMHSC services in accord with the following line items:
- Aircraft
  - All Personnel compensation with benefits
  - Pilot Training
  - Mechanic Training
  - Aircraft Insurance
  - General and Administrative
  - Profit
  - Hangar Lease
- E. *Hourly rates for UNMHSC Outreach Services.*

Offerors are to provide the first year flight hour rate for the UNMHSC Primary Aircraft.

*F. Mutual Aid Agreement for Back-up Aircraft for UNMHSC Back-up Fixed Wing services.*

If the Offeror is proposing a mutual aid agreement to serve as the Back-up Outreach Fixed Wing, include the price, for the entire initial four-year term that would be associated with any applicable fees, including an additional aircraft, for this service.

**In addition, the Offeror must complete Exhibit E – Cost Proposal in addition to providing the above. The completed Cost Proposal must be included at the end of the Required Price Information Submittal Requirement.**

**EXHIBIT F  
EVALUATION CRITERIA**

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a factor in the proposal evaluation with negotiable expectations; however, it is specifically a consideration of secondary importance to the need for competent and high-quality skilled Offeror(s).

UNMH reserves the right to award contracts based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror(s) selected for a contract will be chosen on the basis of the greatest benefit to UNMH. All responses to this Request for Proposals become the property of UNMH and will become public information upon completion of UNMH contract negotiation process.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNMH reserves the right to judge the presentation of the Offerors submitting proposals in the evaluation and selection of the successful proposal.

Evaluation criteria for the aviation and aircraft requirements of this RFP also include provisions for ascertaining the qualifications and credentials of the Offerors when serving in a transport provider role, including the Proposer’s capability, experience, financial strength, and overall organizational stability.

UNMH and its designated representatives may conduct investigation of the credentials and materials submitted by each offeror. Such authority to investigate will be granted to UNMH by each organization that submits a proposal.

Any misleading or misrepresentation or omission of information may result in disqualification of the offeror, or a major breach subsequent to contract award.

Investigations of Offerors’ submissions and services will be conducted as deemed necessary by UNMH .

In addition to responding to the Submittal Requirements **EXHIBIT E**, Offerors must also complete and submit the Cost Response Form **EXHIBIT G**.

The criteria to be applied will be consistent with LGAES and UNMHSC’s evaluation criteria and will include the following specific criteria listed in **Exhibit E**, and the associated weights:

<b>II</b>	<b>OFFEROR QUALIFICATIONS</b>	10	Points Possible
<b>III</b>	<b>OPERATIONAL CONTROL CENTER</b>	10	Points Possible
<b>IV</b>	<b>OPERATIONAL PERFORMANCE</b>	15	Points Possible
<b>V</b>	<b>AIRCRAFT AND EQUIPMENT</b>	25	Points Possible
<b>VI</b>	<b>AVIATION SAFETY AND QUALITY MANAGEMENT PROGRAM</b>	15	Points Possible
<b>VII</b>	<b>COST PROPOSAL (Exhibit G, Section 7 above)</b>	25	Points Possible
	<b>TOTAL</b>	<b>100</b>	<b>Points Possible</b>

**EXHIBIT G  
COST PROPOSAL**

1. **Cost** – In this **Exhibit G**, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP based on estimated monthly usage. This shall include everything necessary to complete the scope of work. The Offeror **must** provide separately in this exhibit, cost on all required services for a one month sample period, based on the pricing structures requested in Exhibit E. UNMH averaged 180 flight hours per month in FY21 for the Lifeguard Program and 20 flight hours per month in FY21 for the HSC Outreach Program.
2. **Prices** – All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP, **for year one only. Requesting only Year One for comparative and scoring purposes only. The Yearly Total for both UNMH Lifeguard and HSC Outreach will be scored and applied separately to the Offerors qualitative score.**
3. **Points for Cost Proposal** - During the initial ranking/rating of proposals, points will be awarded for pricing using a mathematical formula to compare the lowest responsive price proposal submittal against each responsive submittal. Basically, the formula uses the lowest responsive price amount as the numerator and each subsequent price proposal amount as the denominator. The resultant factor is then applied to the total possible point number (60 points); the resultant number becoming the point award.

*Year One Total of lowest Offeror x maximum price score = price score this Offeror  
Year One Total of this Offeror*

*Example:  
Proposal A = \$100  
Proposal B = \$115*

*Total possible points = 60 pts  
Point award for A: 100/100 = 1 x 60 pts = 60 pts  
Point award for B: 100/115 = .87 x 60 pts = 52.2 pts*

<b>UNMH LIFEGUARD PROGRAM FEES</b>	<b>Monthly</b>	<b>Year One</b>
Monthly fee (for first year only)		
Hourly Rate x 180 hrs. (for first year only)		
<b>TOTAL</b>		

<b>HSC OUTREACH PROGRAM FEES</b>	<b>Monthly</b>	<b>Year One</b>
Monthly fee (for first year only)		
Hourly Rate x 20 hrs. (for first year only)		
<b>TOTAL</b>		

**Optional:** Back-up Medical Fixed Wing for LGAES and Back-up Outreach Fixed Wing for UNMHSC. Provide the price, for each year of the four-year term that would be associated with any applicable fees for the Offeror provided Medical and Outreach Back-up Fixed Wing. Include the make, model and corresponding hourly rates.


**EXHIBIT H  
RESIDENT VETERANS PREFERENCE CERTIFICATION**

CHECK IF N/A \_\_\_\_\_

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:  
Please check one only:

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowing giving false or misleading information about this fact constitutes a crime.

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/resident Veteran Contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public a body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\* Date: \_\_\_\_\_  
**\*Must be an authorized signatory for the Business**

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaware of the procurement involved if the statements are proving to be incorrect.



**EXHIBIT I  
AUTHORIZED SIGNATURE PAGE**

**THE FOLLOWING OFFEROR INFORMATION SHOULD BE COMPLETED AND RETURNED WITH THE RFP:**

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**New Mexico State Preference Number** (Pursuant to Sections 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978, Offerors Claiming 5% Preference Must be Certified Prior to IFB or RFP Opening):

- Resident Business: Pref. Number \_\_\_\_\_
- Resident Manufacturer: Pref. Number \_\_\_\_\_
- Resident Offeror: Pref. Number \_\_\_\_\_
- Resident Veterans Preference Certification Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this IFP and at the prices stated within the IFP.

The undersigned further states that the company submitting this IFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this IFB.

**COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NEW MEXICO GROSS RECEIPTS TAX NO** \_\_\_\_\_

**FEDERAL EMPLOYER ID NUMBER (FEIN)** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**PRINTED OR TYPED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**EXHIBIT J**  
**SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION**

**CHECK IF N/A** \_\_\_\_\_

The University of New Mexico Hospitals participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and Offerors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (2) Whose management of daily operations is controlled by one or more such individuals. The Offeror shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act; and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Street Address: \_\_\_\_\_

\_\_\_\_\_  
County: \_\_\_\_\_

\_\_\_\_\_  
City: \_\_\_\_\_

\_\_\_\_\_  
State & Zip: \_\_\_\_\_

Is this firm a (please check):  Division  Subsidiary  Affiliated? Primary NAICS Code:  
 If an item above is checked, please provide the name and address of the Parent Company below:

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Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (**Must be SBA Certified**)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (**Must be SBA Certified**)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Signature and Title of Individual Completing Form: \_\_\_\_\_

Date \_\_\_\_\_

<p><b>Please return this form to:</b></p> <p>The University of New Mexico Hospitals          Purchasing Department          MSC01 1240          Albuquerque, NM 87131          505-277-2036 (voice)          505-277-7774 (fax)</p>	<p><b>NOTE:</b></p> <p>This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at [www.sba.gov/size](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301.

(Rev. 6/2002)

**EXHIBIT K**  
**THE UNIVERSITY OF NEW MEXICO HOSPITALS SUPPLIER CONFLICT OF INTEREST**  
**AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

**CONFLICT OF INTEREST. The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or Regent of The University of New Mexico Hospitals (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any University of New Mexico Hospitals employee, Regent or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the legislator: \_\_\_\_\_ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS:** The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to The University of New Mexico Hospitals Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the IFB or offer but prior to the award of the purchase order or contract.

**CERTIFICATION:** The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Typed \_\_\_\_\_ Company Name: \_\_\_\_\_  
Address \_\_\_\_\_ City/State/zip: \_\_\_\_\_

**THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:**

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)**

**(a)** In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

**(b)** Offeror, by signing its offer, certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

**1)** No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.

**2)** If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this

solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

CERTIFICATION: The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Typed: \_\_\_\_\_ Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/zip: \_\_\_\_\_

**EXHIBIT L  
INSURANCE REQUIREMENTS**

The following insurance policies and limits will be maintained by the Offeror for all aircraft and operations:

- a. Commercial General Liability which shall contain no General Aggregate Limit and a minimum limit of liability of not less than Fifty Million Dollars (\$50,000,000) per occurrence.
- b. Aircraft Hull & Liability coverage for Aircraft Physical Damage and bodily injury and property damage covering each aircraft with a combined single limit of not less than \$100,000,000. Coverage shall include War Liability.
- c. Workers' Compensation (statutory limits) and Employer's Liability Insurance with minimum limits of \$1,000,000 (bodily injury by accident/disease/each employee) must be maintained for all Offeror employees at all times when they are assigned duty related to this Agreement. Both companies agree that Workers' Compensation is intended to be the sole remedy for such employees.
- d. Business Automobile Liability must be maintained with limits not less than \$1,000,000 each occurrence with no Tarmac Exclusion (or equivalent Automobile Liability Coverage on Airport Premises under an Aviation Policy).
- e. Umbrella / Excess Liability Insurance with limits of at least \$4,000,000 excess of \$1,000,000 primary with respect to Automobile Liability and Employers Liability
- f. Non-Owned Aircraft Liability Insurance with a minimum limit of liability of not less than Fifty Million Dollars (\$50,000,000) per occurrence.
- g. Hangar Keepers Liability Insurance of at least \$10,000,000 each occurrence/aircraft
- h. Professional (Malpractice) Liability in an amount not less than \$2,000,000 per occurrence / \$4,000,000 aggregate

The Offeror shall furnish UNMH with certificates of insurance annually to evidence the above coverage and name "UNMH and any subsidiary or affiliated companies including their respective directors, officers, employees, agents, contractors, customers and clients" and, where applicable, a waiver of subrogation. Such certificates shall provide that no policy be cancelled unless at least (30) days, or in the case of war risks for seven (7) days, prior written notice of such cancellation is provided to UNMH

**CERTIFICATES OF INSURANCE:** The Offeror shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of the University Of New Mexico Hospitals, the University Of New Mexico Hospitals, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

**GENERAL:** All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner. The Offeror shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

**EXHIBIT M**

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991)**

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, I included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
2. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989;
  - a. Federal appropriated funds have not been paid and will not be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
  - c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_ City/State/zip: \_\_\_\_\_

**EXHIBIT N  
SAMPLE AGREEMENT**

**SERVICES AGREEMENT**

This Services Agreement (this “Agreement”) is entered into between the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for UNM Hospitals (“UNMH”), and \_\_\_\_\_ (“Contractor”).

RECITALS

- A. UNMH wishes to obtain the services described in this Agreement, and Contractor assures UNMH that it is willing and qualified to perform such services.
  
- B. This Agreement sets forth the terms and conditions under which Contractor will perform the services described herein, and UNMH will reimburse Contractor for such services.

**The parties agree as follows:**

- I. RESPONSIBILITIES OF CONTRACTOR. Contractor will perform the services described in Attachment A, attached to and incorporated by reference in this Agreement.

**II. FINANCIAL REQUIREMENTS**

- A. **Compensation.** UNMH will pay Contractor for services rendered at the rates set forth in Attachment A.
  
- A. **Billing.** Contractor will submit monthly invoices to UNMH within 30 days after services are provided. Invoices will be sent as set forth in UNMH's purchase order.
  
- B. **Payment.** UNMH will pay Contractor at the address set forth in Attachment A within a reasonable time after receipt of invoices from Contractor. Disputed invoices will be resolved in good faith by Contractor and UNMH in a timely manner.
  
- C. **Accounting.** Contractor will keep an accurate record of all work performed regarding this Agreement, and will make such records available to UNMH at all reasonable times.

**III. LIABILITY, INDEMNIFICATION, AND INSURANCE**

- A. **Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party’s employees. Contractor understands that UNMH is not indemnifying Contractor for the acts or omissions of UNMH. The liability of UNMH will be subject in all



cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

- B. **Indemnification.** Notwithstanding the foregoing, Contractor will indemnify and hold harmless UNMH, its Regents, officers, agents and employees from any claims for losses, costs, damages, expenses or liability by reason of bodily injury (including death) or property damage, to the extent such damages are determined by a court of competent jurisdiction in a proceeding to which Contractor is a party to result from Contractor's negligence, act or omission, except to the extent of UNMH's negligence. The foregoing indemnification obligation shall specifically include, but not be limited to, any breach of the Contractor's obligations as a Business Associate, as set forth in the Business Associate Addendum, and any breach of Contractor's non-assignment and/or subcontractor obligations set forth in Section VI.D of this Agreement.
- C. **Insurance.** Contractor will procure and maintain, at its own expense, professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the acts or omissions of any individuals who may be performing services under this Agreement.
- D. ***[delete this provision when not applicable]* Cyber Insurance.** Contractor shall maintain in force during the term of this Agreement information technology and cyber errors and omissions liability insurance with a combined single limit of not less than \$10,000,000.00 in the aggregate. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation) unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, worm, logic bomb, or Trojan horse or negligence in connection with denial of service attacks, or negligent misrepresentation.

IV. TERM AND TERMINATION. This Agreement will be effective as set forth in Attachment A. Either party may terminate this Agreement by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

V. **SECURITY PLAN AND AUDIT.** Contractor shall complete and provide to UNMH a Self-Assessment Questionnaire, attached hereto as Attachment C, within 30 days from the date of execution of this Agreement. Contractor shall also complete and provide to UNMH the results of an audit by a third party independent company (e.g., SSAE16). Such audit shall be sent to:

UNM Hospitals  
933 Bradbury Dr. SE, Suite 3131  
Albuquerque, NM 87106  
Attn: David Grisham, PhD,  
Manager of IT Security  
E-mail: [dgrisham@salud.unm.edu](mailto:dgrisham@salud.unm.edu)

UNMH reserves the right to review and verify the Self-Assessment Questionnaire and the audit results. If UNMH identifies any deficiencies with either the Self-Assessment Questionnaire or the audit it will notify Contractor within 30 days of such deficiencies. Notice to Contractor will be sent to the address set forth in Attachment A. The parties shall thereafter negotiate in good faith to resolve any such deficiencies related to the foregoing.

## VI. MISCELLANEOUS

- A. Entire Agreement.** This Agreement and the terms and conditions included in the purchase order issued for the services to be provided under this Agreement represent the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. In the event of any conflict in the provisions of this Agreement and the purchase order, the terms of this Agreement will control. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- B. Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its conflict of laws provisions.
- C. Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. Contractor and its employees will not be considered employees of UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

- D. Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party; provided, however, that UNMH may assign this Agreement to a wholly-owned subsidiary or affiliate of UNMH or any component part thereof without the consent of Contractor. Contractor shall require any subcontractors to demonstrate that they have in place administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information, in accordance with the Business Associate Addendum to this Agreement, and shall, upon request, provide evidence of such to UNMH. Contractor shall not, in any event, assign, delegate, transfer, or subcontract this Agreement, in whole or in part and/or directly or indirectly, to any off-shore entity. Furthermore, Contractor will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of UNMH. Violation of this provision shall give UNMH the right to immediately terminate this Agreement and subject Contractor to the indemnification provision set forth in Section III.B of this Agreement.
- E. Confidentiality.** The confidentiality of client records will be maintained by the parties in accordance with applicable federal and state laws and regulations. The parties hereby agree to the terms and conditions of the Business Associate Addendum attached to and incorporated in this Agreement as Attachment B.
- F. Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- G. Eligibility for Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- J. Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico, or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Regents or other sponsoring agency, this Agreement will terminate upon delivery of written notice by UNMH to Contractor. The decision of UNMH as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

**Q. Antifraud Compliance.** Both parties to this Agreement expressly acknowledge that the Medicare/Medicaid antifraud statute, 42 U.S.C. Section 1320a-7b, prohibits "illegal remuneration" as defined therein, in connection with the provision of goods or services for which payment is made in whole or in part under Medicare. The parties are entering into this Agreement with the intent of complying fully with the Medicare/Medicaid antifraud statute. To this end, the parties expressly agree that nothing contained in this Agreement is intended to, or shall in the context of the administration of this Agreement, require either party to refer any patients to the other, or to any affiliate or subsidiary of the other; rather, the purpose of this Agreement is to clarify the parties' understanding with regard to services to be provided to Contractor by UNMH.

**J. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid. Notices to Contractor will be sent to the address set forth in Section II.B of Attachment A. Notices to UNMH will be sent to the following address:

University of New Mexico Hospitals Purchasing Department  
Attn: Purchasing Director  
933 Bradbury Dr. SE, Ste. 3165  
Albuquerque, New Mexico 87106

**K. Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,  
FOR THE HEALTH SCIENCES CENTER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Approved as to form  
by Scot Sauder  
Senior Associate University Counsel  
4/25/13*

**APPENDIX A**  
**UNMH LIFEGUARD AIR EMERGENCY SERVICES PROGRAM**  
**MOST COMMONLY USED AIRPORTS**

<b>City</b>	<b>Airport Name</b>	<b>Identifier</b>
Albuquerque, NM	Albuquerque International Sunport Airport	ABQ
Carlsbad, NM	Cavern City Air Terminal	CNM
Chinle, AZ	Chinle Municipal Airport	E91
Crownpoint, NM	Crownpoint Airport	OE8
Denver, CO	Centennial Airport	APA
El Paso, TX	El Paso International Airport	ELP
Espanola, NM	Ohkay Owingeh Airport	E14
Farmington, NM	Four Corners Regional Airport	FMN
Flagstaff, AZ	Flagstaff Pulliam Airport	FLG
Ft Defiance, NM	Window Rock Airport	RQE
Gallup, NM	Gallup Municipal Airport	GUP
Grants, NM	Grants-Milan Municipal Airport	GNT
Hobbs, NM	Lea County Regional Airport	HOB
Las Cruces, NM	Las Cruces International Airport	LRU
Las Vegas, NM	Las Vegas Municipal Airport	LVS
Lovington, NM	Lea County/Zip Franklin Memorial Airport	E06
Lubbock, TX	Lubbock Preston Smith International Airport	LBB
Phoenix, AZ	Phoenix Sky Harbor International Airport	PHX
Portales, NM	Portales Municipal Airport	PRZ
Raton, NM	Raton Municipal Airport/Crews Field	RTN
Roswell, NM	Roswell Air Center Airport	ROW
Ruidoso, NM	Sierra Blanca Regional Airport	SRR
Santa Fe, NM	Santa Fe Municipal Airport	SAF
Santa Rosa, NM	Santa Rosa Route 66 Airport	SXU
Santa Teresa, NM	Dona Ana County International Jetport Airport	DNA
Shiprock, NM	Shiprock Airstrip	5V5
Silver City, NM	Grant County Airport	SVC
Socorro, NM	Socorro Municipal Airport	ONM
Taos, NM	Taos Regional Airport	SKX
Tucumcari, NM	Tucumcari Municipal Airport	TCC
Zuni, NM	Andrew Othole Memorial Airport	XNI

**APPENDIX B**  
THE UNIVERSITY OF NEW MEXICO  
HEALTH SCIENCES CENTER CHARTER SERVICES PROGRAM  
**MOST COMMONLY USED AIRPORTS**

<b>City</b>	<b>Airport Name</b>	<b>Identifier</b>
Farmington	Four Corners Regional Airport	FMN
Hobbs	Lea County Regional Airport	HOB
Las Cruces	Las Cruces International Airport	LRU
Roswell	Roswell Air Center Airport	ROW
Silver City	Grant County Airport	SVC