

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 Dev **UNM SANDOVAL REGIONAL MEDICAL CENTER, INC.**, a New Mexico nonprofit and University Research Park and Economic

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., limits the UNMH

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 RFP; and tory, subject to provisions of this
- 1.2.2

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 an(a)9(l)6(i)-f65(l0 G[(1.3.1)] TJETQq0.00000912 0

- 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

1.8.1 UNMH shall have the right at any time after Proposal submission, to seek clarification from

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 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

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 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.

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

ed, 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, -assets including

successful Awardee may be required to complete the UNMHs Information Security Plan Information 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 noomtmaterTlin0003>4200291

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

EXHIBIT A SCOPE OF WORK

1. INTRODUCTION

University of New Mexico Hospital (UNMH) is the only academic medical center and the largest hospital in the state, serving over 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 University of New Mexico 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 23y3,ei

- Ø Loading and unloading procedures.
- Ø Personnel safety.
- Ø Weather criteria analysis.
- Ø Air Medical and UNMHSC Personnel Resource Management.
- Ø Air to ground communications through radio frequencies for use by the LGAES or the UNMHSC personnel.
- Ø Material Safety Data Sheet (MSDS) on any material exposure for UNMH personnel.
- Ø 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:

- Ø Emergency procedures for medical and charter flights,
- Ø Safety procedures for the patient and medical crew in and around the aircraft,
- Ø Weather,
- Ø Survival training that takes into consideration the special environmental factors including mountainous terrain and over water operations, and the seasonal weather shifts experienced

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.

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, previous

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Ø 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.

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.

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

- Ø 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.

- Ø Cabin capacity and stretcher systems to carry maximum 2 adult patients in supine position or 1 adult patient in supine position and 1 isolette.
- Ø A means of securely anchoring the equipment, isolette, stretcher, oxygen and air bottles to the airframe.
- Ø Ability to maintain cabin altitude not greater than 7500 feet.
- Ø 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% FiO₂ (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.
- Ø 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.
- Ø A 24 volt, 120 watt D/C power source available in the cabin.
- Ø All outlets labeled and Chemtron outlets color coded as follows: Oxygen will be green, Air will be yellow, Vacuum will be white.
- Ø 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.
- Ø Adequate light source to provide proper patient care (11 foot candles on isolette or stretcher).
- Ø Suction available in the cabin, to supply 40 cm Hg of vacuum.
- Ø IV holders overhead.
- Ø Storage area and shelving to adequately store and secure carry-on items and medical equipment during flight.
- Ø Washable material on floors, sidewalls and ceiling to allow for proper cleaning, disinfection, and decontamination.
- Ø Switches and valves easily accessible from patient care area.
- Ø A functioning cabin intercom system and three headsets with multiple communication ports for communication between pilot and UNMH personnel, if necessary.

- Ø 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).

- Ø 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

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

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.

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 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

decision to accept or decline the mission based on aviation safety and appropriateness plus the medical crew being mission ready.

11. Aviation Personnel

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.

, 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 TQq0.0000091 requires Fixed Win

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

rience 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.

- Ø Engines that are turboprop
- Ø All equipment required for FAR, Part 135, day or night, all-weather IFR operation
- Ø Capability of holding minimum altitude of 11,000 feet MSL at gross weight with one engine inoperative and feathered.

coverage for scheduled maintenance and training, and unscheduled maintenance events, UNMHSC may assess liquidated damages against the Offeror beginning on the 73rd 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 managemen

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

- Ø 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.

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
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 - 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. StaETQq4(dua)9(l)-4(se)7(ct)5(i)-4(on)11(t)-4(ha)9(t)-4(i)-4(s)9()] TJETQq0.27G -0.0

- C. -up Aircraft Fees
- D. Monthly Fee for Primary Outreach Fixed Wing
- E. Hourly Rates for Primary Outreach Fixed Wing
- F. -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

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.

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)

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-

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.*

all personnel, on-

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:

- Ø Aircraft
- Ø All Personnel compensation with benefits
- Ø Pilot Training
- Ø Mechanic Training
- Ø Aircraft Insurance
- Ø General and Administrative
- Ø Profit
- Ø 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:

- Ø Aircraft
- Ø All Personnel compensation with benefits
- Ø Pilot Training
- Ø Mechanic Training
- Ø Aircraft Insurance
- Ø General and Administrative
- Ø Profit
- Ø 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,

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.

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

include the following specific criteria listed in **Exhibit E**, and the associated weights:

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

**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*

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

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

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 re
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.

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:

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 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

EXHIBIT J
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

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:

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 _____

Please return this form to:
The University of New Mexico Hospitals
Purchasing Department
MSC01 1240
Albuquerque, NM 87131
505-277-2036 (voice)
505-277-7774 (fax)

NOTE:
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.

THANK YOU FOR YOUR COOPERATION

(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.

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;

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: Th

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

EXHIBIT N
SAMPLE AGREEMENT
SERVICES AGREEMENT

University of New Mexico, for its public operation known as the Health Sciences Center,
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.

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 _____ except to the extent of _____ . The foregoing indemnification obligation shall specifically

Business Associate, as set forth in the Business Associate Addendum, and any _____-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.

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

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, 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.

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

City	Airport Name	Identifier
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