CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
April 7, 2021–Wednesday– 5:00 p.m.
Virtual Meeting Held by Video Conference Via Google Meet

The public is invited to submit written comments for public input prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on April 7, 2021, addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

City Council Meetings are
Available via YouTube
https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT (comments limited to topics on current agenda). Public Input submitted to the City Clerk via email or fax will be read into the record.

VII. APPROVAL OF MINUTES (March 10th and March 17th, 2021)

VIII. BUSINESS ITEMS

1. Request approval of Resolution No. 21-11 A resolution to support the Congressional request for community infrastructure funding.

David Ulibarri
Councilor Ward 1
Michael L. Montoya
Councilor Ward 2
Elaine Rodriquez
Councilor Ward 3
David G. Romero
Councilor Ward 4

Mayor Louie Trujillo Request the Governing Body to support a request to Congresswoman Teresa Leger-Fernandez for congressional funds for community infrastructure for Legion Drive.

2. Request approval of Resolution No. 21-12 A resolution to support the Congressional request for community project funding.

Mayor Louie Trujillo Request the Governing Body to support a request to Congresswoman Teresa Leger-Fernandez for congressional funds for a community project in the Gallinas Riverwalk.

3. Request Approval to award RFP #2021-04 for Ambulance services throughout the City of Las Vegas and San Miguel County excluding the Village of Pecos to American Medical Response (AMR) and enter into contract.

Billy Montoya, Fire Chief The City of Las Vegas in conjunction with San Miguel County has advertised an RFP for Ambulance Services throughout the entire county. All proposals have been reviewed and evaluated with the recommendation to move forward with American Medical Response Ambulance (AMR). This is a collaborated effort between the City and County to formulate one emergency response system that will benefit all residents and entities involved.

4. Approval of Resolution No. 21-10 Budget Adjustment Request for the 2020-2021 Fiscal year for various capital improvement projects and grant funded projects.

Jesus Baquera, Finance Director Budget adjustment was developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors. See attached schedule.

5. Request approval to award the continuation of West National Avenue and Mountain View Drive road projects to Hay's Plumbing and Heating through a CES contract.

Daniel Gurule, Public Works Manager The City received funding through the New Mexico Department of Transportation (NMDOT) for Municipal Arterial Program (MAP) and Cooperative Agreement (COOP).

6. Approval to fund the bid additive alternate work for RFP 2021-06 for the Dee Bibb Lift Station Improvements.

Maria Gilvarry, Utilities Director RFB 2021-06 Dee Bibb Lift Station Improvements was awarded on December 9, 2020 to Hays Plumbing & Heating for $258,500.00. Additional funds were provided by the Clean Water State Revolving Fund 071 to fund the bid alternates, which included the installation of an emergency generator and new 6' chain link security fence. The additional funds required are $55,800.00.

7. Approval to fund the bid additive alternate work for RFP 2021-07 for the Detention Center Lift Station Rehab.

Maria Gilvarry, Utilities Director RFB 2021-07 Detention Center Lift Station Rehab was awarded on December 9, 2020 to Hays Plumbing & Heating for $224,694.00. Additional funds were provided by the Clean Water State Revolving Fund 071 to fund the bid alternates, which included the installation of an emergency generator, new security fence, new valve vault cover and raise the existing vault. The additional funds required are $94,700.00.

8. Council Discussion/Action regarding transportation-sharing vehicles or ordinance in Las Vegas.

Councilor David Romero Discussion on safety concerns and the possible need to create legislation to set rules and regulations regarding a shared transportation ordinance.

IX. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.

B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.

C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

X. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By attending the meeting via Google Meet, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at **www.lasvegasnm.gov**

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, MARCH 10, 2021 AT 5:30 P.M. VIA GOOGLE MEET.

MAYOR: Louie A. Trujillo ***Absent***

COUNCILORS: David G. Romero
Elaine Rodriquez
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Danielle Sena, Recorder
Scott Aaron, City Attorney
Adrian Crespin, Chief of Police

CALL TO ORDER

Mayor Pro Tem called the meeting to order at 5:35 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri Jr., asked for a moment of silence for all the residents and hoped the covid pandemic would be over soon and asked to keep those who are sick in prayer.

APPROVAL OF AGENDA

Councilor Montoya made a motion to approve the agenda as presented. Councilor Ulibarri jr., seconded the motion. All were in favor.

Mayor Pro Tem advised the motion carried.

PUBLIC INPUT

No public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Pro Tem advised the following appointments were brought back for approval due to an error that did not meet the OMA requirement during the February 17th meeting.

- Film Commission
- Museum Board
- Parks and Recreation Advisory Committee

City Attorney Scott Aaron gave a brief statement regarding some concerns from the public on the appointments not being posted on the website during the last council meeting.

Councilor Montoya asked when the ETZ and two other committees would be going to council for approval and also advised City Clerk Fresquez scheduled a virtual meeting with the Attorney General's Office to go over the Open Meetings Act for all Boards, Committees and Commissions regarding the process of advertising for meetings.

Discussion took place regarding if Mayor's Appointments would stay where they are on the agenda or be placed under the business items based on the Council's decision to change the template of the agenda.

Councilor Montoya made a motion to approve the appointments of the Film Commission, Museum Board and Parks and Recreation Advisory Committee. Councilor Ulibarri jr., seconded the motion. All were in favor.

Mayor Pro Tem advised the motion carried.

Mayor Pro Tem recognized the Sonchar family, owners of BTU and Deputy Clerk Sena read the recognition for the Sonchar family.

Councilor Montoya thanked the Sonchar family for staying in Las Vegas for many years and their loyalty, honesty and integrity towards the community.

Wayne Sonchar was thankful for the recognition and the support of the City.

Councilor Romero thanked the Sonchar family for all they have done for the community.

COUNCILOR'S REPORTS

Councilor Montoya mentioned City Manager Taylor, Councilor Romero and himself met with Governor Michelle Lujan Grisham in support of the Rodriquez Complex along with letters of support for funding.

Councilor Rodriquez advised on citizens concerns regarding being overcharged and customer service at the Utilities department. Councilor Rodriquez advised citizens recommended an external audit and having customer recordings between the City and the customer.

City Manager Taylor advised they are looking into what the phone system could do regarding customer recordings and also advised the City is audited every year including the Utilities department. City Manager Taylor stated they don't get many overcharged cases but when they do they look into it.

Councilor Romero advised he is very concerned when he gets a cluster of calls all at once regarding the same issues. Councilor Romero recognized Danny Gurule and his staff in the Public Works department for all they are doing.

Discussion took place regarding the breakdown of communication between the City and businesses during the time filming is going on in the City.

Councilor Montoya mentioned the Mayor's clean up days being every 1st Saturday of the month and thanked everyone that showed up to help.

POLICE CHIEF'S REPORT

Police Chief Adrian Crespin gave a report regarding the statistics in February for calls of service, traffic citations, arrests, business checks, business contacts, traffic stops and burglary reports for all four wards. Police Chief Crespin advised they received their MILO system and mobile data terminal computer mounts for police vehicles.

Discussion took place regarding how the monthly reports have made a difference regarding residence complaints and how appreciative residents are of the information that is being provided.

Councilor Ulibarri Jr., thanked Police Chief Crespin for all he's done and asked if the cameras would be moved to different locations and during DWI checkpoints.

Discussion took place regarding the 311 app and the Meadow City Drug Task Force.

APPROVAL OF MINUTES

Councilor Montoya had changes regarding the February 10, 2021 minutes, on page 10, correction on who made the first and second motions because they both had Councilor Montoya and page 16, on the resolution he requested to have paragraph 2 stricken. Councilor Montoya also had changes regarding the February 17, 2021 minutes, on page 9 on the last paragraph, approval of the parking on Douglas should include, Community Development Director Bill Hendrickson advised the ownership of the property would still be the City of Las Vegas and expenses would be paid by the contractor. Councilor Montoya also asked to include the adjournment time.

Councilor Romero asked if the minutes for February 10th should be tabled until the next council meeting.

Deputy Clerk Sena advised the changes would be corrected.

Discussion took place regarding follow up questions Councilor Montoya had from the February 17th meeting.

Councilor Montoya made a motion to approve the minutes for February 10th and 17th, 2021 with the changes mentioned. Councilor Ulibarri Jr., seconded the motion. All were in favor.

Deputy Clerk Sena advised the motion carried.

PRESENTATIONS

Film and Events Coordinator Chuck Griego gave a presentation regarding options for the Fourth of July Fiestas.

Discussion took place regarding postponing the Fiestas possibly for October or keeping the schedule for July, the time it takes to get Fiestas up and going, how to control the 150 people to comply with the Governor's Health Order and alternative small concerts at different locations.

BUSINESS ITEMS

1. Conduct a Public Hearing and adopt Ordinance No. 21-02, an ordinance granting to Public Service Company of New Mexico (PNM), a New Mexico Corporation, a franchise to furnish electricity within the City of Las Vegas, San Miguel County, New Mexico and granting to PNM, the right to use any public Highway, street, alley, road or other public place within the present or future municipal limits of the City of Las Vegas.

Councilor Rodriquez made a motion to enter into Public Hearing to discuss business item 1. Councilor Ulibarri Jr., seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri Jr.	Yes
Michael L. Montoya	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

City Attorney Aaron asked Deputy Clerk Sena to raise her right hand and be sworn in.

Deputy Clerk Sena asked for Council's consideration to adopt Ordinance 21-02 and advised publication requirements were met.

Councilor Rodriquez made a motion to exit Public Hearing and return to regular session. Councilor Ulibarri Jr., seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

Deputy Clerk Sena advised the motion carried.

Councilor Montoya made a motion to approve the adoption of Ordinance 21-02. Councilor Rodriquez seconded the motion.

Ordinance 21-02 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

2. Conduct a Public Hearing and Adopt Ordinance No. 21-03, an ordinance to grant the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City.

Councilor Rodriquez made a motion to enter into Public Hearing to discuss business item 2. Councilor Montoya seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

Deputy Clerk Sena asked for Council's consideration to adopt Ordinance 21-03 and advised publication requirements were met.

Councilor Montoya made a motion to exit Public Hearing and return to regular session. Councilor Ulibarri Jr., seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

Deputy Clerk Sena advised the motion carried.

Councilor Montoya made a motion to approve the adoption of Ordinance 21-03. Councilor Rodriquez seconded the motion.

Ordinance 21-03 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

3. Request approval of Resolution No. 21-04 applying for and assuring matching funds for the Cooperative Municipal Program Grant (COOP) in the amount of $60,025.00.

Discussion took place regarding clarifying what miscellaneous paving was, the crack seal being done on 4th Street, 5th Street, 6th Street, National Avenue and Douglas Avenue and how those streets were selected.

Councilor Montoya made a motion to approve Resolution No. 21-04. Councilor Ulibarri Jr., seconded the motion.

Resolution 21-04 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-04

A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR COOPERATIVE AGREEMENT PROGRAM (COOP)

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a Cooperative Agreement Program (COOP) grant for Surface Seal, Hot Poured Crack Sealing, Cold Milling (Asphalt), and Miscellaneous Paving for 4th Street, 5th Street, 6th Street, National Avenue, and Douglas Avenue; and

WHEREAS, the City expects the total amount to be $240,100.00; and

WHEREAS, the City would have to contribute 25% ($60,025.00) in order to receive the Grant of $180,075.00 (75%) for the total amount of $240,100.00, including New Mexico gross receipts tax; and

WHEREAS, improvements are needed for the safety of the residents and visitors of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on 4th Street, 5th Street, 6th Street, National Avenue, and Douglas Avenue.

APPROVED AND ADOPTED this _____ day of March, 2021.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes

Deputy Clerk Sena advised the motion carried.

4. Award request for proposal #2021-14 for 2021, 2022 and 2023 Annual Audit Services for the City of Las Vegas and enter into a contract with Pattillo, Brown & Hill LLP.

Finance Director Jesus Baquera advised they would see a twenty four percent decrease in the price from last year.

Discussion took place regarding how many proposals were received, if references were contacted, who the current auditor was, if conflict of interest and disclosure statements could be done with the next auditor and the procedures and purpose of an audit.

Councilor Montoya made a motion to approve the request for proposal #2021-14 for 2021, 2022 and 2023 Annual Audit Services for the City of Las Vegas and enter into a contract with Pattillo, Brown & Hill LLP. Councilor Ulibarri Jr., seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes

Deputy Clerk Sena advised the motion carried.

5. Award request for proposal #2021-13 for hazardous materials clean-up and removal to AGM Konstruction & Environmental Services.

Utilities Director Maria Gilvarry advised they had four bidders and AGM had the highest ranking and the contrat would be used by any department in the City.

Councilor Montoya asked if a City building had asbestos if they could utilize AGM and if the company could get rid of tanks at Solid Waste.

Utilities Director Gilvarry advised AGM would have to assess the tanks to see if they could be removed or they could use Safety Clean to remove the chemicals.

Councilor Rodriquez asked if there were any conflict of interest with AGM.

Utilities Director Gilvarry advised she was not aware of any conflicts with AGM and has used them in the past.

Councilor Montoya made a motion to approve request for proposal #2021-13 for hazardous materials clean-up and removal to AGM Konstruction & Environmental Services. Councilor Ulibarri Jr., seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri Jr.	Yes
Elaine Rodriquez	Yes	Michael L. Montoya	Yes

Deputy Clerk Sena advised the motion carried.

6. Presentation and Selection from four website redesigns.

Multimedia Production Coordinator Virginia Marrujo gave a presentation of four redesigns for the City website, and stated the current design wasn't user friendly and has limited abilities.

Councilor Montoya advised it was hard for him to pick a design at the moment and asked if there was a cost difference.

Multimedia Production Coordinator Marrujo advised there was no cost difference and would have access to adjust the size and layouts compared to the current design where there is no access.

Discussion took place regarding the design being community friendly, what department would oversee the website, and how it would be easier to edit since Multimedia Production Coordinator Marrujo would have the access.

Councilor Rodriquez asked if they could email suggestions because she wanted to look at the designs better instead of voting on one right away.

Discussion took place regarding what Revise and Wix are used for, who authorizes what is posted on the website, how to ensure things are posted in a timely manner and fixing outdated posts on the website.

Councilor Romero voiced concerns regarding access to City websites that have passwords and if there is more than one person who has access to those passwords.

Discussion took place regarding the grammar and misspelled words on notices that are posted on the website.

Councilor Montoya mentioned the upcoming meeting regarding the Open Meetings Act and asked who notifies her when there is an upcoming meeting to put on the website and if they are complying with the OMA criteria.

Discussion took place regarding the steps taken before Ms. Marrujo posts items on the website and to make sure that the right information is posted and to follow a checklist before a meeting is posted.

Councilor Rodriquez made a motion to table business item 6 for the March 17, 2021 Council meeting. Councilor Montoya seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and also for matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Rodriquez seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri Jr.	Yes
Michael L. Montoya	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and also for matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters specified were discussed and no action was taken. Councilor Rodriquez seconded the motion. Mayor Pro Tem asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes

Deputy Clerk Sena advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Ulibarri Jr., seconded the motion. All were in favor.

Deputy Clerk Sena advised the motion carried.

Meeting adjourned at 8:45 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, MARCH 17, 2021 AT 5:30 PM - VIRTUAL MEETING HELD BY VIDEO CONFERENCE VIA GOOGLE MEET

MAYOR:	Louie A. Trujillo
COUNCILORS:	Michael Montoya David Romero David Ulibarri, Jr. Elaine Rodriquez - ***Absent***
ALSO PRESENT:	William Taylor, City Manager Casandra Fresquez, City Clerk Scott Aaron, City Attorney Adrian Crespin, Sergeant at Arms

CALL TO ORDER

Meeting was called to order at 5:30 p.m.

Councilor Romero stated that Councilor Rodriquez would not be present for the meeting due to illness.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo called for a moment of silence in recognition of the passing of his dear friend, Steve Jordan and asked God to be with his family and prayers for his wife, children, brothers, sisters and his parents. He advised this had impacted the whole community and had made an executive decision to put out mental health information on the City's website and readerboard. Mayor Trujillo encouraged those going through depression or anxiety issues to utilize this information and to share with people in need.

APPROVAL OF AGENDA

Councilor Romero made a motion to approve the agenda as presented. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
David Romero	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Casandra Fresquez read public input information received via email from Lee Einer in regards to the Business Item #6, Resolution 21-09.

Mayor Trujillo recognized and welcomed to the meeting, a long time educator and businessman in the community, Mr. Gene Parsons.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

None at this time.

COUNCILORS' REPORTS

Councilor Montoya requested from City Clerk Fresquez, copies of Mr. Einer's Public Input to each Councilor. He recommended the Mayor and Council to keep in contact with the schools regarding their opening and advised that they needed to focus on repairing and painting crosswalks in those areas before school began. Councilor Montoya extended an invitation to the Council to a Ruidoso Reservoir tour he would be attending on April 9th at 10:00 a.m. and stated they offer activities to the public and thought they could look into doing something similar here at our reservoir in regards to more economic development.

Councilor Romero informed that he had been in contact with Superintendents from both school districts and also with D.O.T and this would be a group effort regarding repair of crosswalks to be ready for the opening on April 5th. He asked City Manager Taylor, in regards to the recent opening of the scooter business, what ordinances or policies were being used regarding liabilities in the interim?

City Manager Taylor advised he reviewed the MOU agreement with Community Development Director Hendrickson and City Attorney Aaron and it allowed the business to open. He advised he did not have the agreement with him and would further discuss the issue with Councilor Romero at a later date.

Councilor Romero requested the status of the street sweeper and its working condition due to it breaking down often and asked if there was any legal way of addressing that issue. He also asked Human Resource Director Donna Castro if the Code of Ethics had been issued out to City employees for signature.

City Manager Taylor informed that the street sweeper just came out of repair and that it would be used for backup due to the plan of ordering a new street sweeper.

Human Resource Director Castro advised that the Code of Ethics had to be developed and when complete they would gather signatures.

Councilor Romero advised that the City already had a Code of Ethics established.

Ms. Castro stated that she felt that the Code of Ethics needed some modifications before employees would sign and acknowledge that they received it and added that employees should have to sign it every so often, as a reminder.

CITY MANAGER'S REPORT

City Manager Taylor reported current projects taking place as follows:

1. Legislative-Capital Improvement Request (CLV received 3.5 million dollars)
2. Bonding Capacity
3. Upcoming Welcome Back City Event-(Collaborative effort between Highlands University and the City of Las Vegas)
4. 8th Street Extension (CLV & SM County: Jurisdiction, drainage and potholes issues being addressed)
5. City Ordinance Signage Placement (Trucks not allowed in residential areas)

6. Public Works Projects taking place: street sweeper, street lights repair, 311 Responsiveness, Placement of missing street signs.
7. Follow-Up on Business Owners issues: Filming in the City of Las Vegas

Discussion and questions took place regarding Capital Improvements Funding and Mountain View and Legion Drive Truck weight limit signage.

Mayor Trujillo stated he would be planning a Special meeting to discuss future economic development projects that would take place with the Federal funding the City would be receiving in the amount of 3.05 million dollars.

PRESENTATIONS

Ed Toms and Amanda Lopez with engineering firm AECOM gave a detailed presentation on Peterson Dam Replacement Project.

Discussion and questions took place regarding permitting requirements, alternative plan selected, construction cost, timeframe/phases of project, operation of Bradner Dam during construction and acquiring additional dam funding.

Utilities Director Gilvarry advised that the planning & design funding was in the departments' budget for the next four years and if they could expedite the project with additional funding they would expedite the schedule. She clarified that AECOM had been doing business with the City of Las Vegas for about ten years with planning, design and construction of the reservoirs.

FINANCE REPORT

Finance Director Jesus Baquera presented the Finance Report for the month ending February 28, 2021(67% of the year lapsed), reporting the General Fund revenue at 81% and expenditures at 56%, the Enterprise Funds revenue at 65% expenditures at 53% and advised that Recreation Center revenue came in at 59% and expenditures at 53%. Mr. Baquera reported the Lodgers Tax revenue at 195% and expenditures at 27%.

Mr. Baquera reported that because extra monies would be coming in, he would ask council to consider a budget adjustment resolution which would include the

extra monies and looking at the General Fund, advised ½ million dollars would be added to that fund.

Mayor Trujillo asked Mr. Baquera if there was anything of concern in the budget that should be brought to the attention of the Council.

Mr. Baquera advised that there were no concerns regarding the budget.

BUSINESS ITEMS

1. Request approval of Resolution No. 21-08 authorizing the replacement of Peterson Dam.

Utilities Director Maria Gilvarry advised this project would be paid for out of line item 646-0000-650-8736 with City funding and requested capital outlay funding.

Councilor Romero made a motion to approve Resolution No. 21-08 authorizing the replacement of Peterson Dam. Councilor Montoya seconded the motion.

Resolution 21-08 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 21-08

A RESOLUTION AUTHORIZING THE REPLACEMENT OF PETERSON DAM

WHEREAS, Peterson Dam is a 50 foot high concrete arch dam originally constructed in 1911 (the "Dam"), which creates the City-owned Peterson reservoir (the "Reservoir"); and

WHEREAS, the Reservoir is the City's primary storage facility of municipal water; and

WHEREAS, the Office of the State Engineer, Dam Safety Bureau has assessed the Dam's condition as "fair"; and

WHEREAS, the Reservoir is currently leaking 150 acre feet of water annually from the downstream face, equivalent to one month of City water consumption; and

WHEREAS, overfilling the Reservoir will erode the abutment rock, which will cause instability; and

WHEREAS, a proper spillway must be constructed in order for the Reservoir to function properly; and

WHEREAS, engineering firm AECOM has been tasked with the Peterson Dam Replacement Project; and

WHEREAS, AECOM has completed and submitted the geologic and geotechnical baseline report to the Office of the State Engineer (OSE); and

WHEREAS, AECOM has provided several alternatives to complete the replacement of Peterson Dam.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body approves the replacement of the Peterson Dam.

PASSED, APPROVED AND ADOPTED this _____ day of March, 2021.

_____

Louie A. Trujillo, Mayor

ATTEST:

_____

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____

Scott Aaron, City Attorney

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

2. Request approval of one of the four Website redesign options.

Community Development Director Bill Hendrickson advised the Community Development staff was recommending Option 1 because of its professional appearance and it's user friendly. This item was tabled from the previous council

meeting. Multimedia Production Coordinator, Virginia Marrujo presented Option 1 design to the Governing Body.

Councilor Montoya stated he had the opportunity to view the proposed website and made the recommendation of adding photos of the City Manager, City Attorney and all Directors to include names and addresses and made a motion to approve Website redesign option 1 with those recommendations stated.

Councilor Romero agreed with Councilor Montoya and seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

Mayor Trujillo recognized and thanked Ms. Marrujo and Bill Hendrickson for the work done on the City's website.

3. Request approval of contract between Mr. Gene Parson and the City of Las Vegas for the purchase of Lot 12-C in the Dee Bibb Industrial Park.

Community Development Director Bill Hendrickson advised the sale price of the property was $25,000.00 plus the cost of the appraisal and added that Mr. Parson plans to build a storage facility for his landscaping business equipment.

Discussion and questions took place regarding opportunities given to buy the property, cul de sac project funding and property drainage matters.

Mayor Trujillo made the recommendation to discuss the property drainage issues at another time.

Mr. Gene Parson advised he had no questions and thanked the City of Las Vegas for the opportunity to purchase said property.

Councilor Romero advised that it was important for the City to follow through with their responsibilities of adding the cul de sacs and drainage repairs at Dee Bibb Park and made a motion to approve the contract between Mr. Gene Parson and the City of Las Vegas for the purchase of Lot 12-C in the Dee Bibb Industrial Park. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected in the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

4. Request to publish Ordinance No. 21-04 Amending the Code of the City of Las Vegas Section 200-40 and Section 301-11, entitled "Alternative method of abatement".

Community Development Director Bill Hendrickson advised this ordinance was enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers. He stated it would provide more clarification of the abatement process when dealing with the Courts.

Councilor Romero made a motion to approve to publish Ordinance No. 21-04 Amending the Code of the City of Las Vegas Sections 200-40 and Section 301-11, entitled "Alternative method of abatement". Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

5. Request approval to allow Community Development to issue Permits which allow businesses to extend seating capacity by setting up tents and tables onto their adjacent roadway.

Community Development Director Hendrickson advised the permits would be valid until the end of the year. The end of year permit deadline may be extended by majority vote of the Council.

Councilor Ulibarri, Jr. made a motion to approve Community Development to issue Permits which allow businesses to extend seating capacity by setting up tents and tables onto their adjacent roadway.

Lengthy discussion and questions took place regarding permitting and the requirements of business owners pertaining to liabilities.

Councilor Montoya called Point of Order, stating there should be a second motion entertained before having discussion.

Councilor Romero seconded the motion to allow Community Development to issue permits with the conditions that our Attorney, Scott Aaron drafts language that will ensure that these businesses are covered, that the City is relieved of liability on the use of these sidewalks.

Councilor Montoya called Point of Order, stating that Mayor Trujillo should ask the maker of the motion if he would like to amend his motion.

Mayor Trujillo asked Councilor Ulibarri, Jr. if he would like to amend his motion.

Councilor Ulibarri, Jr. stated "Yes".

Councilor Romero seconded the motion, with those conditions.

Councilor Montoya stated that he felt this was unsafe, it was a big liability and it was not fair to businesses who could not benefit from this due to the location of their business or it being an unsafe practice. He advised this was in the ordinance and they should revisit the ordinance, advertise it, publicize it and bring it back for Council's consideration.

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	No
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

6. Request approval of Resolution No. 21-09 setting the duration of the Charter Review Commission and other terms and duties as the Governing Body deems advisable.

City Attorney Scott Aaron advised that as per the City of Las Vegas Municipal Charter, Section 1.05A, Charter Review. The Governing Body shall set the duration of the commission and such other terms and duties as the Governing Body deems advisable, not inconsistent with the provisions herein. The Charter Commission Chair and Vice Chair will provide a status report.

Lengthy discussion and questions took place regarding the processes and timelines that the Charter Commission would follow in amending the City's Charter that would include direction and recommendations from Council.

Councilor Romero made a motion to approve Resolution No.21-09 setting the duration of the Charter Review Commision and other terms and duties as the Governing body deems advisable with a change of date to the resolution to reflect September 1, 2021 instead of June 1, 2021 . Councilor Montoya seconded the motion.

Resolution 21-09 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 21-09

A RESOLUTION SETTING DURATION OF THE CHARTER REVIEW COMMISSION

WHEREAS, the Governing Body is tasked with setting the duration of the charter review commission and other terms and duties as the Governing Body deems advisable; and

WHEREAS, the charter review commission members have already been appointed and begun meeting; and

WHEREAS, the Governing Body deems this resolution advisable regarding the other terms and duties of the charter review commission.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby sets the duration of the charter review commission, and the term of each commission member, to expire on September 1, 2021. The City Council further instructs the charter review commission to elect a representative from its members to appear before the Governing Body on a monthly basis and report on the progress of the commission, with the purpose of the commission finishing its duties by or before September 1, 2021.

PASSED, APPROVED AND ADOPTED this _____ day of March, 2021.

_____

Louie A. Trujillo, Mayor

ATTEST:

_____

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____

Scott Aaron, City Attorney

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

7. Discussion and Selection of a project to be considered for the 2021 Community Development Block Grant (CDBG) application program.

Public Works Manager Daniel Gurule advised there were 4 virtual public meetings held to advise citizens of estimated CDBG funds available, type of project available and to bring recommendations from citizens regarding CDBG and housing needs.

Lengthy discussion and questions took place in regards to needed drainage repairs in the El Creston area and other needed projects in the City such as 8th Street

Extension that would benefit from the CDBG funding. Also discussed was the Hot Springs Blvd. project and previous CDBG grant application process.

Councilor Romero stated that he had supported City wide projects in the past, that he was in support of addressing the drainage issues in his district (El Creston) and asked for the Council's support.

Councilor Romero made a motion to recommend the El Creston project for the CDBG Block Grant funding application.

Councilor Montoya seconded the motion and asked Utilities Director Gilvarry, if this project was approved and what other resources or backup did they have for the Hot Springs Blvd. project?

Utilities Director Gilvarry advised they were reaching out to all options, such as Federal, State and Capital Outlay Funding.

Councilor Romero asked Public Works Manager Gurule, for the record, "we had not applied for this funding until last year, and it has been 5 or 6 years, am I correct?".

Public Works Manager Gurule stated that was correct and the last one was for the addition to the Senior Center.

Further discussion took place in regards to other projects that needed funding due to the City's investment in them, such as the Hot Springs Blvd. project.

Councilor Romero stated that they were all there to fight for their respective areas and asked that if he amended his motion, would he have the assurance that this area would be addressed in our next funding applications.

Councilor Montoya stated that he had his assurance.

Councilor Romero stated to Mayor Trujillo that he was removing his motion for CDBG funding.

Councilor Montoya stated that he removed his second motion and explained that he felt they should get the best deal for their money due to the City being invested in other needed street projects.

Councilor Romero made a motion to select Hot Springs Blvd. to be considered for the 2021 Community Development Block Grant (CDBG) application program. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	David Romero	Yes
Michael Montoya	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

Councilor Montoya acknowledged Councilor Romero for a good decision made, spending the Citys' money wisely and also stated that he would keep his word to support the El Creston project.

EXECUTIVE SESSION

Councilor Romero asked City Attorney Scott Aaron if he had the Executive Session Exemptions regarding bargaining contracts.

City Attorney Aaron advised there was an exemption for the session of bargaining strategy, preliminary to collective bargaining negotiations.

Councilor Romero made a motion to enter into Executive Session for discussion as permitted by Section 10-15-1 (H)(7), more specific to Water Litigation between the City of Las Vegas and the Acequias and the other matter will be for 10-15-1 (H)(5), update on the Police bargaining contract and the next item would be for personnel matters, as permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, more specific to a Community Development Department employee, in concerns of violation of City of Las Vegas Policies.

Councilor Montoya seconded the motion.

Mayor Trujillo asked City Attorney Aaron if the explanation for going into Executive Session was sufficient.

City Attorney Aaron clarified and read Section 10-15-1 (H)(2) in detail.

Council Romero advised that he was amending his motion to remove discussion of personnel matters, Section 10-15-1 (H)(2) and that he would address this matter at a later date.

Councilor Montoya agreed to the amendment.

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to leave Executive Session and enter into Regular Session and stated that only those matters specified in the motion were discussed and no decisions were made. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes	Elaine Rodriquez	Absent

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:25 p.m.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 3/30/21 **Department:** Executive

Item/Topic: Request approval of Resolution No. 21-11 A resolution to support the congressional request for community infrastructure funding.

The Governing Body supports a request to Congresswoman Teresa Leger-Fernandez for congressional funds for community infrastructure for Legion Drive.

Fiscal Impact: N/A

Attachments: Resolution No. 21-11

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:
Mayor Louie Trujillo

William Taylor
City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-11

A RESOLUTION TO SUPPORT THE CONGRESSIONAL REQUEST FOR COMMUNITY INFRASTRUCTURE FUNDING.

WHEREAS, the City of Las Vegas ("City") desires to improve the community; and

WHEREAS, a request is being made to Congresswoman Teresa Leger-Fernandez for the purpose of obtaining funding for an infrastructure project for Legion Drive; and

WHEREAS, the City's visitors and residents will benefit from any congressional monies received by the City that are used for community infrastructure improvements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body supports any actions to obtain funding for a community infrastructure for Legion Drive.

PASSED, APPROVED AND ADOPTED this _____ day of April, 2021.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 3/30/21 **Department:** Executive

Item/Topic: Request approval of Resolution No. 21-12 A resolution to support the congressional request for community project funding.

The Governing Body supports a request to Congresswoman Teresa Leger-Fernandez for congressional funds for a community project in the Gallinas Riverwalk.

Fiscal Impact: N/A

Attachments: Resolution No. 21-12

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:
Mayor Louie Trujillo

William Taylor
City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-12

A RESOLUTION TO SUPPORT THE CONGRESSIONAL REQUEST FOR COMMUNITY PROJECT FUNDING.

WHEREAS, the City of Las Vegas ("City") desires to improve, preserve and develop the community for the benefit of the City's residents and visitors; and

WHEREAS, a request is being made to Congresswoman Teresa Leger-Fernandez for the purpose of obtaining funding for a community project in the Gallinas Riverwalk; and

WHEREAS, the City's visitors and residents will benefit from any congressional monies received that are used for the improvement, preservation and development of the community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body supports a request to Congresswoman Teresa Leger-Fernandez for congressional funds for a community project in the Gallinas Riverwalk.

PASSED, APPROVED AND ADOPTED this _____ day of April, 2021.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 03/31/2021 **Department:** Fire Department

Item/Topic: The City of Las Vegas in conjunction with San Miguel County has advertised an RFP for Ambulance Services throughout the entire county. All proposals have been reviewed and evaluated with the recommendation to move forward with American Medical Response Ambulance (AMR). This is a collaborated effort between the City and County to formulate one emergency response system that will benefit all residents and entities involved.

Fiscal Impact: The impact to the Fiscal Year 2020-21 budget is $ 210,000.00

Attachments: Draft Contract and RFP

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CONTRACT FOR EMERGENCY AMBULANCE SERVICES

This Contract made and entered into this _____day of _____, 2021, by and between City of Las Vegas New Mexico and the County of San Miguel, hereinafter referred to as ("The Agencies") with American Medical Response Ambulance Service, Inc. ("**AMR**"), hereinafter referred to as "Provider." The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the Agencies obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the Agencies, including information about whether the clients have insurance (Medicaid, Medicare, health, auto etc.) and their residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the Agency. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall

survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary.

5. MONITORING

The Provider shall allow the Agencies staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the Agencies (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the Agencies, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for one year and then renewed on a yearly basis after a performance evaluation for a total of four (4) years, renewable yearly in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract. This condition is due in part to the request of AMR to reduce performance conditions for one year while they adjusted to the new location.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in Pecos, Villanueva, Tecolote, Trementina, Sapello, and all regions with San Miguel County.

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the San Miguel County in a County owned building. One of the three ambulances stationed in Las Vegas will be contracted for twelve (12) hours and all the remaining units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities.
The Provider agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/inter-facility transports. A procedure for non-emergency, non-911 responses shall be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task without impacting emergency response coverage. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

ARTICLE 5. COST AND PAYMENT:

The total amount of the Contract for the period of performance specified above shall not exceed the amount specified below and be funded annually by the Agencies for the term covered by this Contract. San Miguel County will be the responsible fiscal agent for this contract and all City payments will be made to the County as listed below. Payment to the Provider shall be made in the course of the Contract period of performance in:

Total Contract Amount:

Twelve (12) equal monthly installments of **$50,000.00** per month annually

Contract amount: **$600,000.00** per calendar year

City of Las Vegas monthly subsidy paid to the County: $17,500.00

City of Las Vegas annual subsidy paid to the County: $210,000.00 annually

San Miguel County monthly Subsidy $32,500.00

San Miguel County Annual Subsidy $390,000.00

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE AGENCIES:

San Miguel County Manager
500 W. National Suite 200
Las Vegas, NM, 87701

City of Las Vegas City Manager
1700 N. Grand Ave
Las Vegas, NM, 87701

FOR THE PROVIDER

AMR Regional Director
3201 University Blvd SE, Suite 105
Albuquerque, NM 87106

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City and the County.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 4 1-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

DRAFT

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contact. If, for any reason, any material change occurs in the insurance coverage during the course of the Contract, such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of the Agencies.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Provider will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more

units are committed to the same standby at any time. Penalties will not be assessed when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
    a. greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
    b. greater than four simultaneous or overlapping emergency / urgent responses within the City /County and mutual aide areas; or
    c. Two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
12. Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by the City & County Managers or their designees within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The Agencies shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls.

b. Provider's response time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Provider shall be assessed a penalty if response time compliance falls below 90%.

PENALTY ASSESSMENT:

Response penalties will be relaxed during the first year of operation. This will allow the provider to become familiar with the area and strategically plan the most effective response plan for the area. With that being said, any response in excess of ten minutes within the city limits and thirty minutes in county will be subject to penalties.

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the Agencies Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

A. Penalties: Individual response penalties of????? per response may be assessed for each individual response time, which exceeds the individual maximum response time. Any penalty assessed may be appealed in accordance with attachment "C"

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the local Agencies in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2021/2022, based on this Contract can be extended for one (1) year periods upon approval of the Agencies. The Provider may refuse to agree to extend this contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the Agencies six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial inability. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both of the Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

The Provider agrees not to purport to bind the Agencies to any obligation not assumed herein by the Agencies unless the Provider has express written authority from, the City & County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the Agencies and appropriate action acceptable to the Agencies shall be taken. The Provider's failure to inform the Agencies of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the Agencies.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the Agencies for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agencies. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the Agencies and shall not bind either agency in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-l-1 through 13-1-199, NMSA 1978, as well as the Agencies Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Agencies from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the Agencies shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Venue for any type of Ambulance/Entity litigation is the Fourth Judicial District Court in San Miguel County. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The Agencies' obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the Agencies do not

appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The Agencies determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

The Contract is based on the personal skills and reliability of the Provider. The Provider shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the Agencies. Notices of any intent to subcontract must be delivered to the Agencies name/address noted in Article 5, and written approval by the Agencies shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the Agencies until approved and signed by the City & County Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section *504* of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially *45* CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to both Agencies, its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32.

This Contract award is made as a result of a Request for Proposals issued by the Agencies pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.,* NMSA 1978, as well as the Agencies Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 33.

This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas and the San Miguel County Commission on _____, 2021 which public entities authorized their City & County Manager to execute the Contract.

Effective Date: _____

CITY OF LAS VEGAS

_____
Dr. William Taylor, City Manager

_____
Casandra Fresquez, City Clerk

_____
Scott Aaron, City Attorney

San Miguel County

_____
Melinda Gonzales, Interim County Manager

_____
Geraldine E. Gutierrez, County Clerk

_____
Dave Romero Jr., County Attorney

American Medical Response

_____
Edward Van Horne, Chief Executive Officer

DRAFT

ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES
SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance services provide advanced life support (ALS) services (paramedic level) emergency medical services and non-emergency transport to the residents of contracted entities.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2021-04, the Provider's proposal to RFP #2021-04 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two EMT basic or higher certification licensed by the state of New Mexico.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Be exclusively entitled to bill the users of the ambulance service for all services in addition to the subsidy from the Agencies, the Provider agrees to pursue collection of its accounts receivable attributable to the ambulance services to the same extent as its general accounts receivable from other revenue sources. The Ambulance shall submit a financial report regarding its collection activities and its success.

1.11. Under normal circumstances, persons needing transport shall be taken to the closest emergency department or designated specialty care unit located within a hospital that is most appropriately equipped and staffed to treat the patient's specific medical condition or injury. Provider will consider patient requests to be transported to other medical facilities for emergency or non-emergency treatment, if the request and the circumstances are such that the patient's choice is medically reasonable. Non-emergency transportation by ambulance is also dependent upon the availability of appropriate personnel, vehicles, and medical necessity.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATOINS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate

the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

6. SPANISH LANGUAGE PROGRAM:

Provider shall require substantial Spanish Classes to assist responders in acquiring fluency with Spanish terminology related to emergency response.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

8. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

_Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than $1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury and property damage, with a limit of not less than $1,000,000 for each occurrence and $3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than $1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than $100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such: coverage shall extend for three (3) years past the completion of the services rendered by the Company to Customer and the Company shall, upon request, provide Customer a Certificate of Insurance evidencing such extended coverage.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

DRAFT

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as "The Agencies" or "Business Associate" and AMR, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title *45* Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a" Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas and the County of San Miguel.

1.2. "Covered Entity" shall mean the Provider, "AMR."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in *45* CFR *164.501* and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR *164.501,* limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by *45* CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with *45* CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with *45* CFR *164.520,* to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with *45* CFR *164.52, t*o the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide

to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section *5.3* in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

DRAFT

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.

2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.
Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within

14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall he delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/(pm), Sept 16, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Ambulance services throughout the City of Las Vegas and San Miguel County excluding the Village of Pecos, NM.

Proposal Forms and Specifications may be obtained from the City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701.

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **Ambulance Services** Opening No. 2021-04 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas and San Miguel County reserve the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

William Taylor, City Manager

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Officer

Attest:

Casandra Fresquez, City Clerk

As to legal sufficiency only:

Scott Aaron, City Attorney

Opening No. 2021-04

Date Issued: Aug 14, 2020

Published: LAS VEGAS OPTIC Aug 19 ,2020

ALBUQUERQUE JOURNAL Aug 21 ,2020

www.lasvegasnm.gov Aug 19 ,2020

Santa Fe New Mexican Aug 21 , 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **Ambulance Services throughout the City of Las Vegas and San Miguel County, excluding the Village of Pecos.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____)

COUNTY OF _____)

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 16, 2020; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition NMSA 30-41-1 through 30-41-3state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of

opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to NMSA 13-1-21 and 13-1-22, any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under NMSA 7-10-5 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City's Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother- in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

REQUEST FOR PROPOSALS
FOR AMBULANCE SERVICES THROUGHOUT THE CITY OF LAS VEGAS ("City") AND COUNTY OF SAN MIGUEL ("County") AS DEFINED IN THE SCOPE OF WORK

INTRODUCTION:

The City and County are seeking proposals from qualified sources to provide a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the City and County's option, upon annual review of the provider's performance results. The terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City of Las Vegas and San Miguel County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements between the City of Las Vegas and San Miguel County or other agencies of the State and Local governments and with any laws or grant agreements under which such entities may obtain funding to support a medical transport system.

HISTORY AND BACKGROUND:

The City and the County are located in Northern New Mexico at the foothills of the Sangre de Cristo Mountains. The City is bordered to the East and North by the flatland plains, and bordered to the West and South by wooded mountain ranges. Population may classify Las Vegas as a Suburban community, but Las Vegas is not a city that has a lot of industries or expected growth. The closest Urban City is 65 miles South along Interstate 25, which is the City of Santa Fe. San Miguel County covers an area of 4,736 square miles.

The City provides Emergency Services through police and fire departments as well as the Office of Emergency Management. The County also provides emergency services through the Sheriff's Office, New Mexico State Police and twelve Volunteer Fire Districts.

The New Mexico Public Regulatory Commission regulates ambulance and other medical transport services throughout New Mexico. The current tariff approved for use by services in New Mexico is referred to as the state tariff. If offeror is proposing the use of another approved tariff, offeror must supply tariff with proposal.

The City Police Department is the primary PSAP (Public Safety Answering Point) for 911 calls in the City and coordinates emergency services throughout the City. New Mexico State Dispatch (NorCom) is the EMD PSAP for all 911 calls outside of the City. The provider of Emergency Medical Services shall utilize these public safety answering points. In the proposal the provider will need to include the method to be used for non-emergency traffic. Non-emergency transport dispatch will be the sole responsibility of the provider. Facility to facility or Non-emergency transport shall not negatively impact the emergency medical response system.

A. SCOPE OF WORK

The City and the County are seeking proposals from qualified sources to provide (911 Emergency Medical Response) a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the sole option, and in the sole discretion of, the City and the County's option. Upon annual review of the provider's performance results, the terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City and the County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements involving the City and/or the County. This shall include any other agencies of the State and Local governments that may have grant agreements to obtain funding in order to support the medical transport system.

Proposals shall include but not necessarily be limited to presenting the following information:

1. A mission statement and strategic plan to address initiation and provision of services along with a review and improvement of services throughout the contract period(s).
2. A detailed description of a comprehensive EMS system status management plan which will include emergency response times within designated service zones.
3. Provider must develop and provide a communication and dispatch system that is compatible with existing emergency 911 System and that will eliminate existing communication deficiencies.
4. The provider must maintain two (2) methods of communication (primary and secondary) with dispatch and an alternate method of alerting EMS units such as pagers or cell phones. A home-based radio should be maintained to enhance communications and non-emergency traffic licensed to the provider.
5. Provider radios must be capable of communications with all fire units within the City and the County. All radio equipment is the responsibility of the provider, and must be capable of digital and analog transmission.

6. Provider must provide a plan for Emergency Medical Transport.
7. A plan for non-emergency medical transport, including details relating to non-emergency transport dispatch, the number of proposed vehicles to be scheduled for non-emergency transport, and the coordination of emergency and non-emergency services. The plan for prescheduled inter facility transport must demonstrate how the emergency medical transport system will be protected from being negatively impacted by prescheduled inter facility transports.
8. A plan for dealing with multiple casualty incidents and describing the medical transport system provider's role and responsibility in relation to other first responder agencies. Provider must be able to handle two separate incidents at one time with no degradation in services.
9. A proposed plan of operations, including the number of ambulances and other vehicles to be used. Staffing levels for these vehicles to include the number of personnel and certification levels for each unit. The method proposed for providing medical supervision of field personnel and on-line medical direction with the closest facility as well as the provider's off-line Medical Director. The method proposed for coordinating services with other first responder agencies. The plan should detail how emergency and prescheduled inter facility transport services will be segregated and coordinated. The plan should also include information in regards to the willingness and ability to incorporate clinical students into its operations and how they can assist local providers, such as volunteer or career fire departments with continuing education. The provider must also assist local government in acquiring grants or assistance that improves the Emergency Medical services within the county.
10. At a minimum, staffing should include the following:
    - ☐ A Medical Director (preferably local) with a strong background in emergency medical transport. If the Medical Director is not local, the proposal should include sufficient information and detail to demonstrate that adequate management can be achieved under the proposal without a local Medical Direction.
    - ☐ All ambulances transporting emergency patients shall be staffed with at least a licensed EMT-paramedic and a licensed EMT-basic.
    - ☐ Vehicles identified as available only for non-emergency call response may be staffed by two (2) basic EMT's.
11. A plan for ensuring compliance with all Injury Prevention/EMS Bureau and /or Public Regulatory Commission requirements, as well as compliance with all other applicable State and Federal laws and regulations, and City ordinances and policies. The offeror shall be authorized and or licensed with the New Mexico Public Regulation Commission, certificate of public conveyance or shall acquire a license prior to engaging to the commencement of the contract.

Non-performance: should the offeror not possess the certificate of public conveyance and necessity, the City and the County would then draw down on the performance bond accordingly.

12. An employment policy statement detailing each classification of personnel, the minimum qualification requirements, pre-employment screening, and evaluation criteria used in hiring; describing orientation procedures and continuing education and training programs; and outlining retention, promotion, discipline, and termination policies.

13. Drug testing policy-illustrating compliance with drug and alcohol free work place environment.
14. An employment policy statement detailing minimum wages or salaries and benefit packages for all personnel categories.
15. A policy regarding intake, investigation, and resolution of complaints for customers, shall be provided to the City and the County for review. When internal procedures do not resolve the complaint with a specific resolution the City Manager/County Manager have the authority to mediate a final resolution.

16. A policy indicating the chain of command of the company that will also define the requirement of a shift supervisor to be in charge of each shift and shall be onsite. This policy should be specific to the titles of all supervisors and indicate the proper procedure to address any and all concerns.

17. A policy outlining the specific maintenance schedule of each emergency response unit. Each unit shall be properly maintained on a regular basis and will function as such. The City Manager/County Manager shall appoint an inspector who shall inspect all ambulance vehicles yearly and at his discretion thereafter, to determine the condition of said vehicle with regard to safety, warning systems, equipment, supplies, basic sanitation, sterility of equipment, and other related requirements as adopted by the City and County. Should the unit not comply with the all standards and requirements set forth by the ambulance standards rule 252 of the New Mexico State Corporation commission; the unit will then be taken out of service and replaced immediately with another unit that complies with standards.

18. The following minimum information regarding past and current company operations should be submitted:

    A. Complete disclosure of all companies and/or subsidiaries, including but not limited to financial statements for the company submitting a proposal for the requested services.
    B. A description of company's background, and number of employees in functional areas, including any experience or contacts within New Mexico.
    C. Brief descriptions of the background of key personnel proposed for the project, including initial and long-term support for the provision of local services.
    D. A description or samples of documents or forms available to users and technical staff for operation of the proposed system.
    E. Evidence that insurance and bond requirements specified in the form contract can be met through reputable providers.
    F. Community service events.
    G. A copy of the certificate of necessity and public convenience showing coverage of the required area of the City of Las Vegas, San Miguel County, and State of New Mexico or State wide authority.
    H. Equipment listing including make, model and year of units to be committed to the City of Las Vegas. At a minimum, two (2) Ambulance units must have 4-Wheel Drive capabilities.
    I. The provider must provide six (6) dedicated ambulances to the City and the County at all times. Three (3) units will cover all emergency medical calls within the city limits and an

additional three (3) units shall provide coverage for all county emergency medical calls.

PERFORMANCE STANDARDS: The Contractor will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City or the County Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
   A. greater than two simultaneous or overlapping emergency / urgent responses within the City; or

   B. greater than four simultaneous or overlapping emergency / urgent responses within the City and the County mutual aide areas; or

   C. two responses dispatched within ten (10) minutes of one another

8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City and the County Management Team on a case by case basis and accepted or rejected by the City Manager, County Manager following a recommendation from the City Management Team.
13. Provide last three (3) years contracts for service in San Miguel, Santa Fe and any and all neighboring counties

PENALTY ASSESSMENT: Penalties will be assessed based upon the following, with any penalties being withheld from Contractor's pending invoices by the City and/or County.

A. Response Time: The maximum emergency response time of 7 minutes maximum has been established for any location within the City Limits. The maximum emergency response time of 14 minute has been established for all rural areas within the County's limits, and may be further defined in the contract with the Contractor.

B. Reporting and Calculating Response Compliance: Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas/ San Miguel County, Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

C. PENALTIES:

- Individual response time penalties of $250.00 per response shall be assessed for each individual response time, which exceeds the individual maximum response time. Penalties shall be paid or offset cost to the appropriate agency (City or County).

- No ambulance available for emergency response, penalty shall equal what would have been billed as the minimum for that call as determined in the sole discretion of the City and/or County.

COMPLIANCE STANDARDS: The Contractor must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, the County and the City in the performance of its duties under the Contract, including the standards of the National Integrated Incident Management System. The City eand/or the County may require the Contractor's personnel to participate in training activities related to the performance of the Contractor's obligations under the contract, including but not limited to training addressing compliance as required under this Article. The Contractor shall not

enter into any Mutual Assistance Agreement without the written approval of the Agreement by the City's Governing Body.

RECORD KEEPING AND REPORTING REQUIREMENTS: The Contractor shall compile, maintain, and make available for inspection and audit upon request by the City, the County or any agency of the State of New Mexico. All records relevant to the services are to be provided under the contract for a period of an additional six (6) years. **Reporting to the City's Governing Body, shall occur on a quarterly basis for the duration of the contract period.**

HOLD HARMLESS AGREEMENT: The Contractor shall defend, indemnify and hold harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 41-4-1 through 41-4-29, as amended, against and from any and all claims, losses, fines, demands, judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from death, bodily or personal injury, damage to property or any other nature arising from or out of, connected with, resulting from or related to the contract and any amendment thereto. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the contract, for negligence, acts errors or omissions to act occurring during the terms of the contract.

SOVEREIGN IMMUNITY: By entering into the contract, the City and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in the contract modifies or waives any provision of the New Mexico Tort Claims Act.

PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City or the County shall be held personally liable under the contract or any extension or renewal thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duty and responsibility.

INSURANCE: The Contractor shall at all times during the term of the contract have and keep in force the following types of insurance in the following amounts, to include indemnification of the City as required by the contract. Each policy shall provide for coverage to extend to all claims arising out of alleged actions or omissions during the coverage period, regardless of whether the coverage has expired prior to the claim being submitted. Each policy shall also include a provision for the insurer to provide notice to the City and the County at least thirty (30) days in advance of any termination of the policy. The limits specified below shall in no way limit the Contractor's liability to the City and the County including its indemnification obligations, arising from the contract.

A. **General Liability Insurance** – for bodily injury (including death) and property damage, which provides limits of not less than One Million Dollars ($1,000,000.00) per injury, and not less than Two Million Dollars ($2,000,000.00) per occurrence.

B. **Medical Malpractice (Errors and Omissions) Insurance** - which provides limits or not less than One Million Dollars ($1,000,000.00) per injury, and not less than Two Million Dollars ($2,000,000.00) per occurrence.

C. **Workers' Compensation Insurance** – which meets the limits, set by the New Mexico Legislature.

Failure to provide proof of adequate insurance upon request shall constitute a material breach of the contract by the Contractor and may be cause for immediate termination of the contract by the City and the County. The Contractor shall furnish the City and the County with a copy of the complaint served upon the Contractor in any lawsuit, which includes allegations arising from, or relating to the contract and/or services provided thereunder.

PERFORMANCE BOND: The Contractor shall be required to post a performance security bond in the amount of [to be determined based upon approximately six (6) months of operating costs based upon the proposal], issued by a reputable company approved by the City and consistent with State Law. The Contractor must provide a continuation certificate at least ninety (90) days prior to the expiration of any performance security bond previously submitted in compliance with this Article. The performance security bond shall be called by the City and/or the County and the full amount of the proceeds of the bond shall be payable to the City and/or the County, in the event of a material breach of the contract by the Contractor. The City shall have the right to take possession of the facilities, vehicles, personnel contracts, and other assets of the provider which are located and assigned to its operations in the City and the County under the contract, and to credit the fair market value of such seized assets against the bond proceeds claimed by the City and/or the County. Any dispute regarding the fair market value of such assets shall be resolved through arbitration.

THIRD PARTY BENEFICIARY: It is agreed between the parties that it is not intended by any of the provisions of any part of the contract to create on the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit based upon the contract.

WAIVER: Any waiver by either party of any breach of any covenant, term, condition or agreement in the contract shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party form declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in the contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

TERMINATION: Either party may terminate the contract upon a material breach committed by the other and failure to correct the same within thirty (30) days of written notice.

ASSIGNMENT: The Contractor shall not assign the contract, or use the services of any subcontractor regarding the services required by the contract, without the prior written consent of the City and the County.

MERGER OF PRIOR AGREEMENTS: The contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the contract. All such conditions, understandings and agreements are merged into the contract. No prior condition, agreement or understanding, verbal or otherwise shall be valid or enforceable unless expressly contained in the contract.

AMENDMENTS: Any amendments to the contract shall be made only in a writing signed by all named parties.

ARBITRATION: In the event that a dispute arises with respect to any of the provisions contained in the contract or any other matter affecting this contractual relationship between the City and the County, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

BINDING EFFECT OF AGREEEMENT: All named parties agree that the terms of the contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors of the contracting parties.

RELEASE: The Contractor, upon final payment of the amount due under the contract for work completed and approved by the City and the County, releases the City and the County, and their officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Contractor agrees not to purport to bind the City or the County to any obligation not expressly assumed herein by the City or the County, unless the Contractor has express written authority from the City and/or the County to do so, and then only strictly within the limits of the expressed written authority.

CRIMINAL PENALTIES: The Procurement Code, NSMA 13-1-25, imposed civil and criminal penalties for its violation. In addition, New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.

NON-DISCRIMINATION: The Contractor shall prevent unlawful discrimination practices on account of race, color, national origin, sex, age, handicap, or religion in all its activities performed under the contract.

CONFLICT OF INTEREST: The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of the contract, which would have the potential to conflict with the performance of the services required under the contract. In the event such a conflict arises, it shall

be brought to the attention of the City of Las Vegas/ San Miguel County and appropriate action acceptable to the City/ San Miguel County shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict interest constitutes default and shall be grounds for termination of the contract by the City. Provide copies of all service complaints for the last three (3) years.

BRIBERY AND KICKBACK: The procurement code of New Mexico, NMSA 13-1-28 through 13-1-199, mandates that all contracts and solicitations to bid, must contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks. The act of bribery of a public official or a public employee, NMSA 30-24-1, is a third degree felony. The act of demanding or receiving a bribe by a public officer or a public employee, NMSA 30-24-2, is a third degree felony. The act of soliciting or receiving illegal kickbacks, NMSA 30-41-1, is a fourth degree felony.

SUBCONTRACTING / MUTUAL AID AGREEMENTS: The Contractor shall not enter into mutual aid agreements with other EMS service providers or agencies. Any and all sub-contracting and or mutual aid agreements shall be arranged and approved by the City's Governing body, the San Miguel County Commissioners, and Alta Vista board.

SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining contract terms, or if the purpose of the contract can no longer be carried out by either party, the contract is voidable and no damages shall accrue to either party.

PARAGRAPH HEADING: Article heading are for convenience and reference and are not intended to limit the scope of any provision of the contract.

GOVERNING LAW: This Contract shall be construed pursuant to the laws of the State of New Mexico, and the parties agree that the proper venue shall be San Miguel County.

NON-APPROPRIATION: The City's obligation to make payment under the terms of the contract is contingent upon its appropriation of sufficient funds to make those payments. If the funds are not appropriated for the continuation of the contract by one of the entities may be amended or terminated, the contract will terminate upon written notice of that effect to the Contractor. The entities determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

In a separate envelope clearly marked with the name of the proposer, RFP No._____ enclosed the following items:

A. Any proposed In-Kind services to be provided by the City under the proposal, consistent with the proposed level of service as represented by the response time information.

B. A proposed annual budget for operations within The City and/or the County, showing salaries, overhead, insurance and bond costs, taxes, profits, and any and all other costs associated with providing the proposed medical transport system, and including estimated increases for the proposed contract period (up to 4 years) consistent with the requested level of service as represented by the response time information.

C. As a required alternate proposal (with multiple proposals being encouraged), a proposed system of payments and annual budget to improve the current level of service, to the City and the County.

In designing one or more alternate proposals to improve the current level of service, the provider should focus on improving patient outcomes, whether through increased transport availability in the system, increased ALS or BLS services, assisting fire districts with training or a combination of these or other strategies.

ADDITIONAL INFORMATION: Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

NOTE: Number of pages should not exceed a total of 15.

WITHDRAWAL OF PROPOSAL: A Proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an offeror, or that has quoted prices of materials to an offeror is not thereby disqualified from submitting a sub proposal or quoting prices to other offerors or making a prime proposal.

OPENING OF PROPOSAL: All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

COMPARISON OF PROPOSALS: The City shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100

by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 25%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform & maintain emergency services on a timely basis.....25%

3. Past record of Performance and Familiarity.....25%

4. Familiarity with City and the C.....25%

AWARD OF CONTRACT: The City and the County reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the contract, and whether it is to the interest of the owner to accept the offer.

BONDS: The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the City and the County. The Bonds must be executed on forms contained in the contract documents.

INSURANCE CERTIFICATE: The offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City and the County upon execution of the Contract.

CONTRACTUAL TERMS: The following contractual terms will be included in any contract entered into by the City and the County and the Contractor selected.

A. Funding: This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

B. Term: The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, the City may, without stating a cause, give notice of its intention to terminate the contract.

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 16-Sep-2020

TIME: 2:00 PM

OPENING NO.: **2021-04**

DEPARTMENT: ~~UTILITIES~~ Fire Dept

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **AMBULANCE SERVICES THROUGHOUT CITY OF LAS VEGAS AND SAN MIGUEL COUNTY EXCLUDING THE VILLAGE OF PECOS**

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Superior Ambulance Service				✓	✓
2	AMR				✓	✓
3						
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	M/aigaret Silva	City of Las Vegas - Inventory
2	[illegible]	City of LV FD
3	[illegible]	LVFD
4	[illegible]	CLV Purchasing
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK: [illegible]

DATE: 9-16-2020

OPENED BY: FINANCE DEPARTMENT M/aigaret Silva

DATE: 9-16-2020

COPIES TAKEN BY DEPT: LVFD [illegible]

DATE: 9-16-2020

PROPOSAL REQUIREMENTS

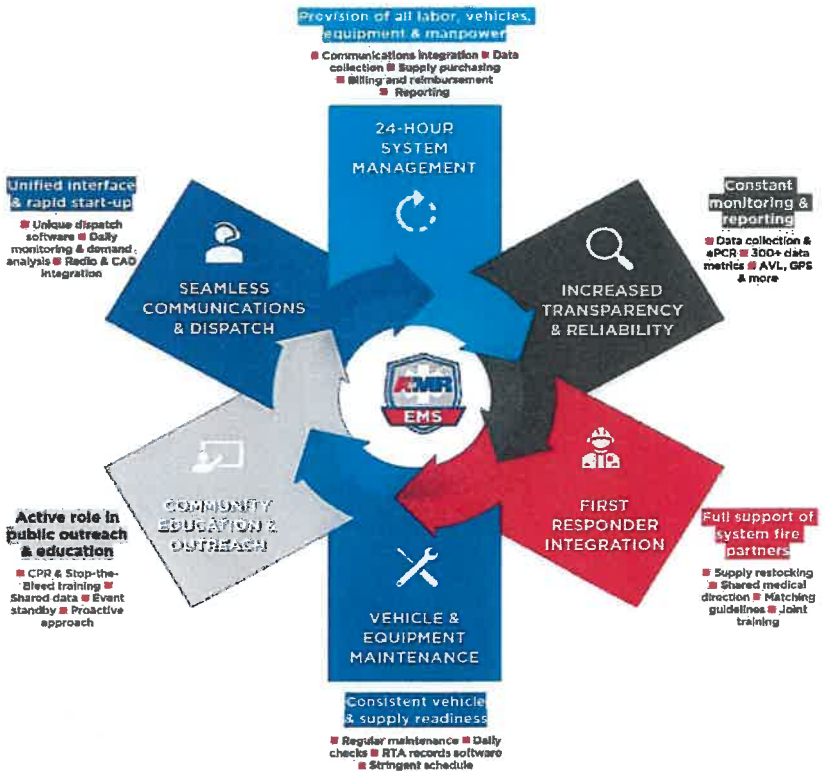
1. **A mission statement and strategic plan to address initiation and provision of services along with a review and improvement of services throughout the contract period(s).**

American Medical Response Services, Inc. is a part of Global Medical Response family of companies with the mission of providing care to the world at a moment's notice. Furthermore, our mission is to provide customized services to meet the needs of local jurisdictions, small and large. Our suite of service offerings is wide-ranging and quality oriented; and we always deliver on our promises.

It is AMR's sincere desire to provide the City of Las Vegas and San Miguel County community with an enhanced level of EMS and hospital inter-facility services. It is our opinion that there is no organization better suited to meet the ground and air ambulance needs of your community than us. To achieve this goal, we will need to learn more about the community and system needs. Specifically, we request and need one-year (2019/20) of 911 system data, including call type, location, response, and transport numbers, to complete the proposal in a credible manner. We would also like to have the opportunity for our EMS strategy team to meet with key local stakeholders to determine the unique local system needs and challenges.

Service Plan

For this RFP, we offer a comprehensive single EMS platform that will meet the needs of the City of Las Vegas and the surrounding county areas. This will include but is not limited to:



- **TOTAL TRANSPORTATION MANAGEMENT.** AMR offers around the clock the clock with ambulance, supervisory staff, qualified personnel, and equipment 24 hours a day, 7 days a week.
- **TRANSPARENCY AND RELIABILITY.** We continuously collect data and monitor reports to ensure on time performance measure are met.
- **FIRST RESPONDER INTEGRATION.** AMR builds exemplary partnerships with fire departments, local law enforcement, and other first responder organizations throughout the service area by investing in the latest software and equipment to share data and track outcomes and will use our resources to support these local agencies.

- **VEHICLE AND EQUIPMENT.** We utilized state of the art vehicles and equipment for safely transports of patients. AMR has schedule **5,000**-mile routine maintenance of vehicles and replacement of equipment when needed.
- **COMMUNITY EDUCATION AND OUTREACH.** AMR will continually seek out opportunities to make additional contributions, including the support of local and national charities, community events, and local food, clothing, and holiday toy drives. This may include standby services at local events, bystander CPR training, citizen responder and "stop-the-bleed" education, and more.
- **SEAMLESS COMMUNICATION AND DISPATCH.** AMR can fully integrate within the City/County existing dispatch system. Our vehicles have portable radios to communicate with all first responder agencies

Continuous Quality Improvement

As part of our contract with the City/County, we will utilize our CQI program approach to guide our endeavors, improve our performance, and achieve sustainable results. We use the program's self-assessment tools to help understand our progression and to execute a balanced approach for future operations. The framework of our program offers AMR an in-depth examination of seven key management action categories, described below and on the following page.

- **LEADERSHIP:** The Leadership category examines how an organization's senior leaders' actions address values, directions, and performance expectations, and places a focus on customers and other stakeholders, empowerment, innovation, and learning. As part of this category, our local and regional leadership will actively participate in the system and community to ensure we exhibit a key leadership role within the public health community.
- **STRATEGY:** The Strategy category asks how an organization develops strategic objectives and action plans, and how it implements and changes them. Using this process, AMR will work to develop an annual strategic plan that addresses the specific needs of the City/County EMS system and the community. Tactics and measures for the plan will be tracked monthly.
- **CUSTOMERS:** The Customers category looks at how an organization engages its patients and other customers for long-term marketplace success, including listening to the voice of the customer, exceeding customer expectations, and building patient/customer relationships.
- **MEASUREMENT, ANALYSIS, AND KNOWLEDGE MANAGEMENT:** The Measurement, Analysis, and Knowledge Management category asks how an organization selects, gathers, analyzes, manages, and improves its data, information, and knowledge assets. It also measures how the organization uses review findings to improve its performance and how it learns. As part of AMR's comprehensive quality program, we have identified key metrics and developed tracking mechanisms that will align local community needs with the latest national EMS trends.
- **WORKFORCE:** The Workforce category examines how an organization assesses workforce capability and capacity needs and builds a workforce environment conducive to high performance. It also asks how it engages and manages its workforce to utilize their full potential in alignment with the organization's overall objectives and action plans. AMR's employee engagement programs will be the focus of this category to ensure long-term, clinically sophisticated care remains a part of the EMS system. We are also using the data

gathering through our score card and KPIs in the development of our ongoing individual and systemwide continuing education processes.

- **OPERATIONS:** The Operations category asks how an organization designs, manages, improves, and innovates its healthcare services and work processes and improves operational effectiveness to deliver value to patients and other customers and to achieve ongoing organizational success. Our implementation of time-tested analytical tools for daily measuring and monitoring performance will help us stay on-track.
- **RESULTS:** The Results category examines an organization's performance and improvement in key business areas – healthcare and process results, customer results, workforce results, leadership and governance results, and financial and market results. The category also asks about performance levels relative to those of competitors

2. A detailed description of a comprehensive EMS system status management plan which will include emergency response times within designated service zones.

System Status Management Plan

Through Operations Planning and Analytics Platform ("OPAP") our proprietary system, AMR uses best-in-industry tools such as geospatial priority-post plan placement and advanced queuing theories to build our System Status Management ("SSM") plan. Our SSM strategies allow us to match available ambulances to the demand for 911 calls, maximizing our resources and creating a compliant and sustainable system. AMR feeds data into OPAP directly from the local computer aided dispatch, or "CAD", system, tuning the platform to contracted performance criteria.

Dispatch call volume data are paired with performance criteria to create demand models that are sensitive to seasonal fluctuations and surges. Ambulance supply—shift start times and durations, measured in unit hours—are built to match the demand models.

Proper deployment of ambulances is achieved through dynamic posting strategies focused on the community. AMR ambulances are posted according to plans developed using several criteria – including ease of ingress and egress when accessing each post location, traffic studies, and drive time – to maximize geographic coverage, and crew safety and well-being. AMR continually reviews posting plans and ambulance deployment using OPAP and makes deployment adjustments as indicated/necessary.

AMR will work with the City/County to determine appropriate response times based on data from the dispatch center. We will require historical response and transport volume from the City/County to complete the System Status Management Plan and financial portions of the bid.

3. Provider must develop and provide a communication and dispatch system that is compatible with existing emergency 911 System and that will eliminate existing communication deficiencies.

AMR is an experience provider with 66 Communication Centers throughout the U.S. We can fully in integrate with the City/County's current dispatch system utilizing our Computer Aided Dispatch ("CAD") platform, certified dispatch personnel, GPS and Automatic Vehicle Location ("AVL") systems, mobile data services for crew status changes, and electronic Patient Care Reports ("ePCR").

4. The provider must maintain two (2) methods of communication (primary and secondary) with dispatch and an alternate method of alerting EMS units such as pagers or cell phones. A home-based radio should be maintained to enhance communications and non-emergency traffic licensed to the provider.

AMR adheres and agrees to the RFP requirement set forth above. Our method of communications includes:

- **RADIOS.** Each ambulance unit serving the City /County system will have one vehicle-mounted radio and one portable radio to interface directly via two-way radio with all first responder agencies on their primary channel(s). Our radios feature 160 channels and a menu-driven interface. They enable easy migration with operational capability in both analog and digital and are available in UHF and VHF. We will maintain all necessary FCC licenses and permits required to run this 800 MHz system, and adhere to the policies of our County and fire department partners.
- **MOBILE DATA TERMINALS.** Mobile Data Terminals ("MDT") will allow our field personnel to instantly communicate important updates with their supervisors, local fire departments, and the dispatch center directly from their ambulance. All AMR ambulance units in the City /County will be connected to the local dispatch via these MDTs, providing us with a better idea on how to deploy and position our resources.

5. Provider radios must be capable of communications with all fire units within the City and the County. All radio equipment is the responsibility of the provider and must be capable of digital and analog transmission.

AMR adheres and agrees to the RFP requirement set forth above.

6. Provider must provide a plan for Emergency Medical Transport.

AMR fully understands the importance of linking our service with the local PSAP. We fully intend to be dispatched by the local PSAP and use their services for all aspects of Emergency Medical Transport call tracking. AMR will acknowledge receiving the dispatch, going en-route to the call, arrival at the call, transporting to the hospital, and when available again at a minimum.

7. A plan for non-emergency medical transport, including details relating to non-emergency transport dispatch, the number of proposed vehicles to be scheduled for non-emergency transport, and the coordination of emergency and non-emergency services. The plan for prescheduled inter facility transport must demonstrate how the emergency medical transport system will be protected from being negatively impacted by prescheduled inter facility transports.

Single Access Solution

AMR's Single Access Solution (shown below) provides a single point of contact for the City/County for all intra-system patient movements, interfacility discharges, repatriation, and regional catchment needs. AMR staff will not only arrange the transportation in partnership with your facility, but also ensure that the patient is put in the most medically appropriate and cost-effective mode of transportation.



Through dedicated platforms for ordering transportation, AMR will coordinate all levels of medical and non-medical transportation:

- BLS, ALS, CCT/SCT
- PICU, NICU, High-Risk Maternal
- Wheelchair Van
- Lyft, Taxi, Bus, Sedan, Paratransit

Rotor Wing and Fixed Wing Air Services

Through our sister companies we can arrange both domestic and international fixed- wing air ambulance and short distance helicopter medical services. All flights are staffed by highly qualified and experienced medical crews. Flight physicians can also be provided. The program is accredited by the Commission on Accreditation of Medical Transport Systems (CAMTS) and has contracts with most major insurance companies as well as many smaller regional health plans.

AMR's Online Ordering System

AMR offers a customized online ambulance ordering tool that will significantly streamline your ambulance ordering process. One of the key strengths of this tool is its ability to allow you to customize the necessary information required to order medical transportation, ensuring quicker service request processing. This tool will allow staff to view all current and past transportation activity and will also be available to facility staff using iPad technology. AMR will work with the City/County to determine IT needs to ensure seamless integration within the system. Our Online Ordering System consist of:

- ☐ Creating the Transport Request
- ☐ Real-time ETAs and Status Updates
- ☐ Optional Integration Solutions

8. A plan for dealing with multiple casualty incidents and describing the medical transport system provider's role and responsibility in relation to other first responder agencies. Provider must be able to handle two separate incidents at one time with no degradation in services.

Mass Casualty Incidents

AMR has had a continual presence and participates in the many aspects of not only disaster response, but also mass casualty incidents (MCIs) with various city, county, and state agencies.

We work with various local fire departments to develop disaster teams and training for future national disaster deployments. AMR also has a strong commitment to our military installations and continuously provides planning, support, training, and transport for military Weapons of Mass Destruction (WMD) and MCI disaster exercises.

AMR can support MCI exercises in the City/ County by assisting in the planning of exercises as well as having supervisors, field staff, dispatchers, and management participate in tabletop, functional, and full-scale exercises. AMR will bring in personnel from other company agencies to provide an opportunity to coordinate communication and navigation and to familiarize them with the local system and enhance interoperability, awareness, and readiness to respond to an MCI with an all hazards approach.

AMR maintains specially equipped disaster units stocked for medium and large-scale incidents, available 24 hours a day, seven days a week to all counties, state, and military agencies upon request. All equipment is maintained and separate from AMR's supply caches.

9. A proposed plan of operations, including the number of ambulances and other vehicles to be used. Staffing levels for these vehicles to include the number of personnel and certification levels for each unit. The method proposed for providing medical supervision of field personnel and on-line medical direction with the closest facility as well as the provider's off-line Medical Director. The method proposed for coordinating services with other first responder agencies. The plan should detail how emergency and prescheduled inter facility transport services will be segregated and coordinated. The

plan should also include information in regard to the willingness and ability to incorporate clinical students into its operations and how they can assist local providers, such as volunteer or career fire departments with continuing education. The provider must also assist local government in acquiring grants or assistance that improves the Emergency Medical services within the county.

Subject to confirmation through a data-driven financial analysis, AMR would operate 4, 5, or 6, ambulances each day at a minimum. We would have 4 additional ambulances in our fleet to use for surge readiness, replacements during mechanical repairs, or for standby events as needed. AMR would plan to staff any ambulance that can respond to a 911 call at the ALS level. We would hire a local Supervisor to handle operations on site. Additionally, each shift would have a person designated as the Shift Supervisor for 24/7 coverage. AMR plans to work through the 911 PSAP via radio dispatch or MDTs. This is a transparent way of showing other responding agencies what AMR ambulances are on calls or free for dispatch. All IFT calls will be scheduled through an AMR dispatch center using an AMR dispatcher. Finally, AMR fully understand the importance of providing clinical experience to EMT and Paramedic students. We encourage that area EMT programs use AMR to facilitate their student's clinical rides.

10. At a minimum, staffing should include the following:

- **A Medical Director (preferably local) with a strong background in emergency medical transport. If the Medical Director is not local, the proposal should include sufficient information and detail to demonstrate that adequate management can be achieved under the proposal without a local Medical Direction.**
- **All ambulances transporting emergency patients shall be staffed with at least a licensed EMT-paramedic and a licensed EMT-basic.**
- **Vehicles identified as available only for non-emergency call response may be staffed by two (2) basic EMT's.**

Medical Director

To assure adherence to the highest clinical standards, AMR will utilize the services of a local Medical Director. High clinical standards and patient care are core elements in our culture. Our Medical Directors are qualified as a board-certified emergency physician with experience in EMS and ED. All of our Medical Directors are supported by our Chief Medical Officer, Dr. Edward Racht who has more than 20 years of experience in EMS and healthcare systems. In the interim, we have other Medical Directors from our AMR New Mexico locations if the services of a local Medical Director is not obtained immediately. AMR believes in

11. A plan for ensuring compliance with all Injury Prevention/EMS Bureau and /or Public Regulatory Commission requirements, as well as compliance with all other applicable State and Federal laws and regulations, and City ordinances and policies. The offeror shall be authorized and or licensed with the New Mexico Public Regulation Commission, certificate of public conveyance or shall acquire a license prior to engaging to the commencement of the contract. Non-performance: should the offeror not possess the certificate of public conveyance and necessity; the City and the County would then draw down on the performance bond accordingly.

Ethics & Compliance

AMR's Ethics and Compliance Department has a threefold mission: to prevent, detect, and mitigate regulatory risks. It monitors changes in federal laws and regulations, as well as government enforcement that affect AMR and our customers. It also implements our Code of Business Conduct program, which is designed to promote ethical decision-making and professionalism in every aspect of our operations. Annual Code of Business Conduct training is mandatory for all AMR employees.

Employees are encouraged to report compliance concerns anonymously via our toll-free Ethics and Integrity Help Line.

12. An employment policy statement detailing each classification of personnel, the minimum qualification requirements, pre-employment screening, and evaluation criteria used in hiring; describing orientation procedures and continuing education and training programs; and outlining retention, promotion, discipline, and termination policies.

Employment Policy

AMR adhere to stringent hiring and training processes. The goal of our competency-based screening process is to select an employee who not only exhibits exceptional cognitive and technical skill, but also demonstrates values that will enable the employee to deliver quality care and customer service excellence. Our EMTs' skilled in areas such as splinting, administering CPR, controlling bleeding, and treating patients with allergic reaction and asthma attacks. While our Paramedics are skilled in areas like cardiac care, pharmacology, advanced airway management procedures, and can support patients with significant heart issues or trauma.

Minimum Qualifications	EMTs	Paramedics
Certification as an EMT-Basic	✓	
Certification as an EMT- Paramedic licensure		✓
Valid driver's license	✓	✓
CPR / AED certification / Healthcare Provider Basic Life Support	✓	✓
Completion of ICS 100, 200, and NIMS 700	✓	✓

AMR's Screening Process

AMR has a comprehensive pre-hire screening process to ensure the highest quality candidates are selected to serve our communities. Candidates for employment will follow a standardized multi-step process that includes the following:

- ☐ Written test
- ☐ Practical skills assessment
- ☐ Oral interview
- ☐ Reference and background checks, including criminal, employment, education, and DMV record check, along with review of each applicant's credentials and references
- ☐ Realistic physical agility evaluation
- ☐ Drug Screening

A bonded outside agency performs an extensive screening for all our applicants covering federal, state, and county criminal records, Patriot Act/OFAC/BXA/Terrorist List Search, and education and employment verification.

Training and Continuing Education

Once selected to serve as part of our team, each new employee undergoes a comprehensive orientation program, which includes approximately 7 days of classroom and hands-on instruction in service and clinical excellence. This instruction includes AMR policies and procedures, local protocols, and legal and compliance issues as well as specialized safety and risk management and disaster training.

Candidates gain knowledge and a full understanding of their job requirements, the equipment they will be using, methods of safe practice, and performance expectations. The orientation class provides the environment for the new employee to learn about the structure of the local EMS system and how they fit into the structure.

We also provide regular in-service training and continuing education courses for our employees. Our program allows our dedicated employees to stay abreast of the advancing medical literature and maintain the clinical skills they need to provide superior patient care as the local EMS system evolves. Some of our continuing education courses include:

- Annual Emergency Vehicle Operations
- Advance Cardiovascular Life Support (ACLS)
- PEPP (Pediatric Education for Pre-hospital Professionals) and PEPP Refreshers
- Pediatric Advanced Life Support
- Focused Clinical Presentations
- Internal Trauma Life Support (ITLS) or Pre-hospital Trauma Life Support (PHTLS) Refresher
- Healthcare Provider CPR refresher
- Annual Infrequent Skills Review
- Annual Patient Care Documentation

Retention and Promotion

AMR values the relationships we build with our dedicated staff, making the retention our employees a top priority for our company. Our employees embody our organization's mission, ensuring our operations provide the best patient experience possible. We understand the importance of investing in our employees, providing them the foundation to grow within our organization.

AMR's culture has many methods and practices that contribute to our low turnover rates, which are, but not limited to following:

- Competitive Pay & Benefits
- Growth in the Workforce with Continuing Education
- Internal Complaint Resolution
- Employee Guiding teams

Additionally, our employees have significant opportunities for career advancement and diversification. Whether our caregivers want to pursue EMS business management roles within our company or advance their medical education and take on new roles such as paramedic, nurse, or physician—all are available options for our employees. Our employees can advance through formal and informal training, one on one coaching, and a variety of other methods of assessments.

13. Drug testing policy-illustrating compliance with drug and alcohol-free workplace environment.

All employees must pass a five-panel drug test. Employees with alcohol or other substance abuse problems are strongly encouraged to utilize voluntarily and proactively the Employee Assistance Program (EAP). service, providing up to five free outpatient counseling sessions each calendar year. If extended time is needed, employees are referred to a care provider in their health benefits program.

Confidential EAP counseling includes early intervention and treatment support regarding alcohol and substance abuse issues, complementing our company's drug-free awareness program that educates employees about alcohol and substance abuse issues.

14. An employment policy statement detailing minimum wages or salaries and benefit packages for all personnel categories.

Wages and Benefits

AMR recognizes the importance of competitive pay. The state's minimum wage will go to $10.50 per hour in January. Currently AMR start a new hire employee with no experience at the following annual salaries.

- EMT – B - $26,400
- EMT -I- $32,500
- EMT-P - $38,200

AMR's excellent benefits package is recognized as one of the best and most comprehensive in the industry. We are committed to continuing this outstanding coverage to give our employees and their families or domestic partners peace of mind, knowing that they have immediate access to the highest level of healthcare

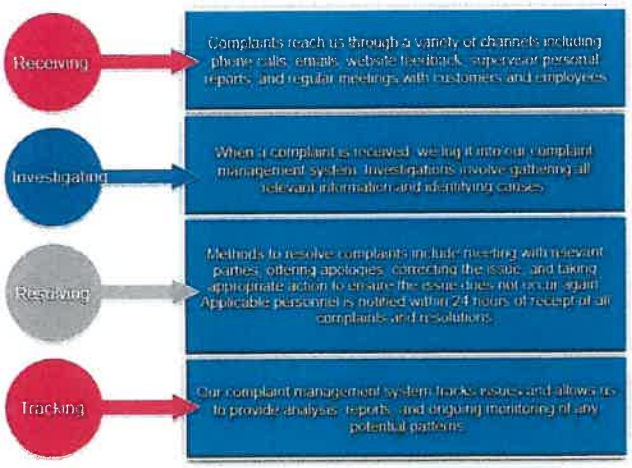
Benefits Package	
Medical, Dental and Vision	401(K) Retirement Plan with a company match
Basic and Supplemental Accidental Death	Tuition Reimbursement
Flexible Spending Accounts	Paid Time Off
Short-term and Long-term Disability	Vacation and Sick Leave
Employee Assistance Program	Holiday Pay
Career and Leadership Development	Voluntary Benefits
Employee Uniforms	Dismemberment Insurance

AMR's comprehensive benefits package and exceptional wages provide our team members with a total compensation value that is extremely competitive, ensuring employee satisfaction and workforce stability.

15. A policy regarding intake, investigation, and resolution of complaints for customers, shall be provided to the City and the County for review. When internal procedures do not resolve the complaint with a specific resolution the City Manager/County Manager have the authority to mediate a final resolution.

Customer Resolution

Customer concerns are received in several ways and are funneled to the appropriate department for resolution. Customers are usually contacted within 24 hours of receipt of a concern to obtain clarifying information and attempt to resolve the issues on the first contact. Should the issue need further investigation, it is directed to the department identified for follow up. Once the customer concern has been resolved it is logged by service compliant type and reports are provided to each department monthly. This allows the local operations to monitor and identify trends and develop strategies to address negative trends in customer care.



16. **A policy indicating the chain of command of the company that will also define the requirement of a shift supervisor to be in charge of each shift and shall be onsite. This policy should be specific to the titles of all supervisors and indicate the proper procedure to address any and all concerns.**

Management & Supervision

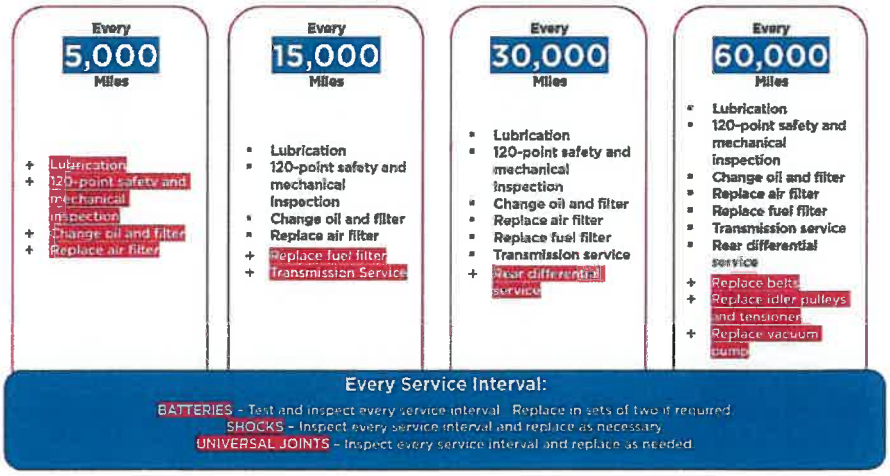
We have a unified command structure for day-to-day operations in place. We have the resources and personnel in place to deploy the appropriate resources to handle any medical call for help that arises, from a simple cut that may require small dressing, to the management of a major-medical emergency. A basic chain-of-command for our local operation consist of Graham, Joaquin, our Regional Director and Operations Supervisor.

17. **A policy outlining the specific maintenance schedule of each emergency response unit. Each unit shall be properly maintained on a regular basis and will function as such. The City Manager/County Manager shall appoint an inspector who shall inspect all ambulance vehicles yearly and at his discretion thereafter, to determine the condition of said vehicle with regard to safety, warning systems, equipment, supplies, basic sanitation, sterility of equipment, and other related requirements as adopted by the City and County. Should the unit not comply with the all standards and requirements set forth by the ambulance standards rule 252 of the New Mexico State Corporation commission; the unit will then be taken out of service and replaced immediately with another unit that complies with standards.**

Vehicles Maintenance

AMR follows a rigorous preventive maintenance schedule for all vehicles, with comprehensive scheduled maintenance occurring at regular intervals. Every **5,000** miles, our fleet maintenance personnel perform a systematic bumper-to-bumper inspection of our vehicles examining more than 190 parts, using a preventive maintenance inspection form. Following this comprehensive inspection, mechanics perform service maintenance that averages up to **2.5** hours per vehicle.

Additionally, AMR performs random checks of the preventive maintenance documentation to ensure that our fleet is being maintained and documented properly. Repairs are made and documented on a repair order form and entered in a maintenance database. Vehicles are road-tested before and after repairs. Documentation is completed for all preventive maintenance and repair activities for each ambulance. Each vehicle inspection and repair document are retained in a vehicle history file.



18. **The following minimum information regarding past and current company operations should be submitted:**

A. Complete disclosure of all companies and/or subsidiaries, including but not limited to financial statements for the company submitting a proposal for the requested services.

Global Medical Response

The Global Medical Response (GMR) family of companies provides solutions in the United States and around the world. Each of our companies has a long history of proudly serving the communities where we live. The GMR family consist of: (1) American Medical Response (2) Air Evac Lifeteam, (3) Med-Trans, (4) REACH Air Medical Services, (5) Guardian Flight, (6) AirMed International, (7) RuralMetro Fire, and (8) Access2Care and their associated affiliates and subsidiaries. We have provided our financials as Attachment No. 1.

B. A description of company's background, and number of employees in functional areas, including any experience or contacts within New Mexico.

Statewide, we employ approximately **300** paramedics and EMTs and respond to more than **35,000** calls each year. AMR handles non-emergent or scheduled ambulance transportation in Bernalillo County and the City of Albuquerque. In Valencia County, Doña Ana County, and Otero County, AMR provides both 911 and non-emergency response. AMR New Mexico operations are in Albuquerque, Los Lunas, Alamogordo, Gallup, Clovis, and Las Cruces.

National Support

AMR is a part of Global Medical Response (GMR). GMR is a national leader in the medical transportation services market, operating hundreds of air and ground bases through its subsidiaries. With more than **37,000** employees, Global Medical Response teams deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States, the District of Columbia and around the world. GMR was formed by combining the industry leaders in air, ground, managed medical transportation and community, industrial/specialty, and wildland fire services. Each of our companies have long histories of proudly serving the communities where we live: AMR, Rural Metro Fire, Air Evac Lifeteam, REACH Air Medical Services, Med-Trans Corporation and AirMed International.

Combined with our subsidiaries companies we have completed **10** million patient transports last year utilizing **7,000** ground vehicles, **115** fire vehicles, **350** rotor-wing aircraft and **113** fixed-wing aircraft. AMR, alone, completed nearly 5 million ground transports. We are the largest medical transport company in the world, focusing on intimate and high-service solutions at a local level. With the extensive resources and experience of GMR, we are able to work with our partners to develop integrated solutions to patient transportation that cover ground, helicopter and fixed-wing modalities.

C. Brief descriptions of the background of key personnel proposed for the project, including initial and long-term support for the provision of local services.

Local Leadership

Our New Mexico team consists of a group of highly qualified, dedicated individuals with decades of experience. These professionals live and work in the communities they serve, delivering hands-on customer service and care. During our decades of local service, our dynamic and experienced local leadership team has proven its commitment and will continue to ensure that we provide quality service for the City/County in the years ahead. Below, AMR has provided information for our local leadership below.

Steven Dralle – South Regional President

Steven Dralle serves as our regional President, serving the entire AMR South Region. Prior to returning to AMR, Mr. Dralle served as the Vice President of Global Marketing for Innovative Trauma Care and Director of Marketing for Vidacare Corporation. He also served as both the Vice President of Operations and the General Manager for our South Region. Additionally, with more than 20 years of experience as a licensed paramedic and his service as a combat medical specialist in the U.S. Army National Guard, he knows the clinical aspects of the emergency medicine market thoroughly. Mr. Dralle holds an MBA from Pennsylvania State University at University Park and received his B.A. in History from the University of Texas at San Antonio.

Glenn Kasprzyk – Divisional Chief Operating Officer

Glenn Kasprzyk is a dedicated ambulance service administrator with over twenty years of proven achievement in Arizona EMS. Since 2006, Mr. Kasprzyk has served as the regional/division Chief Operating Officer for Lifeline Ambulance. He monitors continuous quality improvement programs for all operational departments, monitors operating budgets, designs new processes and methodologies, and reports to the AMR South Region's Chief Executive Officer. Mr. Kasprzyk received his Paramedic certification from the Western New York EMS Training Institute in June 1994 and holds certifications as an Advanced Emergency Medical Dispatcher and a Certified Ambulance Coder. He is a member of the Mesa Chamber of Commerce, the Central Arizona Partnership, the Governor's Council on Infectious Disease Preparedness and Response, and is Vice Chair of the Arizona Emergency Medical Services Council.

Joaquin Graham – Regional Director

Joaquin Graham serves as the Regional Director for our New Mexico operations and is based in Las Cruces. Mr. Graham oversees daily ambulance operations, communication centers for the AMR NM operation and works with EMS crews and supervisors, fire department officials, and local government officials. He is a licensed paramedic and has been working in EMS in Southern New Mexico and Texas for more than a decade. Mr. Graham serves as a board member on the Far West Texas and Southern New Mexico Regional Advisory Council (Border RAC) and is a board member of the Mesilla Valley Regional Dispatch Authority.

D. A description or samples of documents or forms available to users and technical staff for operation of the proposed system.

Customized Reporting and Transparency

By using all of our state-of-the-art technology platforms such as MEDS and OPAP, AMR can provide City/County with total transparency into all aspects of our operation. AMR tracks and records more than three-hundred real-time performance metrics related to each transport, any of which can then be tailor-made and customized for you. Specific reporting could include, but not limited to:

- ☐ On Time Performance
- ☐ Real Time Dashboards
- ☐ Delayed at Scene alerts

All reporting can be broken down by system level, hospital level, floor, department, etc. We have provided Sample Reports as Attachment No. 2.

Multi-EMS Data System (MEDS)

We utilize an internal system called Multi-EMS Data System (MEDS), a National EMS Information System (NEMSIS) Gold-certified software tool providing our caregivers and hospital personnel with real-time access to our software for the reporting of patient encounters. MEDS allows the data on hundreds of thousands of patients to be evaluated and benchmarked against other data on treatments, disease processes, patient experience, CAD system data, and hundreds of other clinical and operational metrics. These capabilities prove extremely valuable not only for reporting on the care of our patients but also for improving it, as we are quickly able to identify clinical trends and adjust our local operations accordingly.

Operations Planning and Analytics Platform (OPAP)

AMR utilizes Operational Planning and Analytics Platform (OPAP), which is a scheduling software that enables us to track all calls and build schedules according to call demand. This software will ensure we provide adequate coverage, while simultaneously certifying that we do not have too much excess capacity. Additionally, this software will generate analytical data that will be effectively review our scheduling.

E. Evidence that insurance and bond requirements specified in the form contract can be met through reputable providers.

Insurance and Bonds

AMR has a robust bond program with leading providers of contract and commercial surety bonds. We can provide bid, performance, and payment bonds in support of all contracts. AMR maintains insurance that is significantly higher than other providers in the emergency medical services industry. There are several layers of excess insurance for professional liability, auto liability and general liability reaching into the high eight figures for various lines. We have provided our proof of insurance as Attachment No. 3.

F. Community service events.

AMR also proposes to initiate an emerging community program in the Las Vegas, New Mexico community, aimed at educating and equipping community members to assist their fellow citizens during mass-casualty incidents, or "MCIs." We seek to work with our local fire department partners and other members of the community to create a citizen first responder training program, providing the information and tools to prepare citizens for the unimaginable.

AMR will work with local fire departments and our network of national manufacturers to supply citizens with education and kits that can be deployed at mass gathering events or mass casualty situations. Use of these tools will be thoroughly explained and other education topics will be presented. Just like the World CPR Challenge, this program will eventually create a community of citizen responders, able to act calmly and appropriately in times of distress.

In addition, we propose to offer the following campaigns on an ongoing or seasonal basis through the Las Vegas community.



HALLOWEEN SAFETY CAMPAIGN. AMR will work with the City/County and local first responder partners to provide safety and planning tips for parents and children to keep them safe on Halloween. Our staff will offer highly reflective trick-or-treat bags, safety tips and glow sticks to families throughout the community.



HOME FOR THE HOLIDAYS. During the holiday season, everyone imagines being home with friends and family. But for those with medical issues, it is often much easier to imagine being there than it is

to get there safely. For years, AMR has stepped in by providing national residents with no-cost holiday transportation through our award-winning Home for the Holidays program. This program allows ambulance crews to bring some holiday cheer to nursing home residents and their families. AMR transports nursing facility residents to their family homes to spend time with loved ones over the holiday season. The service is provided free of charge.



SENTIMENTAL JOURNEY. Our Sentimental Journey program provides for the transportation of terminally ill or bed-confined patients to an event or place that is important to them for any number of reasons. The long-term success of the Sentimental Journey program and the value it provides to patients and families is a source of pride to all of us at AMR and we are excited to offer this service in collaboration with the City/County partners.

FALL PREVENTION. Data driven home safety tutorial aimed at eliminating tripping hazards in the home. Our Community Education staff will offer FREE discussions on fall prevention to targeted elderly populations throughout the community. Our ambulance crews can also assist patients calling 911 by doing a home inspection for tripping hazards and other valuable services.

WATER SAFETY. Drowning prevention and water safety is everybody's responsibility. Alongside the City/County first responders and municipal partners, AMR will examine pool safety and drowning data within the City/County and build targeted water safety and drowning prevention campaigns. AMR will focus its attention on populations most at risk of injury and drowning within the service area and what steps families can take to prevent boating accidents and drowning incidents.

ACCIDENT PREVENTION FOR CHILDREN. AMR proposes to review car seat use and pedestrian/bicycle accident data within the City to build targeted education and prevention campaigns with a special focus on children and teenagers. The program will focus its attention on populations most at risk in the community and how people can take to prevent accidents. This program would include targeted bike helmet use and distribution program, a pedestrian safety program for youth, targeted car seat usage and safety programs for young children and more.

STROKE AWARENESS. AMR will provide planning support for annual National Stroke Alert Day distribution of community education FAST handout cards, funding support for the FAST cards and staff to assist in the distribution of the educational cards at community events. The FAST acronym stands for Facial drooping, Arm weakness, Speech difficulties and Time to call emergency services.

FREE EMS EDUCATION AND COMPRESSION ONLY CPR AND AED TRAINING. Sadly, 94 percent of people who suffer sudden cardiac arrest die before ever reaching a hospital. With hopes to lower that number, AMR will partner with organizations throughout the City to teach compression-only CPR (CPR without mouth-to-mouth) and AED utilization to residents for FREE at area events and mass gatherings.

G. A copy of the certificate of necessity and public convenience showing coverage of the required area of the City of Las Vegas, San Miguel County, and State of New Mexico or Statewide authority.

Upon contract award, with the support of the local jurisdiction AMR will apply and obtain a certificate of necessity and public convenience.

H. Equipment listing including make, model and year of units to be committed to the City of Las Vegas. At a minimum, two (2) Ambulance units must have 4-Wheel Drive capabilities.

QUARTERLY REPORT PURSUANT TO SECTION 10.09 OF THE INDENTURE, DATED AS OF APRIL 28, 2015

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2020

Global Medical Response, Inc.

209 State Highway 121 Bypass, Suite 21
Lewisville, Texas 75067

(972) 459-4919

TABLE OF CONTENTS

Financial Information

Independent Auditors' Review Report	4
Condensed Consolidated Balance Sheets as of June 30, 2020 (unaudited) and December 31, 2019	5
Condensed Consolidated Statements of Operations for the three and six month periods ended June 30, 2020 and 2019 (unaudited)	6
Condensed Consolidated Statements of Stockholders' Equity for the three month periods ended June 30, and March 31, 2020 and 2019 (unaudited)	7
Condensed Consolidated Statements of Cash Flows for the six month periods ended June 30, 2020 and 2019 (unaudited)	8
Notes to Condensed Consolidated Financial Statements (unaudited)	9
Management's Discussion and Analysis of Financial Condition and Results of Operations	30
Quantitative and Qualitative Disclosures about Market Risk	35

Other Information

Legal Proceedings	35
Risk Factors	35
Exhibit List	36
Signatures	37
Exhibit 1	

FINANCIAL INFORMATION
Condensed Consolidated Financial Statements

The accompanying unaudited condensed consolidated financial statements of Global Medical Response, Inc., a Delaware corporation ("GMR" and together with its wholly-owned subsidiaries, the "Company"), have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") to reflect the consolidated financial position, results of operations and cash flows of the Company for interim reporting, and accordingly, do not include all of the disclosures required for annual financial statements. The results for the periods indicated are unaudited, but reflect all adjustments (consisting only of normal recurring adjustments) that management considers necessary for a fair presentation of financial position, operating results and cash flows of the Company.

Results of operations for interim periods are not necessarily indicative of a full year of operations. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report for the year ended December 31, 2019 (the "2019 Annual Report") and in our Quarterly Report for the quarter ended March 31, 2020.

KPMG LLP
Suite 800
1225 17th Street
Denver, CO 80202-5598

Independent Auditors' Review Report

The Board of Directors
Global Medical Response, Inc.:

Report on the Financial Statements

We have reviewed the condensed consolidated financial statements of Global Medical Response, Inc. and its subsidiaries, which comprise the condensed consolidated balance sheet as of June 30, 2020, the related condensed consolidated statements of operations for the three and six month periods ended June 30, 2020 and 2019, the related condensed consolidated statements of cash flows for the six month periods ended June 30, 2020 and 2019, and the related condensed consolidated statements of stockholders' equity for the three month periods ended June 30 and March 31, 2020 and 2019.

Management's Responsibility

The Company's management is responsible for the preparation and fair presentation of the condensed financial information in accordance with U.S. generally accepted accounting principles; this responsibility includes the design, implementation, and maintenance of internal control sufficient to provide a reasonable basis for the preparation and fair presentation of interim financial information in accordance with U.S. generally accepted accounting principles.

Auditors' Responsibility

Our responsibility is to conduct our reviews in accordance with auditing standards generally accepted in the United States of America applicable to reviews of interim financial information. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial information. Accordingly, we do not express such an opinion.

Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated financial information referred to above for it to be in accordance with U.S. generally accepted accounting principles.

Report on Condensed Balance Sheet as of December 31, 2019

We have previously audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet as of December 31, 2019, and the related consolidated statements of operations, stockholders' equity, and cash flows for the year then ended (not presented herein); and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated March 30, 2020. In our opinion, the accompanying condensed consolidated balance sheet of Global Medical Response, Inc. and its subsidiaries as of December 31, 2019, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

KPMG LLP

Denver, Colorado
August 10, 2020

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands)

	June 30, 2020 (unaudited)	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 373,533	$ 223,006
Insurance collateral	138,037	123,844
Accounts receivable, net	832,431	817,910
Spare parts, medical supplies and fuel	86,191	78,966
Prepaid expenses	44,793	40,199
Other current assets	45,091	95,825
Total current assets	1,520,076	1,379,750
Property and equipment, net	1,037,499	993,194
Operating right-of-use assets	217,969	—
Finance right-of-use assets	212,116	236,340
Intangible assets, net	1,566,798	1,614,488
Goodwill	2,174,086	2,164,130
Other assets	28,171	32,091
Total assets	$ 6,756,715	$ 6,419,993
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	35,955	38,511
Accrued wages, benefits and taxes	210,591	189,542
Accrued interest	28,692	8,977
Other accrued liabilities	302,139	262,957
Current portion of lease obligations	97,651	55,599
Current portion of long-term debt	55,194	63,129
Total current liabilities	730,222	618,715
Operating lease obligations	181,874	—
Finance lease obligations	178,213	196,705
Long-term debt	4,456,419	4,380,337
Deferred income taxes	196,662	174,175
Insurance reserves	134,237	129,361
Other long-term liabilities	35,517	73,544
Total liabilities	5,913,144	5,572,837
Commitments and contingencies		
Equity:		
Common stock	—	—
Additional paid-in capital	761,408	758,524
Retained earnings	108,512	117,245
Accumulated other comprehensive income (loss)	(26,349)	(28,613)
Total equity	843,571	847,156
Total liabilities and equity	$ 6,756,715	$ 6,419,993

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Net revenue	$ 1,100,045	$ 1,035,541	$ 2,119,174	$ 2,021,012
Operating expenses:				
Employee wages, benefits and taxes	575,369	548,308	1,151,968	1,081,672
Maintenance, fuel and other direct expenses	73,502	80,965	159,266	157,731
Insurance expense	32,402	28,014	69,533	53,641
Other operating expenses	219,790	184,703	422,233	376,933
Governmental grants	(51,656)	—	(51,656)	—
Depreciation and amortization	96,422	78,327	179,920	153,900
Acquisition, integration and other charges	12,934	18,106	29,654	24,454
Total operating expenses	958,763	938,423	1,960,918	1,848,331
Operating income	141,282	97,118	158,256	172,681
Interest expense, net	90,662	88,880	178,488	172,445
Equity in earnings of unconsolidated affiliates	(76)	119	111	347
Other income (loss), net	1,564	189	(2,758)	941
Net income (loss) before income taxes	52,108	8,546	(22,879)	1,524
Income tax (benefit) expense	18,541	2,513	(14,146)	582
Net income (loss)	$ 33,567	$ 6,033	$ (8,733)	$ 942
Comprehensive income (loss):				
Net income (loss)	33,567	6,033	(8,733)	942
Other comprehensive income (loss)				
Unrealized gains (losses) on derivative financial instruments	12,905	(24,066)	2,461	(42,177)
Unrealized holding gains (losses) on investments	6,840	1,449	537	3,964
Deferred income tax (benefit) expense, net	(4,660)	5,764	(734)	9,787
Total other comprehensive income (loss), net of income tax	15,085	(16,853)	2,264	(28,426)
Comprehensive income (loss)	$ 48,652	$ (10,820)	$ (6,469)	$ (27,484)

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Amounts in thousands, unaudited)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at December 31, 2018	$ —	$ 756,279	$ 97,890	$ (2,021)	$ 852,148
Stock-based compensation expense	—	1,547	—	—	1,547
Net income (loss)	—	—	(5,091)	—	(5,091)
Other comprehensive income (loss), net of tax (benefit) expense of $4.0 million	—	—	—	(11,573)	(11,573)
Balance at March 31, 2019	$ —	$ 757,826	$ 92,799	$ (13,594)	$ 837,031
Stock-based compensation expense	—	2,438	—	—	2,438
Other	—	(5,135)	—	—	(5,135)
Net income (loss)	—	—	6,033	—	6,033
Other comprehensive income (loss), net of tax (benefit) expense of $5.8 million	—	—	—	(16,853)	(16,853)
Balance at June 30, 2019	$ —	$ 755,129	$ 98,832	$ (30,447)	$ 823,514
Balance at December 31, 2019	$ —	$ 758,524	$ 117,245	$ (28,613)	$ 847,156
Stock-based compensation expense	—	1,291	—	—	1,291
Net income (loss)	—	—	(42,300)	—	(42,300)
Other comprehensive income (loss), net of tax (benefit) expense of $3.9 million	—	—	—	(12,821)	(12,821)
Balance at March 31, 2020	$ —	$ 759,815	$ 74,945	$ (41,434)	$ 793,326
Stock-based compensation expense	—	1,593	—	—	1,593
Net income (loss)	—	—	33,567	—	33,567
Other comprehensive income (loss), net of tax (benefit) expense of ($4.7) million	—	—	—	15,085	15,085
Balance at June 30, 2020	$ —	$ 761,408	$ 108,512	$ (26,349)	$ 843,571

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands, unaudited)

	Six Months Ended June 30,	
	2020	2019
Cash flows from operating activities:		
Net income (loss)	$ (8,733)	$ 942
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	179,920	153,900
Amortization of deferred financing costs and debt discount	13,266	12,580
Stock-based compensation expense	2,884	3,985
Loss (gain) on disposal of property and equipment	2,515	3,319
Unrealized loss (gain) on marketable equity securities	507	—
Other, net	953	—
Deferred income taxes	21,740	(1)
Equity in earnings of unconsolidated affiliates	(111)	(347)
Changes in assets and liabilities, net of effects of acquisitions		
Accounts receivable, net	(14,666)	(87,479)
Accounts payable	(2,556)	(4,377)
Accrued wages, benefits and taxes	21,001	6,952
Accrued interest	19,715	(2,614)
Accrued liabilities	(655)	(398)
Other assets and liabilities, net	27,073	10,715
Net cash provided by (used in) operating activities	262,853	97,177
Cash flows from investing activities:		
Acquisition of businesses, net of cash and restricted cash acquired	(16,410)	(38,241)
Proceeds from asset disposals related to sales and insurance recoveries	1,140	13,953
Purchases of property and equipment	(99,331)	(66,200)
Net change in investments held as insurance collateral	(1,827)	(2,861)
Purchases of marketable securities	(22,419)	(85,424)
Sales and maturities of marketable securities	21,607	49,089
Other investing activities, net	1,809	(2,481)
Net cash provided by (used in) investing activities	(115,431)	(132,165)
Cash flows from financing activities:		
Payments on capital lease obligations	(28,558)	(27,562)
Principal payments on long-term debt	(25,408)	(29,324)
Proceeds from issuance of long-term debt	69,106	—
Net cash provided by (used in) financing activities	15,140	(56,886)
Effect of exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	(692)	—
Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	161,870	(91,874)
Cash and cash equivalents, beginning of period (including restricted cash and restricted cash equivalents of $13.8 million and $35.8 million, respectively)	236,793	287,252
Cash and cash equivalents, end of period (including restricted cash and restricted cash equivalents of $25.1 million and $7.6 million, respectively)	$ 398,663	$ 195,378
Supplemental disclosure of cash flow information		
Capital lease asset and obligation additions [1]	$ —	$ 24,856
Equipment (primarily aircraft) additions financed with the issuance of debt	$ 92,780	$ 19,312
Cash paid (received) during the period for:		
Interest	$ 141,571	$ 164,531
Income taxes, net of refunds received	$ (41,194)	$ 3,874

(1) The Company adopted ASU No. 2016-02 as of January 1, 2020, refer to the supplemental cash flow information related to leases in Note 7 for information as of June 30, 2020.

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – BASIS OF PRESENTATION AND DESCRIPTION

Global Medical Response Inc. ("GMR"), formerly known as Air Medical Group Holdings, Inc., a Delaware corporation, is organized as a holding company that operates through its wholly-owned subsidiaries Air Medical Group Holdings LLC ("AMGH") and AMR Holdco, Inc. ("AMR"), collectively the "Company" to provide air, ground, specialty and residential fire services and managed medical transportation.

GMR is a direct wholly-owned subsidiary of GMR Intermediate Corp. ("Intermediate Corp.") and an indirect wholly-owned subsidiary of GMR Buyer Corp. ("Parent").

These unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial reporting. In the opinion of management, the unaudited interim consolidated financial statements contained in this report reflect all normal recurring adjustments, which are necessary for a fair presentation of the financial position and the results of operations for the interim periods presented. The results of operations for any interim period are not necessarily indicative of results for the full year. The accompanying unaudited consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Financial Statement Exhibit to the 2019 Annual Report for the fiscal year ended December 31, 2019 and in the Company's Quarterly Report for the quarter ended March 31, 2020.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

Cash and cash equivalents are comprised principally of demand deposits at banks and other highly liquid short-term investments with maturities generally three months or less when purchased. Cash and cash equivalents are reflected in the financial statements at cost, which approximates fair value.

Restricted Cash

As of June 30, 2020 and December 31, 2019, the Company held restricted cash and cash equivalents of $24.2 million and $12.7 million, respectively, classified within "Insurance collateral" in the accompanying condensed consolidated balance sheets. The cash was restricted for the purpose of satisfying the obligations of the Company's wholly-owned captive insurance subsidiary.

At June 30, 2020 and December 31, 2019, the Company held restricted cash and cash equivalents of $1.0 million and $1.1 million, respectively, classified within "Other Assets" in the accompanying consolidated balance sheets. The cash was restricted for the purpose of satisfying the obligations of the Company's Rabbi Trust for the deferred compensation plan.

CARES Act

In March 2020, in response to the COVID-19 pandemic, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding prior and future utilization of net operating losses, temporary changes to the prior and future limitations on interest deductions, temporary delay of certain payment requirements for the employer portion of social security taxes, technical corrections from prior tax legislation for tax depreciation of certain qualified improvement property, and the creation of certain payroll tax credits associated with the retention of employees. The CARES Act also includes a number of benefits that are applicable to the Company and other healthcare providers including, but not limited to, the appropriation of funding to health care providers for related expenses or lost revenues that are attributable to the COVID-19 pandemic.

In April 2020, the Company received approximately $51.7 million from the initial tranche of funds. The fund payments are grants, not loans, and HHS will not require repayment, but providers are restricted and the funds must be used only for grant approved purposes. Upon receiving and having satisfied the terms and conditions associated with the distribution of funds, which the Company accounts for as a restricted contribution under ASU 2018-08, "Not-for-Profit Entities – Clarifying the Scope and Guidance for Contributions Received and Contributions Made", the company recognized $51.7 million of income in governmental grants for the three and six months ended June 30, 2020. For the six months ended June 30, 2020, net cash provided by operating activities includes the $51.7 million that the Company received from the initial tranche of funds that were distributed to healthcare providers under the CARES Act.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. During the three months ended June 30, 2020, the Company revised the estimated useful life of certain non-amortizable trade names and accounted for the change prospectively as a change in accounting estimate. For further information regarding this change in accounting estimate, refer to Note 6 – Goodwill and Intangible Assets.

Reclassifications

Certain prior year amounts in the accompanying condensed consolidated financial statements and these notes have been reclassified to conform to current period presentation.

Impact of Adoption of ASU 2016-02

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)", and has modified the standard thereafter.

The Company adopted the new standard, as modified, on January 1, 2020 using the modified retrospective approach. Under the modified retrospective method, we applied the new guidance to all leases that commenced before and were existing as of January 1, 2020. As permitted under the standard, we do not recognize right of use assets or lease liabilities for leases with a term of 12 months or less. We applied practical expedients that permitted us not to reassess (i) whether expired or existing contracts contain a lease under the new standard, (ii) the lease classification for expired or existing leases, or (iii) whether previously capitalized initial direct costs would qualify for capitalization under the new standard. The adoption of ASU 2016-02 had no significant impact on our condensed consolidated statement of operations and cash flows from operating, investing and financing activities on our condensed consolidated statements of cash flows. The adoption of ASU 2016-02 impacted our June 30, 2020 condensed consolidated balance sheet including the reclassification of our deferred rent liabilities to an operating lease asset (see Note 7).

Recent Accounting Pronouncements

In January 2016, the FASB issued ASU No. 2016-01, "Financial Instruments - Overall," as amended by ASU No. 2018-03, "Technical Corrections and Improvements to Financial Instruments (Subtopic 825-10) – Recognition and Measurement of Financial Assets and Financial Liabilities" in February 2018, which among other changes in accounting and disclosure requirements, replaces the cost method of accounting for non-marketable equity securities with a model for recognizing impairments and observable price changes, and also eliminates the available-for-sale classification for marketable equity securities. Under the new guidance, other than when the consolidation or equity method of accounting is utilized, changes in the fair value of equity securities are to be recognized in earnings. The Company adopted the provisions of ASU No. 2016-01 and ASU No. 2018-03 effective for the 2019 annual reporting period. Upon adoption, the Company recognized a cumulative effect adjustment of approximately $0.8 million to retained earnings and accumulated other comprehensive income related to the unrealized gain on corporate equity securities and recognized the change in fair value on these equity securities as a component of other income (expense), net in the condensed consolidated statements of operations. For the three and six months ended June 30, 2019 corporate equity securities related unrealized gains and losses were reported as a separate component of accumulated other comprehensive income (loss).

NOTE 3 – PURCHASE TRANSACTIONS

The Company accounts for its business combinations under the fundamental requirements of the acquisition method of accounting and under the premise that an acquirer be identified for each business combination. The acquirer is the entity that obtains control of one or more businesses in the business combination and the acquisition date is the date the acquirer achieves control. The assets acquired, liabilities assumed and any noncontrolling interests in the acquired business at the acquisition date are recognized at their fair values as of that date, and the direct costs incurred in connection with the business combination are recorded and expensed separately from the business combination. Acquisitions in which the Company is able to exert significant influence but does not have control are accounted for using the equity method.

Acquired assets and assumed liabilities include, but are not limited to, accounts receivable, fixed assets, intangible assets, deferred income taxes and insurance liabilities. The valuations are based on appraisal reports, discounted cash flow analyses, actuarial analyses or other appropriate valuation techniques to determine the fair value of the assets acquired or liabilities assumed.

2018 Acquisitions

American Medical Response

On March 14, 2018, GMR completed the acquisition of all of the outstanding equity interests of AMR for a total purchase price of $2.45 billion, subject to working capital adjustments of ($60.3) million, paid in cash and rollover equity awards valued at $10.0 million. Pursuant to the AMR purchase agreement, the two parties agreed to a Section 338(h)(10) election of the Internal Revenue Code allowing GMR to achieve certain tax benefits in exchange for additional purchase consideration reflected in the total purchase price above. The Company finalized the purchase price allocation of AMR during the first quarter of 2019.

Subsequently, on October 15, 2019, GMR agreed to the assumption of certain potential tax exposures related to the AMR acquisition in exchange for a $25.0 million cash payment from the seller received in full by the end of January 2020.

AMR provides medical transportation services in 40 states and the District of Columbia, with more than 30,000 employees. GMR acquired AMR to achieve certain operational and strategic benefits. The goodwill recognized in connection with the acquisition is primarily attributable to synergies that are expected to be achieved through the integration of AMR under GMR. The total amount of goodwill that is expected to be deductible for tax purposes is $630.0 million.

The final allocation of the AMR acquisition purchase price is in the table below (in thousands):

	Value Assigned
Cash and cash equivalents	$ 1,580
Insurance collateral	106,084
Accounts receivable	394,294
Spare parts, medical supplies, and fuel	37,019
Prepaid and other current assets	64,800
Property and equipment	385,050
Intangible assets	1,039,000
Goodwill	783,831
Other assets	38,422
Accounts payable	(24,319)
Accrued wages, benefits and taxes	(97,841)
Other accrued liabilities	(152,044)
Current portion of capital lease obligations	(65)
Capital lease obligations	(1,349)
Deferred income taxes	(34,237)
Insurance reserves	(117,946)
Other long-term liabilities	(33,848)
	$ 2,388,431

Included in other accrued liabilities and other long-term liabilities is an earn-out provision related to a previous AMR acquisition of approximately $9.2 million, which was paid in full during 2019.

Other Acquisitions

During the six months ended June 30, 2020 and the year ended December 31, 2019, the Company, through its various wholly-owned subsidiaries, paid $17.0 million and $55.5 million, respectively, in cash, in total aggregate purchase consideration for other acquisitions. The Company acquired each of these companies in order to achieve certain operational and strategic benefits.

The other acquisitions completed during the six months ended June 30, 2020 and the year ended December 31, 2019 consist of the following:

Acquired Operation	Location	Date Acquired	Transportation Specialty
ABC Ambulance, LLC	Arizona	June 2020	Ground medical
Yellow Enterprise Systems, LLC (dba Yellow Ambulance Service)	Kentucky	December 2019	Ground medical
CrowdRX, Inc.	New York	December 2019	Ground medical
City Ambulance of Eureka, Inc.	California	August 2019	Ground medical
Seven Bar Aviation, LLC	Texas	May 2019	Air medical
Sunrise Air Ambulance, LLC	Arizona	April 2019	Air medical
Trans-Star Ambulance	Kentucky	April 2019	Ground medical
Cooperstown Medical Transport, Inc.	New York	March 2019	Ground medical
Life Line Emergency Medical Response Service Corporation	Illinois	February 2019	Ground medical

The Sunrise Air Ambulance, LLC acquisition was subject to an earn-out provision estimated at $0.5 million, which was received in full during the second quarter 2020.

The acquisition date fair value of the total consideration transferred and acquisition date fair value of each major class of assets and liabilities for the other acquisitions completed during the year ended December 31, 2019, including post acquisition date adjustments recorded to purchase price allocations are as follows (in thousands):

	Six Months Ended June 30, 2020	Year Ended December 31, 2019
Cash and cash equivalents	$ —	$ 729
Accounts receivable, net	—	1,755
Spare parts, medical supplies and fuel	118	530
Prepaid expenses	—	279
Other current assets	—	1,369
Property and equipment	1,132	9,252
Leased property under capital leases, net	—	8,593
Intangible assets	5,100	17,812
Goodwill	10,698	32,483
Other Assets	—	300
Accounts payable	—	(881)
Accrued wages, benefits and taxes	(48)	(1,584)
Other accrued liabilities	—	(713)
Current portion of capital lease obligations	—	(1,547)
Capital lease obligations	—	(8,817)
Long-term debt	—	(3,650)
Deferred income taxes	—	(381)
	$ 17,000	$ 55,529

In connection with the finalization of the purchase price allocations for certain acquisitions the Company made purchase price allocation adjustments that decreased goodwill by $0.7 million primarily due to an increase in spare parts, medical supplies, and fuel asset balances and a working capital adjustment. The total amount of goodwill that is expected to be deductible for tax purposes for acquisitions completed during the six months ended June 30, 2020 and the year ended December 31, 2019 is $10.7 million and $22.8 million, respectively.

The accounting for other acquisitions completed during the period from July 1, 2019 through June 30, 2020 is currently preliminary. The Company continues to obtain information relative to the fair values of the assets acquired and liabilities assumed in the transactions, which could result in material changes to the amounts allocated above. The Company expects to finalize the purchase price allocations for these other acquisitions as soon as practicable.

NOTE 4 – REVENUE RECOGNITION

The majority of our revenue is generated from fee for service patient revenue, which is derived principally through contracts originating from air and ground medical transport services provided to patients of healthcare facilities and communities served. Each transport constitutes a single performance obligation and, in most instances occur at readily determinable transaction prices. As a practical expedient, the Company adopted a portfolio approach to sources of patient revenue, applied by payor type. At this level, each portfolio shares the characteristics conducive to ensuring that the results do not materially differ from the new standard if it were to be applied to each individual patient contract related to each transport. Accordingly, there was not a change in the Company's method to recognize revenue. Subsequent changes in the customer's ability to pay, are recorded as bad debt within other operating expenses.

Other revenue primarily represents income earned from our air membership program, fire protection service contracts, standby, special event, community subsidies and income earned from our contract with the Federal Emergency Management Agency and other federal and state agencies to coordinate emergency medical services responses, net of penalties incurred related to certain contracts that are recognized as direct reduction to revenues. The transaction price for these arrangements may be fixed or variable, with determination periods generally ranging from one month to 16 months.

In these instances, the Company will estimate variable consideration at contract commencement and recognize revenue monthly on a straight-line basis, which correlates with the performance obligation to stand ready.

Estimating revenue is a complex process, largely due to the volume of transactions, the number and complexity of contracts with payors, the limited availability, at times, of certain patient and payor information at the time services are provided, and the length of time it takes for collections to fully mature. Patients are billed for services provided, and the Company receives payments for these services from patients or their third-party payors. Payments for services provided are generally less than billed charges. The Company recognizes fee for service revenue, net of contractual adjustments and discounts for uninsured patients, at the time transport services are provided. In the period services are provided, the Company estimates gross charges based on: billed services plus an estimate for unbilled services based on pending case data collected, estimates of contractual allowances based on contracted rates and historical or actual cash collections (net of recoveries), when available, and estimates of the discount for uninsured patients based on historical cash collections (net of recoveries) from uninsured patients. For third-party payors, the specific benefits provided for under each patients' healthcare plan, mandated payment rates under the Medicare and Medicaid programs, as applicable, and historical cash collections are utilized. These expected collections are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patient's healthcare plans, mandated payment rates in the case of Medicare and Medicaid programs, and historical cash collections (net of recoveries) in combination with expected collections from third party payors. In addition, the Company records net revenue from uninsured patients at an estimated realizable value based on historical cash collections (net of recoveries). The price concession includes an estimate of uncollectible balances due from uninsured patients, uncollectible co-pay and deductible balances due from insured patients and special charges, if any, for uncollectible balances due from managed care, commercial and governmental payors.

The relationship between gross charges and the transaction price recognized is significantly influenced by payor mix, as collections on gross charges may vary significantly depending on whether and with whom the patients the Company provides services to in the period are insured and the Company's contractual relationships with those payors. Payor mix is subject to change as additional patient and payor information is obtained after the period services are provided. The Company periodically assesses the estimates of unbilled revenue, contractual adjustments and discounts for uninsured patients and payor mix for a period of at least one year following the date of service by analyzing actual results, including cash collections, against estimates. Changes in these estimates are charged or credited to the consolidated statement of operations in the period that the assessment is made. Significant changes in payor mix, contractual arrangements with payors, specialty mix, acuity, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on estimates and significantly affect the results of operations and cash flows. Concentration of credit risk with respect to other payors is limited due to the large number of such payors.

In certain circumstances, federal law requires providers to render emergency medical services to any patient who requires care regardless of their ability to pay. Services to these patients are not considered to be charity care and provisions for uncompensated care for these services are estimated accordingly. Although the Company provides a level of charity care, it is not significant to the Company's net revenues.

The Company's billing and accounting systems provide historical trends of cash collections and contractual write-offs, accounts receivable agings and established fee adjustments from third-party payors. These estimates are recorded and monitored monthly as revenues are recognized. The principal exposure for uncollectible fee for service visits is from self-pay patients and, to a lesser extent, for co-payments and deductibles from patients with insurance.

Net revenue for the three and six months ended June 30, 2020 and 2019 consisted of the following (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Medicare and Medicaid	$ 332,390	$ 381,017	$ 723,230	$ 765,201
Commercial insurance and managed care (excluding Medicare and Medicaid managed care)	418,487	472,614	846,814	906,128
Self-pay	30,150	34,075	62,585	67,834
Net transport revenue	781,027	887,706	1,632,629	1,739,163
Other Revenue	319,018	147,835	486,545	281,849
Net revenue	$ 1,100,045	$ 1,035,541	$ 2,119,174	$ 2,021,012

NOTE 5 – ACCOUNTS RECEIVABLE

The Company manages accounts receivable by regularly reviewing its accounts and contracts and by providing appropriate adjustments to the estimate of the transaction price. Some of the factors considered by management in determining the adjustments are the historical trends of cash collections, contractual and uninsured write-offs, accounts receivable agings, established fee schedules, contracts with payors, changes in payor mix and procedure statistics. Actual collections of accounts receivable in subsequent periods may require changes in the estimated transaction price.

The Company tests its analysis by comparing cash collections to net fee for service revenues and monitoring self-pay utilization. In addition, when actual collection percentages differ from expected results, on a contract by contract basis, supplemental detailed reviews of the outstanding accounts receivable balances may be performed by the Company's billing operations to determine whether there are facts and circumstances existing that may cause a different conclusion as to the estimate of the collectability of that contract's accounts receivable from the estimate resulting from using the historical collection experience. Changes in these estimates, if any, are charged or credited to the consolidated statements of operations in the period of change. Material changes in estimates may result from unforeseen write-offs of patient or third-party accounts receivable, unsuccessful disputes with managed care payors, adverse macro-economic conditions which limit patients' ability to meet their financial obligations, or broad changes to government regulations that adversely impact reimbursement rates for services provided by the Company. Significant changes in payor mix, changes in contractual arrangements with payors, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on the Company's estimates and significantly affect its results of operations and cash flows. Consideration of credit risk is limited by the diversity and number of facilities, patients, payors and by the geographic dispersion of the Company's operations.

NOTE 6 – GOODWILL AND INTANGIBLE ASSETS

Goodwill consisted of the following as of June 30, 2020 (in thousands):

Balance at December 31, 2019	$ 2,164,130
Goodwill acquired	10,698
Post acquisition adjustments[1]	(742)
Balance at June 30, 2020	$ 2,174,086

(1) Post-acquisition adjustments are related to the finalization of the purchase price allocations for prior year acquisitions, as discussed in Note 3.

Intangible assets consist primarily of customer relationships and trade names. The table below illustrates the useful lives of each class of intangible assets and the remaining weighted average amortization period.

Amortizable Intangibles Assets	Estimated Useful Life	Weighted Average Amortization Period
Membership lists	15 years	9.8
Customer relationships	10-20 years	15.5
Trade names	5-10 years	1.7
Non-compete and other	5 years	3.0

Intangible assets consisted of the following at June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020			December 31, 2019		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Amortizable intangible assets						
Membership lists	$ 92,000	$ (31,740)	$ 60,260	$ 92,000	$ (28,674)	$ 63,326
Customer relationships	1,109,691	(204,173)	905,518	1,104,591	(171,096)	933,495
Trade names	63,118	(24,350)	38,768	19,598	(8,383)	11,215
Non-compete and other	6,771	(3,219)	3,552	6,771	(2,539)	4,232
Total amortizing intangible assets	1,271,580	(263,482)	1,008,098	1,222,960	(210,692)	1,012,268
Non-amortizable intangible assets						
Trade names	540,300	—	540,300	583,820	—	583,820
Certificates of need	18,400	—	18,400	18,400	—	18,400
Total non-amortizing intangible assets	558,700	—	558,700	602,220	—	602,220
Total intangibles, net	$ 1,830,280	$ (263,482)	$ 1,566,798	$ 1,825,180	$ (210,692)	$ 1,614,488

During the three months ended June 30, 2020, the Company revised the estimated useful life of certain non-amortizable trade names to a remaining estimated useful life of nine months. The change in estimated useful life was accounted for prospectively as a change in accounting estimate and resulted in additional amortization expense of $14.5 million for the three months ended June 30, 2020. Aggregate amortization of intangible assets was $33.3 million and $18.8 million for the three months ended June 30, 2020 and 2019, respectively. Aggregate amortization of intangible assets was $52.8 million and $37.1 million for the six months ended June 30, 2020 and 2019, respectively.

NOTE 7 – LEASES

On January 1, 2020, the Company adopted ASU No. 2016-02. Upon adoption, we recognized right of use assets and lease liabilities for the majority of our operating leases. We enter into operating and finance leases for aircrafts, vehicles, equipment and real estate, among other things. Lease terms are generally between one to 20 years, some of which include renewal options, and some of which include options to terminate the leases within one year. Variable lease payments were $2.4 million and $4.4 million for the three and six months ended June 30, 2020, respectively. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

We determine if an arrangement is a lease and classify that lease as either an operating or finance lease at inception. Operating leases are included in operating right-of-use assets, current portion of lease obligations and operating lease obligations on our condensed consolidated balance sheets. Finance leases are included in finance right-of-use assets, current portion of lease obligations and finance lease obligations on our condensed consolidated balance sheets. As permitted under the standard, leases with an initial term of 12 months or less are not recorded on the balance sheet and we recognize lease expense for these leases on a straight-line basis over the lease term in our condensed consolidated statements of operations.

Right of use ("ROU") assets represent our right to use an underlying asset for the lease term and lease liabilities represent the present value of our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. When our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes the impact of prepaid or deferred lease payments. The length of our lease term may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

The components of lease expense were as follows (in thousands):

	Three Months Ended June 30, 2020	Six Months Ended June 30, 2020
Operating lease cost	$ 19,471	$ 37,703
Short-term lease cost[1]	330	589
Finance lease cost:		
Amortization of right-of-use assets	13,920	29,417
Interest on lease liabilities	4,012	7,998
Total finance lease cost	17,932	37,415
Total lease costs	$ 37,733	$ 75,707

(1) Leases that have terms of 12 months or less.

Supplemental cash flow information related to leases was as follows (in thousands):

	Three Months Ended June 30, 2020	Six Months Ended June 30, 2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 18,236	$ 36,247
Operating cash flows from finance leases	$ 4,012	$ 7,998
Finance cash flows from finance leases	$ 14,416	$ 28,558
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	$ 28,862	$ 30,875
Finance leases	$ 6,643	$ 29,640
Right-of-use assets recognized at January 1, 2020, upon adoption of ASU No. 2016-02		$ 219,342

Supplemental balance sheet information related to leases was as follows (in thousands):

	June 30, 2020
Operating Leases:	
Operating right-of-use assets	$ 217,969
Current portion of lease obligations	$ 46,043
Operating lease obligations	181,874
Total operating lease liabilities	$ 227,917
Finance Leases:	
Finance right-of-use assets	$ 235,381
Accumulated amortization	(23,265)
Finance right-of-use assets, net	$ 212,116
Current portion of lease obligations	$ 51,608
Finance lease obligations	178,213
Total finance lease liabilities	$ 229,821
Weighted Average Remaining Lease Term (in years):	
Operating leases	7.14
Finance leases	4.91
Weighted Average Discount Rate:	
Operating leases	7.51%
Finance leases	5.71%

Maturities of lease liabilities as of June 30, 2020 were as follows (in thousands):

	Maturities of Lease Liabilities		
Year Ending December 31,	Operating Leases	Finance Leases	Total
2020 (remaining six months)	$ 32,439	$ 31,951	$ 64,390
2021	51,571	60,971	112,542
2022	42,616	52,893	95,509
2023	35,637	42,162	77,799
2024	29,363	32,409	61,772
Thereafter	109,083	43,841	152,924
Total lease payments	$ 300,709	$ 264,227	$ 564,936
Less: Amount representing interest	(72,792)	(34,406)	(107,198)
Total	227,917	229,821	457,738
Less: Short-term lease obligation payments	(46,043)	(51,608)	(97,651)
Total long-term lease obligations	$ 181,874	$ 178,213	$ 360,087

NOTE 8 – OTHER ACCRUED LIABILITIES

Other accrued liabilities were as follows as of June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020	December 31, 2019
Deferred membership revenue	$ 63,623	$ 66,251
Insurance reserves	67,952	60,391
Accrued legal fees and settlements	12,194	13,637
Derivative liability	42,686	8,551
Other	115,684	114,127
Total other accrued liabilities	$ 302,139	$ 262,957

NOTE 9 – LONG-TERM DEBT

Long-term debt consisted of the following as of June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020	December 31, 2019
Senior secured term loans due 2022 (4.25% and 5.04% as of June 30, 2020 and December 31, 2019, respectively)	$ 1,870,169	$ 1,879,759
Senior secured term loan due 2025 (5.25% and 6.05% as of June 30, 2020 and December 31, 2019, respectively)	1,418,625	1,425,900
Senior unsecured notes due 2023 (6.38% as of June 30, 2020 and December 31, 2019)	370,000	370,000
Unsecured term loan due 2026 (8.88% and 9.67% as of June 30, 2020 and December 31, 2019, respectively)	730,000	730,000
Other long-term debt, including promissory notes related to aircraft purchases	215,432	142,894
Total	$ 4,604,226	$ 4,548,553
Less current portion	(55,194)	(63,129)
Less unamortized deferred financing costs and debt discount	(92,613)	(105,087)
Long-term debt	$ 4,456,419	$ 4,380,337

As of June 30, 2020, the maximum available under the asset-based revolving credit facility (the "ABL Facility") was $500.0 million. As of June 30, 2020, letters of credit outstanding, which impact the available credit under the ABL Facility, were $108.7 million and the maximum amount available to draw under the ABL Facility was $391.3 million. These letters of credit primarily secure the obligations of AMR's operations. At June 30, 2020 and December 31, 2019, we had not drawn on the ABL Facility.

NOTE 10 – FAIR VALUE MEASUREMENTS

The Company classifies its financial instruments that are reported at fair value based on a hierarchal framework which ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is impacted by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1—Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. The Company does not adjust the quoted price for these assets or liabilities, which include investments held in connection with the Company's captive insurance program.

Level 2—Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Balances in this category include derivatives.

Level 3—Pricing inputs are unobservable as of the reporting date and reflect the Company's own assumptions about the fair value of the asset or liability. Balances in this category include the Company's estimate, using a combination of internal and external fair value analyses, of contingent consideration for acquisitions described in Note 3.

The Company adopted the provisions of ASU No. 2016-01 and ASU No. 2018-03 effective for the 2019 annual reporting period, which requires changes in the fair value of equity investment securities to be recognized in net income. In prior periods, the changes in the fair value of equity investment securities were recognized through accumulated other comprehensive income. Upon adoption, the Company has recognized a cumulative effect adjustment of approximately $0.8 million to retained earnings and accumulated other comprehensive income related to the unrealized loss on corporate equity securities and has recognized the change in fair value on these equity securities as a component of other income (expense), net in the consolidated statements of operations.

The following table summarizes the valuation of the Company's financial instruments by the above fair value hierarchy levels as of June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020			
Description	Level 1	Level 2	Level 3	Total
Assets:				
Available-for-sale securities	$ 97,019	$ —	$ —	$ 97,019
Marketable equity securities	16,842	—	—	16,842
Liabilities:				
Interest rate swap	—	42,686	—	42,686
Contingent consideration	—	—	670	670

	December 31, 2019			
Description	Level 1	Level 2	Level 3	Total
Assets:				
Available-for-sale securities	$ 95,531	$ —	$ —	$ 95,531
Marketable equity securities	15,659	—	—	15,659
Liabilities:				
Interest rate swap	—	45,145	—	45,145
Contingent consideration	—	—	1,598	1,598

The contingent consideration balance classified as a Level 3 liability decreased $0.9 million during the six months ended June 30, 2020 related to consideration paid under the terms of a previously completed acquisition.

Insurance Collateral

Insurance collateral is comprised of investments in U.S. Treasuries and marketable equity and debt securities held by the Company's wholly-owned captive insurance subsidiary that support the Company's insurance programs and reserves, as well as cash deposits with third parties. Certain of these investments, if sold or otherwise liquidated, would have to be replaced by other suitable financial assurances and are, therefore, considered restricted. All debt securities are designated as available-for-sale and reported at fair value with the related temporary unrealized gains and losses reported as a separate component of accumulated other comprehensive income (loss), net of deferred income tax. Declines in the fair value of a debt securities which are determined to be other-than-temporary are recognized in the statements of operations, thus establishing a new cost basis for such investment. All equity securities are carried at fair value with changes in fair value reported as a component of other income (loss), net in the consolidated statements of operations. Investment income earned on these investments is reported as a component of other income, net in the accompanying statements of operations. Realized gains and losses are determined based on an average cost basis.

Investments are generally classified within Level 1 or Level 2 of the fair value hierarchy because they are valued using quoted market prices, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency.

Insurance collateral consisted of the following as of June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020	December 31, 2019
Available-for-sale securities:		
U.S. Treasuries	$ —	$ 244
Corporate bonds/Fixed income	97,019	95,287
Total available-for-sale securities	97,019	95,531
Marketable equity securities	16,842	15,659
Cash deposits and other	24,176	12,654
Insurance Collateral	$ 138,037	$ 123,844

Amortized cost basis and aggregate fair value of the Company's available-for-sale securities as of June 30, 2020 and December 31, 2019 were as follows (in thousands):

	June 30, 2020			
	Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Description:				
U.S. Treasuries	$ —	$ —	$ —	$ —
Corporate bonds/Fixed Income	93,380	4,381	(742)	97,019
Total available-for-sale securities	93,380	4,381	(742)	97,019
Marketable equity securities	15,548	1,792	(498)	16,842
Total securities	$ 108,928	$ 6,173	$ (1,240)	$ 113,861

	December 31, 2019			
	Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Description:				
U.S. Treasuries	$ 235	$ 9	$ —	$ 244
Corporate bonds/Fixed Income	92,195	3,111	(19)	95,287
Total available-for-sale securities	92,430	3,120	(19)	95,531
Marketable equity securities	13,858	1,910	(109)	15,659
Total securities	$ 106,288	$ 5,030	$ (128)	$ 111,190

As of June 30, 2020, available-for-sale securities included corporate bonds and fixed income securities of $2.0 million with contractual maturities within one year, $41.5 million with contractual maturities extending longer than one year through five years and $53.5 million with contractual maturities extending longer than five years. Actual maturities may differ from contractual maturities as a result of the Company's ability to sell these securities prior to maturity.

The Company evaluates the investment securities available-for-sale on a quarterly basis to determine whether declines in the fair value of these securities are other-than-temporary. The evaluation consists of reviewing the fair value of the security compared to the carrying amount, the historical volatility of the price of each security, and any industry and company specific factors related to each security. There were no available-for-sale investment securities that were other-than-temporarily impaired as of June 30, 2020 and December 31, 2019.

The Company is not aware of any specific factors indicating that the underlying issuers of the corporate bonds/fixed income securities would not be able to pay interest as it becomes due or repay the principal amount at maturity. Therefore,

the Company believes that the changes in the estimated fair values of these debt securities are related to temporary market fluctuations and the Company does not intend to dispose of these investments. Additionally, the Company is not aware of any specific factors which indicate the unrealized losses on the investments in corporate equity securities are due to anything other than temporary market fluctuations.

The Company realized net losses of $1.3 million and less than $0.1 million on the sales and maturities of available-for-sale securities for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively.

Debt

Based on management's estimates, the carrying value of the unsecured term loan and other long-term debt approximates fair value as of June 30, 2020 and December 31, 2019. The fair value of the Company's Senior Secured Term Loans and Senior Unsecured Acquisition Notes was approximately $3,514.5 million and $3,564.9 million and the outstanding principal amount was $3,658.8 million and $3,675.7 million as of June 30, 2020 and December 31, 2019, respectively. The Company's debt is classified as Level II in the fair value hierarchy. For all other financial instruments including cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses, the carrying amounts approximate fair value due to the short maturity of those instruments.

NOTE 11 – DERIVATIVE INSTRUMENTS

All derivative instruments are recorded on the balance sheet at fair value. The Company uses derivative instruments to manage risks associated with interest rate volatility. All hedging instruments that qualify for hedge accounting are designated and effective as hedges, in accordance with GAAP. If the underlying hedged transaction ceases to exist, all changes in fair value of the related derivatives that have not been settled are recognized in current earnings. Instruments that do not qualify for hedge accounting and the ineffective portion of hedges are marked to market with changes recognized in current earnings. The Company does not hold or issue derivative financial instruments for trading purposes and is not a party to leveraged derivatives. The Company's interest rate swaps are measured utilizing pricing models whereby all significant inputs are either observable or corroborated by observable market data.

On April 9, 2018, the Company entered into three interest rate swap agreements with effective dates of May 8, 2018, April 5, 2019, and April 5, 2020 that mature on April 5, 2019, 2020 and 2021, respectively. The swap agreements are with a major financial institution and effectively convert a total of $3.9 billion, $3.6 billion and $3.2 billion, respectively, in variable rate debt to fixed rate debt with interest rates ranging from 2.21% to 2.76%. The Company will continue to make interest payments based on the variable rate associated with the debt (based on LIBOR, subject to 1.0% floor) and will periodically settle with its counterparties for the difference between the rate paid and the fixed rate. The interest rate swap agreement with an effective date of May 8, 2018 matured on April 5, 2019 and with an effective date on April 5, 2019 matured on April 5, 2020. These swaps will have no further periodic settlements with its counterparties for the difference between the rate paid and the fixed rate. The Company recorded a current liability in the amount of $42.7 million as of June 30, 2020, with changes in fair value recorded as a component of other comprehensive income (loss) before applicable tax impacts. Settlement of interest rate swap agreements are included in interest expense. During the three months ended June 30, 2020 and 2019, $14.1 million and $1.2 million of other comprehensive gain was reclassified into interest expense, respectively. During the six months ended June 30, 2020 and 2019, $23.1 million of other comprehensive gain and $1.6 million of other comprehensive loss was reclassified into interest expense.

Equipment

AMR I maintains a complete inventory of equipment and supplies adequate for providing the requested medical support. This includes, but is not limited to Bag-Valve-Masks (BVM), suction equipment, blood pressure supplies, Automated External Defibrillators, IV start kits and a life support trauma kit equipped with bandaging and splinting supplies including cervical, thoracic and immobilization devices. All equipment will comply with all applicable medical standards and is subject to your ultimate approval. Below, we have described a few of our modern equipment enhancements:

- **INDUSTRY-LEADING VENTILATORS:** AMR uses a variety of state-of-the-art ventilators that support infant, pediatric, and adult patients, providing a wide range of ventilation therapies to meet demanding patient needs, including volume control, pressure control, pressure support, and spontaneous breath types.



- **BATTERY-POWERED STRETCHERS:** we will use the Stryker Power-PRO XT Powered X-Frame stretchers for transports, which will include the XPS (Expandable Patient Surface) upgrade. These modified stretchers provide for larger surfaces, making it safer and more comfortable for larger patients. They also include an innovative battery-powered hydraulic system that raises and lowers the cot at the touch of a button. We also utilize Stair-Pro 6252 cots and standard bariatric cots for transports.



- **DEFIBRILLATORS/MONITORS** AMR proposes the use of Physio-Control LIFEPAK 15 monitor/defibrillators on our front-line vehicles. This combination 12-lead heart monitor and defibrillator is a state-of-the-art, comprehensive patient monitoring system incorporating multiple new algorithms to support decision-making in the field or in consultation with the hospitals.



- **TRAUMA KITS / JUMP BAGS:** AMR stocks high-quality, weather- and wear-resistant medic kits and drug boxes with a sufficient quantity of supplies necessary for our team to administer care consistent with system protocols during a traditional work shift.

Purchasing Power

As a national company, we can tap into unparalleled resources and take advantage of large-scale purchasing agreements with industry-leading manufacturers. For decades, we have established healthy relationships with Ford Motor Company, Physio-Control, Stryker Corporation, and more.

This allows us to provide City/County residents with the latest clinical equipment and advancements and offer unique purchasing power to the City/County and its first responder agencies.

I. The provider must provide six (6) dedicated ambulances to the City and the County at all times. Three (3) units will cover all emergency medical calls within the city limits and an additional three (3) units shall provide coverage for all county emergency medical calls.

AMR proposes an alternative model to meet the needs of the City/County. Please refer to requirement #9.

ATTACHMENTS

1. *Financials*
2. *Sample Reports*
3. *Insurance*

NOTE 12 – OTHER COMPREHENSIVE INCOME (LOSS)

The following table presents the tax effect on each component of "Other comprehensive income (loss)" for the three months ended June 30, 2020 and 2019, respectively (in thousands):

	For the Three Months Ended June 30, 2020			For the Three Months Ended June 30, 2019		
	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount
Unrealized gains (losses) on derivative financial instruments	$ 12,905	$ (3,149)	$ 9,756	$ (24,066)	$ 6,084	$ (17,982)
Unrealized holding gains (losses) on investments	6,840	(1,511)	5,329	1,449	(320)	1,129
Other comprehensive income (loss)	$ 19,745	$ (4,660)	$ 15,085	$ (22,617)	$ 5,764	$ (16,853)

The following table presents the tax effect on each component of "Other comprehensive income (loss)" for the six months ended June 30, 2020 and 2019, respectively (in thousands):

	For the Six Months Ended June 30, 2020			For the Six Months Ended June 30, 2019		
	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount
Unrealized gains (losses) on derivative financial instruments	$ 2,460	$ (600)	$ 1,860	$ (42,177)	$ 10,663	$ (31,514)
Unrealized holding gains (losses) on investments	538	(119)	419	3,964	(876)	3,088
Defined benefit pension plan net gains (losses)	—	(15)	(15)	—	—	—
Other comprehensive income (loss)	$ 2,998	$ (734)	$ 2,264	$ (38,213)	$ 9,787	$ (28,426)

The "Accumulated other comprehensive income (loss)" is detailed in the following table, net of tax (in thousands):

Accumulated Other Comprehensive Income (Loss)	Unrealized gains (losses) on derivative financial instruments	Unrealized holding gains (losses) on investments	Defined benefit pension plan net gains (loss)	Total
Balance at December 31, 2018	$ (6,105)	$ (870)	$ 4,954	$ (2,021)
Other comprehensive income (loss) before reclassification	(10,705)	1,930	—	(8,775)
Amounts reclassified from accumulated other comprehensive income (loss)	(2,827)	29	—	(2,798)
Balance at March 31, 2019	$ (19,637)	$ 1,089	$ 4,954	$ (13,594)
Other comprehensive income (loss) before reclassification	(22,420)	1,212	—	(21,208)
Amounts reclassified from accumulated other comprehensive income (loss)	4,438	(83)	—	4,355
Balance at June 30, 2019	$ (37,619)	$ 2,218	$ 4,954	$ (30,447)
Balance at December 31, 2019	$ (34,136)	$ 2,415	$ 3,108	$ (28,613)
Other comprehensive income (loss) before reclassification	1,150	(607)	(15)	528
Amounts reclassified from accumulated other comprehensive income (loss)	(9,047)	(4,302)	—	(13,349)
Balance at March 31, 2020	$ (42,033)	$ (2,494)	$ 3,093	$ (41,434)
Other comprehensive income (loss) before reclassification	23,776	15,277	—	39,053
Amounts reclassified from accumulated other comprehensive income (loss)	(14,020)	(9,948)	—	(23,968)
Balance at June 30, 2020	$ (32,277)	$ 2,835	$ 3,093	$ (26,349)

NOTE 13 – STOCK COMPENSATION PROGRAM

On April 28, 2015, the Board of Directors of our Parent approved and adopted the GMR Buyer Corp. 2015 Stock Incentive Plan, formerly known as the AMGH Buyer Corp. 2015 Stock Incentive Plan (the "2015 Equity Plan"). The 2015 Equity Plan authorizes equity award options to be granted to management and other personnel and key service providers. Exclusive of rollover options, the total number of shares of Parent Common Stock authorized for issuance under the 2015 Equity Plan is 27,010,114 shares. As of June 30, 2020, a total of 25,589,595 stock options, exclusive of rollover options, were issued and outstanding.

In addition to the 2015 Equity Plan awards noted above, there are 2,803,180 of rollover options which were granted to option holders under a predecessor stock compensation plan in exchange for previously vested options. The rollover options are fully vested and have an exercise price of $1.25 per share. As the rollover options are fully vested, there are no compensation charges associated with such options. On March 14, 2018, upon completion of the AMR acquisition, certain outstanding fully-vested options held by an AMR employee prior to the close of operations were replaced with 1,626,016 options to purchase shares of Parent common stock with a per share grant date fair value of $6.18. These rollover options vested immediately and were included as part of the purchase consideration transferred for AMR.

Grants of new options comprise both time-based options and performance-based options. Time-based options generally vest based solely on continued service in equal increments of 20% on each anniversary of the grant date. Performance-based options vest if certain predetermined performance targets based on the investment returns of the Sponsor stockholders, as defined in the 2015 Equity Plan, are met at the time of a liquidity event, as defined in the 2015 Equity

Plan. The 2015 Equity Plan contains provisions that permit an adjustment of the number of shares of common stock represented by each option for any change in capitalization.

The issued and outstanding awards include 9.6 million stock options granted upon completion of the AMR acquisition with a weighted average per share grant date fair value of $2.53. Of the new options granted, approximately 50% are time-based options and the remaining options are performance based.

Stock-based employee compensation expense was $1.6 million and $2.9 million for the three and six months ended June 30, 2020, compared to $2.4 million and $4.0 million for the same prior year period. These amounts relate solely to the Company's time-based options. No expense has been recorded with respect to performance-based stock options, as those options have vesting conditions that are subject to the achievement of investment returns by the stockholders at the time of a liquidity event, as defined in our 2015 Equity Plan. This performance condition is not treated as probable of occurring until the liquidity event transpires.

NOTE 14 – INSURANCE RESERVES

Insurance reserves are established for automobile, workers' compensation, general liability and professional liability claims utilizing policies with both fully-insured and self-insured components. This includes the use of an off-shore captive insurance program through a wholly-owned subsidiary, GMR Insurance Services, Ltd. (formerly known as AMR Insurance Services, Ltd.). In other instances where the Company has obtained third-party insurance coverage, the Company normally retains liability for the first $1 to $3 million of the loss. Insurance reserves cover known claims and incidents within the level of retention that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from activities through June 30, 2020.

Reserves are established for claims based upon an assessment of claims reported and claims incurred but not reported. The reserves are established based on consultation with a third-party independent actuary using actuarial principles and assumptions that consider a number of factors, including historical claim payment patterns (including legal costs), changes in case reserves and the assumed rate of inflation in health care costs and property damage repairs.

Provisions for insurance expense included in the condensed consolidated statements of operations include annual provisions determined in consultation with third-party actuaries and premiums paid to third-party insurers.

The table below summarizes the non-health and welfare insurance reserves included in the accompanying condensed consolidated balance sheet at June 30, 2020 and December 31, 2019 (in thousands):

	June 30, 2020			December 31, 2019		
	Accrued Liability	Insurance Reserves	Total Liability	Accrued Liability	Insurance Reserves	Total Liability
Automobile	$ 23,744	$ 52,214	$ 75,958	$ 21,010	$ 47,804	$ 68,814
Workers' compensation	32,048	58,103	90,151	28,413	60,997	89,410
General/ Professional Liability	12,160	23,920	36,080	10,968	20,560	31,528
	$ 67,952	$ 134,237	$ 202,189	$ 60,391	$ 129,361	$ 189,752

The changes to the Company's estimated losses under insurance programs as of June 30, 2020 were as follows (in thousands):

	June 30, 2020	December 31, 2019
Balance, beginning of period	$ 189,752	$ 163,995
Expense for current period reserves	40,720	77,039
Unfavorable (favorable) changes to prior reserves	3,800	5,986
Change in losses covered by commercial insurance programs	(3,027)	(1,915)
Increase in reserves from acquisitions	—	120
Payments for claims	(29,056)	(55,473)
Balance, end of period	$ 202,189	$ 189,752

NOTE 15 – RELATED-PARTY TRANSACTIONS

On April 28, 2015, investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P. ("KKR") acquired 100% of the equity interest of the Company. The Company executed a monitoring agreement with KKR, which became effective on April 28, 2015. The monitoring agreement will be in effect from year to year unless amended or terminated by consent of all of the parties. In the event of a consummation of a change in control of, or initial public offering by the Company, the monitoring agreement will be automatically terminated, unless the Company otherwise elects to continue the monitoring agreement.

Pursuant to the monitoring agreement, the Company pays KKR a fee equal to 1% of EBITDA for the prior fiscal year, payable in quarterly installments in arrears at the end of each fiscal quarter. The Company incurred an advisory fee of $1.9 million and $3.8 million for the three and six months ended June 30, 2020, compared to $1.6 million and $3.2 million for the same prior year period. The fees are included in the "Other operating expenses" caption on the condensed consolidated statements of operations.

Additionally, KKR Capital Markets LLC ("KCM"), an affiliate of KKR, and Capstone provided for the arrangement and syndication of the Unsecured Term Loan, and operational support, procurement diagnostics, and due diligence support, respectively. In consideration for these services, the Company paid KCM and Capstone $0.7 million and $0.8 million for the three and six months ended June 30, 2019. There were no payments paid to KCM and Capstone for the three and six months ended June 30, 2020.

NOTE 16 – LEGAL MATTERS

In March 2017, Rural Metro of Florida received a Civil Investigative Demand from the U.S. Attorney Office for the Middle District of Florida (DOJ) requesting documentary materials and written interrogatories related to the Rural Metro of Florida's provision of services to a number of Medicare beneficiaries from September 2010 to present. In March 2019, the DOJ presented their view of potential overpayments relating to the submission of basic life support ambulance transport claims billed to the Medicare Program and potential liability under the Federal Civil False Claims Act ("FCA"). Under the FCA, the United States government has the right to seek up to three times the amount paid by the Medicare Program plus additional civil monetary penalties on a per claim basis. The DOJ has offered to settle the matter; however, no written demand has been made on the Company. The Company vigorously disputes the Government's claims that any overpayments, even if substantiated, forms the basis of FCA violation (including any applicable fines or penalties). There is a tolling agreement in effect until September 29, 2020. The Company is currently in settlement negotiations with the DOJ. At this time, the Company is uncertain as to the amount of any type of loss related to this matter, however we believe the outcome will not have a material adverse impact on our results of operations.

The Company is involved in other litigation arising in the ordinary course of business. Management believes the outcome of these legal proceedings will not have a material adverse impact on its financial condition, results of operations or liquidity.

NOTE 17 – SUBSEQUENT EVENTS

The Company has evaluated new information and events through August 10, 2020, which is the date these condensed consolidated financial statements were available to be issued, to determine the need to either update these condensed consolidated financial statements or to provide additional disclosures about those events. No additional disclosures were deemed necessary by the Company, except as noted below.

The continued spread of COVID-19 in the areas in which we operate could adversely affect our business. The transport and treatment of highly contagious COVID patients in our aircraft or ground ambulance units or the exposure of our employees during the normal course of their personal and professional lives may result in a temporary shutdown of portions of operations, the diversion of patients, quarantine of staff, or staffing shortages. There may also be disruptions or delays in production and delivery of materials and products in the supply chain. The current corona virus outbreak, or any actions governmental authorities take in connection with COVID-19 may result in a decrease in demand for our services and could adversely impact our business. The potential impact of the outbreak with respect to our markets or our business is difficult to predict.

CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

This report includes forward-looking statements regarding, among other things, our plans, strategies and prospects, both business and financial. Any statements made in this report that are not statements of historical fact, including statements concerning our expectations for future events, future financial performance or events or developments that management expects or anticipates will or may occur in the future, are forward-looking statements.

You should not place undue reliance on these forward-looking statements, which are based on currently available information and management's current expectations and beliefs about future events or future financial performance. We have attempted to identify forward-looking statements by words such as "anticipate," "believe," "can," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "should" or other comparable terminology. However, such terminology is not the exclusive means of identifying forward-looking statements and its absence does not mean that the statement is not forward-looking.

Although we believe the expectations and beliefs reflected in the forward-looking statements are reasonable, such statements speak only as of the date of this report, and we disclaim any intent or obligation to update any of the forward-looking statements after such date unless required by law.

Forward-looking statements are not guarantees of future performance or results, and involve inherent risks and uncertainties such as those described below that could cause actual results to materially differ from those predicted in such forward-looking statements:

- our dependence on the number of patient transports we conduct and the factors adversely impacting our number of patient transports;
- adverse weather conditions;
- changes in our payor mix;
- our dependence on government and private insurance programs for a substantial portion of our revenue;
- limits on our ability to collect price increases from private insurance providers;
- increases in fuel costs;
- the substantial capital expenditures and working capital requirements of our business and the availability of aircraft lease financing;
- the grounding of our aircraft due to airworthiness directives and service bulletins;
- our dependence on a limited number of third party suppliers;
- our ability to attract and retain qualified personnel, especially in areas where minimum wage laws have increased wages and in areas that are at or near full employment;
- retention of our senior management;
- competition from other air and ground medical service providers;
- general economic conditions and the demand for our services;
- risks associated with our emphasis on servicing rural communities;

- any work stoppages and/or further unionization of our workforce;
- accidents or other incidents involving our aircraft, ground ambulance units or aircraft in our industry generally;
- limitations under our insurance coverage and the financial condition of our insurance providers;
- inherent uncertainties around our reserves for losses under our insurance program;
- natural disasters and terrorist activity;
- our ability to integrate acquisitions especially related to people, processes, and information technology;
- impairment of our goodwill or other intangible assets;
- our obligations relating to aircraft leases and aircraft purchase commitments;
- potential cybersecurity incidents resulting in the loss of critical and confidential information;
- potential loss of existing contracts;
- a pandemic, epidemic or outbreak of an infectious disease in the markets in which we operate or otherwise impacts our transport;
- increased regulations and our ability to comply with regulations relating to our industry;
- our compliance with applicable laws and government regulations and potential incurrence of penalties or requirements to make significant changes to our operations;
- our compliance with regulations relating to the manner in which we bill and are paid for our services;
- our compliance with recently enacted amendments to federal privacy and security laws;
- impacts of recent healthcare reform legislation and other changes in the healthcare industry and in healthcare spending;
- impacts of proposed legislation relating to surprise medical billing in emergency situations;
- changes in the rates or methods of third party reimbursement for our services, including due to political discord in the budgeting process outside of our control;
- potential loss or suspension of licenses or accreditations; and
- our compliance with environmental regulations and liability arising out of environmental conditions.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our annual report for the year ended December 31, 2019 and the condensed consolidated financial statements and the related notes included elsewhere in this report. This discussion contains forward-looking statements that are based on the beliefs of our management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed above and elsewhere in this report, particularly in "Risk Factors."

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Net revenue	$ 1,100,045	$ 1,035,541	$ 2,119,174	$ 2,021,012
Operating expenses:				
Employee wages, benefits and taxes	575,369	548,308	1,151,968	1,081,672
Maintenance, fuel and other direct expenses	73,502	80,965	159,266	157,731
Insurance expense	32,402	28,014	69,533	53,641
Other operating expenses	219,790	184,703	422,233	376,933
Governmental grants	(51,656)	—	(51,656)	—
Depreciation and amortization	96,422	78,327	179,920	153,900
Acquisition, integration and other charges	12,934	18,106	29,654	24,454
Total operating expenses	958,763	938,423	1,960,918	1,848,331
Operating income	141,282	97,118	158,256	172,681
Interest expense, net	90,662	88,880	178,488	172,445
Equity in earnings of unconsolidated affiliates	(76)	119	111	347
Other income (loss), net	1,564	189	(2,758)	941
Net income (loss) before income taxes	52,108	8,546	(22,879)	1,524
Income tax (benefit) expense	18,541	2,513	(14,146)	582
Net income (loss)	$ 33,567	$ 6,033	$ (8,733)	$ 942

Three Months Ended June 30, 2020 Compared to Three Months Ended June 30, 2019

Results of Operations

We reported net income of $33.6 million for the three months ended June 30, 2020, compared to 6.0 million for the same prior year period. Operating income for the three months ended June 30, 2020 was $141.3 million, an increase of $44.2 million over the same prior year period. The increase year over year in operations was primarily attributable to our deployment related contracts and operating cost mitigation.

Revenue

Total revenue for the three months ended June 30, 2020 was $1,100.0 million compared to $1,035.5 million for the three months ended June 30, 2019. Net transport revenue decreased $106.7 million to $781.0 million compared to $887.7 million for the same prior year period, driven by decreased total ambulance transport volume of 18% primarily related to the reduced demand environment caused by COVID-19. Other revenue increased $171.2 million to $319.0 million for the three months ended June 30, 2020, compared to $147.8 million for the same prior year period. Other revenue consists primarily of contract revenue and other revenue, as well as membership subscription fees, including fire protection service contracts. Contract and other revenue represents income earned from stand by, special event, community subsidies, and income earned from deployments, including our contract with the Federal Emergency Management Agency ("FEMA") other federal and state agencies to coordinate emergency medical services responses. Membership subscription fees, which are generally received in advance, are deferred and recognized on a straight-line basis over the term of the subscription

agreement. The increase is primarily due to net revenue from deployments, including FEMA and other federal and state agencies, year over year.

Operating Expenses

Employee wages, benefits and taxes. Employee wages, benefits and taxes expense increased $27.1 million to $575.4 million for the three months ended June 30, 2020, compared to $548.3 million for the same prior year period. The period over period increase was driven by COVID-19 related deployment activity net of decreased volume impacts, merit and other wage adjustments to attract and retain staff, and growth of our business.

Maintenance, fuel and other direct expenses. Maintenance, fuel and other direct expenses decreased $7.5 million to $73.5 million for the three months ended June 30, 2020, compared to $81.0 million for the same prior year period. The decrease was primarily driven by decreased fuel costs as a result of transport volume declines, partially offset by increased medical supply expenses.

Insurance expense. Insurance expense increased $4.4 million to $32.4 million for the three months ended June 30, 2020, compared to $28.0 million for the same prior year period, driven primarily by increased third-party premium renewal rates in addition to unfavorable development in prior policy year auto and professional liability claims.

Other operating expenses. Other operating expenses increased $35.1 million to $219.8 million for the three months ended June 30, 2020, compared to $184.7 million for the same prior year period. Other operating expenses primarily consist of outside services expense and general and administrative expense. Outside services expense increased $30.1 million to $87.9 million for the three months ended June 30, 2020, compared to $57.8 million for the same prior year period. General and administrative expense increased $5.0 million to $131.9 million for the three months ended June 30, 2020, compared to $126.9 million for the same prior year period. The increases were primarily due to deployment activities, partially offset by certain cost savings initiatives implemented during the period.

Governmental grants. For the three months ended June 30, 2020, Company received provider relief funds approximating $51.7 million from the United States Department of Health and Human Services provided to eligible healthcare providers out of the $100 billion Public Health and Social Services Emergency Fund provided for in the CARES Act for related expenses or lost revenues that are attributable to the COVID-19 pandemic. The fund payments are grants, not loans, and HHS will not require repayment, but providers are restricted and the funds must be used only for grant approved purposes.

Depreciation and amortization. Depreciation and amortization expenses increased $18.1 million to $96.4 million for the three months ended June 30, 2020, compared to $78.3 million for the same prior year period. Depreciation expense of property and equipment increased $4.6 million to $49.2 million and depreciation and amortization of finance right-of-use assets decreased $1.0 million to $13.9 million during the second quarter of 2020 compared to the same prior year period. Amortization expense increased $14.5 million to $33.3 million, compared to $18.8 million for the same prior year period.

Acquisition, integration and other charges. Acquisition, integration and other charges decreased $5.2 million to $12.9 million for the three months ended June 30, 2020, compared to $18.1 million for the same prior year period. The period over period decrease was primarily due to the timing of ongoing system and other integration efforts.

Other Expenses. Interest expense increased $1.8 million to $90.7 million for the three months ended June 30, 2020, compared to $88.9 million for the same prior year period. The increase was primarily driven by a higher fixed rate under the Company's current interest rate swap agreement, as well as additional aircraft capital leases and promissory notes.

Income Taxes. Income tax expense of $18.5 million was recorded for the three months ended June 30, 2020, compared to an income tax expense of $2.5 million for the same prior year period. Our effective tax rate was 35.6% for the three months ended June 30, 2020, compared to an effective tax rate of 29.4% for the same prior year period. The difference in our effective tax rate is primarily due to an increase in non-deductible political expenses.

Six Months Ended June 30, 2020 Compared to Six Months Ended June 30, 2019

Results of Operations

We reported net loss of $8.7 million for the six months ended June 30, 2020, compared to net income of $0.9 million for the same prior year period. Operating income for the six months ended June 30, 2020 was $158.3 million, a decrease of $14.4 million over the same prior year period. The decrease year over year in operations was primarily attributable to unmitigated costs associated with operations that were materially impacted by the abrupt reduced demand environment that began in mid-March caused by COVID-19 from stay-at-home orders, material declines in elective surgery procedures from certain government mandates and other similar COVID-19 regulations, partially offset by deployment related activities and operating cost mitigation during the second quarter of 2020.

Revenue

Total revenue for the six months ended June 30, 2020 was $2,119.2 million compared to $2,021.0 million for the six months ended June 30, 2019. Net transport revenue decreased $106.5 million to $1,632.7 million compared to $1,739.2 million for the same prior year period, driven by a decrease in total ambulance transport volume of 10%. Other revenue increased $204.7 million to $486.5 million for the six months ended June 30, 2020, compared to $281.8 million for the same prior year period. Other revenue consists primarily of contract revenue and other revenue, as well as membership subscription fees, including fire protection service contracts. Contract and other revenue represents income earned from stand by, special event, community subsidies, and income earned from deployments, including our contract with FEMA and other federal and state agencies to coordinate emergency medical services responses. Membership subscription fees, which are generally received in advance, are deferred and recognized on a straight-line basis over the term of the subscription agreement. The increase is primarily due to net revenue from deployments, including FEMA and other federal and state agencies, year over year.

Operating Expenses

Employee wages, benefits and taxes. Employee wages, benefits and taxes expense increased $70.3 million to $1,152.0 million for the six months ended June 30, 2020, compared to $1,081.7 million for the same prior year period. The period over period increase was driven by COVID-19 related deployment activity, merit and other wage adjustments to attract and retain staff, and growth of our business.

Maintenance, fuel and other direct expenses. Maintenance, fuel and other direct expenses increased $1.6 million to $159.3 million for the six months ended June 30, 2020, compared to $157.7 million for the same prior year period. The increase was primarily driven by the purchase of COVID-19 related medical supplies in addition to the timing of heavy aircraft maintenance events, partially offset by decreased fuel costs.

Insurance expense. Insurance expense increased $15.9 million to $69.5 million for the six months ended June 30, 2020, compared to $53.6 million for the same prior year period, driven primarily by unfavorable development in prior policy year auto and professional liability claims and increased third-party premium renewal rates.

Other operating expenses. Other operating expenses increased $45.3 million to $422.2 million for the six months ended June 30, 2020, compared to $376.9 million for the same prior year period. Other operating expenses primarily consist of outside services expense and general and administrative expense. Outside services expense increased $37.2 million to $149.7 million for the six months ended June 30, 2020, compared to $112.5 million for the same prior year period. General and administrative expense increased $8.1 million to $272.5 million for the six months ended June 30, 2020, compared to $264.4 million for the same prior year period. The increases were primarily due to deployment activities and the growth of our business through acquisitions, partially offset by certain cost savings initiatives implemented during the period.

Governmental grants. For the six months ended June 30, 2020, Company received provider relief funds approximating $51.7 million from the United States Department of Health and Human Services provided to eligible healthcare providers out of the $100 billion Public Health and Social Services Emergency Fund provided for in the CARES Act for related

expenses or lost revenues that are attributable to the COVID-19 pandemic. The fund payments are grants, not loans, and HHS will not require repayment, but providers are restricted and the funds must be used only for grant approved purposes.

Depreciation and amortization. Depreciation and amortization expenses increased $26.0 million to $179.9 million for the six months ended June 30, 2020, compared to $153.9 million for the same prior year period. Depreciation expense of property and equipment increased $9.8 million to $97.7 million and depreciation and amortization of finance right-of-use assets increased $0.5 million to $29.4 million during the first half of 2020 compared to the same prior year period. Amortization expense of intangible assets increased $15.7 million to $52.8 million, compared to $37.1 million for the same prior year period.

Acquisition, integration and other charges. Acquisition, integration and other charges increased $5.2 million to $29.7 million for the six months ended June 30, 2020, compared to $24.5 million for the same prior year period. The period over period increase was primarily due to the timing of ongoing system and other integration efforts in addition to expenditures related to surprise medical billing legislation.

Other Expenses. Interest expense increased $6.1 million to $178.5 million for the six months ended June 30, 2020, compared to $172.4 million for the same prior year period. The increase was primarily driven by a higher fixed rate under the Company's current interest rate swap agreement, as well as additional aircraft capital leases and promissory notes.

Income Taxes. Income tax benefit of $14.1 million was recorded for the six months ended June 30, 2020, compared to an income tax expense of $0.6 million for the same prior year period. Our effective tax rate was 61.8% for the six months ended June 30, 2020, compared to an effective tax rate of 38.2% for the same prior year period. The difference in our effective tax rate is primarily driven by the discrete tax benefit of the CARES Act enacted March 27, 2020.

Liquidity and Capital Resources

As of June 30, 2020, we had cash and cash equivalents totaling $373.5 million. As of June 30, 2020, the maximum available under the ABL Facility was $500.0 million. As of June 30, 2020, letters of credit outstanding, which impact the available credit under the ABL Facility, were $108.7 million. Our borrowing capacity, after giving effect to the letters of credit, was $391.3 million as of June 30, 2020. These letters of credit primarily secure the obligations of AMR's operations. As of June 30, 2020, we had not drawn on the ABL Facility.

Historical Cash Flow Information

Six Months Ended June 30, 2020 Compared to Six Months Ended June 30, 2019

The following summarizes our primary sources (uses) of cash for the periods presented:

	Six Months Ended June 30, 2020	2019
Cash flows provided by (used in) operating activities	$ 262,853	$ 97,177
Cash flows provided by (used in) investing activities	(115,431)	(132,165)
Cash flows provided by (used in) financing activities	15,140	(56,886)
Total	$ 162,562	$ (91,874)

Operating activities. Cash provided by operating activities increased $165.7 million to $262.9 million for the six months ended June 30, 2020, compared to $97.2 million for the same prior year period. The increase in operating cash flow was primarily driven by cash collections for deployment related activities, the receipt of the governmental grant and the deferral of certain employer payroll taxes under the CARES Act, and the receipt of a cash payment for the assumption of certain potential tax exposures related to the AMR acquisition.

Investing activities. Cash used in investing activities decreased $16.8 million to $115.4 million for the six months ended June 30, 2020, compared to $132.2 million for the same prior year period. The decrease was primarily driven by acquisition activity and the purchase of marketable securities by our wholly-owned captive entity during 2019.

Financing activities. Cash provided by financing activities increased $72.0 million to $15.1 million for the six months ended June 30, 2020, compared to cash used in financing of $56.9 million for the same prior year period. The increase was primarily driven by proceeds from the issuance of long-term aircraft debt.

Off-Balance-Sheet Arrangements

We do not have any off-balance-sheet arrangements not reflected in our financial statements and footnotes.

We provide indemnification provisions in certain of our agreements with customers and our leases of real estate in the ordinary course of our business. With respect to customer agreements, these provisions may obligate us to indemnify and hold harmless the customer against losses, expenses, liabilities, and damages that are awarded against the customer in the event our operations cause certain losses, including as a result of medical malpractice and environmental issues.

Liquidity Arrangements

Our primary source of liquidity is cash flows provided by operating activities of our subsidiaries. The Company and its subsidiaries also have the ability to use the ABL Facility, described in Note 9, to supplement cash flows provided by operating activities, for strategic or operating reasons. Our primary liquidity requirements are to reduce our debt, to fund potential acquisitions and for other general corporate purposes. Our significant uses of cash and capital funding needs are capital expenditures, including purchases of new aircraft and vehicles, acquisitions, working capital, operating expenses and amounts due on our debt obligations.

Based on management's estimates, the carrying value of the unsecured term loan and other long-term debt approximates fair value as of June 30, 2020 and December 31, 2019. The Company estimates the fair value of its senior secured term loans and senior unsecured notes based on an analysis in which the Company evaluates market conditions, related securities and other publicly available information (Level 2, as defined in Note 10). The estimated fair value of the senior secured term loans and senior unsecured notes as of June 30, 2020 and December 31, 2019, was $3,514.5 million and $3,564.9 million, respectively, with carrying amounts of $3,658.8 million and $3,675.7 million, respectively.

For all other financial instruments including cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, insurance collateral, capital lease obligations, and other long-term liabilities, the carrying amounts approximate fair value due to the short maturity of those instruments.

We expect operating cash flows and borrowings under the ABL Facility will provide sufficient working capital to operate our business, to make expected capital expenditures and to meet foreseeable liquidity requirements, including debt service on our long-term debt, in the next twelve months. We expect to use cash provided by operations in excess of amounts needed for capital expenditures and required debt repayments to reduce our debt, to fund potential acquisitions or for other general corporate purposes. Our ability to meet future working capital, capital expenditure and debt service requirements will depend on our future financial performance, which will be affected by a range of economic, competitive and business factors, particularly interest rates and changes in our industry and general economic factors, many of which are outside of our control.

Critical Accounting Policies and Estimates

In the ordinary course of business, we make a number of estimates and assumptions relating to the reporting of results of operations and financial condition in the preparation of our financial statements in conformity with U.S. generally accepted accounting principles. Actual results could differ significantly from those estimates under different assumptions and conditions. Our most critical accounting policies are those that are most important to the portrayal of our financial condition and results and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. For a discussion of our significant accounting policies and estimates, please refer to Management's Discussion and Analysis of Financial Condition and Results of Operations and Notes to Consolidated Financial Statements presented in our 2019 Annual Report. We continue to monitor our accounting policies to ensure proper application of current rules and regulations.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to market risk primarily from exposure to changes in interest rates based on our financing, investing and cash management activities. We utilize a balanced mix of maturities along with both fixed rate and variable rate debt and interest rate swaps to manage our exposures to changes in interest rates. Our variable rate debt instruments are primarily indexed to LIBOR. Interest rate changes would result in gains or losses in market value of our fixed rate debt portfolio due to differences in market interest rate and the rates at the inception of the debt agreements. Based upon our indebtedness at June 30, 2020, a 100 basis point interest rate change would impact our net earnings and cash flow by approximately $39.3 million annually before offsets from interest rate swaps. Although there can be no assurances that interest rates will not change significantly, we do not expect changes in interest rates to have a material effect on our net earnings or cash flows in 2020.

Our cost of operations is affected by changes in the price and availability of fuel. The average cost of aircraft fuel per gallon for the three and six months ended June 30, 2020 decreased 18.6% and 9.1%, respectively, compared to the same prior year period. The average cost of vehicle fuel per transport for the three and six months ended June 30, 2020 increased 11.9% and 1.8%, respectively, compared to the same prior year period. Patient transport volume for our operations can vary due to weather conditions and other factors. Therefore, the impact of a change in fuel cost based on current year volume is not necessarily indicative of the impact on subsequent years or quarters.

OTHER INFORMATION

Legal Proceedings

For information regarding legal proceedings, please refer to Note 16 to the accompanying unaudited condensed consolidated financial statements included herein and in Note 18 of our Annual Report for the year ended December 31, 2019.

Risk Factors

There have been no material changes from the risk factors disclosed in the Company's risk factors included in our Annual Report for the year ended December 31, 2019.

EXHIBIT LIST

No.	Description
1	Reconciliation of EBITDA and Adjusted EBITDA to Net Income

SIGNATURES

Pursuant to the requirements of the bank indenture agreement, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

By: /s/Randy Owen
Randy Owen
President and CEO

Date: August 10, 2020

By: /s/ Michael E. Preissler
Michael E. Preissler
Chief Financial Officer

Date: August 10, 2020

Exhibit 1

Global Medical Response, Inc. and Subsidiaries
RECONCILIATION OF EBITDA AND ADJUSTED EBITDA TO NET INCOME
(Unaudited)
(In thousands)

	Twelve Months Ended June 30, 2020	Three Months Ended June 30, 2020	Three Months Ended June 30, 2019	Six Months Ended June 30, 2020	Six Months Ended June 30, 2019
Net income (loss)	$ 10,481	$ 33,567	$ 6,033	$ (8,733)	$ 942
Interest expense, net	357,266	90,662	88,880	178,488	172,445
Income tax provision (benefit)	3,178	18,541	2,513	(14,146)	582
Depreciation and amortization	345,602	96,422	78,327	179,920	153,900
EBITDA[1]	716,527	239,192	175,753	335,529	327,869
Management fees[2]	6,979	1,909	1,561	3,817	3,167
Stock-based compensation[3]	6,543	1,593	2,439	2,884	3,985
Professional fees and other expenses for non-recurring matters[4]	62,552	14,019	19,645	34,955	31,132
Loss/(gain) on disposal of assets (non-cash)[5]	4,826	(464)	1,404	2,515	3,328
Membership adjustment[6]	3,550	1,842	2,272	2,460	5,910
Governmental programs fee adjustment, net of related taxes[7]	—	—	—	—	(18,563)
Newly opened bases[8]	10,630	5,158	646	10,127	784
Realized and unrealized (gain) loss [9]	(147)	(2,637)	—	1,418	—
Equity method investment (income) loss [10]	(242)	77	(119)	(111)	(347)
Adjusted EBITDA,[1] excluding the pro forma effect of recent acquisitions and COVID-19	$ 811,218	$ 260,689	$ 203,601	$ 393,594	$ 357,265
Other acquisitions[11]	5,438	—	—	—	—
COVID-19 [12]	12,669	(23,410)	—	12,669	—
Adjusted EBITDA	$ 829,325	$ 237,279	$ 203,601	$ 406,263	$ 357,265

(1) We have presented EBITDA (which is defined as net income before interest expense and amortization of deferred financing costs, income tax expense and depreciation and amortization), and Adjusted EBITDA (which is defined as EBITDA, as further adjusted to exclude certain non-cash, non-recurring and other adjustment items permitted in calculating covenant compliance under our debt documents), which are considered non-GAAP financial measures.

We present EBITDA and Adjusted EBITDA because we believe that investors consider them to be important supplemental measures of our performance and believe these measures are frequently used by securities analysts, investors and other interested parties in the evaluation of companies in our industry. EBITDA and Adjusted EBITDA are not required by, and are not presented in accordance with, GAAP. The items excluded from EBITDA and Adjusted EBITDA are significant in assessing our operating results and liquidity.

Additionally, under the credit agreements that govern our credit facilities and the indenture that governs our notes, our ability to engage in certain activities such as incurring additional indebtedness, making investments and paying dividends is tied, in certain cases, to ratios based on Adjusted EBITDA.

Our EBITDA and Adjusted EBITDA measures have limitations as analytical tools, and you should not consider them in isolation, or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- they do not reflect our cash expenditures, future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debt;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA and Adjusted EBITDA measures do not reflect cash requirements for such replacements;
- they are not adjusted for all non-cash income or expense items that are reflected in our statements of cash flows;
- they do not reflect period to period changes in taxes, income tax expense or the cash necessary to pay income taxes;
- they do not reflect the impact of earnings or charges resulting from matters we consider not to be indicative of our ongoing operations; and
- they do not reflect limitations on, or costs, related to transferring earnings from our subsidiaries to us.

In addition, other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures. Because of these limitations, our EBITDA and Adjusted EBITDA and related ratios should not be considered as measures of discretionary cash available to us to invest in the growth of our business or as measures of cash that will be available to us to meet our obligations.

(2) Represents management/director fees paid to KKR in connection with their ownership and financial management of our Company and procurement diagnostics and operational support provided by KKR.

(3) Represents the non-cash stock compensation expense associated with the vesting of stock options and other equity awards.

(4) Represents fees and expenses paid to third party professionals, including legal, accounting and financing costs, expensed in connection with the acquisitions discussed in Note 3, as well as expenses incurred in connection with historic transactions. Also includes fees and expenses in connection with accidents that would be covered by insurance policies put in place subsequent to those accidents, recruiting and severance fees paid in connection with changes to our senior management team and implementations of new information systems and initial accreditation site surveys.

(5) Represents non-cash losses associated with the disposal of non-core, non-revenue generating assets and ancillary aircraft, including vehicles and other assets that were acquired in connection with business acquisitions.

(6) Membership program revenue and expenses are recorded over the estimated duration for each membership for GAAP purposes. This item represents an adjustment to reflect membership program revenues on a cash basis.

(7) Governmental programs fee adjustment, net of related taxes represents our estimate of the retroactive impact of approved state and federal fee programs that adjust reimbursement rates on certain Medicare and/or Medicaid transports. The adjustment amount recorded for the six months ended June 30, 2019 represents a reversal of our estimate of the retroactive impact recorded for the three months ended December 31, 2018.

(8) The amount of any loss attributable to a new plant, facility, or base until the date that is 24 months after the date of commencement of construction or the date of acquisition, may be added back to EBITDA. As such, the amount represents any losses incurred in the months preparing and opening the new base, and any losses incurred in the 24 months subsequent to the base opening. No limits per base, on a quarterly, or annual basis were identified in the Indenture.

(9) Realized and unrealized (gain) loss, net represents changes in the fair value of equity securities, realized gains on the settlement of pension obligations and foreign currency translation losses associated with the monetary assets of an investment held in Trinidad and Tobago.

(10) The Company uses the equity method of accounting to recognize its proportionate share of net income (loss) generated by its noncontrolling interest in Aviators Air Rescue Pvt. Ltd.

(11) The pro forma adjustment gives effect to other acquisitions occurring throughout 2020 and 2019, as though they were completed on July 1, 2019.

(12) The COVID-19 related adjustment is made up of the following:

	Three Months Ended June 30, 2020	Six Months Ended June 30, 2020
Lost revenue, net	$ 13,731	$ 15,352
Additional expenses	10,777	16,625
Retained costs	3,738	32,348
Governmental grants	(51,656)	(51,656)
Total COVID-19 adjustment	$ (23,410)	$ 12,669

- Lost revenue, net is defined as the significant loss of revenues due to COVID-19, exclusive of the impact of weather related cancellations on the emergency air operation and certain other items not driven by the impact of COVID-19;
- Additional expenses include the incremental cost of personal protective equipment and disinfectant, costs of quarantined employees, information technology costs to support administrative personnel in remote working environments and other COVID-19 related specific expenditures; and
- Retained costs is defined as the unmitigated, unnecessary costs associated with operations that were materially impacted by the abrupt reduced demand environment caused by stay-at-home orders, material declines in elective surgery procedures from certain government mandates, similar COVID-19 regulations and general public fear of the illness.
- Governmental grants include provider relief funds received as provided for in the CARES Act. The fund payments are grants, not loans, and HHS will not require repayment, but providers are restricted and the funds must be used only for grant approved purposes.

ANNUAL REPORT PURSUANT TO SECTION 10.09 OF THE INDENTURE, DATED AS OF APRIL 28, 2015

FOR THE YEAR ENDED DECEMBER 31, 2019

Global Medical Response, Inc.

209 State Hwy 121 Bypass, Suite 21
Lewisville, Texas 75067

(972) 459-4919

CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

This report includes forward-looking statements regarding, among other things, our plans, strategies and prospects, both business and financial. Any statements made in this report that are not statements of historical fact, including statements concerning our expectations for future events, future financial performance or events or developments that management expects or anticipates will or may occur in the future, are forward-looking statements.

You should not place undue reliance on these forward-looking statements, which are based on currently available information and management's current expectations and beliefs about future events or future financial performance. We have attempted to identify forward-looking statements by words such as "anticipate," "believe," "can," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "should" or other comparable terminology. However, such terminology is not the exclusive means of identifying forward-looking statements and its absence does not mean that the statement is not forward-looking.

Although we believe the expectations and beliefs reflected in the forward-looking statements are reasonable, such statements speak only as of the date of this report, and we disclaim any intent or obligation to update any of the forward-looking statements after such date unless required by law.

Forward-looking statements are not guarantees of future performance or results, and involve inherent risks and uncertainties such as those described below that could cause actual results to materially differ from those predicted in such forward-looking statements:

- our dependence on the number of patient transports we conduct and the factors adversely impacting our number of patient transports;
- adverse weather conditions;
- changes in our payor mix;
- our dependence on government and private insurance programs for a substantial portion of our revenue;
- limits on our ability to collect price increases from private insurance providers;
- increases in fuel costs;
- the substantial capital expenditures and working capital requirements of our business and the availability of aircraft lease financing;
- the grounding of our aircraft due to airworthiness directives and service bulletins;
- our dependence on a limited number of third party suppliers;
- our ability to attract and retain qualified personnel, especially in areas where minimum wage laws have increased wages and in areas that are at or near full employment;
- retention of our senior management;
- competition from other air and ground medical service providers;
- general economic conditions and the demand for our services;
- risks associated with our emphasis on servicing rural communities;

- any work stoppages and/or further unionization of our workforce;
- accidents or other incidents involving our aircraft, ground ambulance units or aircraft in our industry generally;
- limitations under our insurance coverage and the financial condition of our insurance providers;
- inherent uncertainties around our reserves for losses under our insurance program;
- natural disasters and terrorist activity;
- our ability to integrate acquisitions especially related to people, processes, and information technology;
- impairment of our goodwill or other intangible assets;
- our obligations relating to aircraft leases and aircraft purchase commitments;
- potential cybersecurity incidents resulting in the loss of critical and confidential information;
- potential loss of existing contracts;
- a pandemic, epidemic or outbreak of an infectious disease in the markets in which we operate or otherwise impacts our transport;
- increased regulations and our ability to comply with regulations relating to our industry;
- our compliance with applicable laws and government regulations and potential incurrence of penalties or requirements to make significant changes to our operations;
- our compliance with regulations relating to the manner in which we bill and are paid for our services;
- our compliance with recently enacted amendments to federal privacy and security laws;
- impacts of recent healthcare reform legislation and other changes in the healthcare industry and in healthcare spending;
- impacts of proposed legislation relating to surprise medical billing in emergency situations;
- changes in the rates or methods of third party reimbursement for our services, including due to political discord in the budgeting process outside of our control;
- potential loss or suspension of licenses or accreditations; and
- our compliance with environmental regulations and liability arising out of environmental conditions.

BUSINESS

Company Overview

Unless the context otherwise requires, "we," "us," "our," "GMR" and the "Company" refer to the business of Global Medical Response Inc. and its subsidiaries.

On March 14, 2018, Global Medical Response Inc. ("GMR"), formerly known as Air Medical Group Holdings, Inc., completed its acquisition of all outstanding equity interests of AMR Holdco Inc. ("AMR"). GMR is an industry-leading medical transportation company formed by bringing together two industry leaders: Air Medical Group Holdings LLC ("AMGH") and AMR. AMGH has more than 35 years of operating history in air medical transportation and AMR has more than 55 years of operating history in the ground medical transportation industry. With more than 37,000 employees, we deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States and the District of Columbia. We provide air, ground, specialty and residential fire services and managed medical transportation, as well as long-haul repatriation services. The combination of these services allows us to provide a comprehensive solution to our healthcare partners and patients across all transportation modalities.

GMR is a direct wholly-owned subsidiary of GMR Intermediate Corp. ("Intermediate Corp.") and an indirect wholly-owned subsidiary of GMR Buyer Corp. ("Parent").

Competitive Strengths

National medical transportation company offering a broad array of services. GMR is the nation's largest medical transportation organization, well-positioned to help shape the future of the medical transportation industry. Our portfolio of service offerings creates value by delivering integrated services in the best interests of patient care and efficiency of medical transportation for our patients, and positions us favorably for growth and long-term leadership as the industry continues to evolve.

Opportunities for accelerated growth. We operate in the community-based medical transportation services market, a large and growing segment that is supported by favorable demographic shifts. We have a track record of delivering strong growth through a combination of organic growth, new contract additions and selective acquisitions. Organic growth has historically been supported by consistent underlying volume trends, stable pricing and a diversified payor mix. Market volumes have been driven primarily by the non-discretionary nature of our services and aging demographics.

We have successfully executed on new contract growth by providing a set of differentiated services and delivering integrated, efficient, high-quality care, which has helped us expand our relationships with existing customers and compete effectively in the bidding process for new contracts. We intend to continue to expand our existing customer relationships and capitalize on greenfield opportunities as we seek to increase our new contract growth. We also have a strong track record of executing on and integrating select acquisition opportunities. We expect that the fragmented nature of the segments in which we operate, in addition to the strength of our operating platform and our access to capital due to our financial performance, will aid in increasing our near- and long-term acquisition pipelines.

Ability to attract and retain high-quality personnel. We have developed the largest paramedic and emergency medical technician training program in the country. We believe that our differentiated recruiting, training and development programs strengthen our customer relationships, enhance our strong contract retention rates and allow us to efficiently recruit medical personnel to support our robust new contract pipeline across our businesses.

Business Strategy

Capitalize on organic growth opportunities. Our scale, scope and long operating history, combined with our integrated service offerings, provide us with competitive advantages to continue to grow our business. We believe that our integrated service offerings, differentiated quality processes, and sophisticated risk management programs improve

the quality and efficiency of care, creating value for health systems, payors and patients. We also believe our patient-focused culture will allow us to continue to successfully recruit and retain high-quality medical, aviation and administrative personnel.

Grow complementary and integrated service lines. We plan to expand and integrate the delivery of our suite of services across our existing customer base. We believe that our ability to expand our existing relationships will be enhanced by our strong reputation, our national footprint and strong relationships with our customers.

Supplement organic growth with strategic acquisitions. The segments in which we compete are highly fragmented, presenting significant opportunities for organic growth and additional acquisitions. We have a successful track record of completing and integrating select acquisitions. This has enhanced our presence in existing markets, facilitated our entry into new geographies and expanded the scope of our services. We will continue to follow a disciplined strategy in exploring future acquisitions by analyzing the strategic rationale, financial impact and organic growth profile of each potential opportunity.

Enhance operational efficiencies and productivity. We believe there are significant opportunities to continue to build upon our success in improving our productivity and profitability. We continue to focus on initiatives to increase productivity, including more efficient deployment of our resources, enhancing our training programs, and providing certain shared services across our businesses. We believe that our processes related to billing, clinical data collection, and compliance have driven a track record of revenue cycle management. We have made significant investments in infrastructure, including management information systems that we believe will continue to enable us to improve results.

Air Medical Group Holdings

AMGH is the largest provider of emergency air medical transportation services in the United States based on number of air base locations, with 348 air base locations across 40 states as of December 31, 2019. Our bases are strategically located to enable us to provide patients with emergency air medical transportation services from accident scenes, rural hospitals or other medical facilities to appropriate acute care facilities in the critical time period following a medical emergency within which the probability of patient survival is greatly increased if definitive care is provided. We believe we play a vital role in the U.S. healthcare system by providing patients in rural, outlying areas with timely access to the appropriate level of medical care. Currently, for approximately 85 million U.S. residents, air medical service is the only viable option for receiving access to a Level I or II trauma center within 60 minutes.

We are a mission driven organization with over 1,600 pilots, supported by flight operations and safety support, over 1,250 registered nurses, approximately 1,100 paramedics and over 700 mechanics as of December 31, 2019 focused on delivering the highest quality of patient care and flight safety. We believe the strength of our reputation in these areas has contributed to our leading position across most of our markets. Our commitment to the highest safety standards is at the core of our values and culture and we have led the industry in key safety investments and initiatives. Our fleet is outfitted with advanced equipment to ensure safety and reliability, such as night vision goggles and satellite tracking systems. For the year ended December 31, 2019, over 75% of our air bases were accredited by the Commission on Accreditation of Medical Transport Systems ("CAMTS") for excellence in safety and patient care.

Through our fleet of 321 helicopters and 100 fixed wing aircraft, we provided emergency air medical transportation services to over 110,000 emergent patients during the year ended December 31, 2019. We receive requests to provide air medical services from a multitude of agencies, including rural and community hospitals, "911" services, ground ambulance emergency medical service ("EMS") and first-responder organizations such as fire and police departments. Approximately 73% of our emergent patient flights in 2019 were physician-ordered inter-facility transfers, and the remaining 27% were in response to requests from first responders to accidents and other scene-based medical emergencies.

During 2019, approximately 95% of AMGH's net revenue was generated from emergent air transport services, including our membership program. These services include treating and stabilizing patients, transporting the patient to a hospital or other healthcare facility and proving attendant medical care en route. Non-emergent air transport services,

including critical care transfers, organ procurement, long haul repatriation services and other inter-facility transports, accounted for 5% of AMGH's net revenue for the same period.

Emergent and Non-Emergent Air Transport

Community-based and hybrid operating models

We deliver our air medical services primarily through two operating models: a community-based model ("CBM") and a hybrid model. Under our CBM, we operate stand-alone bases that provide emergency air medical services in targeted geographic areas, typically within a 60 to 75 mile radius of our helicopter bases and within a 125-175 mile radius of our fixed wing bases. Our CBM bases receive patient transport requests from "sending" hospitals, "911" and other first responder/ground ambulance agencies. Under our hybrid model, we establish customized outsourcing partnerships with larger "receiving" hospitals or tertiary care centers and serve as their primary air service provider, operating under their local brands. Under these operating models, we provide all of the aircraft and pilots and conduct all of the billing and collections functions. Under the CBM, we provide our own medical personnel and equipment, whereas under our hybrid model, we use the partnering hospital's medical personnel and reimburse the partnering hospital for the medical care provided during the transport. Under both of our models, our transport fees are paid primarily by third party payors, including insurance companies, Medicare and Medicaid, as well as the patients themselves. In addition to our CBM and hybrid models, we operate 15 traditional bases. Under a traditional model the hospital reimburses us for aviation services and provides all other aspects of the service.

Membership program

Our AirMedCare Network membership program operates within the United States with approximately 2.5 million named members and approximately 850,000 members covered by a Municipal Site Plan, which covers residents of a particular municipality or county area only, as of December 31, 2019. As part of our AirMedCare Network program, our members or the municipality pay an up-front fee that covers any future co-pay, deductible or out-of-pocket expense in connection with an emergency transport provided by us.

Communications and Dispatch Centers

Our air operations and dispatch centers dispatch our flights based on provider requests. The operations centers communicate with flight and medical crews using real-time technology, resulting in strong oversight, operational control and management of our geographically dispersed service areas. Our communications and dispatch centers vary from the sophisticated, multi-functional operational centers to smaller facilities depending upon the operation. Most of our centers provide operational support through pilot and medically-trained communications specialists, centralized weather monitoring and mapping software, satellite tracking systems and advanced frame relay radio equipment.

Communications specialists in our air operations centers include emergency medical technicians, paramedics and air communications specialists whose expertise further maximizes prompt, safe deployment and minimizes turnaround time to improve patient outcomes. Communicators have training in emergency medical dispatching which enables them to give pre-arrival instructions, including immediate first-aid measures, such as how to perform cardiopulmonary resuscitation ("CPR") or control bleeding.

Augmenting our air communications specialists, we have developed a number of initiatives and practices to enhance our dispatch centers, including:

- Operational Control Center ("OCC") is a team of aviation professionals, providing real-time aviation risk monitoring and mitigation services to our pilot staff in support of safe and effective go/no-go flight determinations. In addition, the OCC provides system oversight to ensure flights are conducted in safe operating conditions;
- MedLink consists of registered nurses with previous flight and critical care experience, supports flight crews from a clinical standpoint and facilitates interaction with our medical directors on a real-time basis, if needed; and

- Satellite tracking systems provide each aircraft's heading, location and air speed every 60 seconds.

Training and Development

We offer in-house training for pilots, mechanics (for whom we also provide extensive external training) and medical workers. Providing training in-house allows us to ensure that we maintain the highest safety standards, minimize external training costs, provide our crews with customized training specific to the aircraft we operate and the services we offer and attract, retain and develop quality pilots and crews.

We conduct training for each of our pilots every 120 days. Flight training is conducted under day, night and hooded (simulated instrument) conditions. In addition, one of the training iterations is conducted in level 7 or full motion simulation. Flight nurses and flight paramedics selected to work for us receive extensive introductory training. We provide didactic training, hands-on skills training, simulated patient care experiences, flight training and safety training.

American Medical Response

AMR is the largest ambulance provider in the nation and a leading provider of other medical transportation services in the United States. Ambulance services encompass both "911" emergency response and non-emergency transport services, including critical care transfers, wheelchair transports and other inter-facility transports. Emergency services include the dispatch of ambulances equipped with life support equipment and staffed with paramedics and/or emergency medical technicians ("EMTs") to provide immediate medical care to injured or ill patients. Non-emergency services utilize paramedics, EMTs and/or nurses to transport patients between healthcare facilities or between facilities and patient residences.

AMR provides substantially all of our medical transportation services under the AMR brand name. We operate under other names when required to do so by local statute or contractual agreement. Our broad geographic footprint enables us to contract on a national and regional basis with insurance companies, healthcare facilities and government agencies. During 2019, we were in 39 states and the District of Columbia utilizing over 7,700 vehicles that operated out of over 400 bases which treated and transported approximately 5.7 million patients. AMR has approximately 4,600 contracts and arrangements with communities, government agencies, healthcare providers and insurers to provide ambulance transport services.

During 2019, approximately 59% of AMR's net revenue was generated from emergency "911" ambulance services. These services include treating and stabilizing patients, transporting the patient to a hospital or other healthcare facility and providing attendant medical care en route. Non-emergency ambulance services, including critical care transfers, wheelchair transports and other inter-facility transports, accounted for 22% of AMR's net revenue for the same period. The remaining balance of net revenue for 2019 was generated from managed transportation services and the provision of training, dispatch and other services to communities and public safety agencies including services provided to the Federal Emergency Management Agency ("FEMA"). AMR has a national contract with FEMA to provide ambulance and para-transit services, as well as rotary and fixed wing air ambulance transportation services to supplement federal and military responses to disasters, acts of terrorism and other public health emergencies in the full 48 contiguous states.

"911" Emergent Response Services

AMR provides emergency response services primarily under long-term exclusive contracts with communities and hospitals. Our contracts typically stipulate that we must respond to "911" calls in the designated area within a specified response time. We utilize two types of ambulance units: Advanced Life Support ("ALS") units and Basic Life Support ("BLS") units. ALS units, which are staffed by two paramedics or one paramedic and an EMT, are equipped with high-acuity life support equipment such as cardiac monitors, defibrillators and oxygen delivery systems, and carry pharmaceutical and medical supplies. BLS units are generally staffed by two EMTs and are outfitted with medical supplies and equipment necessary to administer first aid and basic medical treatment. The decision to dispatch an ALS or BLS unit is determined by our contractual requirements, as well as by the nature of the patient's medical situation.

Under certain of our "911" emergency response contracts, we are the first responder to an emergency scene. However, under most of our "911" contracts, the local fire department is the first responder. In these situations, the fire department typically begins stabilization of the patient. Upon our arrival, we continue stabilization through the provision of attendant medical care and transport the patient to the closest appropriate healthcare facility. In certain communities where the fire department historically has been responsible for both first response and emergency services, we seek to develop public/private partnerships with fire departments to provide the emergency transport service. These partnerships emphasize collaboration with the fire departments and afford us the opportunity to provide "911" emergency services in communities that, for a variety of reasons, may not otherwise have contracted this service to a private provider. In most instances, the provision of emergency services under our partnerships closely resembles that of our most common "911" contracts described above. The public/private partnerships lower our costs by reducing the number of full-time paramedics we would otherwise employ.

Our exclusive "911" contracts with communities and government agencies typically specify maximum fees a provider may charge and set forth minimum requirements, such as response times, staffing levels, types of vehicles and equipment, quality assurance and insurance coverage. The rates that a provider is permitted to charge for services under a contract for "911" emergency ambulance services and the amount of the subsidy, if any, the provider receives from a community or government agency depend in large part on the nature of the services it provides, the payor mix and the performance requirements.

Non-Emergent Medical Transportation Services

AMR provides transportation to patients requiring ambulance or wheelchair transport with varying degrees of medical care needs between healthcare facilities or between healthcare facilities and their homes. Unlike emergency response services, which typically are provided by communities or private providers under exclusive or semi-exclusive contracts, non-emergency transportation usually involves multiple contract providers at a given facility, with one or more of the competitors designated as the "preferred" provider. Non-emergency transport business generally is awarded by a healthcare facility, such as a hospital or nursing home, or a healthcare payor, such as a health maintenance organization ("HMO"), managed care organization or insurance company. Usage tends to be controlled by the facility discharge planners, nurses and physicians who are responsible for requesting transport services. Non-emergency services are provided primarily by private ambulance companies.

Non-emergency medical transportation services include: (i) inter-facility critical care transport, (ii) wheelchair and stretcher-car transports and (iii) other inter-facility transports.

- Critical care transports are provided to medically unstable patients, such as cardiac patients and neonatal patients who require critical care while being transported between healthcare facilities. Critical care services differ from ALS services in that the ambulance may be equipped with additional medical equipment and may be staffed by one of our critical care nurses, respiratory therapists, or specially trained critical care paramedics, medical specialists or by an employee of a healthcare facility to attend to a patient's specific medical needs.

- Wheelchair and stretcher-car transports are non-medical transportation provided to handicapped and certain non-ambulatory persons in some service areas. In providing this service, we utilize vans that contain hydraulic wheelchair lifts or ramps operated by drivers who generally are trained in CPR.

- Other inter-facility transports, that require advanced or basic levels of medical supervision during transfer may be provided when a home-bound patient requires examination or treatment at a healthcare facility or when a hospital inpatient requires tests or treatments, such as MRI testing, CAT scans, dialysis or radiation therapy, available at another facility. We use ALS or BLS ambulance units to provide general ambulance services depending on the patient's needs.

Other Services

In addition to "911" emergent and non-emergent transportation services, we provide the following services:

- *Managed Transportation Services.* Managed care organizations, state agencies and insurance companies contract with us to manage a variety of their medical transportation-related needs, including call-taking and scheduling, management of a network of transportation providers and billing and reporting through our internally developed systems. Through partnerships with external transportation providers, our services include managing ambulance, wheelchair and other types of transportation to provide a cost-effective solution for those we serve.

- *Dispatch Services.* Our dispatch centers manage our own calls and, in certain communities, also manage dispatch centers for public safety agencies, such as police and fire departments, air medical transport programs and others.

- *Event Medical Services.* We provide medical stand-by support for concerts, athletic events, parades, conventions, international conferences and VIP appearances in conjunction with local and federal law enforcement and fire protection agencies. We have contracts to provide stand-by support for numerous sports franchises, various NASCAR events, Hollywood production studios and other specialty events.

- *Paramedic Training.* We own and operate more accredited programs than any other organization in the U.S., with over 650 graduates in 2019.

- *Community Paramedic, On-site and Offshore EMS Services.* We provide mobile healthcare and patient monitoring at home for high "911" user patients and for post discharge patients in readmission prevention programs. Our health/safety solutions, telemedicine and risk avoidance programs are primarily developed for site based activity within the oil and gas industry.

- *Industrial and Community Fire Protection Services.* We provide fire protection services to airports, industrial facilities and communities, as well as, individual homeowners and commercial property owners in unincorporated communities not included within municipal fire department boundaries. Through partnerships with cities, towns and fire districts we also provide a full complement of fire protection, prevention and emergency medical services.

Communications and Dispatch Centers

Ground dispatch centers control the deployment and dispatch of ambulances in response to calls through the use of sophisticated communications equipment 24 hours a day, seven days a week. In many operating sites, we communicate with our vehicles over dedicated radio frequencies licensed by the Federal Communications Commission. In certain service areas with a large volume of calls, we analyze data on traffic patterns, demographics, usage frequency and similar factors with the aid of System Status Management ("SSM") technology to help determine optimal ambulance deployment and selection. In addition to dispatching our own ambulances, we also provide dispatching service for 58 communities where we are not an ambulance service provider. Our dispatch centers are staffed by EMTs and other experienced personnel who use local medical protocols to analyze and triage a medical situation and determine the best mode of transport.

Emergency Transport. Depending on the emergency medical dispatch system used in a designated service area, the public authority that receives "911" emergency medical calls either dispatches our ambulances directly from the public control center or communicates information regarding the location and type of medical emergency to our control center which, in turn, dispatches ambulances to the scene. While the ambulance is en-route to the scene, the ambulance crew receives information concerning the patient's condition prior to the ambulance's arrival at the scene. Our communication systems allow the ambulance crew to communicate directly with the destination hospital to alert hospital

medical personnel of the arrival of the patient and the patient's condition and to receive instructions directly from emergency room personnel on specific pre-hospital medical treatment. These systems also facilitate close and direct coordination with other emergency service providers, such as the appropriate police and fire departments, which also may be responding to a call.

Non-Emergency Transport. Requests for non-emergency transports typically are made by physicians, nurses, case managers and hospital discharge coordinators who are interested primarily in prompt ambulance arrival at the requested pick-up time. We also offer on-line, web-enabled transportation ordering to certain facilities. We use our Millennium software to track and manage requests for transportation services for large healthcare facilities and managed care companies.

Training and Development

We own and operate National College of Technical Instruction ("NCTI"), the largest paramedic training college in the United States, operating more accredited programs than any other school, with over 650 graduates in 2019.

Approximately 72% of our estimated 31,000 employees have daily contact with patients, including approximately 8,200 paramedics, 13,800 EMTs and 350 nurses. Paramedics and EMTs must be state-certified and locally credentialed to transport patients and perform emergency care services. Certification as an EMT typically requires completion of approximately 150 hours of training in a program designated by the U.S. Department of Transportation, such as those offered at our training institute, NCTI. Paramedic training involves over 1,000 hours of didactic and clinical education focused on advanced levels of care. In addition, specialized courses may be completed to target specific patient populations (such as pediatrics, geriatrics, trauma, burns, etc).

In most communities, the local physician medical director (often in conjunction with a physician advisory board) develops medical protocols to be followed by paramedics and EMTs in a service area. In addition, real-time instructions are conveyed on a case-by-case basis through direct communications between the ambulance crew and hospital emergency physicians. This consultation allows for more comprehensive evaluation and treatment of difficult cases. Like physicians, both paramedics and EMTs must complete continuing education programs and, in some cases, state supervised refresher training and/or examinations to maintain their certifications.

We have a strong commitment to provide high-quality pre- and post-hospital emergency medical care. Our focus on patient care is based on the published medical literature, participation with leading academic medical centers throughout the country, affiliation with international efforts to improve clinical care in EMS, and our innovative approach known as AMR Medicine. In each individual location in which we provide services, a physician associated with a hospital we serve monitors adherence to medical protocol and conducts periodic audits of the care provided. In addition, we hold retrospective care audits with our employees to evaluate compliance with medical and performance standards. Our participation and leadership in national EMS organizations underscores the importance of our philosophy on patient care.

Of note, our commitment to quality is also reflected in the fact that a number of our operations across the country are accredited by the Commission on Accreditation of Ambulance Services ("CAAS"), representing 18% of the total CAAS accredited centers. CAAS is a joint program between the American Ambulance Association and the American College of Emergency Physicians. The accreditation process is voluntary and evaluates numerous qualitative factors in the delivery of services. We believe communities and managed care providers increasingly consider accreditation as one of the criteria in awarding contracts.

We also have invested in emergency care simulators, which we use as part of our initial training process and recurrent training. These simulators are life-size computerized mannequins utilized for clinical skill set training from basic airway management to high level advanced procedures, such as chest tube insertion and central line placement. These simulators provide the ability to approach training in a scenario-based situation through critical thinking and hands-on critical patient care.

Competition

Competition in the medical transportation market is based primarily on:

- the ability to improve customer service, such as on-time performance and efficient call intake;
- the ability to provide comprehensive medical care;
- the ability to recruit, train, and motivate employees, particularly flight and ambulance crews who have direct contact with patients and healthcare personnel; and
- pricing, billing and reimbursement expertise.

We face competition from a variety of national, regional and local competitors, including fire departments and other local government providers. We usually face more than one competitor in each local market.

Regulatory Matters

We operate in both the healthcare and aviation industries. The healthcare industry is subject to significant federal, state and local regulation, and the aviation industry is subject to significant federal regulation, that affects our business activities. Any failure or alleged failure to comply with applicable laws and regulations, or any adverse applications of or changes in the laws and regulations affecting our business, could have a material adverse effect on our operating results, financial condition and cash flows.

Healthcare Regulation

Healthcare Licensure and Certification

Healthcare providers and suppliers are subject to laws and regulations regarding licensing, certification or accreditation, and may be subject to periodic inspection by federal, state and local governmental agencies. To participate in government programs, such as Medicare and Medicaid, we must meet requirements relating to equipment, personnel and standard of medical care. Other licensure, certification and accreditation requirements address training and certification of medical personnel, the scope of services that may be provided by medical personnel, staffing requirements, medical control, medical procedures, communication systems, vehicles and equipment, billing and coding for services, and the privacy and security of patient information. In addition, states also impose licensing requirements on the medical personnel involved in providing medical transport services. Failure to comply with applicable licensure, certification and accreditation standards may result in criminal penalties, civil sanctions, loss or suspension of operating licenses, restrictions on our ability to participate in certain government programs or other adverse consequences. We are currently licensed under appropriate state laws and are qualified to participate in both Medicare and Medicaid.

Healthcare Reform

In recent years, the U.S. Congress and certain state legislatures have introduced and passed a large number of proposals and legislation designed to effect major change across healthcare services. Most prominent among these efforts, the Patient Protection and Affordable Care Act, as amended by the Health Care Education and Reconciliation Act, commonly referred to as the "Affordable Care Act" (the "ACA"), affects how healthcare services are covered, delivered and reimbursed and increased access to health insurance benefits to the uninsured and underinsured population in the United States. Leaders in both the executive and legislative branches of government have stated their intention to repeal, replace, or significantly modify the ACA, its implementation or its interpretation. In 2017, Congress eliminated the financial penalty associated with the individual mandate, effective January 2019. On December 14, 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the individual mandate was repealed by Congress as part of the Tax Cuts and Jobs Act of 2017 ("Tax Act"). On December 18, 2019, a three-judge panel of the U.S. Court of Appeals for the Fifth Circuit ruled that the ACA's individual mandate is unconstitutional because the Tax Act modified the individual mandate so that it could no longer constitute a tax and remanded the case to the U.S. district court in Texas to determine if the remainder of the ACA is severable from the individual mandate. On January 29, 2020, the Fifth Circuit denied a rehearing en banc. On March 2, 2020, the Supreme Court announced that it

would consolidate two cases on the constitutionality of the ACA and hear oral arguments. Litigation over the ACA is likely to continue, and it is unclear how these decisions, subsequent decisions and appeals, and other efforts to repeal and replace the ACA will impact the ACA and our business. The Congressional Budget Office and the staff of the Joint Committee on Taxation estimated that eliminating the mandate penalty – and making no other changes to the then-current law – would cause the number of people with health insurance to decrease by four million in 2019 and 13 million by 2027. In addition, the President signed an executive order directing federal agencies to take actions to minimize the "economic and regulatory burdens" of the ACA. The impact of efforts to repeal, replace or modify the ACA, or other efforts to reform healthcare delivery or financial systems, may materially adversely impact our business. Because of the many variables involved, including uncertainties surrounding any future legislative or administrative action to repeal, replace or significantly modify the ACA, we are unable to predict the net effect of the ACA.

Payment Innovation Models

As part of the ACA, Congress created the Center for Medicare and Medicaid Innovation (the "Innovation Center") which was tasked with supporting the development and testing of innovative health care payment and service delivery models. The Innovation Center has experimented with risk-sharing payment models whereby providers, or provider groups, are eligible for payment bonuses if certain quality of care and cost savings thresholds are met. The impact of these projects on us cannot be determined at this time.

On February 22, 2019, the Innovation Center announced the "Emergency Triage, Treat and Transport" ("ET3") model. Under the model, the Medicare program will pay participating ambulance suppliers and providers to 1) transport an individual to a hospital emergency department or other destination covered under the regulations, 2) transport to an alternative destination (such as a primary care doctor's office or an urgent care clinic), or 3) provide treatment in place with a qualified health care practitioner, either on the scene or connected using telehealth.

The Innovation Center solicited applications from ambulance providers and suppliers for participation in the ET3 model in 2019. Selected participants will be eligible to receive payment for services provided to Medicare beneficiaries. Under the program, CMS anticipates increased payments to ambulance providers and suppliers. CMS believes the additional services that would be covered under the ET3 model will reduce the number of admissions to acute care hospitals, in turn reducing overall Medicare expenditures. On February 27, 2020, our ground ambulance operations were selected to participate in the ET3 program in 62 counties across the country. The ET3 program is slated to start in the spring of 2020 after selected providers sign agreements with CMS.

Billing and Reimbursement Compliance

We derive a significant portion of our revenue from services rendered to beneficiaries of Medicare, Medicaid and other government-sponsored healthcare programs. To participate in these programs, we must comply with stringent and often complex enrollment and reimbursement requirements of federal and state agencies. We are subject to reviews and audits by governmental authorities and contractors, which can and do result in retroactive adjustments to amounts previously reimbursed under these programs. In addition, these programs are subject to statutory and regulatory changes, administrative rulings, interpretations and determinations, all of which could materially increase or decrease the payments we receive for our services, affect our cost of providing these services, and affect our ability to provide and receive payment for our services.

Medicare reimburses under separate fee schedules for ground ambulance services, fixed wing ambulance services and helicopter air ambulance services. Under Medicare rules, ambulance providers and suppliers are required to accept assignment on covered Medicare ambulance claims, which means that the provider must accept the Medicare fee schedule rate as full payment for the service. Medicare will pay 80% of the fee schedule amount and the remaining 20% may be collected from a secondary insurer or from the patient.

Billing and reimbursement rules are complex, change frequently and may vary depending on the source of payment. For example, reimbursement is conditioned on our providing the correct service level codes and properly documenting both the service itself and the medical necessity of the service. Incorrect or incomplete documentation and billing information, or the incorrect selection of codes for the level of service provided, could result in non-payment or

delayed payment for services rendered, or lead to allegations of billing fraud or an abuse of billing privileges. Retroactive adjustments, recoupments or refund demands may change amounts realized from governmental third party payors.

When our services are covered by multiple payors, financial responsibility is to be allocated among the payor in a process known as coordination of benefits ("COB"). The rules governing COB are complex, particularly when one of the payors is Medicare or another government program. Under these rules, in some cases, the government payor can be billed as a "secondary payor" only after recourse to a primary payor (e.g., a liability insurer) has been exhausted. If multiple payors reimburse us an amount which, in the aggregate, exceeds the amount to which we are entitled, we are obligated to process a refund.

In the event any of our billing and collection practices violate applicable laws, regulations, and other guidance, we could be subject to education sessions, penalties, refund demands, recoupments, revocation of billing privileges, bars on re-enrollment in federal or state healthcare programs, cancellation of our agreements, placement on the CMS Preclusion List, damage to our reputation, exclusion from the Medicare and Medicaid programs or other negative consequences. When submitting claims for services to federal programs (e.g., Medicare / Medicaid), federal fraud and abuse laws and penalties could also apply. Further, to the extent that the complexity associated with billing for our services causes delays in our cash collections, we assume the financial risk of increased carrying costs associated with the aging of our accounts receivable as well as increased potential for bad debts which could have a material adverse effect on our revenue, provision for uncompensated care and cash flow.

Several states in which we operate face budgetary challenges that have resulted, and likely will continue to result, in reduced Medicaid funding levels to providers. Because most states must operate with balanced budgets, and the Medicaid program is generally a significant portion of a state's budget, states can be expected to adopt or consider adopting future legislation designed to reduce or not increase their Medicaid expenditures. In addition, some states delay issuing Medicaid payments to providers to manage state expenditures. Continuing pressure on state budgets, proposed changes to Medicaid block grants, and other factors could result in future reductions to Medicaid payments, payment delays, changes to Medicaid supplemental payment programs or additional taxes on providers. In general, we are unable to predict the effect of future government healthcare funding policy changes on our operations. If rates paid by governmental payors are reduced, or if the scope of services covered by governmental payors is limited, there could be a material adverse effect on our business, financial condition, results of operations or cash flows. See "Risk Factors—Risks Related to Regulatory Requirements."

Federal and State Health Information Privacy and Security Laws

There are numerous U.S. federal and state laws and regulations related to the privacy and security of Personally Identifiable Information ("PII"), including individually identifiable health information. In particular, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and implementing regulations (referred to collectively as "HIPAA") establish privacy and security standards that limit the use and disclosure of Protected Health Information ("PHI"), and require the implementation of administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and availability of individually identifiable health information in both paper and electronic form. We are regulated as a covered entity under HIPAA.

Violations of HIPAA may result in civil and criminal penalties. A single breach incident can result in violations of multiple standards. We must also comply with HIPAA's breach notification rule. Under the breach notification rule, covered entities must notify affected individuals without unreasonable delay in the case of a breach of unsecured PHI, which compromises the privacy or security of the PHI. In addition, notification must be provided to the U.S. Department of Health & Human Services ("HHS") and the local media in cases where a breach affects 500 or more individuals. Breaches affecting fewer than 500 individuals must be reported to HHS on an annual basis.

State attorneys general also have the right to prosecute HIPAA violations committed against residents of their states. While HIPAA does not create a private right of action that would allow individuals to sue in civil court for a HIPAA violation, its standards have been used as the basis for the duty of care in state civil suits, such as those for

negligence or recklessness in misusing personal information. In addition, the HITECH Act mandated that HHS conduct periodic compliance audits of HIPAA covered entities and their business associates for compliance. It also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the Civil Monetary Penalty fine paid by the violator. In light of the HIPAA Omnibus Final Rule, recent enforcement activity, and statements from HHS, we expect increased federal and state HIPAA privacy and security enforcement efforts.

HIPAA also required HHS to adopt national standards establishing electronic transaction standards that all healthcare providers must use when submitting or receiving certain healthcare transactions electronically. HHS mandated that everyone covered by HIPAA must implement International Classification of Diseases, Tenth Revision ("ICD-10") for medical coding by October 1, 2015, which we have done.

In addition to HIPAA, there are numerous other laws and legislative and regulatory initiatives at the federal and state levels addressing privacy, security, and breach notification concerns. We remain subject to any federal or state laws and regulations that encompass privacy or security concerns or the reporting of breaches that are more restrictive than the regulations issued under HIPAA. These laws and regulations vary and could impose additional penalties. For example, they may require us to notify affected individuals in the event of a data breach involving certain individually identifiable health or financial information. In some cases, the Federal Trade Commission uses its consumer protection authority to initiate enforcement actions in response to data breaches.

Although we make reasonable efforts to conduct our business in compliance with HIPAA's and various states' privacy, security, and breach notification rules regarding the use, disclosure and security of individually identifiable health information, we cannot ensure that our arrangements or business practices will not be subject to government scrutiny or be found to violate applicable laws regarding privacy, security, and breaches of health information.

Fraud and Abuse Provisions

Both federal and state government agencies continue heightened and coordinated civil and criminal enforcement efforts against the health care industry by conducting audits, evaluations, and investigations and, when appropriate, imposing civil monetary penalties, assessments, and administrative sanctions. To avoid liability, providers and suppliers must, among other things, carefully and accurately code claims for reimbursement and promptly return overpayments. From time to time, we, like others in the health care industry, may receive notices from federal and state regulatory agencies or third parties alleging that we failed to comply with applicable standards. These notices may require us to take corrective action, including participation in education sessions, and may impose civil monetary penalties, other operating restrictions, and/or other adverse consequences. Although we have policies and procedures in place to facilitate compliance in all material respects with the regulations affecting the health care industry, if a determination is made that we were in material violation of such regulations, our financial condition, results of operations, or cash flows could be materially adversely affected.

Federal Anti-Kickback Statute

We are subject to the federal Anti-Kickback Statute, which is broadly worded and prohibits the knowing and willful offer, payment, solicitation or receipt of any form of remuneration in return for, or to induce, (1) the referral of an individual person covered by federal healthcare programs, such as Medicare and Medicaid, to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or (2) the purchasing, leasing or ordering, or arranging or recommending purchasing, leasing or ordering of any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program. Certain federal courts have held that the Anti-Kickback Statute can be violated if "one purpose" of a payment is to induce referrals. Further, the ACA, among other things, amended the intent requirement of the Anti-Kickback Statute. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation. Violations of the Anti-Kickback Statute can result in exclusion from federal healthcare programs, potential liability under the federal False Claims Act, and civil and criminal fines and penalties of up to $100,000 per violation (as adjusted in 2018) and three times the amount of the unlawful remuneration. In addition to a few statutory exceptions, the Office of Inspector General ("OIG") has published safe harbor regulations that outline

categories of activities that are deemed not to be in violation of the Anti-Kickback Statute, provided all applicable criteria are met. The failure of a financial relationship to meet all of the applicable safe harbor criteria does not necessarily mean that particular arrangement violates the Anti-Kickback Statute. In order to obtain additional clarification on arrangements that may not be subject to a statutory exception or may not satisfy the criteria of a safe harbor, Congress established a process in which parties can seek an advisory opinion from the OIG.

The OIG has issued a number of advisory opinions that have addressed issues that relate to our operations, such as discounted ambulance services being provided to skilled nursing facilities, patient co-payment responsibilities, ambulance restocking arrangements and financial arrangements with local governmental agencies. In a number of these advisory opinions, the government concluded that such arrangements could be problematic if the requisite intent were present. Although advisory opinions are binding only on the OIG and the requesting party or parties, when new advisory opinions are issued, regardless of the requestor, we review them and their application to our operations as part of our ongoing corporate compliance program and endeavor to make appropriate changes where we perceive the need to do so.

The OIG has also addressed potential violations of the Anti-Kickback Statute (as well as other risk areas) in its Compliance Program Guidance for Ambulance Suppliers. In addition to discount arrangements with health facilities, the OIG notes that arrangements between local governmental agencies that control emergency patient referrals and ambulance companies which receive such referrals may violate the Anti-Kickback Statute if the ambulance companies provide inappropriate remuneration in exchange for such referrals. We cannot assure you that enforcement agencies will not find that some of our arrangements with local agencies violate that statute.

Under HIPAA, there are additional Healthcare Fraud and False Statements Relating to Healthcare Matters provisions, which if not complied with, could have an impact on our business. The Healthcare Fraud provision prohibits knowingly and recklessly executing, or attempting to execute, a scheme or artifice to defraud any healthcare benefit program, including private payors, or to obtain by means of false pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any health care benefit program. A violation of this provision is a felony and may result in fines, imprisonment and/or exclusion from government-sponsored programs. Similar to the Anti-Kickback Statute, a person or entity no longer needs to have actual knowledge of the Healthcare Fraud provision or specific intent to violate it in order to have committed a violation. The False Statements Relating to Healthcare Matters provision prohibits knowingly and willfully falsifying, concealing or covering up a material fact by any trick, scheme or device or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. A violation of this provision is a felony and may result in fines or imprisonment.

Additionally, under the Civil Monetary Penalties Law, any entity that induces or attempts to induce a Medicare or Medicaid beneficiary's selection of a particular supplier of Medicare or Medicaid payable services through, among others, waiver of copayments and deductible amounts, or providing items or services for free or for other than fair market value, may be liable for civil monetary penalties for each wrongful act. We cannot ensure that our arrangements or business practices, including our membership program, will not be subject to government scrutiny or be found to violate applicable fraud and abuse laws.

Federal False Claims Act

We are subject to state and federal laws that govern the submission of claims for reimbursement. One of these laws is the federal False Claims Act ("FCA"), which, among other things, prohibits an individual or entity from knowingly presenting or causing to be presented a false or fraudulent claim for payment to the government, including but not limited to the Medicare and Medicaid programs and related managed care programs. Many states have laws prohibiting similar conduct to the extent the claim seeks payment from state funds, including Medicaid. The standard for "knowledge" under the FCA includes "reckless disregard" or "deliberate ignorance" of the truth or falsity of the information. There are a number of other potential bases for liability under the FCA, including knowingly and improperly avoiding an obligation to repay money to the government (often called the "reverse false claims" provision). The government has used the FCA to bring civil claims for Medicare and other government program fraud based on allegations involving coding issues (including up-coding) and billing for services not provided. Violations of other laws, such as the federal Anti-Kickback Statute, can serve as a basis for liability under the FCA.

The FCA may be enforced by the federal government directly, or by a private qui tam plaintiff (a "relator") on the government's behalf. In the latter circumstance, the government is required to investigate the allegations brought by the relator, and then must decide whether or not to intervene. Even if the government declines to intervene, the relator may continue to proceed with the lawsuit on the government's behalf. When a relator brings a qui tam action under the FCA, the defendant often will not be made aware of the lawsuit until the government commences its own investigation or makes a determination whether or not it will intervene.

If a defendant is found liable under the FCA, the defendant is subject to treble damages plus penalties for each separate false claim. These penalties are adjusted annually based on updates to the Consumer Price Index. A successful qui tam relator is entitled to receive a share of any settlement of judgment.

Every entity that receives at least $5.0 million annually in Medicaid payments must have written policies for all employees, contractors or agents, providing detailed information about false claims, false statements and whistleblower protections under certain federal laws, including the federal FCA, and similar state laws.

We believe we have procedures in place to ensure the accurate and proper claiming to government programs. However, the laws and regulations governing Medicare, Medicaid and other government program billing are complex and have not all been subjected to extensive judicial or agency interpretation. Billing errors can occur despite our best efforts to prevent or correct them, and we cannot assure you that the government will not seek to pursue claims based on such potential errors.

Fair Debt Collection Practices Act

The federal Fair Debt Collection Practices Act ("FDCPA") regulates persons who regularly collect or attempt to collect, directly or indirectly, consumer debts owed or asserted to be owed to another person. Certain of the accounts receivable handled by our third-party debt collection vendors are subject to the FDCPA along with comparable statutes in many states, which establishes specific guidelines and procedures that debt collectors must follow in communicating with consumer debtors, including the time, place and manner of such communications. We monitor our vendors for compliance, but there can be no assurance that such monitoring will detect all instances of potential non-compliance. Requirements under state collection agency statutes vary, with most requiring compliance similar to that required under the Fair Debt Collection Practices Act. We believe we are in compliance with the Fair Debt Collection Practices Act and comparable state statutes where applicable.

We are also subject to both federal and state regulatory agencies who have the authority to investigate consumer complaints relating to a variety of consumer protection laws, including but not limited to the Telephone Consumer Protection Act and its state equivalent. These agencies may initiate enforcement actions, including actions to seek restitution and monetary penalties from, or to require changes in business practices of, regulated entities. In addition, affected consumers may bring suits, including class action suits, to seek monetary remedies (including statutory damages) for violations of the federal and state provisions discussed above.

Federal Aviation Administration ("FAA")

We are subject to the Federal Aviation Act of 1958, as amended, and the Federal Aviation Regulations ("FARs"), because several of our subsidiaries hold FAA Part 135 Air Carrier Certificates and one subsidiary holds an FAA Part 145 Repair Station Certificate. The FAA regulates aviation safety and all of our flight and maintenance operations, including equipment, ground facilities, flight dispatch, communications and training. The FAA issues operating certificates and operations specifications to carriers that possess the technical competence to conduct air carrier operations and repair station certificates to repair stations that perform aircraft and/or aircraft parts maintenance. In addition, the FAA issues certificates of airworthiness to each aircraft that meets the requirements for aircraft design and maintenance and registration certificates for each aircraft. Medical interiors and other aircraft products developed by us, or installed on our aircraft, are subject to FAA certification and certain other regulatory approvals. Pursuant to the FARs, we have established, and the FAA has approved or accepted, as applicable, our operations specifications and maintenance programs for our respective aircraft. The FAA has the power to suspend, modify or revoke such certificates for cause, or to impose civil penalties for any failure to comply with federal law and FARs.

The FAA has the authority to issue airworthiness directives and other mandatory orders relating to, among other things, the inspection and maintenance of aircraft and the replacement of aircraft structures, components and parts, based on the age of the aircraft and other factors. If the FAA were to determine that the aircraft structures or components are not adequate, it could order operators to take certain actions, including but not limited to, grounding aircraft, reducing cargo loads, strengthening any structure or component shown to be inadequate and making other modifications to the aircraft. New mandatory directives could also be issued requiring us to inspect and replace aircraft components based on their age or condition. The FAA routinely issues airworthiness directives applicable to our aircraft, and we comply, sometimes at considerable cost.

In 2014, the FAA issued a final rule that required air medical helicopter operators to use higher weather minimums when identifying an alternate airport in a flight plan, to equip aircraft with Helicopter Terrain Awareness and Warning Systems ("HTAWS"), to equip aircraft with a flight data monitoring system within four years, to institute pre-flight risk-analysis programs, to conduct flights using Part 135 weather requirements and flight crew time limitation and rest requirements when medical personnel are on board and to conduct safety briefings or training for medical personnel. We are in compliance with these rules and procedures.

In 2018, the FAA Reauthorization Act of 2018 ("FAA Reauthorization Act"), Pub. L. No. 115-254, 132 Stat. 3186 (2018) required all newly manufactured helicopters to have crash-resistant fuel systems no later than April 5, 2019 and those type certified before 1994 to be retrofitted with kits that improve fuel system crash worthiness as soon as practicable. All of our helicopters are in compliance with these requirements. In addition, the FAA mandated that aircraft operating in airspace that now requires a Mode C transponder must be equipped with ADS-B Out by January 1, 2020. All of our aircraft satisfy this requirements.

On October 5, 2018, President Trump signed the FAA Reauthorization Act of 2018 ("FAA Reauthorization Act"), Pub. L. No. 115-254, 132 Stat. 3186 (2018). Section 418 of the FAA Reauthorization Act requires the Secretary of Transportation, in consultation with the Secretary of Health and Human Services, to establish an air ambulance and patient billing advisory committee ("AAPBC") to review options to improve the disclosure of charges and fees for air medical services, better inform consumers of insurance options for such services, and protect consumers from balance billing. The AAPBC will be comprised of representatives from various stakeholders including three representatives to represent various segments of the air ambulance industry.

The AAPBC held its first meeting January 15-16, 2020. No later than July 14, 2020, the AAPBC must submit a report to the Secretaries of DOT and HHS that explains the costs, benefits, practicability and impact on all stakeholders of distinguishing between charges for air transportation services and non-air transportation services in bills and invoices. The report must also include options for balance billing.

Not later than 180 days after submission of the above referenced report, the Secretary of Transportation must submit a report to the appropriate committees of Congress on air ambulance oversight. The report must include (1) a description of how the Secretary will conduct oversight of air ambulance providers, including the information sources the Secretary will use to conduct such oversight; and (2) a timeline for the issuance of any guidance concerning unfair and deceptive practices among air ambulance providers, including guidance for States and political subdivisions of States to refer such matters to the Secretary.

The FAA Act creates an Aviation Consumer Advocate who must, among other things, review complaints made by air ambulance consumers. Section 419 of the FAA Act requires air ambulance providers to include the hotline telephone number, link to website and contact information for the Aviation Consumer Advocate on any invoice, bill, or other communication provided to a passenger or customer, and the air ambulance provider's website and any related mobile device application.

Other than an increased administrative burden and cost to comply with the billing and other reporting requirements required by the FAA Act, it is unclear at this time what impact, if any, the FAA Act and in particular the recommendations of the AAPBC and Secretary of Transportation will have on our operating costs and ability to operate successfully.

U.S. Department of Transportation

The U.S. Department of Transportation ("DOT") maintains authority over certain aspects of air transportation, such as air carriers' U.S. citizenship, requiring a minimum level of insurance and the requirement that a person be "fit" to engage in air transportation. The DOT has the authority to impose civil penalties, or to modify, suspend or revoke our authorities and registrations for cause, including failure to comply with federal law or DOT regulations. A person holding a Part 298 air taxi registration must be a U.S. citizen (as that term is defined in 49 U.S.C. § 40102(a)(15), as amended and interpreted by the DOT), which requires with respect to corporations that (1) it be organized under the laws of the United States or a state, the District of Columbia, or a territory or possession of the United States, (2) its president and at least two-thirds of its board of directors and other managing officers be U.S. citizens, (3) at least 75% of its voting interest be owned and controlled by U.S. citizens and (4) it be under the actual control of U.S. citizens. Whether or not an air carrier is under "actual control" is assessed on a case-by-case basis based on a totality of circumstance and the test is whether a foreign interest will have a substantial ability to influence the carrier's activities. The DOT may impose conditions or restrictions on such authorities and may conduct a review at any time. We believe we possess all necessary DOT-issued authorities to conduct our current operations and that we continue to qualify as a U.S. citizen.

DOT has limited authority under the Airline Deregulation Act to regulate the prices, routes or services of an air carrier, including an air ambulance operator. DOT's Office of Aviation Enforcement and Proceedings may pursue enforcement action against air ambulance operators who engage in unfair and deceptive practices. The Aviation Consumer Protection Division collects complaints and comments related to practices via an online complaint form on its website and reviews them to determine if the air ambulance operator is in compliance with DOT regulations. Beginning in January 2018, DOT began to publish consumer complaints against air ambulance operators on its website.

Environmental Requirements

We are subject to many environmental regulations, including those dealing with fuel storage tanks, hazardous substance and hazardous waste management, vehicle and equipment emissions and noise, and storm water discharge from our properties. In the event of a discoverable environmental impact, we may also be subject to liability for contamination resulting from our being a current or former owner or operator of properties, including properties at which hazardous substances are currently present or have been used in the past. We are not aware of any material violations of environmental regulations applicable to us or of any liability for contamination of properties which in turn could materially and adversely affect us.

We believe that our aircraft currently meet all applicable requirements for engine emission levels. However, concern over climate change, including the impact of global warming, has led to significant U.S. and international legislative and regulatory efforts to address greenhouse gas emissions, including aircraft and diesel engine emissions. Moreover, under the Clean Air Act, individual states or the U.S. Environmental Protection Agency may adopt regulations requiring reduction in emissions of air pollutants for one or more localities based on the measured air quality at such localities. Such regulations may seek to limit or restrict emissions by regulating the use of emission-producing ground service equipment or aircraft auxiliary power units. Any regulatory changes could require us to make modifications to our operations, the impact and/or cost of which could be significant.

The FAA, with the assistance of the U.S. Environmental Protection Agency, is authorized to establish standards governing aircraft noise. The United States is also a member of the International Civil Aviation Organization ("ICAO") that has set noise stringency standards for helicopters. In March 2014, the FAA issued a final rule to adopt the ICAO noise standards for Stage 3 helicopters that are type certified in the United States. All of our operating aircraft satisfy Stage 3 noise compliance requirements. In addition to federal regulation of aircraft noise, certain airport operators have local noise regulations, which limit aircraft operations by type of aircraft and time of day. The Airport Noise and Capacity Act of 1990 provides that, in the case of Stage 3 aircraft, an airport operator must obtain the carriers' consent to or the government's approval of the rule prior to its adoption. We believe the operation of our aircraft currently meet local airport rules. However, airport authorities may adopt new or more stringent local noise regulations, and in return, we may be required to spend substantial funds, make operational changes, or take other actions to comply with these new standards.

In 2016, the EPA issued its final rule adopting the endangerment finding that aircraft engine greenhouse gas (GHG) emissions cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Following the endangerment finding, the EPA is obligated under the Clean Air Act to set aircraft engine emissions standards via a notice of proposed rulemaking. Although the EPA has not done so to date, it is anticipated to set standards that would closely align with emission standards adopted by the International Civil Aviation Organization in March 2017 recommending new GHG standards that would apply to new aircraft type designs from 2020, and would be phased in for newly manufactured existing aircraft type designs starting in 2023. Several states have also adopted or are considering the adoption of GHG emission regulations, primarily with tracking emissions inventories and/or regional greenhouse gas cap and trade programs.

In December 2015, at the 21st Conference of the Parties to the United Nations Framework Convention on Climate Change, over 190 countries, including the United States, reached an agreement to reduce GHG emissions (the Paris Agreement). The Paris Agreement entered into force in the U.S. in November 2016; however, the U.S. announced on June 1, 2017 its intention to withdraw from the Agreement, which pursuant to the terms of the Agreement cannot be until November 4, 2020. Although the Paris Agreement does not reference aviation, to the extent that the United States reverses its withdrawal position or other countries implement the agreement or impose other climate change regulations, either with respect to the aviation industry or with respect to related industries such as the aviation fuel industry, it could have an adverse effect or indirect effect on our business.

Other Governmental Regulations

Our business is also subject to other governmental regulations at the federal, state and local levels. The federal government regulates our radio licenses, which are required for our aircraft and vehicle communications systems. The National Transportation Safety Board is authorized to investigate aircraft accidents and to recommend improved safety standards. The Transportation Security Administration is responsible for the security of aircraft and airports. In addition, the majority of states also have statutes or regulations similar to the federal Anti-Kickback Statute and the False Claims Act, which apply to items and services reimbursed under Medicaid and other state programs, or, in some of these states, apply regardless of the payor, as well as privacy, security, and breach notification laws similar to HIPAA. Applicable federal, state and local laws and regulations are subject to change. These regulatory requirements may require us in the future to increase our capital and operating expenditures in order to maintain current operations or initiate new operations. See "Risk Factors—Risks Related to Regulatory Requirements—Increased governmental requirements or failure to comply with existing governmental requirements could increase our costs or reduce our ability to operate successfully."

Employees

As of December 31, 2019, we employed more than 37,000 employees across a wide range of specialized disciplines, including aviation, medical, communications, information technology, billing and collections, marketing, management and administration. Our employees serve in the following functions.

Function	Total
Pilots	1,606
Paramedics	9,387
EMTs	13,840
Nurses	1,657
Support personnel	11,055
Total	37,545

Approximately 34% of our employees are represented by 65 active collective bargaining agreements. There are 18 operational locations representing approximately 2,200 employees currently in the process of negotiations or that will be subject to negotiation in 2020. In 2021, 25 collective bargaining agreements, representing approximately 4,750 employees will be subject to negotiation. While we believe we maintain a good working relationship with our employees, we have experienced some union work actions.

Management Team

Our senior management team, led by Randel G. Owen, President and CEO of GMR, Edward Van Horne, COO of GMR, Michael E. Preissler, CFO of GMR, and Thomas A. A. Cook, General Counsel of GMR, is comprised of industry veterans with diverse professional experiences covering all relevant aspects of aviation operations, ground transportation operations and healthcare services. Our management team drives our company to deliver high-quality patient care and provide safe aviation and ground operations. In addition, our management team has expanded access to quality medical care by opening greenfield bases, successfully converting or developing hospital partnerships and making disciplined acquisitions.

Our Sponsor

On April 28, 2015, investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P. ("KKR") acquired 100% of the equity interests of the Company. KKR is a leading global investment firm that manages investments across multiple asset classes including private equity, energy, infrastructure, real estate, credit and hedge funds. KKR aims to generate attractive investment returns by following a patient and disciplined investment approach, employing world-class people, and driving growth and value creation at the asset level. KKR invests its own capital alongside its partners' capital and brings opportunities to others through its capital markets business.

Support Infrastructure and Technology

To support operations across our business units, we maintain an infrastructure that provides administrative and support services to our healthcare professionals and administrative staff. These support services include but are not limited to:

- accounting and finance;
- revenue cycle management;
- compliance, education and oversight;
- information technology;
- human resources and employee benefits;
- legal;
- supply chain management;
- business development;
- risk management; and
- government affairs.

These support services are critical to the success of our business. Personnel located at our corporate headquarters primarily provide these services, but we also have regional offices where we have substantial operations. These services allow us to leverage our operations excellence and existing infrastructure to provide services to our patients and employees. Our infrastructure has enabled us to integrate newly developed or acquired businesses while achieving significant economies of scale.

We have invested in and developed management information systems that support our current operations and that management believes will support our projected growth. These enable us to efficiently manage the billing and collections processes and financial support functions. Our technology solutions provide information for operations personnel, including real-time operating statistics, tracking of strategic plan initiatives, electronic purchasing and inventory management solutions.

Safety and Risk Management

Our commitment to the highest safety standards is at the core of our values and culture. Our modern infrastructure, quality standards, effective maintenance program and routine training are the foundation of our safety and risk management programs. Our safety and risk management team develops and executes strategic planning initiatives

focused on mitigating the factors that drive losses in our operations. We aggressively investigate and respond to incidents. Operations supervisors submit documentation of any incidents resulting in a claim to the third-party administrator handling the claim. We have a dedicated liability unit with our third-party administrator which actively engages with our staff to gain valuable information for closure of claims. Information from the claims database is an important resource for identifying trends and developing future safety initiatives.

We focus significant resources on our healthcare compliance program, involving outside healthcare regulatory counsel and oversight by a compliance committee of our board of directors. We have made substantial investments to ensure compliance with U.S. federal healthcare regulations across our operations, including billing and collections, relationships with referral sources, patient chart documentation, the membership program and other pertinent areas.

The operation of aircraft involves some degree of risk. Hazards, such as pilot error or mechanical failure, are inherent in providing aircraft services and can cause personal injury and loss of life, damage to property and equipment and suspension of operations. We conduct a formal written risk assessment on all of our flights, focusing on event analysis, safety metrics and medical care. We have base- and corporate-level designated safety representatives and committees, annual safety symposiums and internal and external safety training, as well as annual internal and external audits.

GMR leads the air medical transport industry in key safety investments and initiatives. We were the first major operator to move to 100% night vision goggles. We have an industry leading training program with recurrent training every 120 days with the inclusion of full motion simulation. We have invested in dual axis auto pilot for single engine aircraft along with the commitment for real time flight data monitoring to monitor the health and safe flying of the aircraft integrated real time to the operation control center.

Our ground operations utilize an on-board monitoring system, Road Safety, which measures operator performance against our safe driving standards. The use of Road Safety has led to improved driving behaviors within 90 days of installation. Road Safety has been implemented in a significant number of our vehicles in emergency response markets. Our vehicles are also equipped with power stretchers, which we believe reduce the number of lifting injuries to our employees. We train and educate all new employees on our safety programs including, among others, emergency vehicle operations, various medical protocols, use of equipment and patient focused care and advocacy. Our safety training also involves continuing education programs and a monthly safety awareness campaign. We also work directly with manufacturers to design equipment modifications that enhance both patient and medical personnel safety.

Insurance

Given the nature of the services we provide, we are subject to aviation, automobile, professional and general liability claims and related lawsuits in the ordinary course of business. We maintain insurance with third-party insurers generally on a claims-made basis, subject to self-insured retentions, exclusions and other restrictions. A substantial portion of our automobile, professional and general liability loss risks are being provided by a third-party insurer that is fully reinsured by our wholly owned captive insurance company. In addition, our wholly owned captive provides coverage for a substantial portion of our employee workers' compensation claims. The assets, liabilities and result of operations of our wholly owned captive insurance company subsidiary are included in our consolidated financial statements.

Our hull insurance for aircraft covers aviation risks related to our operations, including civil liability in respect of accidents and physical losses or damages to aircraft in certain circumstances.

RISK FACTORS

The risks described below are not the only risks we face. Any of the following risks could materially adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business operations.

Risks Related to Our Business

Most of our revenue is dependent on the number of patient transports we conduct, if the number of patient transports is adversely affected, such as fewer emergency transport requests, either directly for our ground 911 operations or for our air transports from hospitals, emergency dispatchers or other emergency personnel, our revenue and profitability will decrease.

Almost all our revenue is dependent upon patient transport volume. For certain operations, we rely on relationships with sending hospitals, 911 and other first responder providers for patient requests. These requesting entities can distribute calls among local air and ground providers as they choose, and we typically do not have agreements with them that require them to use our services. As a result, we are affected by the distribution of calls among competitors by local government agencies and hospitals. For other flight operations, we generally have relationships with a host hospital, whereby we are the first call and preferred provider of air medical transport services to that hospital, but we bill patients ourselves on a per patient transport basis. Even though we have a provider relationship with a hospital, we are dependent on the patient transports to generate revenue. Our number of patient transports may be unfavorably impacted by competition; an overall slow-down in economic activity; a decrease in hospital census levels; hospitals retaining a greater number of patients; changes in the distance we transport our patients; increases in scheduled and unscheduled maintenance of our aircraft; a decrease in road traffic volume because of unusually high fuel prices or other factors; cost of the service; loss of confidence in certain markets because of accidents within the air medical industry; or questions regarding the medical necessity for certain transports. Any significant reduction in the number of patient transports we make would have a material adverse effect on our business, financial condition and results of operations.

Because of the significant expenses related to human resources, including pilot, medical personnel and mechanic wages and benefits, insurance and facilities, a substantial portion of our operating expenses are fixed and must be paid even when certain aircraft are not actively servicing customers and thereby generating income. A decrease in our revenues could therefore result in a disproportionately higher decrease in our earnings.

The medical helicopter part of our business is affected by adverse weather conditions, which could adversely impact the results of our operations.

Weather is one of the largest contributors to cancelled flights and is an important determinant in the patient transport volumes in any period. Air medical helicopters flying under visual flight rules, as well as those flying under instrument flight rules, often cannot satisfy a patient transport request during inclement weather. Any weather resulting in poor visibility, high winds, ice or heavy precipitation can reduce patient transport volumes. When weather criteria are not met, pilots and crews must turn down a patient transport request, thereby generating a weather cancellation. In 2019, 17.2% of our patient transport requests were cancelled due to weather compared to 19.6% in 2018.

Weather also influences human activity levels, and less outdoor activity occurs during times of inclement weather. Because outdoor activity levels drive trauma incidence, adverse weather conditions can often reduce the number of patient transport requests. In addition, severe weather for an extended period of time can lead referring agencies to become accustomed to cancelling flights. They can therefore forego making the effort to request a patient transport, thereby reducing demand for our services in a way that we cannot accurately measure. As a result, prolonged periods of adverse weather conditions can have a material adverse effect on our business, financial condition and results of operations. Typically, the months from November through February have lower flight volume due to weather conditions and other factors, resulting in lower patient transport revenue during these months. Adverse weather

conditions could also cause disruptions to our ground medical transport operations, including delays, vehicle collisions and other accidents and patient care incidents, which could have a material adverse effect on our business, financial condition and results of operations.

We are subject to decreases in our revenue as a result of changes in payor mix.

We are subject to risks related to changes in the mix of insured versus uninsured patients that receive our medical services. We respond to calls for patient transport without pre-screening the creditworthiness of the patient, resulting in a mix of insurance and uninsured patients. Patients without insurance coverage represented approximately 3% of our patient transport revenue in 2019. Over the last three years, we have typically collected less than 7% of our charges to uninsured patients because we have greater difficulty recovering our full fees for services rendered to uninsured patients. Our credit risk related to services provided to uninsured individuals is exacerbated because of legal requirements that communities provide all emergency response services, regardless of a patient's ability to pay. An increase in the number of individuals utilizing our services who do not have an ability to pay could materially and adversely affect our results of operations.

The cost of our services is funded substantially by government and private insurance programs. If this funding is reduced or becomes limited or unavailable to our customers, our business may be adversely impacted.

For the year ended December 31, 2019, net revenue from Medicare and Medicaid accounted for approximately 38% of our total net revenue. The fees that we may earn from services to Medicare and Medicaid patients are set by government fee schedules, and budget pressures and reductions in spending may result in a reduction in Medicare and Medicaid reimbursement and covered services in an attempt to contain costs. Medicare and Medicaid reimbursement rates in certain jurisdictions are below the cost of providing medical transportation. As the cost of healthcare increases and businesses explore ways to contain or reduce operating costs, health insurance coverage provided by employers may be reduced, resulting in an increase in the uninsured population. Furthermore, third-party payors, including Medicare, Medicaid and private health insurance providers are increasingly challenging amounts claimed for healthcare-related services. We cannot assure you that reimbursement will be available or that payors' reimbursement policies will not have a material adverse effect on our ability to provide our services on a profitable basis.

Our ability to increase our prices, including the ability to pass increased costs to customers, is limited depending on the party paying for the services and whether we have a contract with such party.

Our ability to collect price increases in our standard charge structure has generally been limited to accounts covered by commercial third-party payors. This is primarily because payments for our Medicare and Medicaid services are set according to government schedules. In 2002, CMS, the federal agency responsible for administering the Medicare program, established a national fee schedule for payment of ambulance transport services in order to control increases in expenditures under Part B of the Medicare program, consider appropriate regional and operational differences, and consider adjustments to account for inflation, among other provisions. These rates governed approximately 38% of our total net revenue in 2019.

As a result, our ability to pass on increased costs for operations is partially limited by reimbursement rates established by Medicare and Medicaid. Therefore, if our costs, including for items such as fuel and spare parts, increase materially, our profitability will be adversely affected because we will not be able to fully pass these costs on to our customers.

Most, if not all, commercial health insurance plans include medically necessary, emergent ambulance transportation as a covered service. The level of benefit, however, varies widely. While some plans reimburse billed charges, a percentage of billed charges or usual and customary amounts, many plans cap the benefit amount at a specifically allowed amount unilaterally determined by the plan. In-network providers agree to accept a specific reimbursement amount from the plan when providing covered services. The plan cannot change the agreed upon reimbursement amount without negotiating with the in-network provider or terminating the in-network agreement. For out-of-network providers, plans may unilaterally change their reimbursement amounts at any time. Any decrease in a plan's reimbursement amount or allowed amount correspondingly increases the patient's financial responsibility for the

out-of-network provider's balance bill amount. In addition, plans may establish billing and reimbursement procedures that disadvantage out-of-network providers, such as permitting electronic invoice submission or appeals only by in-network providers and sending reimbursement checks directly to patients. Our customers may also exert increased pressure on us to become in-network and accept lower payment rates. Although we have not yet experienced significantly increased limitations in the amount reimbursed by commercial third-party payors, future price increases may cause payors to limit coverage as well as payments for medical transport provided by out-of-network providers to amounts less than our standard rates. As a result, there is no assurance that we will be able to maintain historical collection and payment rates from payors.

Increases in fuel costs may negatively impact our operations, as these costs may increase as a percentage of revenue.

The cost and availability of fuel are influenced by many economic and political factors and events occurring in oil-producing countries throughout the world. The price per barrel of oil has fluctuated significantly over the past several years. We cannot predict the future cost and availability of fuel or the impact of disruptions in oil supplies or refinery production from natural disasters. The unavailability of adequate fuel supplies or higher fuel prices could have an adverse effect on our cost of operations and profitability. Similar to other cost increases, we may be limited in our ability to pass on increased costs to third-party payors due to the national fee schedules. While the price per barrel of oil has fluctuated significantly over the last few years, the schedules used by Medicare and Medicaid look to inflation in general, of which oil is only a small component.

Our business requires substantial capital expenditures and working capital financing and we may be unable to obtain needed capital or financing, or be unable to obtain aircraft leasing arrangements, on satisfactory terms or at all.

Our capital expenditure requirements relate primarily to purchasing new aircraft and ground ambulance units, crew quarters and hangar equipment and maintaining and upgrading our existing aircraft and vehicle fleet and medical equipment to serve our customers and remain competitive. The aging of our vehicle fleet requires us to make regular capital expenditures to maintain our current level of service. Changing competitive conditions or the emergence of any significant advances in medical technology could also require us to invest significant capital in additional equipment or capacity in order to remain competitive. If competitors are able to introduce new technology, dispatchers and hospitals may prefer to use their services over ours. To the extent that we do not generate sufficient cash from our operations to fund these capital expenditures, we will need to raise additional funds through public or private debt or equity issuances. Funds from these sources may not be available on favorable terms, if at all. If we are unable to fund any such investment or otherwise fail to invest in new aircraft , ground ambulance units or medical equipment, our business, financial condition or results of operations could be materially and adversely affected. Insufficient funding may also result in our inability to acquire additional aircraft, vehicle, maintain our existing fleet or take advantage of business opportunities, any of which could harm our business.

Similarly, we may be unable to invest in new aircraft through acceptable leasing arrangements or at all. As of December 31, 2019, we leased 157 of our 421 aircraft. Based on several factors, including available lease terms and rates, the requirements of our customers, the value of aircraft and the market conditions for aircraft financing or leasing, we may need, or desire to continue to lease a similar portion of our fleet or to increase the portion of our fleet that we lease. However, due to, among other things, market conditions or our financial condition at the time, we may not be able to enter into leases on terms as favorable as we desire or expect. To the extent we are unable to continue to lease aircraft or increase our number of leased aircraft, particularly if we are also unable to finance the purchase of new aircraft, we may be unable to maintain a sufficient number of aircraft in our fleet, our operations or growth may be limited, and our results of operations and financial position may be adversely affected.

Airworthiness directives and service bulletins could result in some or all of our fleet being grounded.

Our business could be significantly disrupted if a Federal Aviation Administration airworthiness directive or a service bulletin, whether issued by the FAA or one of the manufacturers of components of one of our aircraft, were issued and that directive or service bulletin resulted in the grounding of aircraft of the type we operate while the defect was being corrected. Furthermore, due to our extensive use of Bell Helicopter aircraft, any such directive or service bulletin affecting these aircraft could ground the majority of our fleet, and we may be unable to procure compliant

aircraft within a reasonable time. Any of these pronouncements could have a material impact on the results of our operations.

We are dependent on a limited number of third party suppliers for our aircraft parts and equipment.

As of December 31, 2019, aircraft produced by Bell Helicopter constituted 65% of our helicopter fleet. We currently obtain a substantial portion of our helicopters and helicopter spare parts and components from Bell Helicopter and maintain supply arrangements with other parties for our engine and related dynamic components. Due to high demand, our vendors may experience backlogs in their manufacturing schedules and some parts may be in limited supply from time to time, which could have an adverse impact upon our ability to maintain and repair our aircraft. We do not have an alternative source of supply for parts and components supplied by Bell Helicopter. Failure or significant delay by our vendors in providing necessary parts could, in the absence of alternative sources of supply, have a material adverse effect on our business. Due to our dependence on Bell Helicopter for helicopter parts and components, we may also be subject to adverse impacts from unusually high price increases that are greater than overall inflationary trends. Cost increases may not result in an increase in our reimbursement rates. An unusually high increase in the price of parts or components that cannot be fully passed on to our customers could have a material adverse effect on our business, results of operations and financial condition. We also rely on a limited number of suppliers for the fuel, oils and lubricants required to operate our fleet. Our inability to acquire the required fuel supplies, oils and lubricants could have a material adverse effect on our business, results of operations and financial condition.

Our failure to attract and retain qualified personnel could adversely affect us.

Our ability to attract and retain qualified pilots, mechanics, nurses, paramedics, emergency medical technicians and other highly trained personnel will be an important factor in determining our future success. The market for these experienced and highly trained personnel is extremely competitive. Accordingly, we may not be successful in our efforts to attract and retain such persons. Some of our pilots and mechanics, and those of our competitors, are members of the U.S. military reserves and could be called to active duty. If significant numbers of such persons are called to active duty, it would reduce the supply of such workers, possibly curtailing our operations and likely increasing our labor costs. Our ability to recruit and retain medical personnel, such as paramedics and EMT professionals, significantly affects our business. Our emphasis on operations in rural areas further limits the available pool of qualified personnel, and as a result, medical personnel shortages in some of our market areas can make the recruiting and retention of full-time personnel more difficult and costly. Moreover, we compete with other entities, both municipal and private, to recruit and retain qualified paramedics and EMTs to deliver ambulance services. Failure to retain or replace our personnel or to attract new personnel, or the additional cost of doing so, may have an adverse effect on our business, financial condition and results of operations.

Because our senior management has been key to our growth and success, we may be adversely affected if we lose any member of our senior management.

We are highly dependent on our senior management. Although we have employment agreements with Randel G. Owen, Edward Van Horne, Michael E. Preissler and Thomas A. A. Cook, any member of management may choose to leave our company at any time. Because our senior management has contributed greatly to our growth since our inception, the loss of key management personnel or our inability to attract, retain and motivate sufficient members of qualified management or other personnel could have a material adverse effect on us.

Competition from other air or ground ambulance providers may adversely affect our business.

We face competition from a variety of national, regional and local competitors. Factors that affect competition in the medical transport industry include operational reliability and the quality of patient care. Under the CBM model, we have no fixed revenue stream and instead compete for transport referrals on a daily basis with other operators in the area. Under the hybrid model, we contract directly with hospitals to provide air medical transport using their hospital medical personnel and branding, with contracts typically awarded on a competitive bid basis. Under both models, there is usually more than one competitor in each local market. In addition, we compete against hospitals that operate their own helicopters and, in some cases, against ground ambulances as well. The market for providing ground ambulance

transport services to municipalities, counties, other healthcare providers and third party payors is highly competitive. In providing ground ambulance transport services, we compete with governmental entities, including cities and fire districts, hospitals, local and volunteer private providers, and with several large national and regional providers. In many communities, our most important competitors are the local fire departments, which in many cases have acted traditionally as the first response providers during emergencies, and have been able to expand their scope of services to include emergency ground ambulance transport and do not wish to give up their franchises to a private competitor. Any failure to remain competitive in this industry, with regard to service or any other relevant factor could have an adverse impact on the results of our operations.

New competitors may emerge in the future and capture a share of our present or potential customer base. Any of our competitors may be larger and have greater access to capital than us, which could allow them to increase their operations, take advantage of economies of scale in helicopter, vehicles, fuel or equipment purchasing or otherwise compete more efficiently than we do. There can be no assurance that we will be able to compete successfully against our current or future competitors or that such competition will not have a material adverse effect on our business, results of operations and financial condition.

Adverse changes in general economic conditions and reductions in consumer spending could adversely impact the patients and the hospitals that use our services.

A reduction in activity could result in fewer accidents requiring the use of air and ground medical transport. In addition, any increase in fuel costs could also decrease the aggregate amount driven by consumers, thereby reducing the incidence of traumatic accidents and demand for our services.

Hospitals that are adversely impacted by economic conditions could choose to retain a greater number of patients, rather than utilizing our services to transport them to other hospitals, as a result of their own economic challenges. If our hospital customers determine that the costs of using our services are prohibitive for certain groups of patients, they could cease to use our services with respect to such patients, which could adversely affect our operations.

The current uncertainty in the global economic conditions resulting from the recent disruption in credit markets also poses a risk to our commercial relationships with our hospital customers, suppliers and creditors. If the current situation deteriorates significantly, or if our customers or component and aircraft material suppliers are not able to refinance their existing credit lines or otherwise are forced to cease doing business, our business could be materially adversely impacted.

Our emphasis on servicing rural communities exposes us to risks.

Historically, a significant portion of our air patient transports originated in a rural or super rural zip code. Our emphasis on rural service exposes us to certain risks, such as migration to more urban or suburban living, which could reduce the demand for our services. In addition, the Medicare fee schedule currently provides higher reimbursement rates for rural transports compared to urban transports. If this schedule were to change, it could adversely impact the results of our operations. For example, effective January 1, 2007, CMS adopted revised geographic designations which resulted in several previously classified rural areas to become classified as urban, which resulted in a reduction in reimbursement for those areas. The Medicare Improvements for Patients and Providers Act of 2008 ("MIPPA"), however, specified that, for air ambulance services paid for under the Medicare fee schedule, any area designated as a rural area as of December 31, 2006 that was subsequently redesignated as urban would continue to be treated as a rural area during the period July 1, 2008 through December 31, 2009.

On November 16, 2015, CMS published a final rule addressing several aspects of the Ambulance Fee Schedule. First, CMS extended the ground ambulance bonuses through December 31, 2017, as mandated by legislation enacted on April 16, 2015. The bonuses include a 2% bonus for non-rural areas, a 3% bonus for rural areas, and a 22.6% bonus for "super rural" areas, which CMS has the discretion to change for subsequent years. The Bipartisan Budget Act of 2018 ("BBA") then extended these ground ambulance bonuses or add-on payments through December 31, 2022. These bonuses only apply to ground transport. In the event that Congress fails to pass additional extensions in the future, the Medicare reimbursement for our ground transport services may decrease accordingly and may adversely impact the

results of our operations. Second, CMS continued to use delineations set forth in the Office of Management and Budget's February 28, 2013 bulletin (No. 13-01) to designate rural areas for purposes of payment under the Ambulance Fee Schedule. Third, CMS implemented a requirement that all Medicare-covered ambulance transports be staffed by at least two people who meet the requirements of state and local laws in addition to current Medicare requirements. This requirement was intended to strengthen the federal government's ability to prosecute violations of state and local ambulance staffing laws and recover funds received for services provided while operating in violation of these laws. We cannot assure you that federal authorities will not find that our operations violate state or local ambulance staffing laws.

Finally, a resurgence of full-service community hospitals in rural areas or an increase in rural EMS capabilities could decrease the demand for air medical transports, thereby adversely impacting the results of our operations.

Many of our ground medical transport employees are represented by labor unions and any work stoppage could adversely affect our business. In addition, our workforce could become unionized further, which could subject us to increased wage and benefit costs.

Approximately 34% of our employees are represented by 65 active collective bargaining agreements. There are 18 operational locations representing approximately 2,200 employees currently in the process of negotiations or that will be subject to negotiation in 2020. In 2021, 25 collective bargaining agreements, representing approximately 4,750 employees will be subject to negotiation. We have experienced some union work actions. We cannot assure you that we will be able to maintain and/or negotiate a satisfactory renewal of these collective bargaining agreements or that our employee relations will remain stable.

Given the nature of our business in which a large number of pilots and medical personnel are employed, it is possible that a segment of our workforce could become further unionized in the future. This could result in higher payroll costs, less operational flexibility and an increased risk of employee strike, any of which could adversely impact our business, financial condition and results of our operations.

Aviation transport and ground medical transport operations involve risks, and our reputation, business, financial condition and results of operations could be materially and adversely affected in the event of an accident or other incident involving any of our aircraft or ground ambulance units.

An accident or incident involving one of our aircraft or ground ambulance units could result in significant claims against us for injury or loss of life. We could also be required to repair or replace damaged aircraft and ground ambulance units and be subject to their consequential temporary or permanent loss from service. Substantial claims resulting from an accident in excess of our insurance coverage would materially and adversely affect our business, financial condition and results of operations.

Due to the critical nature of the services we provide, aviation-related risks are often compounded by low-altitude flying. Moreover, our customers consider safety and reliability as two primary attributes when selecting a provider of helicopter air services and any aircraft accident or incident, even if fully insured, could cause a perception among our customers or the general public that our air medical transport operations are less safe or reliable than other ambulance transport means, which could materially and adversely affect our business, financial condition and results of operations. Accidents or incidents among air medical transport operations generally, whether national operations or small local providers, also could cause a negative perception of air medical transport providers, including our company, and could adversely impact the willingness of hospitals, other dispatchers or patients to use air medical services.

Insurance coverage for some of our losses may be inadequate and may be subject to the credit risk of commercial insurance companies.

We maintain general liability aviation insurance, aviation product liability coverage and certain medical malpractice insurance, and we currently believe our level of coverage is customary in the industry and adequate to protect against claims. However, this insurance is subject to limitations such as deductibles and maximum liability amounts and therefore may not cover all of our losses. In addition, we may incur losses that are outside of the coverage of our insurance policies.

In the future, we may not be able to obtain insurance coverage at current levels or at all, and premiums may increase significantly on the coverage that we maintain. For example, a limited number of hull and liability insurance underwriters provide coverage for air medical operators, and as a result those providers have a significant ability to dictate terms and prices to operators, and the pricing and terms of this insurance or our ability to obtain this insurance may be adversely affected if any of these providers cease to operate. The number of air medical accidents, as well as the number of insured losses within other helicopter operations and the commercial airline industry and the impact of general economic conditions on underwriters may result in increases in premiums above the rate of inflation.

Insurance underwriters are required by various federal and state regulations to maintain minimum levels of reserves for known and expected claims. However, there can be no assurance that underwriters have established adequate reserves to fund existing and future claims. If any of our insurance providers are unable to satisfy their insurance requirements for any loss we experience, we may be required to fund that loss ourselves, which could have a material adverse impact on our business, financial condition and results of operations.

The reserves we establish with respect to our losses covered under our insurance programs are subject to inherent uncertainties.

In connection with our insurance programs, we establish reserves for losses and related expenses, which represent estimates involving actuarial and statistical projections, at a given point in time, of our expectations of the ultimate resolution and administration costs of losses we will incur in respect of our liability risks. The estimation of professional liabilities is inherently complex and subjective, as these claims are typically resolved over an extended period of time, often as long as ten years or more. Our reserves are based on historical claims, demographic factors, sector trends, severity and exposure factors and other actuarial assumptions calculated by an independent actuarial firm. The independent actuarial firm performs studies of projected ultimate losses on an annual basis and we utilize these actuarial estimates to determine appropriate reserves. Our reserves could be significantly affected if current and future occurrences differ from historical claim trends and expectations. While we monitor claims closely when we estimate reserves, the complexity of the claims and the wide range of potential outcomes may hamper timely adjustments to the assumptions we use in these estimates. Actual losses and related expenses may deviate, individually and in the aggregate, from the reserve estimates reflected in our consolidated financial statements. The long-term portion of insurance reserves was $129.4 million as of December 31, 2019. If we determine that our estimated reserves are inadequate, we will be required to increase reserves at the time of the determination, which would result in a reduction in our net income in the period in which the deficiency is determined.

Our business and properties may be affected by natural disasters and terrorist activity, and any such event may adversely affect our financial results.

Certain natural disasters could cause us to be unable to operate from certain bases or could otherwise ground our aircraft. Events such as hurricanes, extensive flooding, earthquakes or other natural events could cause damage to our facilities, aircraft or ground ambulance units and could create situations where we are unable to operate over large areas. Each of these events, depending on their duration, could have a material impact on the results of our operations. In 2010, for example, a series of volcanic events in Iceland disrupted air travel across western and northern Europe for over one week, with localized disruptions lasting for several weeks. If a similar event were to occur in the airspace in which we operate, it could cause us to be unable to fly in such areas until ash density levels dissipated. In addition, inadequate preparedness, contingency planning, insurance coverage or recovery capability in relation to a major incident or crisis may prevent operational continuity and consequently impact the reputation of our businesses.

Terrorist acts could adversely affect our ability to operate some or all of our business. For example, after the terrorist attacks on September 11, 2001, the FAA ordered every aircraft in the United States to land and did not permit any new flights until September 13, 2001. If a similar terrorist attack were to occur again, the FAA could again ground all aircraft in the United States. Terrorist incidents could occur at one of the locations at which we base our aircraft, which could affect our ability to operate from that base. Additionally, terrorist incidents could result in our being required to comply with new security measures, which could increase our costs of operations.

We may make acquisitions which could divert the attention of management and which may not be integrated successfully into our existing business.

We intend to continue to participate in the consolidation of the medical transport industry and to expand our existing business by opening new bases and entering into contracts with new hospital customers. We also expect to evaluate and potentially acquire new businesses and integrate those businesses into our existing operations. For example, over the last five years, we have acquired 9 competitive air medical providers and 13 competitive ground medical providers, and we have identified a number of potential acquisition targets. We cannot assure you that expansions or acquisitions will be completed on acceptable terms, that our due diligence process will uncover all potential liabilities or issues affecting our expansion and integration process or that we will be able to integrate successfully the operations of any acquired business into our existing business. Furthermore, expansions or acquisitions into new geographic markets and services may require us to comply with new and unfamiliar legal and regulatory requirements, which could impose substantial obligations on us and our management, cause us to expend additional time and resources and increase our exposure to penalties or fines for non-compliance with such requirements. The acquisitions could be of significant size and involve operations in multiple jurisdictions. The acquisition and integration of another business would divert management attention from other business activities. This diversion, together with other difficulties we may incur in integrating an acquired business, could have a material adverse effect on our business, financial condition and results of operations. In addition, we may borrow money to finance acquisitions. Such borrowings might not be available on terms as favorable to us as our current borrowing terms and may increase our leverage.

We have a large amount of goodwill and other intangible assets as a result of acquisition. Our earnings will be harmed if we suffer an impairment of our goodwill or other intangible assets.

We have a large amount of goodwill and other intangible assets and are required to perform an annual, or in certain situations a more frequent, assessment for possible impairment for accounting purposes. At December 31, 2019, our goodwill and other intangible assets was $3,778.6 million, or approximately 58.9% of our total assets. If we do not achieve our planned operating results or other factors impair these assets, we may be required to incur a non-cash impairment charge. Any impairment charges in the future will adversely affect our results of operations.

In addition to our high level of indebtedness, we have significant obligations relating to aircraft leases and aircraft purchase commitments.

As of December 31, 2019, we had undiscounted operating lease commitments of $447.3 million, related primarily to our real property and aircraft hangars. As of December 31, 2019, we had $289.5 million in undiscounted capital lease commitments. At December 31, 2019, 157 of our 421 aircraft were subject to leases, which have terms ranging from four to ten years. In addition, as of December 31, 2019, we also had commitments to purchase aircraft totaling $36.0 million with $21.7 million scheduled to be paid in 2020. Typically, we have financed these aircraft through capital lease or debt agreements.

Our high level of fixed lease and aircraft purchase obligations will require us to use a significant portion of cash generated by us to satisfy these obligations, and could adversely impact our ability to obtain future financing to support expansion plans or other operational investments. We will require substantial cash flows from operations to make our payments under our capital and operating leases or to purchase new aircraft. If we are not able to make the required payments under the leases, the lenders or owners of the aircraft or hangars may, among other things, repossess those assets, which could adversely affect our ability to conduct our operations. In addition, our failure to make payments under our capital and operating leases could trigger defaults under other leases or under agreements governing our other indebtedness, which could cause the counterparties under those agreements to accelerate the obligations due thereunder. If we are not able to refinance any indebtedness, including our debt that has been accelerated, we may be forced into bankruptcy or liquidation, and we may not be able to repay our obligations under the notes. If we decline to take delivery of the aircraft under purchase obligations due to the lack of available financing or for any other reason, we would forfeit any nonrefundable deposits we previously made to the aircraft manufacturers, which deposits totaled $3.6 million at December 31, 2019.

Cybersecurity incidents could disrupt business operations, result in the loss of critical and confidential information and adversely impact our reputation and results of operations.

We are dependent on the proper function, availability and security of our information systems, including without limitation those systems utilized in our flight, dispatch and collection operations. We have undertaken measures to protect the safety and security of our information systems and the data maintained within those systems, and on an annual basis, we test the adequacy of our security and disaster recovery measures. As part of our efforts, we may be required to expend significant capital to protect against the threat of security breaches or to alleviate problems caused by breaches, including unauthorized access to patient data and personally identifiable information stored in our information systems and the introduction of computer malware to our systems. However, there can be no assurance our safety and security measures or our disaster recovery plan will detect and prevent security breaches in a timely manner or otherwise prevent damage or interruption of our systems and operations. We may be vulnerable to losses associated with the improper functioning, security breach or unavailability of our information systems. We may be held liable to our patients, customers and regulators, which could result in reputational damage, fines, litigation or negative publicity.

Our revenue would be adversely affected if we lost existing contracts.

A significant portion of our ground operational growth historically has resulted from increases in the number of patient encounters and fees for services it provides under existing contracts, the addition of new contracts and the increase in the number of emergency and non-emergency transports. Substantially all of our ground operations net revenue was generated under contracts, including exclusive contracts. The term of these contracts with communities to provide "911" services generally ranges from three to five years. Most of these contracts, including contracts with several of its significant client relationships, are terminable by either of the parties upon notice of as little as 30 days. Any of these contracts may not be renewed or, if renewed, may contain terms that are not as favorable to our ground operations as its current contracts. We cannot assure you that our ground operations will be successful in retaining its existing contracts on comparable or better terms, if at all, or that any loss of contracts would not have a material adverse effect on our business, financial condition and results of operations. Furthermore, certain contracts will expire during each fiscal period, and we may be required to seek renewal of these contracts through a formal bidding process that often requires written responses to a RFP. We cannot assure you that we will be successful in retaining such contracts or that we will retain them on terms that are as favorable as present terms.

A pandemic, epidemic or outbreak of an infectious disease in the markets in which we operate could adversely impact our business and results of operations.

If a pandemic, epidemic, or outbreak of an infectious disease, including the recent outbreak of respiratory illness caused by a novel coronavirus known as COVID-19, or other public health crisis were to occur nationally or in an area in which we operate, our business and results of operations could be adversely affected. The transport and treatment of a highly contagious disease patient in our aircraft or ground ambulance units may result in a temporary shutdown, the diversion of patients, quarantine of staff, or staffing shortages. A pandemic, epidemic or outbreak may also disrupt or delay production and delivery of materials and products in the supply chain, e.g. masks or N95 respirators. A pandemic or an epidemic outside of the United States could also adversely impact our business in ways that are difficult to predict. In the event that the current coronavirus outbreak, or any actions the Chinese government or other governmental authorities take in connection with COVID-19, disrupts the production or supply of pharmaceuticals and medical supplies from China, for example, our business could be adversely affected. The potential impact of a pandemic, epidemic or outbreak of a contagious disease with respect to our markets or our business is difficult to predict and could adversely impact our business.

Risks Related to Regulatory Requirements

Increased governmental requirements or failure to comply with existing governmental requirements for flight operations could increase our costs or reduce our ability to operate successfully.

Our operations are regulated by a number of federal and state agencies. All of our flight operations are regulated by the FAA and the DOT. Flight operations to and from foreign countries are also subject to the rules of the foreign country in which the flight is conducted, as well as international rules and treaties. Aircraft accidents are subject to the jurisdiction of the NTSB or the jurisdiction of the authorities of the foreign country where accident occurred. Standards relating to workplace health and safety are monitored by the federal Occupational Safety and Health Administration ("OSHA"). We are also subject to various federal, state, and local environmental requirements.

The DOT and FAA have jurisdiction over many aspects of our business. The FAA has jurisdiction over our flight operations and aircraft repair, including flight crews, maintenance personnel, aircraft operations, and maintenance and ground facilities. The DOT has jurisdiction over our economic authority to provide air transportation. We are required to have an air carrier certificate and operations specifications issued by the FAA and a current Part 298 air taxi registration filed with and approved by the DOT to transport personnel and property in our helicopters. We are required to have a repair station certificate and operations specifications issued by the FAA to perform work as a repair station. The air carrier certificate, Part 298 air taxi registration and repair station certificate are potentially subject to amendment, suspension or revocation in accordance with procedures set forth in the Federal Aviation Act of 1958, as amended, and Title 14 of the Code of Federal Regulations (the "Federal Aviation Regulations").

The Federal Aviation Regulations impose requirements on air carriers and repair stations, including in the areas of equipment, training, pilot eligibility, pilot flight or duty time, maintenance, maintenance personnel training and eligibility, drug and alcohol testing and operations. In 2012, Congress enacted legislation signed into law by the President requiring the FAA to conduct rule-makings for new operational and equipment requirements for air ambulance operators such as ours. The FAA promulgated final rules that went into effect on April 22, 2015 and require helicopter air ambulances to follow new operational procedures and additional equipment to prevent fatal helicopter air ambulance accidents. The FAA also requires us to file reports confirming our continued compliance, and the DOT requires us to amend and update our Part 298 air taxi registrations in certain circumstances. The FAA conducts regular inspections regarding the operations, maintenance, safety, training, and general regulatory compliance of our U.S. aviation operations. In addition, the FAA may revise its regulations and impose additional requirements on air carriers with respect to safety equipment, training, flight or duty time for pilots, and compliance with such requirements would require additional capital expenditures.

Federal law requires that U.S. air carriers be citizens of the United States as defined in 49 U.S.C. § 40102(a)(15) and interpreted by the DOT. For example, for a corporation to qualify as a United States citizen, it must be organized under the laws of the United States, a U.S. state, the District of Columbia or a territory or possession of the United States; the president and at least two-thirds of the directors and other managing officers of the corporation must be United States citizens; at least 75% of the voting interest of the corporation must be owned and controlled by United States citizens; and the corporation must be actually controlled by U.S. citizens. If we are unable to satisfy the FAA and DOT requirements, the DOT and FAA may bring an enforcement action to suspend or revoke our operating authorities or seek civil penalties.

In addition to economic licensing and citizenship issues, DOT also has jurisdiction over consumer protection issues in air transportation. For example, DOT can bring enforcement actions against air ambulance operators for misrepresenting the type of authority they have in advertisements or company websites. In addition, in July 2017, the Government Accountability Office issued a report supporting increased DOT oversight over air ambulances in the consumer protection space with recommendations that DOT take steps to inform the public that DOT is the primary regulatory authority over air ambulances and that DOT collect more data on consumer complaints. In response, DOT updated its website and consumer complaint intake forms to account for air ambulance issues and will be publishing data on the number of complaints filed against air ambulance operators beginning in January 2018.

International air transportation is subject to government regulation. Operating in international markets is subject to aviation agreements between the United States and the respective countries or governmental authorities. Bilateral and multilateral agreements among the U.S. and various governments of countries we serve are periodically subject to renegotiation. Changes in U.S. or foreign government aviation policies could result in the alteration or termination of such agreements or otherwise adversely affect our international operations. International operations require reciprocal authority in any foreign jurisdiction.

Compliance with these requirements is costly, and any change in requirements from any of the above agencies could significantly increase our costs. Furthermore, failure to comply with such requirements could result in fines, penalties, injunctions, suspension or revocation of required authorities and certificates, which could adversely impact our operations.

We conduct business in a heavily regulated industry and if we fail to comply with applicable laws and government regulations, we could incur penalties or be required to make significant changes to our operations.

The healthcare industry is heavily regulated and closely scrutinized by federal, state and local governments. Comprehensive statutes and regulations govern the manner in which we provide and bill for services, our contractual relationships, our marketing activities and other aspects of our operations. Failure to comply with these laws can result in civil and criminal penalties and adverse consequences such as fines, damages, revocation of billing privileges, bars on re-enrollment in federal or state healthcare programs, cancellation of our agreements, placement on the CMS Preclusion List, damage to our reputation, and exclusion from the Medicare and Medicaid programs. The risk of being found in violation of these laws and regulations is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are sometimes open to a variety of interpretations. In addition, private citizens (referred to as "relators") can file lawsuits on behalf of the government under federal and state false claims statutes to allege non-compliance with applicable laws. This increases the possibility that this type of action may be filed. Government agencies typically investigate cases filed by relators and either assume control of the case or decline to do so; however, the relator is free to continue to pursue a false claims case even where the government has declined to assume control over it. Any action against us alleging the violation of these laws or regulations, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business.

State and federal statutes impose substantial penalties—including civil and criminal fines, exclusion from participation in government programs, and imprisonment—on entities or individuals (including any individual corporate officers or physicians deemed responsible) that fraudulently or wrongfully bill governmental or other third-party payors for services. Third party payors typically have differing and complex billing and documentation requirements that we must meet in order to receive reimbursement for our services. We believe that audits, inquiries, and investigations from government agencies and contractors will continue to occur from time to time in the ordinary course of our business, including as a result of our arrangements with hospitals and health care providers. In addition, we may be subject to increased audits from private payors to the extent they encounter pricing pressures related to health care reform. This could result in substantial defense costs to us and a diversion of management's time and attention. Such pending or future audits, inquiries, or investigations, or the public disclosure of such matters, may have a material adverse effect on our financial condition and results of operations.

In addition, changes in regulations, including by state EMS regulatory agencies could result in increased costs. Also, if any state in which we offer our membership program finds it to be an insurance product, we could incur substantial costs to comply with insurance regulations. Finally, if states do not recognize the Railway Labor Act exemption for overtime, our employees in such states could be eligible to receive overtime compensation.

The hospitals and other medical facilities that we service are also subject to ethical guidelines and operational standards of professional and trade associations and private accreditation agencies. Compliance with these guidelines and standards is often required by our contracts with these parties or to maintain our reputation. The failure by the parties with whom we contract to comply with such guidelines and standards could have a material adverse effect on our business, financial conditions, results of operations and reputation.

The laws, regulations and standards governing the provision of healthcare services may change significantly in the future. We cannot assure you that any new or changed healthcare laws, regulations or standards would not materially and adversely affect our business. We also cannot assure you that a review of our business by judicial, law enforcement, regulatory or accreditation authorities would not result in a determination that could adversely affect our operations.

We are subject to comprehensive and complex laws and rules that govern the manner in which we bill and are paid for our services by third-party payors and our relationships to patients and other health care providers, and the failure to comply with these rules, or allegations that we have failed to do so, can result in civil or criminal sanctions, including exclusion from federal and state healthcare programs.

Like most healthcare providers, the majority of our services are paid for by commercial or governmental third-party payors, including Medicare and Medicaid. These third-party payors typically have differing and complex billing and documentation requirements that we must meet in order to receive payment for our services. Reimbursement to us is typically conditioned on providing the correct billing codes and properly documenting the services, including the level of service provided and medical necessity for the services.

We must also comply with numerous other laws applicable to our documentation and the claims we submit for payment, including but not limited to (1) "coordination of benefits" rules that dictate which payor we must bill first when a patient has potential coverage from multiple payors; (2) requirements that we obtain the signature of the patient or patient representative, when possible, or document why we are unable to do so, prior to submitting a claim; (3) requirements that we make repayment to any payor which pays us more than the amount to which we were entitled; (4) requirements that we bill a hospital or nursing home, rather than Medicare, for certain ambulance transports provided to Medicare patients of such facilities; (5) requirements that our electronic claims for payment be submitted using certain standardized transaction codes and formats; and (6) laws requiring us to handle all health and financial information of our patients in a manner that complies with specified security and privacy standards.

Governmental and private third party payors and other enforcement agencies carefully monitor and audit our compliance with these and other applicable rules, and in some cases in the past have found that we were not in compliance. We have received in the past, and expect to receive in the future, repayment demands from third party payors based on allegations that our services were not medically necessary, were billed at an improper level or otherwise violated applicable billing requirements. Our failure to comply with the billing and other rules applicable to us could result in non-payment for services rendered or refunds of amounts previously paid for such services. In addition, non-compliance with these rules may cause us to incur civil and criminal penalties, including fines, imprisonment of our management or employees, and exclusion from government healthcare programs such as Medicare and Medicaid, under a number of state and federal laws. These laws include the federal healthcare programs anti-kickback law (42 U.S.C. §1320a-7b) (the "Anti-Kickback Statute"), the federal False Claims Act (31 U.S.C. §3729 et seq.) (the "False Claims Act"), the Civil Monetary Penalties Law, the Health Insurance Portability and Accountability Act of 1996 and other provisions of federal, state and local law.

The federal Anti-Kickback Statute prohibits, among other things, any person from knowingly and willfully offering, soliciting, receiving or providing remuneration, directly or indirectly, to induce either the referral of an individual for an item or service or the purchasing or ordering of a good or service, for which payment may be made under federal healthcare programs such as the Medicare and Medicaid programs. The Anti-Kickback Statute is subject to evolving interpretations. Certain federal courts have held that the Anti-Kickback Statute can be violated if "one purpose" of a payment is to induce referrals. In addition, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. Moreover, the government may assert that a claim including items or services resulting from a violation of the Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act. The majority of states also have anti-kickback laws which establish similar prohibitions and in some cases may apply to items or services reimbursed by any third-party payor, including commercial insurers.

In 1999, the Department of Health and Humans Services Office of Inspector General issued an Advisory Opinion indicating that discounts provided to skilled nursing facilities on the transports for which they are financially responsible potentially violate the Anti-Kickback Statute when the ambulance company also receives referrals of

Medicare and other government-funded transports from the facility. The OIG has clarified that not all discounts violate the Anti-Kickback Statute, but that the statute may be violated if part of the purpose of the discount is to induce the referral of the transports paid for by Medicare or other federal programs, and the discount does not meet certain "safe harbor" conditions. In the Advisory Opinion and subsequent pronouncements, the OIG has provided guidance to ambulance companies to help them avoid unlawful discounts. Our contracts with healthcare facilities and other marketing practices or transactions entered into by us may implicate the Anti-Kickback Statute. We cannot assure you that the OIG or other authorities will not find that our past and current marketing practices and relationships violate the statute.

Additionally, the civil False Claims Act prohibits knowingly presenting or causing the presentation of a false or fraudulent claim for payment to the U.S. government. Actions under the False Claims Act may be brought by the Attorney General or as a qui tam action by a private individual in the name of the government. Violations of the False Claims Act can result in very significant monetary penalties and treble damages. The federal government is using the False Claims Act, and the accompanying threat of significant liability, in its investigation and prosecution of health care providers throughout the country. The government has obtained multi-million and multi-billion dollar settlements under the False Claims Act in addition to individual criminal convictions under applicable criminal statutes. Given the significant size of actual and potential settlements, it is expected that the government will continue to devote substantial resources to investigating healthcare providers' compliance with applicable fraud and abuse laws. In recent years, the number of suits brought by private individuals has increased dramatically. In addition, various states have enacted false claim laws analogous to the False Claims Act. Many of these state laws apply where a claim is submitted to any third party payor and not only a federal healthcare program. There are many potential bases for liability under these false claim statutes. Liability arises, primarily, when an entity knowingly submits, or causes another to submit, a false claim for reimbursement.

To the extent we provide "designated health services," or DHS, our financial relationships with referring physicians may be subject to the Stark Law, which prohibits, among other things, physicians who have a financial relationship, including an investment, ownership or compensation relationship with an entity, from referring Medicare patients to that entity for DHS, as defined under the Stark Law, unless an exception applies. Similarly, entities may not bill Medicare, Medicaid for services furnished pursuant to a prohibited referral. Unlike the federal Anti-Kickback Statute, the Stark Law is a strict liability statute, meaning that all of the requirements of a Stark Law exception must be met in order for referrals to an entity by a physician with a financial relationship with the entity to be compliant with the law. Penalties for violating the Stark Law include denial of payment, civil monetary penalties of up to $15,000 per claim submitted, and exclusion from federal health care programs, as well as a penalty of up to $100,000 for attempts to circumvent the law.

The federal Health Insurance Portability and Accountability Act of 1996, also created new federal criminal statutes that prohibit among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense, and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the health care fraud statute or specific intent to violate it in order to have committed a violation.

In addition, a person who offers or transfers to a Medicare or Medicaid beneficiary any remuneration, including waivers of co-payments and deductible amounts (or any part thereof), that the person knows or should know is likely to influence the beneficiary's selection of a particular provider, practitioner or supplier of Medicare or Medicaid payable items or services may be liable for civil monetary penalties of up to $20,866 for each item or service, up to three times the amount claims for the items and services, and exclusion from participation in federal healthcare programs. Moreover, in certain cases, providers who routinely waive copayments and deductibles for Medicare and Medicaid beneficiaries can also be held liable under the Anti-Kickback Statute and civil False Claims Act, which can impose additional penalties associated with each item or service. Although this prohibition applies only to federal healthcare program beneficiaries, the routine waivers of copayments and deductibles offered to patients covered by commercial payors may implicate applicable state laws related to, among other things, unlawful schemes to defraud, excessive fees for services,

tortious interference with patient contracts and statutory or common law fraud. To the extent our air medical membership program is found to be inconsistent with applicable laws, we may be required to restructure or discontinue such programs, or be subject to other significant penalties.

In addition, from time to time we self-identify practices that may have resulted in Medicare or Medicaid overpayments or other regulatory issues. For example, we have previously identified situations in which we may have inadvertently utilized incorrect billing codes for some of the services we have billed to government programs such as Medicare or Medicaid. In such cases, if appropriate, it is our practice to disclose the issue to the affected government programs and to refund any resulting overpayments. The ACA now requires that overpayments be returned within 60 days of identification of the overpayment or the date a corresponding cost report is due (whichever is later), along with a written explanation of the reason for the overpayment. Any overpayment retained after this deadline is an "obligation" for purposes of the False Claims Act and subject to fines and penalties. Although the government has typically accepted such disclosures and repayments without taking further enforcement action, it is possible that such disclosures or repayments will result in allegations by the government that we have violated the False Claims Act or other laws, leading to investigations and possibly civil or criminal enforcement actions.

Other changes to the Medicare program intended to implement Medicare's new "pay for performance" philosophy may require us to make investments to receive maximum Medicare reimbursement for our services. These program revisions may include (but are not necessarily limited to) the Medicare Physician Quality Reporting System, formerly known as the Medicare Physician Quality Reporting Initiative, which provides additional Medicare compensation to physicians who implement and report certain quality measures.

If our operations are found to be in violation of these or any of the other laws which govern our activities, we may be subject to any resulting penalties, damages, fines or other sanctions or negative consequences, the curtailment or restructuring of our operations, cancellation of our agreements, damage to our reputation, revocation of billing privileges, bars on re-enrollment in federal or state healthcare programs, placement on the CMS Preclusion List, exclusion from participation in federal and state healthcare programs, imprisonment, any of which could adversely affect our ability to operate our business and our financial results. In addition, we may decide to enter into settlement agreements with the government to avoid such sanctions. Typically, such settlement agreements require substantial payments to the government in exchange for the government to release its claims, and may also require us to enter into a corporate integrity agreement, which may require us to incur substantial costs to implement additional compliance and reporting requirements.

Our use and disclosure of personally identifiable information, including health information, is subject to federal and state privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm.

Numerous state and federal laws and regulations govern the collection, dissemination, use, privacy, confidentiality, security, availability and integrity of PII, including PHI. These laws and regulations include HIPAA, which establishes a set of basic national privacy and security standards for the protection of PHI by health plans, healthcare clearinghouses and certain healthcare providers, referred to as covered entities, and the business associates with whom such covered entities contract for services, which includes us. HIPAA requires covered entities like us to develop and maintain policies and procedures with respect to PHI that is used or disclosed, including the adoption of administrative, physical and technical safeguards to protect such information. HIPAA also implemented the use of standard transaction code sets and standard identifiers that covered entities must use when submitting or receiving certain electronic healthcare transactions, including activities associated with the billing and collection of healthcare claims.

HIPAA imposes mandatory penalties for certain violations. Penalties for violations of HIPAA and its implementing regulations start at $100 per violation and are not to exceed $50,000 per violation, subject to a cap of $1.5 million for violations of the same standard in a single calendar year. However, a single breach incident can result in violations of multiple standards. HIPAA also authorizes state attorneys general to file suit on behalf of their residents. Courts will be able to award damages, costs and attorneys' fees related to violations of HIPAA in such cases. While HIPAA does not create a private right of action allowing individuals to sue us in civil court for violations of HIPAA, its

standards have been used as the basis for duty of care in state civil suits such as those for negligence or recklessness in the misuse or breach of PHI. In addition, HIPAA mandates that the Secretary of HHS conduct periodic compliance audits of HIPAA covered entities or business associates for compliance with the HIPAA Privacy and Security Standards. It also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the Civil Monetary Penalty fine paid by the violator.

HIPAA further requires that patients be notified of any unauthorized acquisition, access, use, or disclosure of their unsecured PHI that compromises the privacy or security of such information, with certain exceptions related to unintentional or inadvertent use or disclosure by employees or authorized individuals. HIPAA specifies that such notifications must be made "without unreasonable delay and in no case later than 60 calendar days after discovery of the breach," but many state breach notification laws require notifications to be made within shorter timelines. If a breach affects 500 patients or more, it must be reported to HHS without unreasonable delay, and HHS will post the name of the breaching entity on its public web site. Breaches affecting 500 patients or more in the same state or jurisdiction must also be reported to the local media. If a breach involves fewer than 500 people, the covered entity must record it in a log and notify HHS at least annually.

Many states in which we operate also have state laws that protect the privacy and security of PII. These laws may be similar to or even more protective than HIPAA. Where state laws are more protective than HIPAA, we have to comply with their stricter provisions. Not only may some of these state laws impose fines and penalties upon violators, but some may afford private rights of action to individuals who believe their personal information has been misused. California's patient privacy laws, for example, provide for penalties of up to $250,000 and permit injured parties to sue for damages. The interplay of federal and state laws may be subject to varying interpretations by courts and government agencies, creating complex compliance issues for us and our clients and potentially exposing us to additional expense, adverse publicity and liability. We may not remain in compliance with diverse privacy requirements in all of the jurisdictions in which we do business.

Health information privacy laws are changing rapidly. New health information standards, whether implemented pursuant to HIPAA, congressional action or otherwise, could have a significant effect on the manner in which we must handle healthcare related data, and the cost of complying with standards could be significant. If we do not properly comply with existing or new laws and regulations related to PHI, we could be subject to criminal or civil sanctions.

Our results of operations may be adversely affected if the ACA is repealed, replaced or otherwise significantly changed. We are unable to predict what, if any, and when such changes will be made in the future.

The ACA has reduced the number of uninsured patients to whom we provide health care services. It has done so primarily through the Exchanges and Medicaid expansion. It also, however, reduced our Medicare and Medicaid reimbursement, including reductions to "market basket" increases that took effect before the effective date of the market reforms and Medicaid expansion. Some of those decreases were substantial. Nevertheless, it is expected that the ACA, as presently implemented, will continue to have a meaningful contribution to the Company's results of operations.

However, many insurers have exited the Exchanges in the markets served by the Company. To the extent some markets lack a sufficient number of insurers participating in the Exchanges, it could threaten the continued viability of the Exchanges in those markets.

Additionally, the Trump administration and U.S. Congress have sought, and may seek in the future, to modify, repeal or otherwise invalidate all or a part of the ACA and it remains unclear what new framework may emerge as a result of such efforts. Some of those proposals include age-based rather than income-based tax credits, as well as "risk pools" for those with pre-existing conditions. Further, there are proposals to create block grants to states for Medicaid or to establish "per capita caps" on state Medicaid programs. Those block grants or per capita caps could apply not only to the Medicaid expansion under the Health Reform Law, but also to Medicaid as a whole. For example, in January 2020, CMS announced the optional Healthy Adult Opportunity demonstration initiative, under which states may seek demonstration authority to provide coverage under aggregate or per capita caps for certain populations of adults under age 65. Congress could eliminate or alter provisions that are beneficial to us while leaving in place provisions that impose costs on us or otherwise decrease our revenues. For example, emergency services are currently included among

the "essential health benefits" that individual and small group plans must cover, but this provision could be repealed or amended, or the benchmark plans defining the scope of essential health benefits could change. We cannot predict whether any such repeal, amend or replacement proposals, or any parts of them, will become law, and if they do what their substance or timing will be.

In addition, Tax Act eliminated the tax penalty assessed against individuals who do not have health insurance, but did not make any other changes to the then current law. On December 14, 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress as part of the Tax Act. On December 18, 2019, a three-judge panel of the U.S. Court of Appeals for the Fifth Circuit ruled that the ACA's individual mandate is unconstitutional because the Tax Act modified the individual mandate so that it could no longer constitute a tax and remanded the case to the U.S. district court in Texas to determine if the remainder of the ACA is severable from the individual mandate. On January 29, 2020, the Fifth Circuit denied a rehearing en banc. On March 2, 2020, the Supreme Court announced that it would consolidate two cases on the constitutionality of the ACA and hear oral arguments. Litigation over the ACA is likely to continue, and it is unclear how these decisions, subsequent decisions and appeals, and other efforts to repeal and replace the ACA will impact the ACA and our business. The elimination of this penalty may result in fewer consumers purchasing insurance, which may result in increasing the number of uninsured transports, and thereby may negatively impact our revenues and profitability. The President of the United States has also signed an executive order that directs agencies to minimize "economic and regulatory burdens" of the ACA. It is unclear what regulations or policies will be proposed and implemented pursuant to that executive order. In addition, the President has made statements suggesting that federal subsidies to insurers will cease or be cut. Further, the open enrollment period for individuals to purchase plans on the federal exchange was reduced by half in 2017, and 2018 and 2019 had similarly short enrollment periods, which may result in fewer insured consumers and increase the number of uninsured transports. Given the uncertainty in the marketplace, insurers have increased premiums or discontinued or limited plan offerings, and may continue to do so, which also may result in fewer insured consumers, increase the number of uninsured transports, and thereby may negatively impact our revenues and profitability.

Further government efforts to repeal or change the ACA and any future legislation could reduce transportation volumes, lower reimbursement for our services and/or decrease our collection rates, impact the demand for our services or reduce the prices at which we provide our services, and as such, may have a materially adverse effect on our business, results of operations, cash flow, capital resources and liquidity. We cannot predict whether we will be able to modify certain aspects of our operations to offset any potential adverse consequences from the ACA or other federal or state health reform initiatives.

Our results of operations may be adversely affected by proposed legislation related to surprise medical billing in emergency situations. We are unable to predict what, if any, and when such changes will be made in the future.

Over the past year, Congress has held hearings on proposed solutions to surprise medical billing in emergency care situations. Surprise medical billing occurs when a patient is treated by an out of network provider and is billed the difference between what the insurer paid and the provider's billed charges. Beginning in 2019, Members of Congress and congressional committees proffered and voted on surprise medical billing legislation. President Trump and Administration officials have also issued statements encouraging Congress to end surprise medical billing practices. Some legislative proposals have included air and/or ground ambulances. Some of these proposals contemplate arbitration or statutory payment standards or rates and could adversely affect our results of operations. Other legislative proposals contemplate reports on costs and claims and advisory committees on ground ambulance billing. However, no legislation has received a floor vote in either the House of Representatives or Senate. Congress may pass one of these bills, or some variation of these bills, in the future and it remains unclear what, if any, framework may emerge as a result of such efforts. A number of state governments have also enacted or may pass legislation on surprise medical bills. Our results of operations may be adversely affected if surprise medical billing legislation passes. We are unable to predict what, if any, and when such changes will be made in the future.

Changes in the rates or methods of third party reimbursements, including due to political discord in the budgeting process outside our control, may adversely affect our revenue and operations.

We derive a significant portion of our revenue from direct billings to patients and third party payors such as Medicare, Medicaid and private health insurance companies. As a result, any changes in the rates or methods of reimbursement for the services we provide could have a significant adverse impact on our revenue and financial results.

In addition to changes from the ACA, and the potential repeal or replacement thereof or changes thereto, government funding for healthcare programs is subject to statutory and regulatory changes, administrative rulings, interpretations of policy and determinations by intermediaries and governmental funding restrictions, all of which could materially impact program coverage and reimbursements for both ambulance and physician services. In recent years, Congress has consistently attempted to curb spending on Medicare, Medicaid and other programs funded in whole or part by the federal government. For example, Congress has mandated that the Medicare Payment Advisory Commission, commonly known as "MedPAC", provide it with a report making recommendations regarding certain aspects of the Medicare Ambulance Fee Schedule. MedPAC issued a Report to the Congress on Medicare and the Health Care Delivery System in June 2013. In that report, MedPAC recommended reductions in payment for some types of ambulance services and increases in others. If Congress implements these recommendations it is possible that the resultant changes in the Ambulance Fee Schedule will decrease payments by Medicare for our ambulance services. State and local governments have also attempted to curb spending on those programs for which they are wholly or partly responsible. This has resulted in cost containment measures such as the imposition of new fee schedules that have lowered reimbursement for some of our services and restricted the rate of increase for others, and new utilization controls that limit coverage of our services. In addition, state and local government regulations or administrative policies regulate ambulance rate structures in some jurisdictions in which we conduct transport services. We may be unable to receive ambulance service rate increases on a timely basis where rates are regulated, or to establish or maintain satisfactory rate structures where rates are not regulated.

The U.S. Congress and certain state legislatures have also introduced and, in some cases, passed legislation that (i) prevents an emergency air ambulance provider from collecting any unpaid balance from the patient; and (ii) seeks to define sufficient reimbursement rates as the equivalent of the amounts paid by Medicare or another rate that is less than usual and customary rates. Several courts around the country have held that state laws limiting or regulating air ambulance prices and services are preempted by the Airline Deregulation Act of 1978. Nevertheless, our financial condition, results of operations, or cash flows could be adversely affected by such legislation. We anticipate that Congress and state legislatures may continue to review and assess alternative healthcare delivery and payment systems and may in the future propose and adopt legislation effecting additional fundamental changes in the healthcare delivery system.

We cannot assure you as to the ultimate content, timing or effect of changes, nor is it possible at this time to estimate the impact of potential legislation. Further, it is possible that future legislation enacted by Congress or state legislatures could adversely affect our business or could change the operating environment of our customers. It is possible that changes to the Medicare or other government reimbursement programs may serve as precedent to similar changes in other payors' reimbursement policies in a manner adverse to us. Similarly, changes in private payor reimbursement programs could lead to adverse changes in Medicare and other government payor programs which could have a material adverse effect on our business, financial condition or results of operations.

We believe that regulatory trends in cost containment will continue. We cannot assure you that we will be able to offset reduced operating margins through cost reductions, increased volume, the introduction of additional procedures or otherwise. In addition, we cannot assure you that federal, state and local governments will not impose reductions in the fee schedules or rate regulations applicable to our services in the future. Any such reductions could have a material adverse effect on our business, financial condition or results of operations.

Our business could be harmed from the loss or suspension of a license or accreditation.

Our ambulance operations are subject to licensure and accreditation requirements and regulations in every state in which we operate. These regulations may vary widely from state to state. State requirements govern the licensing or

certification of ambulance service providers, training and certification of medical personnel, the scope of services that may be provided by medical personnel, staffing requirements, medical control, medical procedures, communication systems, vehicles and equipment. Moreover, a final CMS rule published on November 16, 2016, implemented a requirement that all Medicare-covered ambulance transport staff meet the requirements of state and local ambulance staffing laws in addition to current Medicare requirements. This requirement strengthens the federal government's ability to prosecute violations of state and local ambulance staffing laws and recover funds received for services provided while operating in violation of these laws. Over 75% of our CBM bases are also accredited by the CAMTS for excellence in safety and patient care and approximately 9% of our ground ambulance operations are CAAS accredited. We cannot assure you that a state agency rulemaking, CAMTS or CAAS would not impose requirements that are different from or in addition to our current understanding of compliance with such state licensing and accreditation requirements, which may affect our ability to participate in the Medicare and Medicaid programs, or impose fines and penalties for non-compliance, any of which could have a material adverse effect on our business, financial condition or results of operations.

Environmental requirements and liabilities may increase our costs and adversely affect us.

Our operations are subject to environmental laws and regulations in the jurisdictions in which we operate. These laws and regulations, among other things, impose noise limits, including on our helicopters and other aircraft, and limits on air emissions from our aircraft, vehicles and equipment, and establish standards for managing hazardous substances we use and wastes and wastewater that we generate, including from the operation and maintenance of our helicopters and other aircraft as well as our other vehicles. If we fail to comply with applicable environmental laws and regulations, governmental authorities may take action against us that could adversely impact us, such as: issuing administrative, civil and criminal penalties, or denying, revoking or modifying permits or other authorizations. Environmental laws and regulations change frequently, which may result in unanticipated costs to us and may impact our future operations.

We may also be subject to liability for investigation and cleanup costs, personal injuries or property damages, natural resource damages, and other damages arising out of contamination for which we may be responsible, including at currently or formerly owned or operated facilities and at off-site disposal sites. Under some environmental laws, liability may be joint and several and may be found even though the conduct resulting in the contamination was lawful at the time, or was not engaged in by the liable party but by others. Contamination, or the failure to properly clean up contaminated property, may also adversely affect the ability of a property owner to use such property as collateral for indebtedness or to sell such property.

These laws and regulations, including changes in them or their enforcement, or the occurrence of new conditions or discovery of previously unknown conditions for which we may be liable, could have a material adverse effect on our business, financial condition or results of operations.

Risks Related to our Indebtedness

Our substantial indebtedness could adversely affect our financial condition.

We have a substantial amount of indebtedness, which will require interest and principal payments. As of December 31, 2019, we had total indebtedness, including capital leases, of approximately $4,695.8 million, and after giving effect to approximately $108.9 million letters of credit issued thereunder, we had additional borrowing capacity of approximately $391.1 million, subject to borrowing base, under our asset-based revolving credit facility ("ABL Facility").

Our and our subsidiaries' substantial amount of indebtedness could have important consequences, including:

- continuing to require us and certain of our subsidiaries to dedicate a substantial portion of our cash flow from operations to the payment of our indebtedness, thereby reducing the funds available for operations and any future business opportunities;

- limiting flexibility in planning for, or reacting to, changes in our business or the industry in which we operate;
- placing us at a competitive disadvantage compared to our competitors that have less indebtedness;
- increasing our vulnerability to adverse general economic or industry conditions;
- making us and our subsidiaries more vulnerable to increases in interest rates, as borrowings under our bank credit facilities are at variable rates; and
- limiting our ability to obtain additional financing to fund working capital, capital expenditures, acquisitions or other general corporate requirements and increasing our cost of borrowing.

Despite our substantial level of indebtedness, we may be permitted to incur substantial additional indebtedness. This could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. As of December 31, 2019, after giving effect to approximately $108.9 million letters of credit issued thereunder, we had additional borrowing capacity of approximately $391.1 million, subject to borrowing base, under the ABL Facility. Although the documentation governing our existing indebtedness contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and the indebtedness incurred in compliance with these restrictions could be substantial. Also, these restrictions do not prevent us or our subsidiaries from incurring obligations that do not constitute indebtedness. To the extent we and our subsidiaries incur further indebtedness, the substantial risks related to our level of indebtedness would increase.

Our ability to service all of our indebtedness depends on many factors beyond our control and if we cannot generate enough cash to service our indebtedness, we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our obligations with respect to our debt depends on our financial and operating performance, which, in turn, is subject to prevailing economic, financial, competitive, legislative, legal and regulatory factors and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to fund our day-to-day operations or to pay the principal, premium, if any, and interest on our indebtedness.

Cash flows from operations are the principal source of funding for us. Our business may not generate cash flow from operations in an amount sufficient to fund our liquidity needs. If our cash flows are insufficient to service our indebtedness, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance our indebtedness. Our ability to restructure or refinance our debt will depend on the condition of the capital and credit markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations and limit our financial flexibility. In addition, the terms of existing or future debt agreements may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness. These alternative measures may not be successful and, as a result, our liquidity and financial condition could be adversely affected and we may not be able to meet our scheduled debt service obligations. If for any reason we are unable to meet our debt service obligations, we would be in default under the terms of the agreements governing our outstanding debt. If such a default were to occur, our lenders could elect to declare all amounts outstanding immediately due and payable, and the lenders would not be obligated to continue to advance funds under our debt facilities. If the amounts outstanding under our debt facilities were accelerated, our assets may not be sufficient to repay in full the money owed to our other debt holders.

Repayment of our debt is dependent on cash flow generated by our subsidiaries, which may be subject to limitations beyond our control.

We are a holding company that conducts substantially all of our operations through, and derives all of our operating income and cash flow from, our subsidiaries. Accordingly, repayment of our indebtedness is dependent on the generation of cash flow by our subsidiaries and (if they are not guarantors of our indebtedness) their ability to make such cash available to us, by dividend, debt repayment or otherwise.

Unless they are guarantors of our indebtedness, our subsidiaries do not have any obligation to pay amounts due under our indebtedness or to make funds available to us for that purpose. Our non-guarantor subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness. Each non-guarantor subsidiary is a distinct legal entity and, under certain circumstances, legal, practical and contractual restrictions may limit our ability to obtain cash from our non-guarantor subsidiaries. The documents governing our indebtedness do not limit the ability of our non-guarantor unrestricted subsidiaries to incur any additional consensual restrictions on their ability to make any such payments to us.

In the event that we are unable to receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness.

Our debt agreements contain restrictions that could limit our flexibility in operating our business.

The operating and financial covenants and restrictions in the documents governing our indebtedness and other debt that we incur in the future may adversely affect our ability to finance our future operations or capital needs or engage in other business activities that may be in our interest. The agreements governing our indebtedness restrict, subject to certain important exceptions and qualifications, our and our subsidiaries' ability to, among other things:

- incur additional indebtedness or guarantee indebtedness;
- pay dividends or make distributions or make certain other restricted payments;
- make certain investments;
- create liens on our or our guarantors' assets;
- sell assets;
- enter into transactions with affiliates;
- enter into agreements restricting our subsidiaries' ability to pay dividends;
- designate our subsidiaries as unrestricted subsidiaries; and
- enter into mergers or consolidations or sell all or substantially all of our assets.

In addition, under certain circumstances, the agreements governing our indebtedness may require that we be subject to compliance with a fixed charge coverage ratio of 1.0:1.0.

A breach of the covenants or restrictions under agreements governing our indebtedness could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the related debt and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In addition, an event of default under the credit agreements that govern our bank credit facilities would permit the lenders under our bank credit facilities to terminate all commitments to extend further credit under those facilities. Furthermore, if we were unable to repay the amounts due and payable under our bank credit facilities, those lenders could proceed against the collateral granted to them to secure that indebtedness. In the event our lenders or noteholders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness. As a result of these restrictions, we may be:

- limited in how we conduct our business;
- unable to raise additional debt or equity financing to operate during general economic or business downturns; or
- unable to compete effectively or to take advantage of new business opportunities.

These restrictions may affect our ability to grow in accordance with our strategy. In addition, our financial results, our substantial indebtedness and our credit ratings could adversely affect the availability and terms of our financing.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our bank credit facilities are at variable rates of interest and expose us to interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. On April 9, 2018, the Company entered into three interest rate swap agreements with effective dates of May 8, 2018, April 5, 2019, and April 5, 2020 that mature on April 5, 2019, 2020 and 2021, respectively. The swap agreements are with a major financial institution and effectively convert a total of $3.9 billion, $3.6 billion and $3.2 billion, respectively, in variable rate debt to fixed rate debt with interest rates ranging from 2.21% to 2.76%. The Company will continue to make interest payments based on the variable rate associated with the debt (based on LIBOR, subject to 1.0% floor) and will periodically settle with its counterparties for the difference between the rate paid and the fixed rate. The interest rate swap agreement with an effective date of May 8, 2018 matured on April 5, 2019 and will have no further periodic settlements with its counterparties for the difference between the rate paid and the fixed rate. In the future, we may enter into additional interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

LIBOR and other interest rates that are indices deemed to be "benchmarks" are the subject of recent and ongoing national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective, while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences that cannot be predicted. Any such consequence could have a material adverse effect on our bank credit facilities, our interest rate swap agreements or our future debt linked to such a "benchmark" and our ability to service debt that bears interest at variable rates of interest.

PROPERTIES

Our principal executive offices are located in Lewisville, Texas and Greenwood Village, Colorado. Our Lewisville, Texas executive offices contain approximately 28,000 square feet of office space, which we lease from a third-party pursuant to an agreement with an initial term expiring in 2020. Our Greenwood Village, Colorado office contains approximately 77,000 square feet of office space, which we lease from a third-party pursuant to an agreement with an initial term expiring in 2026. We lease and own additional office space for administrative, billing and other support functions for regional operations and billing services. We also own or lease other facilities used principally for aircraft and vehicle basing, garaging, fire stations and maintenance in those areas in which we provide air and ground ambulance services.

Aircraft Fleet

We operate one of the largest commercial Bell Helicopter fleets in the world. Our fleet includes both helicopter and fixed wing aircraft, with standardized aircraft platforms to serve our various delivery models, geographic areas and customer types. The table below sets forth our aircraft fleet as of December 31, 2019.

	Owned	Leased	Total
Single-Engine Rotor Wing			
Bell 206	74	57	131
Bell 407	34	44	78
Augusta 109 / 119	1	2	3
Airbus AS350 / EC130	27	17	44
Total Single Engine	136	120	256
Twin-Engine Rotor Wing			
Airbus EC 135	35	30	65
Total Twin-Engine Engine	35	30	65
Fixed Wing			
King Air C90 / 200	64	2	66
Pilatus PC 12 / 45	16	1	17
Piper PA - 28	1	—	1
LearJet 45 / 550	5	—	5
Cessna	3	4	7
Beechjet 800	1	—	1
BAE 400 / 125	3	—	3
Total Fixed Wing	93	7	100
Total Aircraft	**264**	**157**	**421**

While our active fleet includes various models of aircraft, a large portion of our fleet is comprised of Bell 206s and Bell 407s. We realize many benefits from standardization, including the ability to effectively and efficiently train our crews, shift aircraft between bases and reduce the cost of spare parts and general maintenance, ultimately resulting in reduced operating costs. In addition, fleet standardization enables us to implement safety initiatives efficiently and cost-effectively across our fleet, including the use of dedicated Bell 206 flight simulators. Moreover, approximately 80% of our rotor wing fleet is single-engine, which provides significant cost savings relative to twin-engine aircraft. We have a pipeline of new aircraft on order to accommodate future growth. Our planned aircraft deliveries for 2020 include three Bell 407s and two Airbus EC 135s. We have non-refundable deposits totaling $3.6 million as of December 31, 2019 with respect to these deliveries.

We own a large portion of our aircraft but also lease some of our aircraft under capital leases with fleet owners. The decision to own or lease depends on multiple factors, including the lease terms, the value of the aircraft and our financial resources. Our leases have terms ranging from four to ten years. All of the capital leases with financing institutions include the option for us to purchase the aircraft at a fixed price at some point during the lease and, at the end of the lease term, to purchase the aircraft at market prices, to renegotiate the terms of the lease or to return the aircraft to the lessor. Our long-term leases are dry leases, meaning we lease only the aircraft and are responsible for providing crew and maintenance.

Finally, as part of our ongoing fleet standardization efforts and our overall strategy, we occasionally dispose of unwanted aircraft in the worldwide secondary market.

LEGAL PROCEEDINGS

In March 2017, Rural Metro of Florida received a Civil Investigative Demand from an Assistant U.S. Attorney in the Middle District of Florida requesting documentary materials and written interrogatories related to the Rural Metro of Florida's provision of services to a number of Medicare beneficiaries from September 2010 to present. In March 2019, the DOJ presented their view of potential overpayments relating to the submission of basic life support ambulance transport claims billed to the Medicare Program and potential liability under the Federal Civil False Claims Act ("FCA"). Under the FCA, the United States government has the right to seek up to three times the amount paid by the Medicare Program plus additional civil monetary penalties on a per claim basis. The DOJ has offered to settle the matter; however, no written demand has been made on the Company. The Company vigorously disputes the Government's claims that any overpayments, even if substantiated, forms the basis of FCA violation (including any applicable fines or penalties). There is a tolling agreement in effect until June 29, 2020. The Company is in the process of responding to the government allegations at the present time. At this time, the Company is uncertain as to the amount of any type of loss related to this matter, however we believe the outcome will not have a material adverse impact on our results of operations.

From time to time we are engaged in various types of litigation or other proceedings, such as federal and state governmental audits and investigations relating to billing and reimbursement (including payment reviews, overpayment demands, ZPIC or UPIC audits and civil instigative demands), FAA civil monetary penalty actions and state EMS agency actions and lawsuits from patients challenging the reasonableness of our rates. In addition, from time to time we are engaged in various employment, general liability, aviation liability and professional (medical) liability litigation, for which we maintain insurance. We believe our potential liability with respect to proceedings currently pending is not material to our financial position.

SELECTED FINANCIAL DATA

The following table sets forth our selected consolidated financial data and should be read in conjunction with our consolidated financial statements and notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included herein. We derived the selected consolidated financial data as of and for the year ended December 31, 2019, the year ended December 31, 2018, the year ended December 31, 2017, the year ended December 31, 2016, the 2015 Successor Period, and the 2015 Predecessor Period, from our audited consolidated financial statements for such periods.

Through April 27, 2015, GMR operated as a wholly-owned indirect subsidiary of AMGH Holding Corp., an affiliate of the private investment firm Bain Capital Partners, LLC and Brockway Moran & Partners. On March 10, 2015, AMGH Holding Corp. entered into an Agreement and Plan of Merger (the "Merger Agreement") with GMR Buyer Corp. (f/k/a Air Medical Buyer Corp., "Buyer Corp"), Air Medical Merger Sub Corp. ("Merger Sub", which was ultimately merged into AMGH Holding Corp. (the "Merger")) and Bain Capital Partners, LLC (as representative as set forth in the Merger Agreement). On April 28, 2015, Buyer Corp., an affiliate of KKR (the "Sponsor"), acquired, through its wholly-owned subsidiary, GMR Intermediate Corp. (f/k/a Air Medical Intermediate Corp., "Intermediate Corp."), 100% of the outstanding common shares of AMGH Holding Corp. (the "Acquisition") pursuant to the Merger Agreement. Substantially concurrently with the Acquisition, (i) Air Medical Intermediate Holdings LLC merged with and into GMR, with GMR surviving such merger as a wholly-owned subsidiary of Air Medical Holdings, LLC ("AMGH LLC"), (ii) AMGH LLC merged with and into GMR, with GMR surviving such merger as a wholly-owned subsidiary of Intermediate Corp. and (iii) AMGH Holding Corp. merged with and into GMR, with GMR surviving such merger as a wholly-owned subsidiary of Intermediate Corp. and an indirect wholly-owned subsidiary of Buyer Corp. Throughout this table, we refer to certain periods prior to the Acquisition as "Predecessor" periods and certain periods subsequent to the Acquisition from (and including) April 28, 2015 to December 31, 2015, the year ended December 31, 2016, the year ended December 31, 2017 the year ended December 31, 2018, and the year ended December 31, 2019 as "Successor" periods.

The selected financial data includes the results of operations of AMR Holdco Inc. and its subsidiaries for the periods from March 14, 2018 through December 31, 2018 and for the year ended December 31, 2019. Our results of operations shown below may not be indicative of future results.

	Successor					Predecessor
	Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017	Year Ended December 31, 2016	248 Days Ended December 31, 2015	117 Days Ended April 27, 2015
Consolidated Statements of Operations Data:						
Net revenue	$ 4,183,108	$ 3,454,480	$ 1,250,223	$ 1,096,788	$ 628,324	$ 261,884
Operating expenses	3,797,755	3,183,459	1,052,286	844,156	555,321	236,718
Operating income	385,353	271,021	197,937	162,632	73,003	25,166
Interest expense	351,223	303,961	121,133	90,449	57,738	24,169
Equity in earnings of unconsolidated affiliates	478	(170)	(3,650)	—	—	—
Other income (loss), net	3,454	(579)	—	—	—	—
Net income (loss) before income taxes	38,062	(33,689)	73,154	72,183	15,265	997
Income tax (benefit) expense	17,906	(14,406)	(21,882)	23,793	9,623	1,027
Net income (loss)	$ 20,156	$ (19,283)	$ 95,036	$ 48,390	$ 5,642	$ (30)
Cash Flow Data:						
Net cash provided by operating activities	$ 304,471	$ 368,180	$ 155,665	$ 148,806	$ 64,278	$ 39,668
Net cash used in investing activities	(245,074)	(2,455,207)	(788,415)	(106,498)	(66,714)	(3,624)
Net cash provided by (used in) financing activities	(108,520)	2,300,359	666,544	(85,805)	27,989	(15,859)
Purchases of property and equipment	(165,923)	(115,786)	(32,481)	(36,093)	(52,765)	(9,275)
Addition of capital lease assets and obligations, plus aircraft additions secured by debt	144,576	79,126	81,329	90,506	75,140	16,049
Balance Sheet Data (at end of period):						
Cash and cash equivalents	$ 223,006	$ 251,477	$ 72,509	$ 38,715	$ 82,212	$ 56,659
Accounts receivable, net	817,910	686,962	355,747	238,050	199,565	184,741
Working capital[1]	761,035	670,422	240,693	155,455	193,558	126,921
Property and equipment, net	993,194	974,046	624,540	411,980	342,680	309,526
Leased property under capital leases, net	236,340	224,832	234,539	230,995	222,082	169,408
Total assets[2]	6,419,993	6,246,382	3,381,839	2,532,640	2,447,075	1,669,672
Total debt[2]	4,695,770	4,636,408	2,553,484	1,803,421	1,575,778	964,857
Stockholder's equity	847,156	852,148	536,218	431,290	597,123	455,051
Selected Operating Data:						
Air patient transports	114,905	105,147	94,171	83,247	54,788	23,317
Weighted ground transports	5,078,933	4,926,430	—	—	—	—
Number of air bases (at end of period)	348	341	327	270	242	235
Average number of operating air bases	348	333	301	255	239	233
Ground locations	409	395	—	—	—	—

(1) Working capital is defined as our current assets minus our current liabilities.

(2) Total assets and total debt for the Predecessor period has not been adjusted to reflect the current presentation of deferred financing costs as a direct deduction from the associated debt liability or the reclassification of deferred tax assets to long-term deferred tax liabilities.

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report. This discussion contains forward-looking statements that are based on the beliefs of our management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed below and elsewhere in this annual report, particularly in "Risk Factors."

Overview

We are an industry leading medical transportation company formed by bringing together two industry leaders: Air Medical Group Holdings and American Medical Response. With more than 37,000 employees, we deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States and the District of Columbia. We provide air, ground, specialty and residential fire services and managed medical transportation, as well as long-haul repatriation services. The combination of these services allows us to provide a comprehensive solution to our healthcare partners and patients across all transportation modalities.

Healthcare Reform and Government Sponsored Programs

Our operations depend upon third-party reimbursement programs, including governmental and private insurance programs, to pay for substantially all of the services rendered to patients. For the year ended December 31, 2019, we derived approximately 38% of our net revenue from governmental healthcare programs, primarily Medicare and managed Medicare programs, and the remainder from a wide mix of commercial payors and patient co-pays and deductibles.

Medical transportation payment

The Medicare program currently reimburses us for medical transportation services based on its national fee schedule for transports. The fee schedule amounts are determined using a base rate, which includes all items and services furnished within the service benefit, subject to applicable adjustments, plus a separate payment for mileage and other geographic adjustments. Medical transport fee schedule payment rates are updated annually through a conversion factor, which incorporates updates to the consumer price index and a productivity adjustment, and mileage rates.

Healthcare reform

In recent years, the U.S. Congress and certain state legislatures have passed a large number of laws and regulations intended to result in significant change across the healthcare industry. The most prominent of these reform efforts, the ACA, expands health insurance coverage through a combination of public program expansion and private sector health reforms.

The future of the ACA is uncertain as a result of efforts by the presidential administration and certain members of Congress to repeal, revise or replace the ACA its implementation or its interpretation through legislative or executive action. For example, in 2017, Congress eliminated the financial penalty associated with the individual mandate, effective January 2019, which may decrease the number of individuals who elect to purchase health insurance. The impact of repeal or any such changes to the ACA on the healthcare industry and our business is unknown, other industry participants, such as private payors and large employer groups and their affiliates, may also introduce financial or delivery system reforms. We are unable to predict the nature and success of such initiatives.

Weather

Weather impacts our overall patient air transport volume for four primary reasons:

- air medical helicopters flying under visual flight rules, as well as those flying under instrument flight rules to a large degree, cannot satisfy a patient transport request during inclement weather;
- ceiling and visibility requirements are necessary in order to take off and complete a transport. When these criteria are not met, pilots and crews must turn down the patient transport request, thereby generating a weather cancellation;
- weather influences human activity levels on a daily basis (such as driving, recreational activities and farming). Typically, inclement weather reduces human activity levels that are associated with air medical service volumes; and
- severe weather over prolonged periods of time can lead referring agencies who have grown accustomed to having their patient transport requests declined due to bad weather to forego making calls to air medical providers, assuming that the flight will be turned down.

The impact of weather on air transport volume has increasingly impacted operations. In 2019, 17.2% of all patient air transport requests were cancelled due to bad weather, as compared to 19.6% and 19.1% in 2018 and 2017, respectively.

Critical Accounting Policies and Estimates

Our accounting policies are described in the notes of our consolidated financial statements. We prepare our consolidated financial statements in conformity with accounting principles generally accepted in the United States, which require us to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the date of the financial statements and the reported amounts of revenues and expense during the reporting period. Actual results could differ from those estimates. We consider the following policies to be most critical in understanding the judgments that are involved in preparing our financial statements and the uncertainties that could impact our results of operations, financial condition and cash flows.

The following discussion is not intended to represent a comprehensive list of our accounting policies. For a detailed discussion of the application of these and other accounting policies, see the accompanying consolidated financial statements included in Exhibit 1 of this Annual Report.

Revenue Recognition

On January 1, 2019, the Company adopted ASU No. 2014-09. The amounts of earnings from operations and net earnings were unchanged upon adoption of the new standard; however, adoption of the new standard resulted in changes to the presentation of revenues and the provision for uncompensated care in the consolidated statements of operations. Previously, the estimate for unrealizable amounts was recorded to the provision for uncompensated care and presented as a separate deduction to arrive at net revenue. Upon adoption, the estimate for unrealizable amounts is now reflected as implicit price concessions that are a direct reduction to net revenue. Additionally, penalties incurred related to certain contracts are recognized as a direct reduction to revenues, instead of separately as other operating expenses.

The majority of our revenue is generated from fee for service patient revenue, which is derived principally through contracts originating from air and ground medical transport services provided to patients of healthcare facilities and communities served. Each transport constitutes a single performance obligation and, in most instances occur at readily determinable transaction prices. As a practical expedient, the Company adopted a portfolio approach to sources of patient revenue, applied by payor type. At this level, each portfolio shares the characteristics conducive to ensuring that the results do not materially differ from the new standard if it were to be applied to each individual patient contract related to each transport. Accordingly, there was not a change in the Company's method to recognize revenue. Subsequent changes in the customer's ability to pay, are recorded as bad debt within other operating expenses.

Other revenue primarily represents income earned from our air membership program, fire protection service contracts, standby, special event, community subsidies and income earned from our contract with FEMA for disaster relief efforts. The transaction price for these arrangements may be fixed or variable, with determination periods generally ranging from one month to 16 months. In these instances, the Company will estimate variable consideration at contract commencement and recognize revenue monthly on a straight-line basis, which correlates with the performance obligation to stand ready.

Estimating revenue is a complex process, largely due to the volume of transactions, the number and complexity of contracts with payors, the limited availability, at times, of certain patient and payor information at the time services are provided, and the length of time it takes for collections to fully mature. Patients are billed for services provided, and the Company receives payments for these services from patients or their third-party payors. Payments for services provided are generally less than billed charges. The Company recognizes fee for service revenue, net of contractual adjustments and discounts for uninsured patients, at the time transport services are provided. In the period services are provided, the Company estimates gross charges based on: billed services plus an estimate for unbilled services based on pending case data collected, estimates of contractual allowances based on contracted rates and historical or actual cash collections (net of recoveries), when available, and estimates of the discount for uninsured patients based on historical cash collections (net of recoveries) from uninsured patients. For third-party payors, the specific benefits provided for under each patients' healthcare plan, mandated payment rates under the Medicare and Medicaid programs, as applicable, and historical cash collections are utilized. These expected collections are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patient's healthcare plans, mandated payment rates in the case of Medicare and Medicaid programs, and historical cash collections (net of recoveries) in combination with expected collections from third party payors. In addition, the Company records net revenue from uninsured patients at an estimated realizable value based on historical cash collections (net of recoveries). The price concession includes an estimate of uncollectible balances due from uninsured patients, uncollectible co-pay and deductible balances due from insured patients and special charges, if any, for uncollectible balances due from managed care, commercial and governmental payors.

The relationship between gross charges and the transaction price recognized is significantly influenced by payor mix, as collections on gross charges may vary significantly depending on whether and with whom the patients the Company provides services to in the period are insured and the Company's contractual relationships with those payors. Payor mix is subject to change as additional patient and payor information is obtained after the period services are provided. The Company periodically assesses the estimates of unbilled revenue, contractual adjustments and discounts for uninsured patients and payor mix for a period of at least one year following the date of service by analyzing actual results, including cash collections, against estimates. Changes in these estimates are charged or credited to the consolidated statement of operations in the period that the assessment is made. Significant changes in payor mix, contractual arrangements with payors, specialty mix, acuity, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on estimates and significantly affect the results of operations and cash flows. Concentration of credit risk with respect to other payors is limited due to the large number of such payors.

In certain circumstances, federal law requires providers to render emergency medical services to any patient who requires care regardless of their ability to pay. Services to these patients are not considered to be charity care and provisions for uncompensated care for these services are estimated accordingly. Although the Company provides a level of charity care, it is not significant to the Company's net revenues.

The Company's billing and accounting systems provide historical trends of cash collections and contractual write-offs, accounts receivable agings and established fee adjustments from third-party payors. These estimates are recorded and monitored monthly as revenues are recognized. The principal exposure for uncollectible fee for service visits is from self-pay patients and, to a lesser extent, for co-payments and deductibles from patients with insurance.

Accounts Receivable

We manage accounts receivable by regularly reviewing our accounts and contracts and by providing appropriate adjustments to the estimate of the transaction price. Some of the factors considered by management in

determining the adjustments are the historical trends of cash collections, contractual and uninsured write-offs, accounts receivable agings, established fee schedules, contracts with payors, changes in payor mix, and procedure statistics. Assessment of actual collections of accounts receivable in subsequent periods may require changes in the estimated transaction price. We routinely test our analysis by comparing cash collections to net fee for service revenues and monitoring self-pay utilization. In addition, when actual collection percentages differ from expected results, on a contract by contract basis, supplemental detailed reviews of the outstanding accounts receivable balances may be performed by our billing operations to determine whether there are facts and circumstances existing that may cause a different conclusion as to the estimate of the collectability of that contract's accounts receivable from the estimate resulting from using the historical collection experience. Changes in these estimates, if any, are charged or credited to the consolidated statements of operations in the period of change. Material changes in estimates may result from unforeseen write-offs of patient or third-party accounts receivable, unsuccessful disputes with managed care payors, adverse macro-economic conditions which limit patients' ability to meet their financial obligations, or broad changes to government regulations that adversely impact reimbursement rates for services provided by the Company. Significant changes in payor mix, changes in contractual arrangements with payors, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on the Company's estimates and significantly affect its results of operations and cash flows. Consideration of credit risk is limited by the diversity and number of facilities, patients, payors and by the geographic dispersion of the Company's operations.

Business Combinations

We record tangible and intangible assets acquired and liabilities assumed in business combinations under the acquisition method of accounting. Amounts paid for each acquisition are allocated to the assets acquired and liabilities assumed based on their fair values at the date of acquisition. We then allocate the purchase price in excess of net tangible assets acquired to identifiable intangible assets based on detailed valuations that use information and assumptions provided by management. We allocate any excess purchase price over the fair value of the net tangible and intangible assets acquired and liabilities assumed to goodwill. If the fair value of the assets acquired exceeds our purchase price, the excess is recognized as a gain. Significant management judgments and assumptions are required in determining the fair value of acquired assets and liabilities, particularly acquired intangible assets. The valuation of purchased intangible assets is based upon estimates of the future performance and cash flows from the acquired business. Each asset is measured at fair value from the perspective of a market participant. If different assumptions are used, it could materially impact the purchase price allocation and adversely affect our results of operations and financial condition.

Intangible Assets

Goodwill is evaluated annually for impairment during our fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. Goodwill is tested at the reporting unit level, defined as an operating segment or one level below an operating segment (referred to as a component), with the fair value of the reporting unit being compared to its carrying amount. When testing for goodwill impairment, we consider multiple factors that could influence the fair value of the reporting unit or indefinite-lived intangible, including, but not limited to: the results of prior qualitative assessments performed; changes in the carrying amount of the reporting unit or indefinite-lived intangible; actual and projected revenue and operating margin; relevant market data for both the Company and its peer companies; industry outlooks; macroeconomic conditions; liquidity; changes in key personnel; and our competitive position. We use significant judgment to evaluate the totality of these events and factors to make the determination of whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. Our annual impairment test as of October 1, 2019 evaluated the allocated goodwill related to each of our reporting units using a qualitative assessment. Our analysis determined that it was not necessary to recognize impairment in our indefinite-lived intangibles as the fair value of our reporting units were in excess of their carrying value.

We evaluate our indefinite-lived intangibles, which consist primarily of trade names, for impairment at least on an annual basis. Impairment of the carrying value will also be evaluated more frequently if certain indicators are encountered. Indefinite-lived intangibles are required to be tested at the reporting unit level, defined as an operating segment or one level below an operating segment (referred to as a component), with the fair value of the reporting unit

being compared to its carrying amount, including indefinite-lived intangibles. If the fair value of a reporting unit exceeds its carrying amount, the indefinite-lived intangibles of the reporting unit are not considered to be impaired.

We test our finite-lived intangibles, other than goodwill, for impairment whenever events or circumstances indicate that it is more likely than not that the carrying amount may not be recoverable. Our policy is to recognize an impairment charge when the carrying amount is not recoverable and such amount exceeds fair value. To determine whether it is more likely than not that the carrying amount may not be recoverable, we assessed various factors including, but not limited to, our financial performance, any contemplated strategic changes to our lines of business, or any changes to the macroeconomic environment in which we operate. During the year ended December 31, 2019, there were no events or circumstances that indicated a potential impairment in our finite-lived intangibles.

Insurance Reserves

Given the nature of the services we provide, we are subject to aviation, automobile, professional and general liability claims and related lawsuits in the ordinary course of business. We maintain insurance with third-party insurers generally on a claims-made basis, subject to self-insured retentions, exclusions and other restrictions. A substantial portion of our automobile, professional and general liability loss risks are being provided by a third-party insurer that is fully reinsured by our wholly owned captive insurance company. In addition, our wholly owned captive provides coverage for a substantial portion of our employee workers' compensation claims. The assets, liabilities and result of operations of our wholly owned captive insurance company subsidiary are included in our consolidated financial statements.

Our hull insurance for aircraft covers aviation risks related to our operations, including civil liability in respect of accidents and physical losses or damages to aircraft in certain circumstances.

The liabilities for self-insurance include estimates of the ultimate costs related to both reported claims on an individual and aggregate basis and unreported claims.

Our reserves for our automobile, professional and general liability claims within the self-insured retention are based upon periodic actuarial calculations. Our reserves for losses and related expenses represent estimates involving actuarial and statistical projections, at a given point in time, of our expectation of the ultimate resolution plus administration costs of the losses that we have incurred. Our reserves are based on historical claims, demographic factors, industry trends, severity and exposure factors and other actuarial assumptions calculated by an independent actuarial firm. The independent actuarial firm performs studies of projected ultimate losses on an annual basis and we utilize these actuarial estimates to determine appropriate reserves. Liabilities for claims incurred but not reported are not discounted. The estimate of these liabilities is inherently complex and subjective, as these claims are typically resolved over an extended period of time, often as long as ten years or more. We periodically re-evaluate our accruals for our automobile, professional and general liability claims, and our actual results may vary significantly from our estimates if future claims differ from expected trends. The key assumptions used in our actuarial valuations are subject to constant adjustment as a result of changes in our actual loss history and the movement of projected emergence patterns as claims develop.

Property and Equipment

Property and equipment are recorded at cost except for property and equipment acquired through business acquisitions, which is initially recorded at fair value. Property and equipment primarily consists of aircraft, vehicles, medical and other equipment, aircraft parts and components and other property, which are stated at cost, net of accumulated depreciation. Expenditures for major renewals, modifications, and improvements to extend the useful life of the asset are capitalized. All maintenance and repairs that do not extend the useful life of the asset, including scheduled aircraft component overhauls and replacements, are expensed as incurred. Gains and losses from dispositions of property and equipment are recorded in the period incurred. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets, or, in the case of leasehold improvements, the shorter of the service life or the lease term, including renewal options which are reasonably assured.

The depreciation of property and equipment over their estimated useful lives requires management to make judgments about future events. Because we utilize many of our assets over relatively long periods, periodic evaluations are performed to determine whether adjustments to the estimated service lives are necessary to ensure these estimates properly match the economic use of the asset. This evaluation may result in changes in the estimated lives used to depreciate the aircraft and other equipment. These estimates affect the amount of depreciation expense recognized in a period and, ultimately, any gain or loss on the disposal of the asset.

Income Taxes

Deferred income taxes reflect the impact of temporary differences between the reported amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws and regulations. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. A valuation allowance is provided for deferred tax assets when management concludes it is more likely than not that some portion of the deferred tax assets will not be recognized. The respective tax authorities, in the normal course, audit previous tax filings. We consider many factors and use judgment in estimating and assessing the impact of uncertain tax positions. Final audit results may vary from our estimates.

Recently Issued Accounting Pronouncements

See Note 2 in the Notes to the Consolidated Financial Statements.

Results of Operations

Factors Impacting Revenues

Revenue is dependent upon patient transport volume and reimbursement per transport. Air transport volume is primarily affected by weather conditions, among other variables such as competition. Adverse weather conditions, such as fog, high winds, ice or heavy precipitation, impair our ability to operate our aircraft safely resulting in reduced patient transport volume. Total air patient transports for our operations were 114,905 for 2019 as compared to 105,147 for 2018. We had 39,441 patient transports cancelled in 2019 due to unfavorable weather conditions, compared to 41,912 in 2018. Ground transport volume is primarily affected by changes in general community conditions. The general community conditions may include (i) the timing, location and severity of influenza, allergens and other annually recurring viruses, (ii) severe weather that affects a region's health status and/or infrastructure and (iii) community-specific demographic changes. Total ground transports were 5,651,153 for 2019 as compared to 4,031,655 for 2018.

Reimbursement per patient transport is driven by amounts we are able to collect from private insurance, Medicare and Medicaid fee schedules and self-pay patients. We respond to calls for air medical transports without pre-screening third-party payor coverage or creditworthiness of the patient and are subject to collection risk for services provided to insured and uninsured patients. Medicare and Medicaid also receive contractual discounts from our standard charges for flight services. Patient transport revenue is recorded net of provisions for contractual discounts and estimated uncompensated care. Both provisions are estimated during the period the related services are performed based on historical collection experience and any known trends or changes in reimbursement rate schedules and payor mix. The provisions are adjusted as required based on actual collections in subsequent periods. Net reimbursement per patient transport is primarily a function of collection rate, payor mix, and timely and effective collection efforts. Both the pace of collections and the ultimate collection rate are affected by the overall health of the U.S. economy, which impacts the number of indigent patients and funding for state-run programs, such as Medicaid.

Factors Impacting Operating Expenses

Our expenses consist primarily of employee wages and benefits for crews and support personnel, direct and indirect operating costs to provide transportation services and costs related to accident and insurance claims. Our operating costs per transport is comprised of certain direct operating costs, including fuel and repair costs necessary to operate and maintain our fleet of aircraft and ground vehicles, landing fees, medical supplies and other transport-related

costs. Although we have generally been able to offset inflationary cost increases through increased operating efficiencies and successful negotiation of fees and subsidies, we can provide no assurance that we will be able to offset any future inflationary cost increases through similar efficiencies and fee changes.

Consolidated Operations

The following table sets forth the various components of our statements of operations for the periods indicated.

	Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017
Net revenue	$ 4,183,108	$ 3,454,480	$ 1,250,223
Operating expenses:			
Employee wages, benefits and taxes	2,233,383	1,797,447	537,370
Maintenance, fuel and other direct expenses	308,867	266,916	109,844
Insurance expense	107,570	86,642	12,922
Other operating expenses	788,886	668,878	224,731
Depreciation and amortization	319,582	273,964	131,994
Acquisition, integration and other charges	39,467	89,612	35,425
Total operating expenses	3,797,755	3,183,459	1,052,286
Operating income	385,353	271,021	197,937
Interest expense, net	351,223	303,961	121,133
Equity in earnings of unconsolidated affiliates	478	(170)	(3,650)
Other income (loss), net	3,454	(579)	—
Net income (loss) before income taxes	38,062	(33,689)	73,154
Income tax (benefit) expense	17,906	(14,406)	(21,882)
Net income (loss)	$ 20,156	$ (19,283)	$ 95,036

Year Ended December 31, 2019 Compared to Year Ended December 31, 2018

Results of Operations

We reported net income of $20.2 million for the year ended December 31, 2019, compared to net loss of $19.3 million for the year ended December 31, 2018. Operating income for the year ended December 31, 2019 was $385.4 million, an increase of $114.4 million over the prior year. The positive year over year growth in operations was primarily due to the acquisition of AMR in March 2018, as well as growth in our day to day operations.

Revenue

Total revenue for the year ended December 31, 2019 was $4,183.1 million compared to $3,454.5 million for the year ended December 31, 2018. Flight revenue increased $116.7 million to $1,337.0 million for the year ended December 31, 2019, compared to $1,220.3 million for the same prior year period, primarily due to growth in air transport volume period over period. Ground revenue increased $602.9 million to $2,235.1 million for the year ended December 31, 2019, compared to $1,632.2 million for the same prior year period. Acquired AMR operations generated $0.1 million and $8.6 million of flight revenue and $2,226.6 million and $1,591.8 million of ground revenue for the years ended December 31, 2019 and 2018, respectively.

Other revenue increased $9.0 million to $611.0 million for year ended December 31, 2019, compared to $602.0 million for the same prior year period. Other revenue consists primarily of contract revenue and other revenue, as well as membership subscription fees, including fire protection service contracts. Other revenue represents income earned from stand by, special event, community subsidies and income earned from other contract with the Federal Emergency Management Agency for disaster relief efforts. Membership subscription fees, which are generally received in advance, are deferred and recognized on a straight-line basis over the term of the subscription agreement. Acquired AMR

operations generated $521.8 million and $510.8 million of other revenue for the year ended December 31, 2019 and 2018, respectively.

Operating Expenses

Employee wages, benefits and taxes. Employee wages, benefits, and taxes expense increased $436.0 million to $2,233.4 million for the year ended December 31, 2019, compared to $1,797.4 million for the same prior year period. The period over period increase was primarily driven by growth in the size of our workforce due to acquisitions, in addition to the effect of merit and other wage adjustments to attract and retain staff.

Maintenance, fuel and other direct expenses. Maintenance, fuel and other direct expenses increased $42.0 million to $308.9 million for the year ended December 31, 2019, compared to $266.9 million for the same prior year period. The timing of the acquisition of AMR during 2018 drove approximately $35.0 million of the increased period over period, with the remainder of the increase driven by transport growth, greenfield expansion, and the timing of heavy maintenance events within air operations.

Insurance expense. Insurance expense increased $21.0 million to $107.6 million for the year ended December 31, 2019, compared to $86.6 million for the same prior year period. The period over period increase was driven by the addition of an off-shore captive insurance program as part of the AMR acquisition.

Other Operating expenses. Other operating expenses increased $120.0 million to $788.9 million for the year ended December 31, 2019, compared to $668.9 million for the same prior year period. Other operating expenses primarily consist of outside services expense and general and administrative expense. Outside services expense decreased $6.1 million to $244.3 million for the year ended December 31, 2019, compared to $250.4 million for the same prior year period. The decrease was primarily due to external service expenses related to disaster relief efforts, partially offset by the timing of the acquisition of AMR during 2018. General and administrative expense increased $126.1 million to $544.6 million for the year ended December 31, 2019, compared to $418.5 million for the same prior year period. Approximately $70.7 million of the period over period increase was due to the timing of the acquisition of AMR during 2018. The remaining increase was primarily driven by certain governmental programs expenses, the growth of our business through acquisitions and direct mail investments related to our membership programs.

Depreciation and amortization. Depreciation and amortization expenses increased $45.6 million to $319.6 million for the year ended December 31, 2019, compared to $274.0 million for the same prior year period. The period over period increase was driven by the timing of the AMR acquisition during 2018. Exclusive of AMR, depreciation expense of property and equipment increased $2.4 million to $59.8 million and depreciation of leased property under capital leases increased $3.5 million to $57.1 million. Also, exclusive of AMR, amortization expense increased $1.1 million to $37.7 million during the period.

Acquisition, integration and other charges. Acquisition, integration and other charges decreased $50.1 million to $39.5 million for the year ended December 31, 2019, compared to $89.6 million for the same prior year period. The period over period decrease was primarily due to the $25.0 million cash payment related to the assumption of certain potential tax exposures related to the acquisition of AMR and the $17.0 million reserve recorded in 2018 related to the Bartoni legal settlement.

Other Expenses. Interest expense increased $47.2 million to $351.2 million for the year ended December 31, 2019, compared to $304.0 million for the same prior year period. The increase was driven by the interest associated with the incremental and unsecured term loans issued as part of the AMR acquisition, as well as additional promissory notes secured by aircraft.

Income Taxes. Income tax expense of $17.9 million was recorded for the year ended December 31, 2019, compared to an income tax benefit of $14.4 million for the same prior year period. Our effective tax rate for the year ended December 31, 2019 was 47.0%, compared to 42.8% for the same prior year period. The 2019 income tax expense was primarily driven by basis reduction adjustments, as agreed upon with the seller on October 15, 2019, related to the AMR acquisition, an increase in the valuation allowance, offset by the recognition of certain tax positions and the

generation of tax credits. The 2018 income tax benefit was primarily driven by a net loss before income taxes of $33.7 million, the recognition of certain tax positions, and a benefit related to the completion of the analysis of the Tax Cuts and Jobs Act (the "Tax Act"), offset by permanent non-deductible expenses.

Year Ended December 31, 2018 Compared to Year Ended December 31, 2017

Results of Operations

Operating income for the year ended December 31, 2018 was $271.0 million, an increase of $73.1 million over the prior year. The growth in operating income was primarily due to our acquisitions of AMR in March 2018 and AMRG in July 2017, as well as growth in our day to day operations. Acquisition and integration expenses, related to both AMR and AMRG, partially offset the growth in day to day operations. We reported net loss of $19.3 million for the year ended December 31, 2018, compared to net income of $95.0 million for the year ended December 31, 2017.

Revenue

Total revenue for the year ended December 31, 2018 was $3,454.5 million compared to $1,250.2 million for the year ended December 31, 2017. Flight revenue increased $157.6 million to $1,220.3 million for the year ended December 31, 2018, compared to $1,062.7 million for the same prior year period, primarily due to growth in air transport volume period over period. Ground revenue increased $1,572.9 million to $1,632.2 million for the year ended December 31, 2018, compared to $59.3 million for the same prior year period. Acquired AMR operations generated $8.6 million of flight revenue and $1,591.8 million of ground revenue for the year ended December 31, 2018.

Other revenue increased $473.8 million to $602.0 million for year ended December 31, 2018, compared to $128.2 million for the same prior year period. Other revenue consists primarily of contract revenue and other revenue, as well as membership subscription fees, including fire protection service contracts. Other revenue represents income earned from stand by, special event, community subsidies and income earned from other contract with the Federal Emergency Management Agency for disaster relief efforts. Membership subscription fees, which are generally received in advance, are deferred and recognized on a straight-line basis over the term of the subscription agreement. Acquired AMR operations generated $510.8 million of other revenue for the year ended December 31, 2018.

Operating Expenses

Employee wages, benefits and taxes. Employee wages, benefits, and taxes expense increased $1,260.0 million to $1,797.4 million for the year ended December 31, 2018, compared to $537.4 million for the same prior year period. The period over period increase was primarily driven by growth in the size of our workforce due to the acquisitions of AMR and AMRG.

Maintenance, fuel and other direct expenses. Maintenance, fuel and other direct expenses increased $157.1 million to $266.9 million for the year ended December 31, 2018, compared to $109.8 million for the same prior year period. The period over period increase was primarily driven by transport growth by way of air and ground acquisitions, most of which were driven by AMR and AMRG, as well as greenfield expansion. Approximately $133.2 million of the period over period increase was generated by AMR operations.

Insurance expense. Insurance expense increased $73.7 million to $86.6 million for the year ended December 31, 2018, compared to $12.9 million for the same prior year period. The period over period increase was primarily driven by the addition of an off-shore captive insurance program as part of the AMR acquisition.

Other Operating expenses. Other operating expenses increased $444.2 million to $668.9 million for the year ended December 31, 2018, compared to $224.7 million for the same prior year period. Other operating expenses primarily consist of outside services expense and general and administrative expense. Outside services expense increased $182.1 million to $250.4 million for the year ended December 31, 2018, compared to $68.3 million for the same prior year period. Approximately $181.2 million of the period over period increase in outside services expense was generated by AMR operations. The remaining increase was due primarily to increased outsourced flight volume in support of non-

emergent operations coupled with flight volume in our hybrid operations, and the related increase in reimbursement to hospitals for a combination of their medical crews, medical direction, and program management. General and administrative expense increased $262.1 million to $418.5 million for the year ended December 31, 2018, compared to $156.4 million for the same prior year period. The increase was primarily due to the growth of our business through acquisitions and investments in direct mail related to our membership programs. Approximately $256.6 million of the period over period increase in general and administrative expense was generated by AMR operations.

Depreciation and amortization. Depreciation and amortization expenses increased $142.0 million to $274.0 million for the year ended December 31, 2018, compared to $132.0 million for the same prior year period. Approximately $126.5 million of the period over period increase was generated by AMR operations. Exclusive of AMR, depreciation expense of property and equipment increased $8.0 million to $57.4 million and depreciation of leased property under capital leases increased $2.9 million to $53.6 million. The remainder of the overall increase in depreciation and amortization expense, exclusive of AMR, was mostly attributable to the amortization of AMRG intangibles.

Acquisition, integration and other charges. Acquisition, integration and other charges increased $54.2 million to $89.6 million for the year ended December 31, 2018, compared to $35.4 million for the same prior year period. The period over period increase was primarily due to a $17.0 million reserve recorded for the Bartoni lawsuit and charges incurred related to the AMRG, AMR, PTS and Topeka acquisitions.

Other Expenses. Interest expense increased $182.9 million to $304.0 million for the year ended December 31, 2018, compared to $121.1 million for the same prior year period. The period over period increase was driven by the interest associated with the incremental and unsecured term loans issued as part of the AMR and AMRG acquisitions, as well as additional promissory notes secured by aircraft.

Income Taxes. Income tax benefit of $14.4 million was recorded for the year ended December 31, 2018, compared to an income tax benefit of $21.9 million for the same prior year period. Our effective tax rate for the year ended December 31, 2018 was 42.8%, compared to (29.9%) for the same prior year period. The 2018 income tax benefit was primarily driven by a net loss before income taxes of $33.7 million, the recognition of certain tax positions, and a benefit related to the completion of the analysis of the Tax Cuts and Jobs Act (the "Tax Act"), offset by permanent non-deductible expenses. The 2017 income tax benefit was primarily driven by the remeasurement of our deferred income tax assets and liabilities as a result of the Tax Act.

Liquidity and Capital Resources

Historical Cash Flow Information

The following summarizes our primary sources (uses) of cash in the periods presented (in thousands):

	Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017
Cash flows provided by (used in) operating activities	$ 300,229	$ 368,180	$ 155,665
Cash flows provided by (used in) investing activities	(240,831)	(2,455,207)	(788,415)
Cash flows provided by (used in) financing activities	(108,521)	2,300,359	666,544
Total	$ (49,123)	$ 213,332	$ 33,794

Year Ended December 31, 2019 Compared to Year Ended December 31, 2018

Operating activities. Cash provided by operating activities decreased $68.0 million to $300.2 million for the year ended December 31, 2019, compared to $368.2 million for the same prior year period. The decrease in operating cash flow was primarily driven by interest payments associated with the incremental and unsecured term loans, partially offset by operations of AMR during the first quarter of 2019, due to the timing of the acquisition of AMR during 2018.

Investing activities. Cash used in investing activities decreased $2,214.4 million to $240.8 million for the year ended December 31, 2019, compared to $2,455.2 million for the same prior year period. The decrease was primarily driven by the acquisition of AMR during the first quarter of 2018.

Financing activities. Cash used in financing activities was $108.6 million for the year ended December 31, 2019, compared to cash provided by financing activities of $2,300.4 million for the same prior year period. The decrease was primarily driven by the incremental term loan and unsecured term loan proceeds used to acquire AMR, as well as cash contributed by Parent during the first quarter of 2018.

Year Ended December 31, 2018 Compared to Year Ended December 31, 2017

Operating activities. Cash provided by operating activities increased $212.5 million to $368.2 million for the year ended December 31, 2018, compared to $155.7 million for the same prior year period. The increase was primarily driven by the operations of AMRG and AMR.

Investing activities. Cash used in investing activities increased $1,666.8 million to $2,455.2 million for the year ended December 31, 2018, compared to $788.4 million for the same prior year period. The increase was primarily driven by the acquisitions of AMR, PTS and SCREMS in the current year, offset by receipt of $10.5 million from the working capital adjustment related to the AMRG acquisition.

Financing activities. Cash provided by financing activities increased $1,633.9 million to $2,300.4 million for the year ended December 31, 2018, compared to $666.5 million for the same prior year period. The increase was primarily driven by the incremental term loan and unsecured term loan proceeds used to acquire AMR, as well as cash contributed by Parent.

Liquidity Arrangements

Our primary source of liquidity is cash flows provided by operating activities of our subsidiaries. The Company and its subsidiaries also have the ability to use the asset-based revolving credit facility (the "ABL Facility"), described below, to supplement cash flows provided by operating activities, for strategic or operating reasons. Our primary liquidity requirements are to reduce our debt, to fund potential acquisitions and for other general corporate purposes. Our significant uses of cash and capital funding needs are capital expenditures, including purchases of new aircraft and vehicles, acquisitions, working capital, operating expenses and amounts due on our debt obligations.

As of December 31, 2019, we had approximately $4,695.8 million of outstanding indebtedness, including $370.0 million of unsecured notes, $3,930.6 million of secured and unsecured term loans, $142.9 million of other long-term debt and $252.3 million in capital lease obligations. At December 31, 2019, no amounts were outstanding under our ABL Facility, which provides for up to $500.0 million of additional borrowings. As of December 31, 2019, letters of credit outstanding which impact the available credit under the ABL Facility were $108.9 million and the maximum amount available under the ABL Facility was $391.1 million.

We expect operating cash flows and borrowings under the ABL Facility will provide sufficient working capital to operate our business, to make expected capital expenditures and to meet foreseeable liquidity requirements, including debt service on our long-term debt, in the next twelve months. We expect to use cash provided by operations in excess of amounts needed for capital expenditures and required debt repayments to reduce our debt, to fund potential acquisitions or for other general corporate purposes. Our ability to meet future working capital, capital expenditure and debt service requirements will depend on our future financial performance, which will be affected by a range of economic, competitive and business factors, particularly interest rates and changes in our industry and general economic factors, many of which are outside of our control.

Existing Credit Arrangements

Senior Unsecured Notes

On April 28, 2015, the Company issued $370.0 million aggregate principal amount 6.375% senior unsecured notes due May 15, 2023 (the "Acquisition Notes"). The Acquisition Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of the Company's existing and future wholly owned domestic restricted subsidiaries to the extent such subsidiary guarantees the Term Loans and the ABL Facility (each as defined below) or certain capital markets debt. The Company's net proceeds, after debt issuance costs, from the offering of the Acquisition Notes were approximately $361.6 million. Interest on the Acquisition Notes is payable May 15 and November 15 of each year, commencing November 15, 2015.

On and after May 15, 2019, the Company may redeem the Acquisition Notes, in whole or in part, at the redemption price of 100.000%, plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the twelve month period beginning on or after May 15, 2020.

The Acquisition Notes and the guarantees are the Company's and the guarantors' senior unsecured obligations. The Acquisition Notes are effectively subordinated to indebtedness under the Term Loan Facility and the ABL Facility, and will be effectively subordinated to all future secured indebtedness of the Company and the guarantors, in each case, to the extent of the value of the assets securing such indebtedness.

Senior Secured Term Loans

On April 28, 2015, the Company also entered into a credit agreement with Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent (the "Term Loan Credit Agreement"), providing for a $1,010.0 million senior secured term loan due April 28, 2022 (the "Term Loan"). The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $973.4 million. The Term Loan is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 350 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 250 basis points. The applicable margins will be decreased by 25 basis points upon achievement of a certain consolidated first lien secured debt to consolidated EBITDA ratio. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $2.5 million are required as part of the Term Loan. The Company has the right to prepay the Term Loan without premium or penalty. The obligations of the Company under the agreement governing the Term Loan are unconditionally guaranteed by Intermediate Corp., which is the Company's direct parent, and each subsidiary of the Company. The Term Loan is secured by (i) a first-priority security interest in all of the equity interests of the Company, its subsidiaries and substantially all personal property (other than the ABL Priority Collateral, as discussed below) of Intermediate Corp. and its subsidiaries (the "Priority Term Collateral") and (ii) a second-priority security interest in substantially all personal property of Intermediate Corp. and its subsidiaries consisting of receivables, inventory, goods and equipment, consisting of spare parts not attached to or installed on helicopters or other aircraft engines, cash, deposit accounts, securities and commodity accounts, and documents and supporting obligations, but generally excluding intellectual property and general intangibles (the "ABL Priority Collateral").

On August 12, 2016, Holdings entered into a joinder agreement (the "First Joinder Agreement") to the Term Loan Credit Agreement, providing for a $190 million senior secured term loan due April 28, 2022. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $184.7 million. The First Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 400 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 300 basis points. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $0.5 million are required as part of the First Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. The Company's net proceeds together with cash on hand were used to make a dividend payment to Holding's ultimate owner, Buyer Corp, who in turn repurchased a portion of outstanding equity shares from its stockholders for $204.7 million and paid $10.5 million to vested holders of Buyer Corp common stock options.

On July 19, 2017, Holdings entered into a joinder agreement (the "Second Joinder Agreement") to the Term Loan Credit Agreement, providing for a $750 million senior secured term loan due April 28, 2022. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $732.8 million. The Second Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 400 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 300 basis points. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $1.9 million are required as part of the Second Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. The Company's net proceeds together with cash on hand were used to acquire AMRG.

On March 5, 2018, the Company entered into the Repricing Amendment No. 1 (the "Repricing Amendment"), by and among the Company, Intermediate Corp. and the other guarantors party thereto and Morgan Stanley Senior Funding, Inc., as the lender and as the administrative agent and the collateral agent, to the Term Loan Credit Agreement. The Repricing Amendment, among other things, (i) establishes new first lien term loans in an aggregate principal amount of approximately $1.9 billion, with the maturity date in 2022, to refinance the existing Term Loan and (ii) reprices the rates applicable to such term loans by amending the definition of the Applicable Margin. Pursuant to the Repricing Amendment, the new Applicable Margin is (i) 3.25% for the new first lien term loans that are LIBOR Loans and (ii) 2.25% for the new first lien term loans that are Alternative Base Rate Loans.

On March 14, 2018, the Company entered into a joinder agreement (the "Third Joinder Agreement") to the Term Loan Credit Agreement, providing for a $1,455.0 million senior secured term loan due March 14, 2025. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $1,387.0 million. The Third Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 4.25% or (ii) the greater of a base rate or 2.0% plus a margin of 3.25%. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $3.6 million are required as part of the Third Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. Net proceeds were used to acquire AMR.

Asset-Based Revolving Credit Facility

On April 28, 2015, the Company also entered into a $175.0 million asset-based revolving credit facility (the "ABL Facility"), with a syndicate of banks, with Bank of America, N.A. acting as the administrative agent and collateral agent.

On March 14, 2018, the Company's existing ABL Facility credit agreement was amended pursuant to an incremental amendment, by and among the Company, the guarantors party thereto, the lenders and the letter of credit issuer listed therein and Bank of America, N.A., to provide for an additional commitment of $100.0 million under the ABL Facility credit agreement.

On October 30, 2018, the ABL Facility was amended pursuant to an incremental amendment, by, among others, the Company, the lenders and Bank of America, N.A., to provide for an additional commitment of $225.0 million for a maximum available under the ABL Facility of $500.0 million.

The ABL Facility matures October 30, 2023, and is subject to customary borrowing base limitations and will be reduced by loans and letter of credit utilization. The borrowing base available to the Company under the terms of the ABL Facility is a function of eligible receivables of the Company. Borrowings under the ABL Facility will bear interest at a rate per annum equal to, at the Company's option, either (a) LIBOR plus a margin ranging from 125 to 175 basis points or (b) a base rate plus a margin ranging from 25 to 75 basis points. The applicable margins will be determined based on our average excess liquidity during the immediately preceding fiscal quarter as a percentage of the maximum borrowing amount under the ABL Facility. The Company is also required to pay a commitment fee of 0.375% per

annum in respect of any unutilized commitments, which fee will be reduced to 0.25% if the average daily used portion of the ABL Facility exceeds 50%. The credit agreement governing the ABL Facility require that if excess liquidity is less than the greater of (i) $35.0 million and (ii) 10.0% of the lesser of (x) the aggregate commitments and (y) the then applicable borrowing base, we must maintain a minimum fixed-charge coverage ratio of 1.0:1.0 until such thresholds are exceeded for 20 consecutive days. The obligations of the Company under the ABL Facility are unconditionally guaranteed by Intermediate Corp. and each of the Company's subsidiaries. The ABL Facility is secured by a first-priority security interest in the ABL Priority Collateral described above and a second-priority interest in the Priority Term Collateral described above.

As of December 31, 2019, letters of credit outstanding which impact the available credit under the ABL Facility were $108.9 million and the maximum amount available under the ABL Facility was $391.1 million. These letters of credit primarily secure the obligations of AMR's operations.

Unsecured Term Loan

On March 14, 2018, the Company also entered into a credit agreement with Morgan Stanley Senior Funding, Inc. as administrative agent (the "Unsecured Term Loan Credit Agreement"), providing for a $730.0 million unsecured term loan due March 14, 2026 (the "Unsecured Term Loan"). The Unsecured Term Loan is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 7.88% or (ii) the greater of a base rate or 2.00% plus a margin of 6.88%. Similarly to the Term Loan, the Unsecured Term Loan requires the Company to prepay outstanding term loans, subject to certain exceptions and subject first to prepayment of the Term Loan, with: (i) 50% of our annual excess cash flow (which percentage will be reduced to 25% and 0% of our annual excess cash flow based upon the achievement of specified first lien net leverage ratios); (ii)100% (which percentage will be reduced to 50% upon the achievement of a specified first lien net leverage ratio) of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property in excess of a certain amount, subject to reinvestment rights and other exceptions; and (iii)100% of the net cash proceeds of any incurrence of debt, other than proceeds from debt permitted under the Unsecured Term Loan, except in respect of certain refinancing debt. Notwithstanding the foregoing, the Company is not required to prepay loans under the Unsecured Term Loan with net cash proceeds of asset sales or with excess cash flow in each case attributable to foreign subsidiaries to the extent that the repatriation of such amounts is prohibited or delayed by applicable local law or would result in material adverse tax consequences. If any of the Unsecured Term Loan is (i) voluntarily prepaid, (ii) mandatorily prepaid (subject to certain exceptions) then the Company has to pay the administrative agent, for the benefit of the lenders under the Unsecured Term Loan a premium equal to (x) 105% of the aggregate principal amount of loans prepaid if such prepayment occurs on or prior to March 14, 2019, (y) 103% of the aggregate principal amount of loans prepaid if such prepayment occurs between March 14, 2019 and March 14, 2020 and (z) 101% of the aggregate principal amount of loans prepaid if such prepayment occurs between March 14, 2020 and March 14, 2021.

The obligations of the Company under the agreement governing the Unsecured Term Loan are unconditionally guaranteed by Intermediate Corp., and each subsidiary of the Company. The Unsecured Term Loans and the guarantees are the Company's and the guarantors' unsecured obligations. The Unsecured Term Loans are effectively subordinated to indebtedness under the Term Loan and the ABL Facility and will be effectively subordinated to all future secured indebtedness of the Company and the guarantors, in each case, to the extent of the value of the assets securing such indebtedness.

Under the respective agreements governing the ABL Facility, senior secured term loans and the unsecured term loan, the Company is subject to certain customary covenants, including but not limited to limitations on investments, acquisitions, restricted payments, liens, and additional indebtedness and, in the case of the ABL Facility, the minimum fixed-charge coverage ratio as described above. Under the indenture governing the Acquisition Notes and the senior secured term loans, the Company is subject to certain incurrence based restrictive covenants, including those related to investments, indebtedness, and restricted payments.

Contractual Obligations and Other Commitments

The following table summarizes our contractual obligations and commitments outstanding as of December 31, 2019 (in thousands):

	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Contractual obligations:					
Long-term debt obligations, including interest[1]	$ 4,548,781	$ 63,212	$ 1,948,140	$ 451,232	$ 2,086,197
Capital lease obligations, including interest	289,527	68,496	111,559	70,428	39,044
Operating lease obligations, including renewal option periods[2]	279,508	65,264	86,538	54,111	73,595
Aircraft purchase commitments[3]	36,048	21,736	14,312	—	—
Other[4]	167,771	57,580	77,024	24,721	8,446
Subtotal	5,321,635	276,288	2,237,573	600,492	2,207,282
Other commitments:					
Guarantees of surety bonds	135,518	—	—	—	135,518
Letters of credit[5]	108,891	—	—	—	108,891
Subtotal	244,409	—	—	—	244,409
Total obligations and commitments	$ 5,566,044	$ 276,288	$ 2,237,573	$ 600,492	$ 2,451,691

(1) Our long-term debt may increase based on future acquisition activity. We intend to either use our operating cash flow to repay our long-term debt or refinance such obligations as they come due.

(2) Operating lease obligations do not include common area maintenance, insurance, or tax payments for which we were also obligated.

(3) We finance aircraft acquired under these commitments through capital leases or debt agreements. As of December 31, 2019, we paid $3.6 million in non-refundable deposits relating to aircraft purchases.

(4) Includes dispatch and responder fees, contingent consideration related to acquisitions, liability for unrecognized tax benefits, construction in process and other purchase obligations of goods and services.

(5) Letters of credit are primarily collateralized by our ABL Facility.

Off-Balance Sheet Arrangements

We do not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, established for the purposes of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. Accordingly, we are not materially exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in such relationships.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to market risk primarily from exposure to changes in interest rates based on our financing, investing and cash management activities. We utilize a balanced mix of maturities along with both fixed rate and variable rate debt and interest rate swaps to manage our exposures to changes in interest rates. Our variable rate debt instruments are primarily indexed to LIBOR. Interest rate changes would result in gains or losses in market value of our fixed rate debt portfolio due to differences in market interest rate and the rates at the inception of the debt agreements. Based upon our indebtedness at December 31, 2019, a 100 basis point interest rate change would impact our net earnings and cash flow by approximately, $39.3 million annually. Although there can be no assurances that interest rates will not change significantly, we do not expect changes in interest rates to have a material effect on our net earnings or cash flows in 2020.

Our cost of operations is affected by changes in the price and availability of fuel. The average cost of aircraft fuel per gallon for the year ended December 31, 2019 increased 8.4% compared to the same prior year period. The average cost of vehicle fuel per transport for the year ended December 31, 2019 decreased 3.2% compared to the same prior year period. Patient transport volume for our operations can vary due to weather conditions and other factors. Therefore, the impact of a change in fuel cost based on current year volume is not necessarily indicative of the impact on subsequent years.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements and schedules are listed below in "Exhibits, Financial Statement Schedules."

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There were no disagreements with accountants on accounting and financial disclosure.

EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Our executive officers are as follows:

Name	Age	Position
Randel G. Owen	60	President and CEO, GMR
Edward Van Horne	50	COO, GMR
Michael E. Preissler	47	CFO, GMR
Thomas A. A. Cook	55	General Counsel, GMR
Edward M. Racht, MD	61	CMO, GMR

Randel G. Owen has served as President and CEO of GMR since March 2018. He previously held roles as President of ambulatory services, CFO and Executive Vice President of Envision Healthcare. He was appointed Executive Vice President and CFO of AMR in March 2003. He joined EmCare in July 1999 and served as Executive Vice President and CFO from June 2001 to March 2003. Before joining EmCare, he was Vice President of Group Financial Operations for PhyCor, Inc. in Nashville, Tennessee from 1995 to 1999. Mr. Owen has more than 20 years of financial experience in the health care industry and received an accounting degree from Abilene Christian University.

Edward Van Horne has been COO of GMR since April 2019. Prior to his current position, he served as the, CEO of AMR from April 2015 to April 2019, President of AMR from June 2013 to April 2019, CEO for AMR's South Region from January 2007 to June 2013, encompassing the southern and southeastern United States. Mr. Van Horne also served in management positions with AMR as a market General Manager and Vice President of Business Development from November 2002 through December 2006. Mr. Van Horne holds a B.S. from Rochester Institute of Technology and an M.B.A. from the University of Phoenix and started his career as an EMT in 1990.

Michael E. Preissler has served as our CFO and Chief Administrative Officer since July 2014. Prior to that, from May 2008 to June 2014, Mr. Preissler served as CFO at Med-Trans. From September 2005 to March 2007, he was the Director of Finance for Brand Energy & Infrastructure Services, a diversified provider of specialty industrial services to the North American energy infrastructure market. Mr. Preissler was employed at Delta Airlines from July 1999 to September 2005, becoming General Manager—Strategy, Operations and Planning in 2003. From September 1994 to July 1997, Mr. Preissler served as a Certified Public Accountant with Deloitte & Touche. He received a bachelor of business administration in accounting and sociology from the University of Notre Dame and an M.B.A. from the Yale School of Management with an emphasis in finance.

Thomas A. A. Cook has served as our Vice President and General Counsel since 2006. Prior to that, from February 2005 to July 2006, Mr. Cook was a lawyer at Devereux Murphy LLC, a law firm in St. Louis, Missouri, practicing in commercial transactions, financing, acquisitions, divestitures and joint ventures. Mr. Cook served as General Counsel for Insituform Technologies, Inc., a publicly-traded maker of cured-in-place pipe products based in St. Louis, Missouri from September 2000 to June 2004, and, from January 1997 to September 2000, as a partner in the Corporate/Securities Department of Blackwell Sanders LLP, a large St. Louis corporate law firm. He received an undergraduate degree in accounting, an M.B.A and a J.D. from the University of Kansas.

Edward M. Racht, MD has served as Chief Medical Officer of AMR since September 2010 and GMR since March 2018. He previously held positions as Vice President of Medical Affairs at Piedmont Newnan Hospital in Atlanta, Medical Director of the City of Austin / Travis County EMS System and Associate Chief of Emergency Medicine at the Medical College of Virginia. He has over 30 years of experience in Emergency Medicine, EMS, Disaster Medicine and Healthcare Systems Development. Dr. Racht attended Emory University School of Medicine and completed his residency at the Medical College of Virginia.

Board Composition

Following the consummation of the Acquisition, our business and affairs are managed by our board of directors. The shareholders agreement that was entered into by, and among, Parent and KKR in connection with the

Acquisition, requires that the board of directors consist of a number of directors as determined by KKR, which will include one designee of Parent, with the other directors being designated by KKR.

Director Compensation

On June 1, 2018, GMR Buyer Corp. granted 42,682 deferred stock units ("DSUs") to Jay Grinney and on October 21, 2019, granted 28,351 DSUs to Carol Burt. Each DSU represents the right, subject to the terms and conditions of the granting agreement, to receive one share of common stock ("Share") in settlement of such DSU on the earlier of (x) the date on which the Participant first experiences a separation from service" within the meaning of Section 409A of the granting agreement, or (y) a change in control that is also a "change in control event" within the meaning of Section 409A of the granting agreement. The DSUs were granted outside of, but subject to the terms of, the GMR Buyer Corp. 2015 Stock Incentive Plan.

The DSUs are credited to a separate account maintained for the Participant on the books of the Company. On any given date the value of each DSU equals the fair market value of one Share. The DSUs vest in equal annual installments on each of the first and second anniversaries of March 14, 2018, subject to the Participant's continued service on board through each such date, subject to possible partial vesting on a monthly basis depending on the reason for an early termination of service. All unvested DSUs automatically vest upon a change in control if the Participant's service has not been terminated prior to such change in control.

If the Company pays any dividend with respect to its common stock, then a corresponding cash payment is made with respect to vested DSUs and the number of unvested DSUs are appropriately increased. The DSUs and Shares issued in settlement of the DSUs are subject to the transfer restrictions set forth in the GMR Buyer Corp. 2015 Stock Incentive Plan, the Stockholder's Agreement and any transfer restrictions that may be described in the Company's organizational documents in effect at the time of the contemplated transfer.

None of our other directors are expected to receive fees for their services as directors. In the future, we may compensate directors who are neither our employees nor affiliates of KKR. All of our directors will be reimbursed for out-of-pocket expenses incurred in connection with attending all board and other committee meetings.

EXECUTIVE COMPENSATION

Compensation of Executive Officers

Summary compensation table

The following table sets forth compensation paid for the years ended December 31, 2019 and 2018 to our Chief Executive Officer, Chief Financial Officer, and the other most highly compensated executive officers during the most recently completed fiscal year.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary ($)	Bonus ($)	All Other ($)[1]	Total
Randel G. Owen	2019	772,997	875,490	23,200	1,671,687
President, CEO and Director, GMR	2018	621,919	—	—	621,919
Edward Van Horne	2019	554,125	696,363	5,538	1,256,026
COO, GMR	2018	456,338	—	4,154	460,492
Michael E. Preissler	2019	520,495	340,906	9,600	871,001
CFO, GMR	2018	468,230	420,064	8,700	896,994
Thomas A. A. Cook	2019	385,514	160,816	115,039	661,369
General Counsel, GMR	2018	324,881	205,253	6,300	536,434
Edward M. Racht, MD	2019	386,992	235,408	—	622,400
CMO, GMR	2018	381,992	49,150	20,225	451,367

(1) Amounts shown include cash payouts to stock option holders, as well as relocation, aircraft and vehicle lease allowances.

Employment Agreements

Certain members of our senior management team currently have employment agreements with us. Summary descriptions of the arrangements for our named executive officers, other than Dr. Edward Racht (who does not have and employment agreement), are provided below.

Randel G. Owen

On August 7, 2017, GMR entered into an employment agreement with Mr. Owen, which provides for a two-year term ending on March 14, 2020. Commencing on March 14, 2020 and each subsequent anniversary, the term will be automatically extended by two additional years unless either party provides the other party with 90 days' prior written notice that the term shall not be extended. The Company shall pay Mr. Owen an annual base salary which is subject to review for potential increases from time to time in the sole discretion of the Company, and which increased to $800,000 as of March 1, 2019. Mr. Owen is also eligible to earn an annual bonus based on annual performance goals, which bonus shall not be less than 120% of his annual base salary if such performance goals are satisfied.

If Mr. Owens's employment is terminated by the Company without "cause" or he resigns for "good reason" (each as defined in his employment agreement) at any time outside of the change in control protection period (as defined below), he is entitled to receive (i) cash severance in an amount equal to 1.5 times the sum of (a) his annual base salary at the time of termination and (b) the target bonus for the year of termination, payable during the eighteen month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the

Company's senior executives for such eighteen month period. If a change in control occurs and Mr. Owens's employment is terminated by the Company without cause or he resigns for good reason, in either case, within one year following such change in control (hereinafter referred to as the "change in control protection period"), he is entitled to receive (i) cash severance in an amount equal to 2.0 times the sum of (a) his annual base salary and (b) the target bonus for the year of termination, payable during the eighteen month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such eighteen month period. Mr. Owen's receipt of severance payments and benefits is conditioned upon his execution of an effective release of claims in favor of the Company and continued compliance with certain restrictive covenants set forth in his employment agreement, including customary confidentiality and assignment of intellectual property covenants that apply indefinitely and non-competition and non-solicitation covenants that apply during the term of employment and for a twelve month period thereafter.

Edward Van Horne

On August 7, 2017, GMR entered into an employment agreement with Mr. Van Horne, which provides for a five-year term ending on March 14, 2023. Commencing on March 14, 2023 and each subsequent anniversary, the term will be automatically extended by twelve additional months unless either party provides the other party with 180 days' prior written notice that the term shall not be extended. The Company shall pay Mr. Van Horne an annual base salary which is subject to review for potential increases from time to time in the sole discretion of the Company, and which increased to $600,000 as of May 7, 2019. Mr. Van Horne is also eligible to earn an annual bonus based on annual performance goals, which bonus shall not be less than 100% of his annual base salary if such performance goals are satisfied.

If Mr. Van Horne's employment is terminated by the Company without "cause" or he resigns for "good reason" (each as defined in his employment agreement) at any time outside of the change in control protection period (as defined below), he is entitled to receive (i) cash severance in an amount equal to 1.0 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the twelve month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such twelve month period. If a change in control occurs and Mr. Van Horne's employment is terminated by the Company without cause or he resigns for good reason, in either case, within one year following such change in control (hereinafter referred to as the "change in control protection period"), he is entitled to receive (i) cash severance in an amount equal to 1.5 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the eighteen month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such eighteen month period. Mr. Van Horne's receipt of severance payments and benefits is conditioned upon his execution of an effective release of claims in favor of the Company and continued compliance with certain restrictive covenants set forth in his employment agreement, including customary confidentiality and assignment of intellectual property covenants that apply indefinitely and non-competition and non-solicitation covenants that apply during the term of employment and for a twelve month period thereafter.

Michael E. Preissler

On December 14, 2017, GMR entered into a second amended and restated employment agreement with Mr. Preissler, which provides for a five-year term ending on March 14, 2023. Commencing on March 14, 2023 and each subsequent anniversary, the term will be automatically extended by twelve additional months unless either party provides the other party with 60 days' prior written notice that the term shall not be extended. The Company shall pay Mr. Preissler an annual base salary which is subject to review for potential increases from time to time in the sole discretion of the Company, and which was increased to $525,000 as of March 1, 2019. Mr. Preissler is also eligible to earn an annual bonus based on annual performance goals, which bonus shall not be less than 75% of his annual base salary if such performance goals are satisfied.

If Mr. Preissler's employment is terminated by the Company without "cause" or he resigns for "good reason" (each as defined in his employment agreement) at any time outside of the change in control protection period, he is

entitled to receive (i) cash severance in an amount equal to 1.0 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the twelve month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such twelve month period. If a change in control occurs and Mr. Preissler's employment is terminated by the Company without cause or he resigns for good reason at any time during the change in control protection period, he is entitled to receive (i) cash severance in an amount equal to 2.0 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the twenty-four month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such twenty-four month period. Mr. Preissler's receipt of severance payments and benefits is conditioned upon his execution of an effective release of claims in favor of the Company and continued compliance with certain restrictive covenants set forth in his employment agreement, including customary confidentiality and assignment of intellectual property covenants that apply indefinitely and non-competition and non-solicitation covenants that apply during the term of employment and for a twelve-month period thereafter.

Thomas A. A. Cook

On April 28, 2015, AMGH Holding Corp. (predecessor-in-interest to the Company) entered into an amended and restated employment agreement with Mr. Cook, which was amended by Amendment No. 1 as of March 1, 2019, which provides for a five-year term ending on April 28, 2020. Commencing on April 28, 2020 and each subsequent anniversary, the term will be automatically extended by twelve additional months unless either party provides the other party with 60 days' prior written notice that the term shall not be extended. The Company shall pay Mr. Cook an annual base salary which is subject to review for potential increases from time to time in the sole discretion of the Company, and which was increased to $400,000 as of March 1, 2019. Mr. Cook is also eligible to earn an annual bonus based on annual performance goals, which bonus (as of March 1, 2019) shall not be less than 75% of his annual base salary if such performance goals are satisfied.

If Mr. Cook's employment is terminated by the Company without "cause" or he resigns for "good reason" (each as defined in his employment agreement) at any time outside of the change in control protection period, he is entitled to receive (i) cash severance in an amount equal to 1.0 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the twelve month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such twelve month period. If a change in control occurs and Mr. Cook's employment is terminated by the Company without cause or he resigns for good reason at any time during the change in control protection period, he is entitled to receive (i) cash severance in an amount equal to 2.0 times the sum of (a) his annual base salary and (b) the greater of (x) the average bonus earned for the two years prior to termination or (y) the target bonus for the year of termination, payable during the twenty four month period following termination, and (ii) continued medical benefits under COBRA on the same basis as provided to the Company's senior executives for such twenty-four month period. Mr. Cook's receipt of severance payments and benefits is conditioned upon his execution of an effective release of claims in favor of the Company and continued compliance with certain restrictive covenants set forth in his employment agreement, including customary confidentiality and assignment of intellectual property covenants that apply indefinitely and non-competition and non-solicitation covenants that apply during the term of employment and for a twelve-month period thereafter.

Director and officer indemnification agreements

We have entered into indemnification agreements with our directors and officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. The indemnification provided under the indemnification agreements is not exclusive of any other indemnity rights. Insofar as indemnification for liabilities arising under the Securities Act may be permitted, we have been informed that in the opinion of the SEC such indemnification is against public policy and is therefore unenforceable. There is currently no pending material litigation or proceeding involving any of our directors and officers for which indemnification is sought.

Equity Arrangements with Management

Share Purchases. Subsequent to the Buyer Corp. acquisition of AMGH Holding Corp. on April 28, 2015, key officers and employees purchased an aggregate of approximately 2.4% of Buyer Corp.'s common stock, (the "Parent Common Stock"). The purchase price per share paid by each of the management investors for the Parent Common Stock was the same as that paid by KKR with respect to its purchase of Parent Common Stock issued in connection with the consummation of the Acquisition. In June 2018, key officers and employees purchased an additional aggregate of approximately 2.4% of Parent Common Stock. The purchase price per share paid by each of the management investors for was the same as that paid by KKR with respect to its purchase of Parent Common Stock issued in connection with the consummation of the acquisition of AMR in March 2018.

Rollover Options. In connection with the Acquisition, certain key officers and employees of AMGH Corp. and its subsidiaries exchanged certain vested options to purchase shares of common stock of AMGH Corp. for vested options to purchase shares of Parent Common Stock (the "rollover options") pursuant to a rollover arrangement with Parent as described in the Merger Agreement. The rollover options are subject to the terms and conditions of the applicable rollover option agreement and the AMGH Holding Corp. 2010 Management Equity Plan. Upon completion of the acquisition of AMR, on March 14, 2018, certain outstanding fully-vested options held by an AMR employee prior to the close of operations were replaced with 1,626,016 options to purchase shares of Parent Common Stock. These rollover options vested immediately and were included as part of the purchase consideration transferred for AMR. As of December 31, 2019, a total of 4,429,196 rollover options were issued and outstanding.

Stock Incentive Plan; Option Grants. Additionally, Parent established an equity incentive plan, the GMR Buyer Corp. 2015 Stock Incentive Plan (the "Stock Incentive Plan"), pursuant to which Parent may grant Parent Common Stock, stock options, restricted stock, restricted stock units and other stock-based awards to employees, directors, consultants or advisors of Parent or any of its subsidiaries, subject to the terms and conditions therein. Exclusive of rollover options, discussed above, the total number of shares of Parent Common Stock available for issuance under the Stock Incentive Plan is 27,010,114 shares. As of December 31, 2019 a total of 25,208,925 stock options, exclusive of rollover options, were issued and outstanding. With respect to the outstanding stock options granted under the Stock Incentive Plan, a portion is subject to time-based vesting and a portion is subject to performance-based vesting. Each time-based option vests and becomes exercisable with respect to 20% of the shares of Parent Common Stock subject thereto on each of the first five anniversaries of the vesting commencement date, subject to the holder's continued employment on each such vesting date; provided, that upon the occurrence of a change in control, all unvested time-based options will become fully vested and exercisable, subject to the holder's continued employment through the closing date of such change in control. Each performance-based option vests and becomes exercisable upon the occurrence of a "realization event" (as defined in the applicable option agreement) if certain pre-established performance targets are achieved based on the level of the Sponsor's investment return, subject to the holder's continued employment through the closing date of such realization event. Upon a termination of the holder's employment with Parent and its subsidiaries for any reason, any unvested option will cease to vest or become exercisable and any option that is unexercisable at such time will immediately expire without any consideration due in respect thereof; provided, that upon a qualifying termination of employment, certain performance-based options may remain outstanding and will be eligible to vest under certain circumstances as set forth in the applicable option agreement.

Management Stockholders' Agreement. All issued and outstanding Parent Common Stock and stock options are subject to certain transfer restrictions as set forth in the Management Stockholders' Agreement, dated as of April 28, 2015, by and among Parent, the sponsor, and the other parties set forth therein (the "Management Stockholders' Agreement"), as described below.

The Management Stockholders' Agreement provides that if a management stockholder's employment with Parent or its subsidiaries or affiliates is terminated for any reason or the management stockholder engages in a restrictive covenant violation, Parent will have the right to repurchase all or any of the management stockholder's shares of Parent Common Stock (regardless of whether held by the management stockholder or a permitted transferee or other person) upon such terms and conditions set forth therein. Pursuant to the Management Stockholders' Agreement, if (i) the management stockholder's employment is terminated by Parent for cause or (ii) the management stockholder engages in a restrictive covenant violation, the repurchase price for such shares of Parent Common Stock shall be equal to the lesser

of (x) the "fair market value" and (y) the "cost" (each as defined in the Management Stockholders' Agreement) of such shares. If (A) the management stockholder's employment is terminated by Parent for any reason other than cause or (B) the management stockholder resigns for any reason, and, in each case, the management stockholder does not engage in a restrictive covenant violation, the repurchase price for such shares of Parent Common Stock shall be equal to the fair market value of such shares. These repurchase right provisions apply under the same circumstances with respect to all or any vested portion of any stock options then held by the management stockholder with the applicable repurchase price determined on a net basis taking into account the aggregate exercise price of such stock options. Any repurchase of shares of Parent Common Stock or stock options is subject to such other terms and conditions set forth in the Management Stockholders' Agreement.

Pursuant to the Management Stockholders' Agreement, the Parent Common Stock is subject to certain general restrictions on transfer, and the Parent Common Stock issued to any management investors is subject to the right of Parent or, if not exercised by Parent, certain affiliates of KKR, to repurchase the Parent Common Stock issued to any of the management investors upon a termination of their employment as described above. The Management Stockholders' Agreement requires that if KKR receives an offer from a third party to effect a transaction that would result in a change in control of Parent, as defined and described in the Management Stockholders' Agreement, management investors must cooperate with the sale process, which includes, if requested by KKR, selling the same proportion of their securities held by them to the buyer as the proportion to be sold by KKR, on the same terms and conditions to be paid or provided to KKR except as is described in the Management Stockholders' Agreement. In addition, each management investor would be required to vote in favor of (and not otherwise oppose) such transaction and waive any dissenters or appraisal rights with respect to such transaction. In connection with this requirement, the Management Stockholders' Agreement contains a power of attorney from each management investor in favor of KKR that will appoint KKR such management investor's attorney-in-fact in connection with any such transaction and allow KKR to execute definitive documents and related documentation in connection with any such transaction on such member's behalf if the management investor fails to vote its shares of Parent Common Stock in favor of such transaction.

Until such time as a "change in control" or a "qualified public offering" occurs (each as described in the Management Stockholders' Agreement), if KKR sells any portion of its ownership interest in Parent to a third party (disregarding certain sales in the public market, transfers to affiliates and certain other exceptions), management investors holding a specified minimum amount of equity securities, or securities exchangeable or exercisable for, or convertible into, equity securities of Parent, have the option (but not requirement, except in the case of a change in control of Parent as described above) to participate in the sale and sell alongside KKR a number of shares of Parent common Stock representing the same proportion of shares of Parent Common Stock held by such management investor as the proportion to be sold by KKR, and generally on the same terms that apply to such sale by KKR except as is described in the Management Stockholders' Agreement.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

As a result of the Acquisition, all of the Company's capital stock is indirectly owned by Parent. Investment funds associated with KKR and certain co-investment vehicles own 100% of Parent's equity interests. In addition, we established an Equity Incentive Plan pursuant to which members of our management may receive equity awards representing Parent's equity interests. All members of our Board of Directors affiliated with KKR may be deemed to beneficially own shares owned by KKR and such co-investment vehicles. Each such individual disclaims beneficial ownership of any such shares in which such individual does not have a pecuniary interest.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Monitoring Agreement

On April 28, 2015, investment funds affiliated with KKR acquired 100% of the equity interest of the Company. The Company executed a monitoring agreement with KKR, which became effective on April 28, 2015. The monitoring agreement will be in effect from year to year unless amended or terminated by consent of all of the parties. In the event of a consummation of a "change in control" (as defined in the Sponsor Stockholders' Agreement) of, or initial public offering by the Company, the monitoring agreement will be automatically terminated, unless the Company otherwise elects to continue the monitoring agreement.

Pursuant to the monitoring agreement, the Company will pay KKR a fee equal to 1% of EBITDA for the prior fiscal year, payable in quarterly installments in arrears at the end of each fiscal quarter. The Company incurred an advisory fee of $6.3 million for the years ended December 31, 2019 and 2018, and $3.7 million for the year ended December 31, 2017. The fees are included in the "Other operating expenses" caption on the consolidated statements of operations.

Additionally, KKR Capital Markets LLC ("KCM"), an affiliate of KKR, and Capstone Consulting, LLC ("Capstone"), a consulting company that works exclusively with KKR portfolio companies, provided for the arrangement and syndication of the unsecured term loan, and operational support, procurement diagnostics, and due diligence support, respectively. In consideration for these services, the Company paid $0.9 million and $19.8 million during the years ended December 31, 2019 and 2018, respectively.

Sponsor Stockholders' Agreement

In connection with the Acquisition, we entered into a Sponsor Stockholders' Agreement, dated as of April 28, 2015 (the "Sponsor Stockholders' Agreement"), with KKR North America Fund XI L.P., a Cayman Islands exempted limited partnership, KKR AMG Co-Invest L.P., a Delaware limited partnership, KKR AMG Aggregator L.P., a Delaware limited partnership, and KKR North America Fund XI (AMG) LLC, a Delaware limited liability company, and the persons who may from time to time become party thereto. Subject to the terms of the Sponsor Stockholders' Agreement, Parent is not permitted to pay any cash dividends so long as there are any outstanding warrants to purchase Parent Common Stock held by KKR or its affiliates.

The Sponsor Stockholders' Agreement grants the parties thereto with the right to purchase its pro rata share of all or any part of equity securities or any similar securities, subject to certain specified exceptions, that Parent or its subsidiaries may, from time to time, propose to sell or issue at the most favorable price such new securities are to be sold or issued to any person in such offering. If, in the good faith judgment of the board of directors of Parent, the issuance of new securities would result in Parent or its subsidiaries not complying with specified requirements related to the ownership of United States airlines by U.S. citizens, then all or a portion of new securities issued pursuant to the Sponsor Stockholders' Agreement may be in the form of warrants.

Registration Rights Agreement

In connection with the Acquisition, we entered into a Registration Rights Agreement, dated as of April 28, 2015 (the "Registration Rights Agreement"), with KKR North America Fund XI L.P., a Cayman Islands exempted limited partnership, KKR AMG Co-Invest L.P., a Delaware limited partnership, KKR AMG Aggregator L.P., a Delaware limited partnership, and KKR North America Fund XI (AMG) LLC, a Delaware limited liability company, and the persons who may from time to time become party thereto. The Registration Rights Agreement contains provisions with respect to the registration of Parent's common stock. These provisions provide the parties to the Registration Rights Agreement with the right at any time, subject to certain conditions, to request Parent, any corporate successor thereto or any of Parent's subsidiaries, to conduct an initial public offering, at Parent's expense, of any or all of its securities under the Securities Act. In addition, following the initial public offering, by us, subject to certain conditions, the parties thereto would have the right request unlimited registrations on Form S-1 or, if available, Form S-3 at our expense. At our

expense, the parties to the Registration Rights Agreement would be entitled, subject to certain underwriter cutbacks, to the inclusion of their securities in any registration statement by us to register any offering of our equity securities (other than pursuant to a registration statement on Form S-4, on Form S-8 or with respect to certain other specified offerings).

Indemnification Agreement with affiliates of KKR

In connection with the AMR acquisition, we entered into an indemnification agreement with KKR North America Fund XI (AMG) LLC pursuant to which we agreed to indemnify affiliates of KKR that at any time hold our common equity (and their affiliates and certain other persons) against liabilities that may arise out of any breach by us of a consent decree we entered into with the Federal Trade Commission, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

PRINCIPAL ACCOUNTING FEES AND SERVICES

The following fees for services provided by KPMG, LLP, the Company's independent certified public accountant, during the years ended December 31, 2019 and 2018 (in thousands):

	2019	2018
Audit Fees	$ 1,185	$ 1,155

The fees for 2019 and 2018 include audit services for the audit year for which the fees relate. Such amounts include fees and expenses related to the fiscal year and interim reviews, notwithstanding when the fees and expenses were billed or when the services were rendered.

The Company's audit committee approved the appointment of the Company's auditors.

EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) 1. Financial statements of the Company (including related Notes to Consolidated Financial Statements) included as part of this report are listed below:

Independent Auditors' Report.

Consolidated Balance Sheets as of December 31, 2019 and 2018.

Consolidated Statements of Operations for the years ended December 31, 2019, 2018 and 2017.

Consolidated Statements of Stockholder's Equity for the years ended December 31, 2019, 2018 and 2017.

Consolidated Statements of Cash Flows for the years ended December 31, 2019, 2018 and 2017.

2. Exhibits

No.	Description
12	Reconciliation of EBITDA and Adjusted EBITDA to Net Income

SIGNATURES

Pursuant to the requirements of the bank indenture agreement, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

By: /s/ Randel G. Owen
Randel G. Owen
President and Chief Executive Officer

Date: March 30, 2020

By: /s/ Michael E. Preissler
Michael E. Preissler
Chief Financial Officer

Date: March 30, 2020

Exhibit 12

Global Medical Response, Inc. and Subsidiaries
RECONCILIATION OF EBITDA AND ADJUSTED EBITDA TO NET INCOME
(Unaudited)
(In thousands)

	Year Ended December 31,				
	2019	2018	2017	2016	2015
Net income (loss)	$ 20,156	$ (19,283)	$ 95,036	$ 48,390	$ 5,612
Interest expense, net	351,223	303,961	121,133	90,449	81,907
Income tax provision (benefit)	17,906	(14,406)	(21,882)	23,793	10,650
Depreciation and amortization	319,582	273,964	131,994	104,264	91,615
EBITDA[1]	708,867	544,236	326,281	266,896	189,784
Management fees [2]	6,329	6,277	3,726	2,655	4,073
Stock-based compensation [3]	7,644	6,598	3,891	3,211	2,719
Professional fees and other expenses for non-recurring matters [4]	58,729	92,755	35,395	14,865	46,550
Loss/(gain) on disposal of assets (non-cash) [5]	5,639	4,831	14,926	9,269	219
Membership adjustment [6]	7,000	8,628	10,407	11,409	22,529
Governmental programs fee adjustment, net of related taxes [7]	(18,563)	18,563	—	—	—
Newly opened bases [8]	1,287	3,827	773	722	2,348
Realized and unrealized (gain) loss, net [9]	(1,565)	—	—	—	—
Equity method investment (income) loss [10]	(478)	170	3,650	—	—
Adjusted EBITDA,[1] excluding the pro forma effect of recent acquisitions	$ 774,889	$ 685,885	$ 399,049	$ 309,027	$ 268,222
Other acquisitions [11]	5,288	3,846	1,392	—	—
American Medical Response acquisition [12]	—	61,517	—	—	—
Air Medical Resource Group acquisition [13]	—	—	52,000	—	—
CALSTAR acquisition [14]	—	—	—	21,433	—
Summit acquisition [15]	—	—	—	—	2,833
Adjusted EBITDA	$ 780,177	$ 751,248	$ 452,441	$ 330,460	$ 271,055

(1) We have presented EBITDA (which is defined as net income before interest expense and amortization of deferred financing costs, income tax expense and depreciation and amortization), and Adjusted EBITDA (which is defined as EBITDA, as further adjusted to exclude certain non-cash, non-recurring and other adjustment items permitted in calculating covenant compliance under our debt documents), which are considered non-GAAP financial measures.

We present EBITDA and Adjusted EBITDA because we believe that investors consider them to be important supplemental measures of our performance and believe these measures are frequently used by securities analysts, investors and other interested parties in the evaluation of companies in our industry. EBITDA and Adjusted EBITDA are not required by, and are not presented in accordance with, GAAP. The items excluded from EBITDA and Adjusted EBITDA are significant in assessing our operating results and liquidity.

Additionally, under the credit agreements that govern our credit facilities and the indenture that governs our notes, our ability to engage in certain activities such as incurring additional indebtedness, making investments and paying dividends is tied, in certain cases, to ratios based on Adjusted EBITDA.

Our EBITDA and Adjusted EBITDA measures have limitations as analytical tools, and you should not consider them in isolation, or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- they do not reflect our cash expenditures, future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debt;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA and Adjusted EBITDA measures do not reflect cash requirements for such replacements;
- they are not adjusted for all non-cash income or expense items that are reflected in our statements of cash flows;
- they do not reflect period to period changes in taxes, income tax expense or the cash necessary to pay income taxes;
- they do not reflect the impact of earnings or charges resulting from matters we consider not to be indicative of our ongoing operations; and
- they do not reflect limitations on, or costs, related to transferring earnings from our subsidiaries to us.

In addition, other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures. Because of these limitations, our EBITDA and Adjusted EBITDA and related ratios should not be considered as measures of discretionary cash available to us to invest in the growth of our business or as measures of cash that will be available to us to meet our obligations.

(2) Represents management/director fees paid to KKR in connection with their ownership and financial management of our Company and procurement diagnostics and operational support provided by KKR.

(3) Represents the non-cash stock compensation expense associated with the vesting of stock options and other equity awards.

(4) Represents fees and expenses paid to third party professionals, including legal, accounting and financing costs, expensed in connection with the acquisitions discussed in Note 3 as well as expenses incurred in connection with historic transactions. Also includes fees and expenses in connection with accidents that would be covered by insurance policies put in place subsequent to those accidents, recruiting and severance fees paid in connection with changes to our senior management team and implementations of new information systems and initial accreditation site surveys.

(5) Represents non-cash losses associated with the disposal of non-core, non-revenue generating assets and ancillary aircraft, including vehicles and other assets that were acquired in connection with business acquisitions.

(6) Membership program revenue and expenses are recorded over the estimated duration for each membership for GAAP purposes. This item represents an adjustment to reflect membership program revenues on a cash basis.

(7) Governmental programs fee adjustment, net of related taxes represents our estimate of the retroactive impact of approved state and federal fee programs that adjust reimbursement rates on certain Medicare and/or Medicaid transports. The adjustment amount recorded for the year ended December 31, 2019 represents a reversal of our estimate of the retroactive impact recorded for the three months ended December 31, 2018.

(8) The amount of any loss attributable to a new plant, facility, or base until the date that is 24 months after the date of commencement of construction or the date of acquisition, may be added back to EBITDA. As such, the amount represents any losses incurred in the months preparing and opening the new base, and any losses incurred in the 24 months subsequent to the base opening. No limits per base, on a quarterly, or annual basis were identified in the Indenture.

(9) Realized and unrealized (gain) loss, net represents changes in the fair value of equity securities, realized gains on the settlement of pension obligations and foreign currency translation losses associated with the monetary assets of an investment held in Trinidad and Tobago.

(10) The Company uses the equity method of accounting to recognize its proportionate share of net income (loss) generated by its noncontrolling interest in Aviators Air Rescue Pvt. Ltd.

(11) The pro forma adjustment gives effect to other acquisitions occurring throughout 2019, 2018 and 2017, as though they were completed on January 1, 2019, 2018, and 2017, respectively.

(12) On March 14, 2018, the Company completed the acquisition of AMR. AMR provides medical transportation services in 40 states and the District of Columbia. The pro forma adjustment gives effect to the AMR acquisition as though it was completed on January 1, 2018, and includes certain synergies expected to be achieved through the integration of AMR into the Company.

(13) On July 19, 2017, the Company acquired 100% equity interest in Air Medical Resource Group, Inc. and several affiliated companies (collectively, AMRG). AMRG is a regional provider of emergency air medical transportation services with operations in 14 states, including Alaska and Hawaii. The pro forma adjustment gives effect to the AMRG acquisition as though it was completed on January 1, 2017.

(14) On September 1, 2016, we acquired California Shock Trauma Air Rescue ("CALSTAR"), which at the time of the acquisition operated nine air bases. The pro forma adjustment gives effect to the CALSTAR acquisition as though it was completed on January 1, 2016.

(15) On May 28, 2015, we acquired substantially all of the assets of Summit Air Ambulance Holdings, LLC ("Summit"), which at the time of the acquisition operated six air bases. The pro forma adjustment gives effect to the Summit acquisition as though it was completed on January 1, 2015.

Global Medical Response, Inc.

Financial Statements Exhibit to the 2019 Annual Report

TABLE OF CONTENTS

Independent Auditors' Report
Consolidated Financial Statements
Consolidated Balance Sheets as of December 31, 2019 and 2018 4
Consolidated Statements of Operations for the years ended December 31, 2019, 2018 and 2017 5
Consolidated Statements of Stockholder's Equity for the years ended December 31, 2019, 2018 and 2017 6
Consolidated Statements of Cash Flows for the years ended December 31, 2019, 2018 and 2017 7
Notes to Consolidated Financial Statements 8

KPMG LLP
Suite 800
1225 17th Street
Denver, CO 80202-5598

Independent Auditors' Report

The Board of Directors
Global Medical Response, Inc.:

We have audited the accompanying consolidated financial statements of Global Medical Response, Inc. (f/k/a Air Medical Group Holdings, Inc.) and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of operations, stockholder's equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Global Medical Response, Inc. and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2019, in accordance with U.S. generally accepted accounting principles.

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Emphasis of Matter

Changes in Accounting Principle

As discussed in note 2 to the consolidated financial statements, the Company has changed its method of accounting for revenue as of January 1, 2019 due to the adoption of ASU 2014-09, *Revenue from Contracts with Customers*. Our opinion is not modified with respect to this matter.

As discussed in note 2 to the consolidated financial statements, the Company has changed its presentation of restricted cash in the statements of cash flows due to the adoption of ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. Our opinion is not modified with respect to this matter.

KPMG LLP

Denver, Colorado
March 30, 2020

Global Medical Response, Inc.
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands)

	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 223,006	$ 251,477
Insurance collateral	123,844	90,102
Accounts receivable, net	817,910	686,962
Spare parts, medical supplies and fuel	78,966	74,527
Prepaid expenses	40,199	34,248
Other current assets	95,825	81,846
Total current assets	1,379,750	1,219,162
Property and equipment, net	993,194	974,046
Leased property under capital leases, net	236,340	224,832
Intangible assets, net	1,614,488	1,657,950
Goodwill	2,164,130	2,133,622
Other assets	32,091	36,770
Total assets	$ 6,419,993	$ 6,246,382
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	38,511	33,789
Accrued wages, benefits and taxes	189,542	159,383
Accrued interest	8,977	12,215
Other accrued liabilities	262,957	233,525
Current portion of capital lease obligations	55,599	54,886
Current portion of long-term debt	63,129	54,942
Total current liabilities	618,715	548,740
Capital lease obligations	196,705	183,225
Long-term debt	4,380,337	4,343,355
Deferred income taxes	174,175	159,962
Insurance reserves	129,361	112,915
Other long-term liabilities	73,544	46,037
Total liabilities	5,572,837	5,394,234
Commitments and contingencies		
Equity:		
Common stock	—	—
Additional paid-in capital	758,524	756,279
Retained earnings	117,245	97,890
Accumulated other comprehensive income (loss)	(28,613)	(2,021)
Total equity	847,156	852,148
Total liabilities and equity	$ 6,419,993	$ 6,246,382

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

PROPOSAL

Ambulance Services

For the City of Las Vegas and San Miguel County

September 16, 2020

A Global Medical Response Solution

Global Medical Response, Inc.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands)

	Year Ended December 31,		
	2019	2018	2017
Revenue	$ 4,183,108	$ 5,315,692	$ 2,190,314
Provision for uncompensated care (see Note 4)	—	(1,861,212)	(940,091)
Net revenue	4,183,108	3,454,480	1,250,223
Operating expenses:			
Employee wages, benefits and taxes	2,233,383	1,797,447	537,370
Maintenance, fuel and other direct expenses	308,867	266,916	109,844
Insurance expense	107,570	86,642	12,922
Other operating expenses	788,886	668,878	224,731
Depreciation and amortization	319,582	273,964	131,994
Acquisition, integration and other charges	39,467	89,612	35,425
Total operating expenses	3,797,755	3,183,459	1,052,286
Operating income	385,353	271,021	197,937
Interest expense, net	351,223	303,961	121,133
Equity in earnings of unconsolidated affiliates	478	(170)	(3,650)
Other income (loss), net	3,454	(579)	—
Net income (loss) before income taxes	38,062	(33,689)	73,154
Income tax (benefit) expense	17,906	(14,406)	(21,882)
Net income (loss)	$ 20,156	$ (19,283)	$ 95,036
Comprehensive income (loss):			
Net income (loss)	20,156	(19,283)	95,036
Other comprehensive income (loss)			
Unrealized gains (losses) on derivative financial instruments	(36,974)	(8,171)	—
Unrealized holding gains (losses) on investments	3,417	(1,117)	—
Defined benefit pension plan net gain (loss)	(2,442)	6,532	—
Deferred income tax (benefit) expense, net	8,606	735	—
Total other comprehensive income (loss), net of income tax	(27,393)	(2,021)	—
Comprehensive income (loss)	$ (7,237)	$ (21,304)	$ 95,036

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
(Amounts in thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at December 31, 2016	$ —	$ 409,154	$ 22,136	$ —	$ 431,290
Stock-based compensation expense	—	3,891	—	—	3,891
Equity contribution	—	6,000	1	—	6,001
Net income (loss)	—	—	95,036	—	95,036
Balance at December 31, 2017	$ —	$ 419,045	$ 117,173	$ —	$ 536,218
Stock-based compensation expense	—	6,598	—	—	6,598
Cash contributed by Parent	—	324,088	—	—	324,088
Other	—	6,548	—	—	6,548
Net income (loss)	—	—	(19,283)	—	(19,283)
Other comprehensive income (loss), net of taxes of $0.7 million	—	—	—	(2,021)	(2,021)
Balance at December 31, 2018	$ —	$ 756,279	$ 97,890	$ (2,021)	$ 852,148
Cumulative-effect adjustment upon application of accounting change	—	—	(801)	801	—
Stock-based compensation expense	—	7,644	—	—	7,644
Other	—	(5,399)	—	—	(5,399)
Net income (loss)	—	—	20,156	—	20,156
Other comprehensive income (loss), net of tax (benefit) expense of $8.6 million	—	—	—	(27,393)	(27,393)
Balance at December 31, 2019	$ —	$ 758,524	$ 117,245	$ (28,613)	$ 847,156

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,		
	2019	2018	2017
Cash flows from operating activities:			
Net income (loss)	$ 20,156	$ (19,283)	$ 95,036
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Depreciation and amortization	319,582	273,964	131,994
Amortization of deferred financing costs and debt discount	25,728	23,701	8,662
Stock-based compensation expense	7,644	6,598	3,891
Loss (gain) on disposal of property and equipment	5,630	4,831	14,926
Unrealized loss (gain) on marketable equity securities	(2,602)	—	—
Other, net	1,037	—	—
Deferred income taxes	22,854	26,887	(76,498)
Equity in earnings of unconsolidated affiliates	(478)	170	3,650
Changes in assets and liabilities, net of effects of acquisitions			
Accounts receivable, net	(129,826)	62,748	(64,447)
Accounts payable	3,898	10,884	(3,153)
Accrued wages, benefits and taxes	23,438	13,370	1,543
Accrued interest	(3,276)	8,201	(7,951)
Accrued liabilities	9,686	(33,080)	19,069
Other assets and liabilities, net	(3,242)	(10,811)	28,943
Net cash provided by (used in) operating activities	300,229	368,180	155,665
Cash flows from investing activities:			
Acquisition of businesses, net of cash and restricted cash acquired	(53,985)	(2,303,062)	(766,519)
Proceeds from asset disposals related to sales and insurance recoveries	28,374	21,020	5,262
Purchases of property and equipment	(165,923)	(115,786)	(32,481)
Net change in investments held as insurance collateral	1,109	351	—
Purchases of marketable securities	(156,513)	(71,717)	—
Sales and maturities of marketable securities	106,499	15,145	—
Other investing activities, net	(392)	(1,158)	5,323
Net cash provided by (used in) investing activities	(240,831)	(2,455,207)	(788,415)
Cash flows from financing activities:			
Payments on capital lease obligations	(55,879)	(51,950)	(45,727)
Principal payments on long-term debt	(56,364)	(45,161)	(26,481)
Payment of deferred financing costs	—	(59,738)	—
Proceeds from issuance of long-term debt	3,985	2,136,620	732,752
Cash contributed by Parent	—	324,088	—
Other financing activities, net	(263)	(3,500)	6,000
Net cash provided by (used in) financing activities	(108,521)	2,300,359	666,544
Effect of exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	(1,060)	—	—
Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	(50,183)	213,332	33,794
Cash and cash equivalents, beginning of period (including restricted cash and restricted cash equivalents of $34.4 million, zero and zero, respectively)	285,841	72,509	38,715
Cash and cash equivalents, end of period (including restricted cash and restricted cash equivalents of $12.7 million, $34.4 million and zero respectively)	$ 235,658	$ 285,841	$ 72,509
Supplemental disclosure of cash flow information			
Capital lease asset and obligation additions	$ 63,340	$ 43,505	$ 54,226
Equipment (primarily aircraft) additions financed with the issuance of debt	$ 81,236	$ 35,621	$ 27,103
Cash paid during the period for:			
Interest	$ 333,158	$ 273,351	$ 120,477
Income taxes, net of refunds received	$ 2,256	$ (12,802)	$ 40,810

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – BASIS OF PRESENTATION AND DESCRIPTION

Global Medical Response Inc. ("GMR"), formerly known as Air Medical Group Holdings, Inc., a Delaware corporation, is organized as a holding company that operates through its wholly-owned subsidiaries Air Medical Group Holdings LLC ("AMGH") and AMR Holdco, Inc. ("AMR"), collectively the "Company" to provide air, ground, specialty and residential fire services and managed medical transportation.

GMR is a direct wholly-owned subsidiary of GMR Intermediate Corp. ("Intermediate Corp.") and an indirect wholly-owned subsidiary of GMR Buyer Corp. ("Parent").

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") to reflect the consolidated financial position, results of operations and cash flows of the Company. The consolidated financial statements of the Company include all of its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are comprised principally of demand deposits at banks and other highly liquid short-term investments with maturities generally three months or less when purchased. Cash and cash equivalents are reflected in the financial statements at cost, which approximates fair value.

Restricted Cash

At December 31, 2019 and 2018, the Company held restricted cash and cash equivalents of $12.7 million and $34.4 million, respectively, classified within "Insurance collateral" in the accompanying consolidated balance sheets. The cash was restricted for the purpose of satisfying the obligations of the Company's wholly-owned captive insurance subsidiary.

At December 31, 2019 and 2018, the Company held restricted cash and cash equivalents of $1.1 million and $1.4 million, respectively, classified within "Other Assets" in the accompanying consolidated balance sheets. The cash was restricted for the purpose of satisfying the obligations of the Company's Rabbi Trust for the deferred compensation plan.

Spare Parts, Medical Supplies, and Fuel

Spare parts, medical supplies and fuel are comprised primarily of expendable aircraft parts, serialized parts, medical supplies and maintenance supplies related to flight equipment. Aircraft parts, serialized parts and maintenance supplies related to flight equipment are recorded at the lower of cost (average cost) or net realizable value. Spare parts and medical supplies are capitalized as inventory at cost, determined on a first-in, first out basis when purchased and charged to expense as used.

Deferred Financing Costs

Direct costs incurred to obtain debt are capitalized and amortized using the effective-interest method over the term of the underlying debt. These deferred financing costs are shown as part of the net amount for the applicable underlying debt.

Income Taxes

Deferred income taxes reflect the impact of temporary differences between the reported amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws and regulations. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. A valuation allowance is provided for deferred tax assets when management concludes it is more likely than not that some portion of the deferred tax assets will not be realized. The respective tax authorities, in the normal course, audit previous tax filings. The Company considers many factors and uses judgement in estimating and assessing the impact of uncertain tax positions. Final audit results may vary from the Company's estimates.

Reclassifications

Certain prior year amounts in the accompanying consolidated financial statements and these notes have been reclassified to conform to current period presentation.

Recently Issued Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Account Standards Board ("FASB") or other standards setting bodies that the Company adopts as of the specified effective date. Unless otherwise discussed, the impact of any other recently issued standards that are not yet effective are either not applicable to the Company at this time or will not have a material impact on the Company's consolidated financial statements upon adoption.

In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," which eliminated the transaction and industry-specific revenue recognition guidance under current GAAP and replaced it with a principle-based approach using the following steps: identify the contract(s) with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract and recognize revenue when (or as) the entity satisfies a performance obligation. In August 2015, the FASB issued ASU 2015-14 "Revenue from Contracts with Customers (Topic 606), Deferral of the Effective Date," which granted a one-year deferral of this ASU. In 2016 and 2017, the FASB issued the following ASUs to provide entities further clarity on the application of ASU 2014-09:

- ASU No. 2016-08 "Principal versus Agent Considerations (Reporting Revenue Gross versus Net)"
- ASU No. 2016-10 "Identifying Performance Obligations and Licensing"
- ASU No. 2016-12 "Narrow-Scope Improvements and Practical Expedients"
- ASU No. 2016-20 "Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers"
- ASU No. 2017-13 "Revenue Recognition (Topic 605), Revenue from Contracts with Customers (Topic 606), Leases (Topic 840), and Leases (Topic 842): Amendments to SEC Paragraphs Pursuant to the Staff Announcement at the July 20, 2017 EITF Meeting and Rescission of Prior SEC Staff Announcements and Observer Comments (SEC Update)"

The Company adopted the new standard effective January 1, 2019 using the modified retrospective method. No cumulative effect adjustment was recognized as a result of the adoption, other than changes to presentation discussed in Note 4. The adoption of the standard did not have a material impact on the Company's consolidated financial position, results of operations, or cash flows. However, as a result of certain changes by ASU No. 2014-09 and the subsequently related ASUs, the majority of the Company's provision for uncompensated care will be recognized as a direct reduction to revenues, instead of separately as a deduction to arrive at revenue. Penalties incurred related to certain contracts will be recognized as a direct reduction to revenues, instead of separately as other operating expenses.

In January 2016, the FASB issued ASU No. 2016-01, "Financial Instruments - Overall," as amended by ASU No. 2018-03, "Technical Corrections and Improvements to Financial Instruments (Subtopic 825-10) – Recognition and Measurement of Financial Assets and Financial Liabilities" in February 2018, which among other changes in accounting and disclosure requirements, replaces the cost method of accounting for non-marketable equity securities with a model for recognizing impairments and observable price changes, and also eliminates the available-for-sale classification for marketable equity securities. Under the new guidance, other than when the consolidation or equity method of accounting is utilized, changes in the fair value of equity securities are to be recognized in earnings. The Company has adopted the provisions of ASU No. 2016-01 and ASU No. 2018-03 effective for the 2019 annual reporting period. Upon adoption, the Company has recognized a cumulative effect adjustment of approximately $0.8 million to retained earnings and accumulated other comprehensive income related to the unrealized loss on corporate equity securities and has recognized the change in fair value on these equity securities as a component of other income (expense), net in the consolidated statements of operations.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)", and has modified the standard thereafter, which amends the existing accounting standards for lease accounting, including requiring lessees recognize right of use assets and lease liabilities for the vast majority of leases. For income statement purposes, the FASB retained a dual model, requiring leases to be classified as either operating or finance. Classification is based on criteria that are largely similar to those applied in current lease accounting, but without explicit bright lines. The accounting guidance for lessors remains largely unchanged.

The Company adopted the new standard effective January 1, 2020 using the modified retrospective approach. Under the modified retrospective approach, the Company will recognize in beginning retained earnings as of January 1, 2019 an adjustment for the cumulative effect of adoption. The Company will also recognize right of use assets and lease liabilities for periods ending after January 1, 2019 for the majority of our operating leases, which will be the primary impact of the standard on our results. Our operating leases consist principally of real estate and other equipment.

As permitted under the standard, we do not intend to recognize right of use assets or lease liabilities for leases with a term of 12 months or less. In transition, we plan to apply practical expedients that permit us not to reassess (i) whether expired or existing contracts contain a lease under the new standard, (ii) the lease classification for expired or existing leases, or (iii) whether previously capitalized initial direct costs would qualify for capitalization under the new standard. In addition, we do not intent to use hindsight during the transition. Based on the Company's evaluation of the new stand, the Company does not expect a material impact on our results of operations, cash flows or policies as a result of adopting the new standard.

Effective January 1, 2019, the Company retrospectively adopted a change in accounting principle related to the adoption of ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash (A Consensus of the FASB Emerging Issues Task Force)". This revised standard is an effort by the FASB to reduce diversification in practice by providing specific guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. The updated guidance requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash and restricted cash equivalents. As such, amounts generally described as restricted cash and restricted cash equivalents should be included in the "beginning-of-period" and "end-of-period" total amounts shown on the statement of cash flows. Accordingly, the Company used the retrospective transition method by restating its consolidated statement of cash flows to include restricted cash of $34.4 million in the ending cash, cash equivalents, and restricted cash balances for the year ended December 31, 2018. The Company had zero restricted cash balances as of January 1, 2018. The cash was restricted for the purpose of satisfying the obligations of the Company's wholly-owned captive insurance subsidiary.

In January 2017, the FASB issued ASU No. 2017-01, "Business Combinations (Topic 805) - Clarifying the Definition of a Business" which changes the definition of a business to assist entities with evaluating when a set of transferred assets and activities is a business. The guidance requires an entity to evaluate if substantially all of the fair value of gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. The guidance is effective for annual periods beginning after December 15, 2018. The Company adopted ASU No. 2017-01 as of January 1, 2019.

This standard did not have an impact on the Company's consolidated financial statements, results of operations, or cash flows upon adoption.

NOTE 3 – PURCHASE TRANSACTIONS

The Company accounts for its business combinations under the fundamental requirements of the acquisition method of accounting and under the premise that an acquirer be identified for each business combination. The acquirer is the entity that obtains control of one or more businesses in the business combination and the acquisition date is the date the acquirer achieves control. The assets acquired, liabilities assumed and any noncontrolling interests in the acquired business at the acquisition date are recognized at their fair values as of that date, and the direct costs incurred in connection with the business combination are recorded and expensed separately from the business combination. Acquisitions in which the Company is able to exert significant influence but does not have control are accounted for using the equity method.

Acquired assets and assumed liabilities include, but are not limited to, accounts receivable, fixed assets, intangible assets, deferred income taxes and insurance liabilities. The valuations are based on appraisal reports, discounted cash flow analyses, actuarial analyses or other appropriate valuation techniques to determine the fair value of the assets acquired or liabilities assumed.

2018 Acquisitions

American Medical Response

On March 14, 2018, GMR completed the acquisition of all of the outstanding equity interests of AMR for a total purchase price of $2.45 billion, subject to working capital adjustments of ($60.3) million, paid in cash and rollover equity awards valued at $10.0 million. Pursuant to the AMR purchase agreement, the two parties agreed to a Section 338(h)(10) election of the Internal Revenue Code allowing GMR to achieve certain tax benefits in exchange for additional purchase consideration reflected in the total purchase price above. The Company finalized the purchase price allocation of AMR during the first quarter of 2019.

Subsequently, on October 15, 2019, GMR agreed to the assumption of certain potential tax exposures related to the AMR acquisition in exchange for a $25.0 million cash payment from the seller received in full by the end of January 2020.

AMR provides medical transportation services in 40 states and the District of Columbia, with more than 30,000 employees. GMR acquired AMR to achieve certain operational and strategic benefits. The goodwill recognized in connection with the acquisition is primarily attributable to synergies that are expected to be achieved through the integration of AMR under GMR. The total amount of goodwill that is expected to be deductible for tax purposes is $630.0 million.

The final allocation of the AMR acquisition purchase price is in the table below (in thousands):

	Value Assigned
Cash and cash equivalents	$ 1,580
Insurance collateral	106,084
Accounts receivable	394,294
Spare parts, medical supplies, and fuel	37,019
Prepaid and other current assets	64,800
Property and equipment	385,050
Intangible assets	1,039,000
Goodwill	783,831
Other assets	38,422
Accounts payable	(24,319)
Accrued wages, benefits and taxes	(97,841)
Other accrued liabilities	(152,044)
Current portion of capital lease obligations	(65)
Capital lease obligations	(1,349)
Deferred income taxes	(34,237)
Insurance reserves	(117,946)
Other long-term liabilities	(33,848)
	$ 2,388,431

Included in other accrued liabilities and other long-term liabilities is an earn-out provision related to a previous AMR acquisition of approximately $9.2 million, which was paid in full during 2019. As part of the finalization of the purchase price allocation during the first quarter, the Company made purchase price allocation adjustments that increased goodwill by $8.9 million, primarily as a result of adjustments in accounts payable.

The Company's consolidated statements of operations for the twelve months ended December 31, 2019 and 2018, include net revenue of $2,748.5 million and $2,111.2 million, respectively, and net loss of $32.9 million and $42.1 million, respectively, for AMR.

Pro Forma Information

The unaudited consolidated pro forma results for the twelve months ended December 31, 2018, assuming the acquisition of AMR had occurred on January 1, 2018 are as follows (in thousands):

	Year Ended December 31, 2018
Net revenue	$ 3,998,281
Net income (loss)	$ (12,567)

The unaudited pro forma results for the twelve months ended December 31, 2018 were adjusted to exclude transaction costs of $21.3 million and reflect changes in depreciation and amortization expenses resulting from estimated fair value adjustments to tangible and intangible assets. These pro forma amounts are based on certain assumptions the Company believes are reasonable and are not necessarily indicative of the operating results that would have occurred if these transactions had occurred on such date. Certain other adjustments, including those related to conforming accounting policies have not been reflected in the supplemental pro forma operating results due to the impracticability of estimating such impacts.

Other Acquisitions

During the years ended December 31, 2019 and 2018, the Company, through its various wholly-owned subsidiaries, paid $56.1 million and $42.2 million, respectively, in cash, in total aggregate purchase consideration for other acquisitions. The Company acquired each of these companies in order to achieve certain operational and strategic benefits.

The other acquisitions completed during the years ended December 31, 2019 and 2018 consist of the following:

Acquired Operation	Location	Date Acquired	Transportation Specialty
Yellow Enterprise Systems, LLC (dba Yellow Ambulance Service)	Kentucky	December 2019	Ground medical
CrowdRX, Inc.	New York	December 2019	Ground medical
City Ambulance of Eureka, Inc.	California	August 2019	Ground medical
Seven Bar Aviation, LLC	Texas	May 2019	Air medical
Sunrise Air Ambulance, LLC	Arizona	April 2019	Air medical
Trans-Star Ambulance	Kentucky	April 2019	Ground medical
Cooperstown Medical Transport, Inc.	New York	March 2019	Ground medical
Life Line Emergency Medical Response Service Corporation	Illinois	February 2019	Ground medical
MedCare Emergency Health, Inc.	Massachusetts	December 2018	Ground medical
Topeka Air Ambulance, Inc. (dba Life Star of Kansas)	Kansas	October 2018	Air medical
Physicians Transport Service LLC	Virginia	June 2018	Ground medical
Southern Colorado Rural Emergency Medical Service, Inc.	Colorado	June 2018	Ground medical

The Sunrise Air Ambulance, LLC acquisition is subject to an earn-out provision estimated at $0.5 million that the Company expects to pay over a two year period.

The acquisition date fair value of the total consideration transferred and acquisition date fair value of each major class of assets and liabilities for the other acquisitions completed during the years ended December 31, 2019 and 2018, including post acquisition date adjustments recorded to purchase price allocations are as follows (in thousands):

	2019	2018
Cash and cash equivalents	$ 729	$ —
Accounts receivable, net	1,755	—
Spare parts, medical supplies and fuel	377	281
Prepaid expenses	279	—
Other current assets	1,369	2,918
Property and equipment	9,252	1,991
Leased property under capital leases, net	8,593	—
Intangible assets	17,812	25,314
Goodwill	33,224	12,092
Other Assets	300	—
Accounts payable	(899)	—
Accrued wages, benefits and taxes	(1,566)	(359)
Other accrued liabilities	(1,314)	—
Current portion of capital lease obligations	(1,547)	—
Capital lease obligations	(8,817)	—
Long-term debt	(3,048)	—
Deferred income taxes	(382)	—
	$ 56,117	$ 42,237

In connection with the finalization of the purchase price allocations for certain acquisitions the Company made purchase price allocation adjustments that decreased goodwill by $11.5 million primarily due to an increase in the customer relationship intangible asset balances. The total amount of goodwill that is expected to be deductible for tax purposes for acquisitions completed during the years ended December 31, 2019 and 2018 is $23.6 million and $12.2 million, respectively.

The accounting for other acquisitions completed during the year ended December 31, 2019 is currently preliminary. The Company continues to obtain information relative to the fair values of the assets acquired and liabilities assumed in the transactions, which could result in material changes to the amounts allocated above. The Company expects to finalize the

purchase price allocations for these other acquisitions as soon as practicable. The purchase price allocation for other acquisitions completed during the year ended December 31, 2018 is considered final.

NOTE 4 – REVENUE RECOGNITION

On January 1, 2019, the Company adopted ASU No. 2014-09. The amounts of earnings from operations and net earnings were unchanged upon adoption of the new standard; however, adoption of the new standard resulted in changes to the presentation of revenues and the provision for uncompensated care in the consolidated statements of operations. Previously, the estimate for unrealizable amounts was recorded to the provision for uncompensated care and presented as a separate deduction to arrive at net revenue. Upon adoption, the estimate for unrealizable amounts is now reflected as implicit price concessions that are a direct reduction to net revenue. Additionally, penalties incurred related to certain contracts are recognized as a direct reduction to revenues, instead of separately as other operating expenses.

The majority of our revenue is generated from fee for service patient revenue, which is derived principally through contracts originating from air and ground medical transport services provided to patients of healthcare facilities and communities served. Each transport constitutes a single performance obligation and, in most instances occur at readily determinable transaction prices. As a practical expedient, the Company adopted a portfolio approach to sources of patient revenue, applied by payor type. At this level, each portfolio shares the characteristics conducive to ensuring that the results do not materially differ from the new standard if it were to be applied to each individual patient contract related to each transport. Accordingly, there was not a change in the Company's method to recognize revenue. Subsequent changes in the customer's ability to pay, are recorded as bad debt within other operating expenses.

Other revenue primarily represents income earned from our air membership program, fire protection service contracts, standby, special event, community subsidies and income earned from our contract with the Federal Emergency Management Agency for disaster relief efforts. The transaction price for these arrangements may be fixed or variable, with determination periods generally ranging from one month to 16 months. In these instances, the Company will estimate variable consideration at contract commencement and recognize revenue monthly on a straight-line basis, which correlates with the performance obligation to stand ready.

Estimating revenue is a complex process, largely due to the volume of transactions, the number and complexity of contracts with payors, the limited availability, at times, of certain patient and payor information at the time services are provided, and the length of time it takes for collections to fully mature. Patients are billed for services provided, and the Company receives payments for these services from patients or their third-party payors. Payments for services provided are generally less than billed charges. The Company recognizes fee for service revenue, net of contractual adjustments and discounts for uninsured patients, at the time transport services are provided. In the period services are provided, the Company estimates gross charges based on: billed services plus an estimate for unbilled services based on pending case data collected, estimates of contractual allowances based on contracted rates and historical or actual cash collections (net of recoveries), when available, and estimates of the discount for uninsured patients based on historical cash collections (net of recoveries) from uninsured patients. For third-party payors, the specific benefits provided for under each patients' healthcare plan, mandated payment rates under the Medicare and Medicaid programs, as applicable, and historical cash collections are utilized. These expected collections are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patient's healthcare plans, mandated payment rates in the case of Medicare and Medicaid programs, and historical cash collections (net of recoveries) in combination with expected collections from third party payors. In addition, the Company records net revenue from uninsured patients at an estimated realizable value based on historical cash collections (net of recoveries). The price concession includes an estimate of uncollectible balances due from uninsured patients, uncollectible co-pay and deductible balances due from insured patients and special charges, if any, for uncollectible balances due from managed care, commercial and governmental payors.

The relationship between gross charges and the transaction price recognized is significantly influenced by payor mix, as collections on gross charges may vary significantly depending on whether and with whom the patients the Company provides services to in the period are insured and the Company's contractual relationships with those payors. Payor mix is subject to change as additional patient and payor information is obtained after the period services are provided. The Company periodically assesses the estimates of unbilled revenue, contractual adjustments and discounts for uninsured

patients and payor mix for a period of at least one year following the date of service by analyzing actual results, including cash collections, against estimates. Changes in these estimates are charged or credited to the consolidated statement of operations in the period that the assessment is made. Significant changes in payor mix, contractual arrangements with payors, specialty mix, acuity, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on estimates and significantly affect the results of operations and cash flows. Concentration of credit risk with respect to other payors is limited due to the large number of such payors.

In certain circumstances, federal law requires providers to render emergency medical services to any patient who requires care regardless of their ability to pay. Services to these patients are not considered to be charity care and provisions for uncompensated care for these services are estimated accordingly. Although the Company provides a level of charity care, it is not significant to the Company's net revenues.

The Company's billing and accounting systems provide historical trends of cash collections and contractual write-offs, accounts receivable agings and established fee adjustments from third-party payors. These estimates are recorded and monitored monthly as revenues are recognized. The principal exposure for uncollectible fee for service visits is from self-pay patients and, to a lesser extent, for co-payments and deductibles from patients with insurance.

Net revenue (after provision for uncompensated care in 2018 and 2017) for the years ended December 31, 2019, 2018 and 2017 consisted of the following (in thousands):

	Year Ended December 31,		
	2019	2018	2017
Medicare and Medicaid	$ 1,574,334	$ 1,231,704	$ 325,743
Commercial insurance and managed care (excluding Medicare and Medicaid managed care)	1,860,030	1,531,093	772,051
Self-pay	137,748	89,681	24,244
Net fee for service revenue	3,572,112	2,852,478	1,122,038
Other Revenue	610,996	602,002	128,185
Net revenue	$ 4,183,108	$ 3,454,480	$ 1,250,223

NOTE 5 – ACCOUNTS RECEIVABLE

The Company manages accounts receivable by regularly reviewing its accounts and contracts and by providing appropriate adjustments to the estimate of the transaction price. Some of the factors considered by management in determining the adjustments are the historical trends of cash collections, contractual and uninsured write-offs, accounts receivable agings, established fee schedules, contracts with payors, changes in payor mix and procedure statistics. Actual collections of accounts receivable in subsequent periods may require changes in the estimated transaction price.

The Company tests its analysis by comparing cash collections to net fee for service revenues and monitoring self-pay utilization. In addition, when actual collection percentages differ from expected results, on a contract by contract basis, supplemental detailed reviews of the outstanding accounts receivable balances may be performed by the Company's billing operations to determine whether there are facts and circumstances existing that may cause a different conclusion as to the estimate of the collectability of that contract's accounts receivable from the estimate resulting from using the historical collection experience. Changes in these estimates, if any, are charged or credited to the consolidated statements of operations in the period of change. Material changes in estimates may result from unforeseen write-offs of patient or third-party accounts receivable, unsuccessful disputes with managed care payors, adverse macro-economic conditions which limit patients' ability to meet their financial obligations, or broad changes to government regulations that adversely impact reimbursement rates for services provided by the Company. Significant changes in payor mix, changes in contractual arrangements with payors, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on the Company's estimates and significantly affect its results of operations and cash flows. Consideration of credit risk is limited by the diversity and number of facilities, patients, payors and by the geographic dispersion of the Company's operations.

A rollforward of the provision for uncompensated care is as follows (in thousands):

	Balance at Beginning of Period	Charged to Cost and Expenses	Charge-off Against Allowances	Balance at End of Period
Year ended December 31, 2018	715,598	1,861,212	(1,346,546)	1,230,264
Year ended December 31, 2017	570,280	940,091	(794,773)	715,598

Estimated implicit price concessions of $1,370.9 million were recorded as reductions to accounts receivable at December 31, 2019 on the consolidated balance sheet. The increase in the allowance for doubtful accounts from December 31, 2018 to December 31, 2019 is primarily a result of the operations of AMR subsequent to the acquisition that took place in the first quarter of 2018.

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment are recorded at cost except for property and equipment acquired through business acquisitions, which is initially recorded at fair value. Property and equipment primarily consists of aircraft, vehicles, medical and other equipment, aircraft parts and components, and other property, which are stated at cost, net of accumulated depreciation. Expenditures for major renewals, modifications, and improvements to extend the useful life of the asset are capitalized. All maintenance and repairs that do not extend the useful life of the asset, including scheduled aircraft component overhauls and replacements, are expensed as incurred. Gains and losses from dispositions of property, plant and equipment are recorded in the period incurred. Depreciation for property and equipment is provided substantially on a straight-line basis over their estimated useful lives, which are as follows:

	Useful Lives (in Years)
Buildings, including hangars	39-40
Leasehold improvements	Shorter of expected life or life of lease
Aircraft	15-25
Vehicles	5-10
Medical and other equipment	5-15
Computer hardware and software	3-5
Other	3-15

Property and equipment consisted of the following (in thousands):

	December 31, 2019	December 31, 2018
Land	$ 3,226	$ 3,271
Buildings and leasehold improvements	125,211	120,437
Aircraft	611,809	537,095
Vehicles	260,599	217,622
Medical and other equipment	181,488	151,355
Computer hardware and software	125,738	99,382
Other	94,071	88,357
Property and equipment	1,402,142	1,217,519
Less accumulated depreciation	(408,948)	(243,473)
Property and equipment, net	$ 993,194	$ 974,046

Depreciation expense related to property and equipment was $185.9 million, $154.8 million, and $49.4 million for the years ended December 31, 2019, 2018 and 2017, respectively.

Assets held for sale, presented within the "Other current assets" caption on the consolidated balance sheets, was $1.9 million and $6.8 million as of December 31, 2019 and 2018, respectively. In 2017, the Company decommissioned its unmodified Bell 206L-1 and 206L-3 model aircraft and partially retired its fleet of Augusta A109E and A119 model

aircraft. The impairment loss associated with these particular decommissioned aircraft was $10.1 million for the year ended December 31, 2017, and is included in the "Other operating expenses" caption of the consolidated statement of operations. The Company has not decommissioned or retired additional aircraft in this manner during the years ended December 31, 2019 or 2018.

NOTE 7 – LEASED PROPERTY UNDER CAPITAL LEASES

Leased property under capital leases is stated at the present value of minimum lease payments at the inception of the related lease and are amortized over the life of the lease term.

Leased property under capital leases consisted of the following (in thousands):

	December 31, 2019	December 31, 2018
Aircraft and other property under capital leases	$ 423,846	$ 387,450
Less accumulated depreciation	(187,506)	(162,618)
Leased property under capital leases, net	$ 236,340	$ 224,832

Depreciation expense associated with leased property under capital leases was $59.1 million, $54.3 million, and $50.7 million for the years ended December 31, 2019, 2018 and 2017, respectively.

NOTE 8 – GOODWILL AND INTANGIBLE ASSETS

The Company's intangible assets include goodwill and other intangibles, which include the fair value of membership lists, customer relationships and certain trade names. The Company's indefinite-lived intangibles include goodwill, trade names and licenses. Goodwill represents the excess of purchase price over the fair value of net assets acquired. The Company evaluates indefinite-lived intangible assets, including goodwill, for impairment at least on an annual basis and more frequently if certain indicators are encountered. When testing for goodwill impairment, the Company considers multiple factors that could influence the fair value of the reporting unit or indefinite-lived intangible, including, but not limited to: the results of prior qualitative assessments performed; changes in the carrying amount of the reporting unit or indefinite-lived intangible; actual and projected revenue and operating margin; relevant market data for both the Company and its peer companies; industry outlooks; macroeconomic conditions; liquidity; changes in key personnel; and the Company's competitive position. The Company uses significant judgment to evaluate the totality of these events and factors to make the determination of whether it is more likely than not that the fair value of the reporting unit or indefinite-lived intangible is less than its carrying value. Indefinite-lived intangibles are to be tested at the reporting unit level, defined as an operating segment or one level below an operating segment (referred to as a component), with the fair value of the reporting unit being compared to its carrying amount. If the fair value of a reporting unit exceeds its carrying amount, the indefinite-lived intangibles associated with the reporting unit are not considered to be impaired.

The Company completed its annual impairment test as of October 1, 2019, using a qualitative assessment and determined that its indefinite-lived intangibles were not impaired. The Company's finite-lived intangibles include its membership lists, customer relationships, and certain trade names. The Company tests its finite-lived intangibles for impairment whenever events or circumstances indicate that the carrying amount may not be recoverable. The Company's policy is to recognize an impairment charge when the carrying amount is not recoverable and such amount exceeds fair value. During the years ended December 31, 2019, 2018 and 2017, there were no events or circumstances that indicated a potential impairment in the Company's finite-lived intangibles.

Goodwill consisted of the following as of December 31, 2019 and 2018 (in thousands):

Balance at December 31, 2017	$	1,393,092
Goodwill acquired		798,679
Post acquisition adjustments[1]		(58,149)
Balance at December 31, 2018	$	2,133,622
Goodwill acquired		33,224
Post acquisition adjustments[1]		(2,716)
Balance at December 31, 2019	$	2,164,130

(1) Post-acquisition adjustments are related to the finalization of the purchase price allocations for prior year acquisitions, as discussed in Note 3.

Intangible assets consist primarily of customer relationships and trade names. The table below illustrates the useful lives of each class of intangible assets and the remaining weighted average amortization period.

Amortizable Intangibles Assets	Estimated Useful Life	Weighted Average Amortization Period
Membership lists	15 years	10.3
Customer relationships	10-20 years	15.9
Trade names	5-10 years	4.9
Non-compete and other	5 years	3.5

Intangible assets consisted of the following at December 31, 2019 and 2018 (in thousands):

	December 31, 2019			December 31, 2018		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Amortizable intangible assets						
Membership lists	$ 92,000	$ (28,674)	$ 63,326	$ 92,000	$ (22,540)	$ 69,460
Customer relationships	1,104,591	(171,096)	933,495	1,078,433	(106,749)	971,684
Trade names	19,598	(8,383)	11,215	16,812	(5,559)	11,253
Non-compete and other	6,771	(2,539)	4,232	5,977	(1,244)	4,733
Total amortizing intangible assets	1,222,960	(210,692)	1,012,268	1,193,222	(136,092)	1,057,130
Non-amortizable intangible assets						
Trade names	583,820	—	583,820	583,820	—	583,820
Certificates of need	18,400	—	18,400	17,000	—	17,000
Total non-amortizing intangible assets	602,220	—	602,220	600,820	—	600,820
Total intangibles, net	$ 1,825,180	$ (210,692)	$ 1,614,488	$ 1,794,042	$ (136,092)	$ 1,657,950

Aggregate amortization of intangible assets was $74.6 million, $64.9 million, and $31.9 million for the years ended December 31, 2019, 2018 and 2017, respectively. Estimated annual amortization for the next five years and thereafter subsequent to December 31, 2019 is expected to be (in thousands):

Period Ending December 31,	Amortization
2020	$ 75,351
2021	74,711
2022	73,028
2023	72,402
2024	72,167
Thereafter	644,609
	$ 1,012,268

NOTE 9 – OTHER ACCRUED LIABILITIES

Other accrued liabilities were as follows as of December 31, 2019 and December 31, 2018 (in thousands):

	December 31, 2019	December 31, 2018
Deferred membership revenue	$ 66,251	$ 60,068
Insurance reserves	60,391	51,080
Accrued legal fees and settlements	13,637	21,532
Derivative liability	8,551	—
Other	114,127	100,845
Total other accrued liabilities	$ 262,957	$ 233,525

NOTE 10 – LONG-TERM DEBT

Long-term debt consisted of the following as of December 31, 2019 and 2018 (in thousands):

	December 31, 2019	December 31, 2018
Senior secured term loans due 2022 (5.04% and 5.68% as of December 31, 2019 and 2018, respectively)	$ 1,879,759	$ 1,898,940
Senior secured term loan due 2025 (6.05% and 6.75% as of December 31, 2019 and 2018, respectively)	1,425,900	1,440,450
Senior unsecured notes due 2023 (6.38% as of December 31, 2019 and 2018)	370,000	370,000
Unsecured term loan due 2026 (9.67% and 10.38% as of December 31, 2019 and 2018, respectively)	730,000	730,000
Other long-term debt, including promissory notes related to aircraft purchases	142,894	88,745
Total	$ 4,548,553	$ 4,528,135
Less current portion	(63,129)	(54,942)
Less unamortized deferred financing costs and debt discount	(105,087)	(129,838)
Long-term debt	$ 4,380,337	$ 4,343,355

Senior Unsecured Notes

On April 28, 2015, the Company issued $370.0 million aggregate principal amount 6.375% senior unsecured notes due May 15, 2023 (the "Acquisition Notes"). The Acquisition Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of the Company's existing and future wholly owned domestic restricted subsidiaries to the extent such subsidiary guarantees the Term Loans and the ABL Facility (each as defined below) or certain capital markets debt. The Company's net proceeds, after debt issuance costs, from the offering of the Acquisition

Notes were approximately $361.6 million. Interest on the Acquisition Notes is payable May 15 and November 15 of each year, commencing November 15, 2015.

On and after May 15, 2019, the Company may redeem the Acquisition Notes, in whole or in part, at the redemption price of 100.000%, plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the twelve month period beginning on or after May 15, 2020.

The Acquisition Notes and the guarantees are the Company's and the guarantors' senior unsecured obligations. The Acquisition Notes are effectively subordinated to indebtedness under the Term Loan and the ABL Facility, and will be effectively subordinated to all future secured indebtedness of the Company and the guarantors, in each case, to the extent of the value of the assets securing such indebtedness.

Senior Secured Term Loans

On April 28, 2015, the Company entered into a credit agreement with Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent (the "Term Loan Credit Agreement"), providing for a $1,010.0 million senior secured term loan due April 28, 2022 (the "Term Loan"). The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $973.4 million. The Term Loan is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 350 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 250 basis points. The applicable margins will be decreased by 25 basis points upon achievement of a certain consolidated first lien secured debt to consolidated EBITDA ratio. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $2.5 million are required as part of the Term Loan. The Company has the right to prepay the Term Loan without premium or penalty. The obligations of the Company under the agreement governing the Term Loan are unconditionally guaranteed by Intermediate Corp., which is the Company's direct parent, and each subsidiary of the Company. The Term Loan is secured by (i) a first-priority security interest in all of the equity interests of the Company, its subsidiaries and substantially all personal property (other than the ABL Priority Collateral, as defined below) of Intermediate Corp. and its subsidiaries (the "Priority Term Collateral") and (ii) a second-priority security interest in substantially all personal property of Intermediate Corp. and its subsidiaries consisting of receivables, inventory, goods and equipment, consisting of spare parts not attached to or installed on helicopters or other aircraft engines, cash, deposit accounts, securities and commodity accounts, and documents and supporting obligations, but generally excluding intellectual property and general intangibles (the "ABL Priority Collateral").

On August 12, 2016, the Company entered into a joinder agreement (the "First Joinder Agreement") to the Term Loan Credit Agreement, providing for a $190 million senior secured term loan due April 28, 2022. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $184.7 million. The First Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 400 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 300 basis points. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $0.5 million are required as part of the First Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. The Company's net proceeds, together with cash on hand, were used to make a dividend payment to Parent, who in turn repurchased a portion of outstanding equity shares from its stockholders for $204.7 million and paid $10.5 million to vested holders of Parent common stock options.

On July 19, 2017, the Company entered into a joinder agreement (the "Second Joinder Agreement") to the Term Loan Credit Agreement, providing for a $750 million senior secured term loan due April 28, 2022. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $732.8 million. The Second Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 400 basis points or (ii) the greater of a base rate or 2.00% plus a margin of 300 basis points. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable

interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $1.9 million are required as part of the Second Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. The Company's net proceeds together with cash on hand were used to acquire AMRG.

On March 5, 2018, the Company entered into the Repricing Amendment No. 1 (the "Repricing Amendment"), by and among the Company, Intermediate Corp. and the other guarantors party thereto and Morgan Stanley Senior Funding, Inc., as the lender and as the administrative agent and the collateral agent, to the Term Loan Credit Agreement. The Repricing Amendment, among other things, (i) establishes new first lien term loans in an aggregate principal amount of approximately $1.9 billion, with the maturity date in 2022, to refinance the existing Term Loan and (ii) reprices the rates applicable to such term loans by amending the definition of the Applicable Margin. Pursuant to the Repricing Amendment, the new Applicable Margin is (i) 3.25% for the new first lien term loans that are LIBOR Loans and (ii) 2.25% for the new first lien term loans that are Alternative Base Rate Loans.

On March 14, 2018, the Company entered into a joinder agreement (the "Third Joinder Agreement") to the Term Loan Credit Agreement, providing for a $1,455.0 million senior secured term loan due March 14, 2025. The Company's net proceeds, after debt issuance costs and discount, from this borrowing were $1,387.0 million. The Third Joinder Agreement is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 4.25% or (ii) the greater of a base rate or 2.0% plus a margin of 3.25%. Interest payments are due (i) for loans bearing interest determined by reference to LIBOR, on the last day of the applicable interest period and, in the case of an interest period in excess of three months, on each date occurring at three-month intervals after the first day of such interest period and (ii) for loans bearing interest based on the base rate, quarterly. Additionally, quarterly principal payments of $3.6 million are required as part of the Third Joinder Agreement. All other terms remained consistent with the Term Loan Credit Agreement. Net proceeds were used to acquire AMR.

Asset-Based Revolving Credit Facility

On April 28, 2015, the Company entered into a $175.0 million asset-based revolving credit facility (the "ABL Facility"), with a syndicate of banks, with Bank of America, N.A. acting as the administrative agent and collateral agent.

On March 14, 2018, the Company's existing ABL Facility credit agreement was amended pursuant to an incremental amendment, by and among the Company, the guarantors party thereto, the lenders and the letter of credit issuer listed therein and Bank of America, N.A., to provide for an additional commitment of $100.0 million under the ABL Facility credit agreement.

On October 30, 2018, the ABL Facility was amended pursuant to an incremental amendment, by, among others, the Company, the lenders and Bank of America, N.A., to provide for an additional commitment of $225.0 million for a maximum available under the ABL Facility of $500.0 million.

The amended ABL Facility matures October 30, 2023, and is subject to customary borrowing base limitations and will be reduced by loans and letter of credit utilization. The borrowing base available to the Company under the terms of the ABL Facility is a function of eligible receivables of the Company. Borrowings under the ABL Facility will bear interest at a rate per annum equal to, at the Company's option, either (a) LIBOR plus a margin ranging from 125 to 175 basis points or (b) a base rate plus a margin ranging from 25 to 75 basis points. The applicable margins will be determined based on our average excess liquidity during the immediately preceding fiscal quarter as a percentage of the maximum borrowing amount under the ABL Facility. The Company is also required to pay a commitment fee of 0.375% per annum in respect of any unutilized commitments, which fee will be reduced to 0.25% if the average daily used portion of the ABL Facility exceeds 50%. The credit agreement governing the ABL Facility requires that if excess liquidity is less than the greater of (i) $35.0 million and (ii) 10.0% of the lesser of (x) the aggregate commitments and (y) the applicable borrowing base, we must maintain a minimum fixed-charge coverage ratio of 1.0:1.0 until such thresholds are exceeded for 20 consecutive days. The obligations of the Company under the ABL Facility are unconditionally guaranteed by Intermediate Corp. and each of the Company's subsidiaries. The ABL Facility is secured by a first-priority security

interest in the ABL Priority Collateral described above and a second-priority interest in the Priority Term Collateral described above.

As of December 31, 2019, letters of credit outstanding, which impact the available credit under the ABL Facility, were $108.9 million and the maximum amount available under the ABL Facility was $391.1 million. These letters of credit primarily secure the obligations of AMR's operations. As of December 31, 2019 and 2018, we had not drawn on the ABL Facility.

Unsecured Term Loan

On March 14, 2018, the Company also entered into a credit agreement with Morgan Stanley Senior Funding, Inc. as administrative agent, providing for a $730.0 million unsecured term loan due March 14, 2026 (the "Unsecured Term Loan"). The Unsecured Term Loan is subject to interest rates per annum equal to, at the Company's option, (i) the greater of LIBOR or 1.00% plus a margin of 7.88% or (ii) the greater of a base rate or 2.00% plus a margin of 6.88%. Similarly to the Term Loan, the Unsecured Term Loan requires the Company to prepay outstanding term loans, subject to certain exceptions and subject first to prepayment of the Term Loan, with: (i) 50% of our annual excess cash flow (which percentage will be reduced to 25% and 0% of our annual excess cash flow based upon the achievement of specified first lien net leverage ratios); (ii)100% (which percentage will be reduced to 50% upon the achievement of a specified first lien net leverage ratio) of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property in excess of a certain amount, subject to reinvestment rights and other exceptions; and (iii)100% of the net cash proceeds of any incurrence of debt, other than proceeds from debt permitted under the Unsecured Term Loan, except in respect of certain refinancing debt. Notwithstanding the foregoing, the Company is not required to prepay loans under the Unsecured Term Loan with net cash proceeds of asset sales or with excess cash flow in each case attributable to foreign subsidiaries to the extent that the repatriation of such amounts is prohibited or delayed by applicable local law or would result in material adverse tax consequences. If any of the Unsecured Term Loan is (i) voluntarily prepaid, (ii) mandatorily prepaid (subject to certain exceptions) then the Company has to pay the administrative agent, for the benefit of the lenders under the Unsecured Term Loan a premium equal to (x) 105% of the aggregate principal amount of loans prepaid if such prepayment occurs on or prior to March 14, 2019, (y) 103% of the aggregate principal amount of loans prepaid if such prepayment occurs between March 14, 2019 and March 14, 2020 and (z) 101% of the aggregate principal amount of loans prepaid if such prepayment occurs between March 14, 2020 and March 14, 2021.

The obligations of the Company under the agreement governing the Unsecured Term Loan are unconditionally guaranteed by Intermediate Corp., and each subsidiary of the Company. The Unsecured Term Loans and the guarantees are the Company's and the guarantors' unsecured obligations. The Unsecured Term Loans are effectively subordinated to indebtedness under the Term Loan and the ABL Facility and will be effectively subordinated to all future secured indebtedness of the Company and the guarantors, in each case, to the extent of the value of the assets securing such indebtedness.

Under the respective agreements governing the ABL Facility, senior secured term loans and the unsecured term loan, the Company is subject to certain customary covenants, including but not limited to limitations on investments, acquisitions, restricted payments, liens, and additional indebtedness and, in the case of the ABL Facility, the minimum fixed-charge coverage ratio as described above. Under the indenture governing the Acquisition Notes and the senior secured term loans, the Company is subject to certain incurrence based restrictive covenants, including those related to investments, indebtedness, and restricted payments.

Scheduled maturities of long-term debt are as follows (in thousands):

Period Ending December 31,	Amount
2020	$ 63,129
2021	68,575
2022	1,879,420
2023	398,456
2024	52,776
Thereafter	2,086,197
	$ 4,548,553

NOTE 11 – INCOME TAXES

The components of the Company's income tax expense were as follows (in thousands):

	For the Year Ended December 31,		
	2019	2018	2017
Current			
Federal	$ (2,978)	$ (38,337)	$ 44,817
State	(1,970)	(2,955)	9,799
Total current	(4,948)	(41,292)	54,616
Deferred			
Federal	$ 18,827	19,329	(75,019)
State	4,027	7,557	(1,479)
Total deferred	22,854	26,886	(76,498)
Provision for income taxes (benefit)	$ 17,906	$ (14,406)	$ (21,882)

A reconciliation of the provision for income taxes at the federal statutory rate of 21% (35% in 2017) compared to the effective tax rate is as follows (in thousands):

	For the Year Ended December 31,		
	2019	2018	2017
Income tax provision (benefit) at the statutory rate	$ 7,993	$ (7,435)	$ 25,604
State income taxes, net of federal	(2,104)	3,215	3,457
U.S. tax reform	—	(11,984)	(55,381)
Basis adjustment AMR acquisition	15,121	—	—
Political expenses	3,037	7,035	629
Equity compensation	(1,843)	—	—
Tax credits	(3,540)	(528)	—
Unrecognized tax benefits	(3,857)	(8,770)	(1,140)
Valuation allowance	4,485	5,585	—
Other	(1,386)	(1,524)	4,949
Provision for income taxes (benefit)	$ 17,906	$ (14,406)	$ (21,882)

Deferred income tax assets and liabilities consisted of the following (in thousands):

	December 31, 2019	December 31, 2018
Deferred income tax assets		
Accounts receivable	$ 17,723	$ 15,882
Accrued liabilities	30,922	21,081
Operating loss and credit carryforwards	50,668	44,825
Insurance and other long-term liabilities	22,812	18,150
Interest expense carryforward	47,443	27,379
Deferred income tax assets	169,568	127,317
Valuation allowance	(14,380)	(9,895)
Deferred income tax assets, net of valuation allowance	155,188	117,422
Deferred income tax liabilities		
Property and equipment	(185,500)	(170,453)
Intangible assets	(109,841)	(74,753)
Attribute reduction	(34,022)	(32,178)
Deferred income tax liabilities	(329,363)	(277,384)
Net deferred income tax liabilities	$ (174,175)	$ (159,962)

On December 22, 2017, the Tax Cuts and Jobs Act, (the "Tax Act") was enacted. The Tax Act includes a number of changes to existing U.S. corporate income tax laws that impact the Company, most notably a reduction of the U.S. statutory corporate tax rate from 35% to 21%, for tax years beginning after December 31, 2017. The Tax Act also provides for acceleration of depreciation for certain assets placed into service after September 27, 2017, as well as limitations on the deductibility of interest expense. As of December 31, 2018, the Company had completed its accounting for the tax effects of the Tax Act.

As of December 31, 2019, the Company has federal net operating loss carryforwards of $162.2 million with an indefinite carryforward period. The Company has state and local net operating loss carryforwards of $269.1 million, of which $170.0 million may expire in the years 2020-2039. A valuation allowance is established when it is more likely than not that all, or a portion, of net deferred tax assets will not be realized. Based on review of available evidence, the Company has determined that it is more likely than not that certain deferred tax assets may not be realized. The increase in valuation allowance of $4.5 million is primarily attributable to net operating loss carryforwards.

The Company operates in multiple taxing jurisdictions and in the normal course of business is examined by federal and state tax authorities. The Company considers many factors and uses judgment in estimating and assessing the impact of uncertain tax positions. Final audit results may vary from the Company's estimates. In nearly all jurisdictions, the tax years prior to 2015 are no longer subject to examination.

A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows (in thousands):

	December 31, 2019	December 31, 2018
Balance, beginning of year	$ 3,857	$ —
Increases for tax positions related to the current year	—	—
Increases for tax positions related to prior years	—	13,642
Decreases related to settlements	—	(2,913)
Decreases due to lapsed statutes of limitations	(3,857)	(6,872)
Balance, end of year	$ —	$ 3,857

The Company recognized a reduction of $0.5 million, $1.7 million, and $0.6 million of interest and penalties in the statement of operations for the years ended December 31, 2019, 2018 and 2017, respectively. There are no interest and

penalty obligations recognized within the consolidated balance sheet as of December 31, 2019. There also are no remaining unrecognized tax benefits within the consolidated balance sheet as of December 31, 2019. The Company does not expect the total amount of unrecognized tax benefits to significantly change in the next twelve months. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as a component of income tax expense in its statement of operations.

NOTE 12 – FAIR VALUE MEASUREMENTS

The Company classifies its financial instruments that are reported at fair value based on a hierarchal framework which ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is impacted by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1—Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. The Company does not adjust the quoted price for these assets or liabilities, which include marketable securities held in connection with the Company's captive insurance program.

Level 2—Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Balances in this category include derivatives.

Level 3—Pricing inputs are unobservable as of the reporting date and reflect the Company's own assumptions about the fair value of the asset or liability. Balances in this category include the Company's estimate, using a combination of internal and external fair value analyses, of contingent consideration for acquisitions described in Note 3.

The Company has adopted the provisions of ASU No. 2016-01 and ASU No. 2018-03 effective for the 2019 annual reporting period, which requires changes in the fair value of equity investment securities to be recognized in net income. In prior periods, the changes in the fair value of equity investment securities were recognized through accumulated other comprehensive income. Upon adoption, the Company has recognized a cumulative effect adjustment of approximately $0.8 million to retained earnings and accumulated other comprehensive income related to the unrealized loss on corporate equity securities and has recognized the change in fair value on these equity securities as a component of other income (expense), net in the consolidated statements of operations.

The following table summarizes the valuation of the Company's financial instruments by the above fair value hierarchy levels as of December 31, 2019 and 2018 (in thousands):

	December 31, 2019			
Description	Level 1	Level 2	Level 3	Total
Assets:				
Available-for-sale securities	$ 95,531	$ —	$ —	$ 95,531
Marketable equity securities	15,659	—	—	15,659
Liabilities:				
Interest rate swap	—	45,145	—	45,145
Contingent consideration	—	—	1,598	1,598

Description	December 31, 2018			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest rate swap	$ —	$ 3,065	$ —	$ 3,065
Available-for-sale securities	46,508	—	—	46,508
Marketable equity securities	9,230	—	—	9,230
Liabilities:				
Interest rate swap	—	11,236	—	11,236
Contingent consideration	—	—	10,708	10,708

The contingent consideration balance classified as a Level 3 liability decreased $9.1 million during the year ended December 31, 2019 related to consideration paid under the terms of a previously completed acquisition and includes earn-out provisions related to the acquisition of Sunrise Air Ambulance, LLC and Transplant Transportation Services, Inc.

Insurance Collateral

Insurance collateral is comprised of investments in U.S. Treasuries and marketable equity and debt securities held by the Company's wholly-owned captive insurance subsidiary that support the Company's insurance programs and reserves, as well as cash deposits with third parties. Certain of these investments, if sold or otherwise liquidated, would have to be replaced by other suitable financial assurances and are, therefore, considered restricted. All debt securities are designated as available-for-sale and reported at fair value with the related temporary unrealized gains and losses reported as a separate component of accumulated other comprehensive income (loss), net of deferred income tax. Declines in the fair value of a debt securities which are determined to be other-than-temporary are recognized in the statements of operations, thus establishing a new cost basis for such investment. All equity securities are carried at fair value with changes in fair value reported as a component other income (loss), net in the consolidated statements of operations. Investment income earned on these investments is reported as a component of other income, net in the accompanying statements of operations. Realized gains and losses are determined based on an average cost basis.

Investments are generally classified within Level 1 or Level 2 of the fair value hierarchy because they are valued using quoted market prices, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency.

Insurance collateral consisted of the following as of December 31, 2019 and 2018 (in thousands):

	December 31, 2019	December 31, 2018
Available-for-sale securities:		
U.S. Treasuries	$ 244	$ 118
Corporate bonds/Fixed income	95,287	46,384
Total available-for-sale securities	95,531	46,502
Marketable equity securities	15,659	9,236
Cash deposits and other	12,654	34,364
Insurance Collateral	$ 123,844	$ 90,102

Amortized cost basis and aggregate fair value of the Company's marketable securities as of December 31, 2019 and 2018 were as follows (in thousands):

	December 31, 2019			
Description:	Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasuries	$ 235	$ 9	$ —	$ 244
Corporate bonds/Fixed Income	92,195	3,111	(19)	95,287
Total available-for-sale securities	92,430	3,120	(19)	95,531
Marketable equity securities	13,858	1,910	(109)	15,659
Total securities	$ 106,288	$ 5,030	$ (128)	$ 111,190

	December 31, 2018			
Description:	Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasuries	$ 116	$ 2	$ —	$ 118
Corporate bonds/Fixed Income	46,702	155	(473)	46,384
Total available-for-sale securities	46,818	157	(473)	46,502
Marketable equity securities	10,037	8	(809)	9,236
Total securities	$ 56,855	$ 165	$ (1,282)	$ 55,738

As of December 31, 2019, available-for-sale securities included U.S Treasuries, corporate bonds and fixed income securities of $2.2 million with contractual maturities within one year, $36.4 million with contractual maturities extending longer than one year through five years and $56.9 million with contractual maturities extending longer than five years. Actual maturities may differ from contractual maturities as a result of the Company's ability to sell these securities prior to maturity.

The Company evaluates the investment securities available-for-sale on a quarterly basis to determine whether declines in the fair value of these securities are other-than-temporary. The evaluation consists of reviewing the fair value of the security compared to the carrying amount, the historical volatility of the price of each security, and any industry and company specific factors related to each security. There were no available-for-sale investment securities that were other-than-temporarily impaired as of December 31, 2019 and 2018.

The Company is not aware of any specific factors indicating that the underlying issuers of the corporate bonds/fixed income securities would not be able to pay interest as it becomes due or repay the principal amount at maturity. Therefore, the Company believes that the changes in the estimated fair values of these debt securities are related to temporary market fluctuations and the Company does not intend to dispose of these investments. Additionally, the Company is not aware of any specific factors which indicate the unrealized losses on the investments in corporate equity securities are due to anything other than temporary market fluctuations.

The Company realized a net gain of less than $0.1 million on the sales and maturities of available-for-sale securities for the years ended December 31, 2019 and 2018.

Debt

Based on management's estimates, the carrying value of the unsecured term loan and other long-term debt approximates fair value as of December 31, 2019 and 2018. The fair value of the Company's Senior Secured Term Loans and Senior Unsecured Acquisition Notes was approximately $3,564.9 million and $3,437.7 million and the outstanding principal amount was $3,675.7 million and $3,709.4 million as of December 31, 2019 and 2018, respectively. The Company's debt is classified as Level II in the fair value hierarchy. For all other financial instruments including cash and cash

equivalents, accounts receivable, accounts payable, and accrued expenses, the carrying amounts approximate fair value due to the short maturity of those instruments.

NOTE 13 – DERIVATIVE INSTRUMENTS

All derivative instruments are recorded on the balance sheet at fair value. The Company uses derivative instruments to manage risks associated with interest rate volatility. All hedging instruments that qualify for hedge accounting are designated and effective as hedges, in accordance with GAAP. If the underlying hedged transaction ceases to exist, all changes in fair value of the related derivatives that have not been settled are recognized in current earnings. Instruments that do not qualify for hedge accounting and the ineffective portion of hedges are marked to market with changes recognized in current earnings. The Company does not hold or issue derivative financial instruments for trading purposes and is not a party to leveraged derivatives. The Company's interest rate swaps are measured utilizing pricing models whereby all significant inputs are either observable or corroborated by observable market data.

On April 9, 2018, the Company entered into three interest rate swap agreements with effective dates of May 8, 2018, April 5, 2019, and April 5, 2020 that mature on April 5, 2019, 2020 and 2021, respectively. The swap agreements are with a major financial institution and effectively convert a total of $3.9 billion, $3.6 billion and $3.2 billion, respectively, in variable rate debt to fixed rate debt with interest rates ranging from 2.21% to 2.76%. The Company will continue to make interest payments based on the variable rate associated with the debt (based on LIBOR, subject to 1.0% floor) and will periodically settle with its counterparties for the difference between the rate paid and the fixed rate. The interest rate swap agreement with an effective date of May 8, 2018 matured on April 5, 2019 and will have no further periodic settlements with its counterparties for the difference between the rate paid and the fixed rate. The Company recorded a current liability in the amount of $8.6 million and a noncurrent liability in the amount of $36.6 million as of December 31, 2019, with changes in fair value recorded as a component of other comprehensive income (loss) before applicable tax impacts. Settlement of interest rate swap agreements are included in interest expense. During the year ended December 31, 2019, $8.5 million of other comprehensive loss was reclassified into interest expense.

NOTE 14 – OTHER COMPREHENSIVE INCOME (LOSS)

The following table presents the tax effect on each component of "Other comprehensive income (loss)" for the years ended December 31, 2019 and 2018 (in thousands). There was no activity for the year ended December 31, 2017.

	For the Year Ended December 31, 2019			For the Year Ended December 31, 2018		
	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount	Before Tax Amount	Tax (Benefit) Expense	Net of Tax Amount
Unrealized gains (losses) on derivative financial instruments	$ (36,974)	$ 8,943	$ (28,031)	$ (8,171)	$ 2,066	$ (6,105)
Unrealized holding gains (losses) on investments	3,417	(933)	2,484	(1,117)	247	(870)
Defined benefit pension plan net gains (losses)	(2,442)	596	(1,846)	6,532	(1,578)	4,954
Other comprehensive income (loss)	$ (35,999)	$ 8,606	$ (27,393)	$ (2,756)	$ 735	$ (2,021)

The "Accumulated other comprehensive income (loss)" is detailed in the following table, net of tax (in thousands). There was no activity for the year ended December 31, 2017.

Accumulated Other Comprehensive Income (Loss)	Unrealized gains (losses) on derivative financial instruments	Unrealized holding gains (losses) on investments	Defined benefit pension plan net gains (loss)	Total
Balance at December 31, 2017	$ —	$ —	$ —	$ —
Other comprehensive income (loss) before reclassification	(7,631)	(893)	4,954	(3,570)
Amounts reclassified from accumulated other comprehensive income (loss)	1,526	23	—	1,549
Balance at December 31, 2018	$ (6,105)	$ (870)	$ 4,954	$ (2,021)
Other comprehensive income (loss) before reclassification	(19,482)	2,391	(2,465)	(19,556)
Reclassification adjustment for losses on marketable equity securities	—	801	—	801
Amounts reclassified from accumulated other comprehensive income (loss)	(8,549)	93	619	(7,837)
Balance at December 31, 2019	$ (34,136)	$ 2,415	$ 3,108	$ (28,613)

NOTE 15 – STOCK COMPENSATION PROGRAM

On April 28, 2015, the Board of Directors of our Parent approved and adopted the GMR Buyer Corp. 2015 Stock Incentive Plan, formerly known as the AMGH Buyer Corp. 2015 Stock Incentive Plan (the "2015 Equity Plan"). The 2015 Equity Plan authorizes equity award options to be granted to management and other personnel and key service providers. Exclusive of rollover options, the total number of shares of Parent common stock authorized for issuance under the 2015 Equity Plan is 27,010,114 shares. As of December 31, 2019, a total of 25,208,925 stock options, exclusive of rollover options, were issued and outstanding.

In addition to the 2015 Equity Plan awards noted above, there are 2,803,180 of rollover options which were granted to option holders under a predecessor stock compensation plan in exchange for previously vested options. The rollover options are fully vested and have an exercise price of $1.25 per share. As the rollover options are fully vested, there are no compensation charges associated with such options. On March 14, 2018, upon completion of the AMR acquisition, certain outstanding fully-vested options held by an AMR employee prior to the close of operations were replaced with 1,626,016 options to purchase shares of Parent common stock with a per share grant date fair value of $6.18. These rollover options vested immediately and were included as part of the purchase consideration transferred for AMR.

Grants of new options comprise both time-based options and performance-based options. Time-based options generally vest based solely on continued service in equal increments of 20% on each anniversary of the grant date. Performance-based options vest if certain predetermined performance targets based on the investment returns of the Sponsor stockholders, as defined in the 2015 Equity Plan, are met at the time of a liquidity event, as defined in the 2015 Equity Plan. The 2015 Equity Plan contains provisions that permit an adjustment of the number of shares of common stock represented by each option for any change in capitalization.

The issued and outstanding awards include 9.6 million stock options granted upon completion of the AMR acquisition with a weighted average per share grant date fair value of $2.53. Of the new options granted, approximately 50% are time-based options and the remaining options are performance based.

The following is a summary of share-based option activity for the year ended December 31, 2019:

	Shares	Weighted Average Exercise Price	Fair Value	Weighted Average Remaining Contract Life
Outstanding at December 31, 2018	30,580,311	$ 4.69	$ 2.73	7.52
Options granted	2,265,000	$ 9.70	$ 2.53	
Options exercised	(215,072)	$ 2.41	$ 3.18	
Options cancelled	(2,992,118)	$ 2.95	$ 2.98	
Outstanding at December 31, 2019	29,638,121	$ 5.27	$ 2.70	6.84
Options exercisable at December 31, 2019	10,426,055			

The Company's pretax compensation cost for stock-based employee compensation is included in "Employee wages, benefits, and taxes" in the consolidated statements of operations due to these options being issued to the Company's management. The amount of expense recorded is as follows (in thousands):

	For the Years Ended December 31,		
	2019	2018	2017
Stock compensation expense	$ 7,644	$ 6,598	$ 3,891

This expense relates solely to the Company's time-based options. No expense has been recorded with respect to performance-based stock options, as those options have vesting conditions that are subject to the achievement of investment returns by the stockholders at the time of a liquidity event, as defined in our 2015 Equity Plan. This performance condition is not treated as probable of occurring until the liquidity event transpires.

As of December 31, 2019, there was approximately $12.8 million of total unrecognized compensation cost related to non-vested, time-based stock option grants, which will be recognized over a remaining weighted average period of approximately 1.8 years. As of December 31, 2019, the Company had $23.1 million of total unrecognized compensation cost related to performance-based stock options.

Each of the rollover options or vested new options include provisions under which the holder of such option may require the Parent to repurchase such option in limited circumstances. Specifically, such instrument is subject to repurchase upon the death or disability of the holder at intrinsic value for the options. Additionally, the options are subject to various provisions whereby the Parent and certain investors collectively have the right to require the management holder to sell the shares or vested options following a termination.

The fair value of the time-based options granted by the Company is estimated at the date of grant using the modified Black-Scholes European pricing model. Expected volatility for stock options is determined using historical peer group volatility.

The following table presents the assumptions used for the following periods:

	December 31, 2019	December 31, 2018	December 31, 2017
Volatility	50%	50%	50%
Risk free rate	0.68%	0.68%	0.68%
Expected term of options in years	1.5	1.5	1.5
Expected dividend yield	0%	0%	0%
Expected forfeiture rate	0%	0%	0%
Exercise price of option grants	$9.70	$8.20 to $9.20	$8.20

NOTE 16 – EMPLOYEE BENEFIT PROGRAMS

Defined Contribution Plans

The Company maintains two 401(k) defined-contribution retirement plans, the AMGH plan and the AMR plan, (collectively the "Plans") for the benefit of its employees. Under the AMGH plan, eligible employees may contribute up to 100% of their gross pay up to the IRS maximum ($19,000 for 2019). The Company's match is 50% of contributions up to 8% of annual salary. Under the AMR plan, eligible employees may contribute a maximum of 40% of their compensation each year up to the IRS maximum ($19,000 for 2019). The Company's match is 50% of contributions up to 6% of eligible compensation.

Employer contributions to these plans totaled $31.5 million, $24.7 million, and $7.1 million, for the years ended December 31, 2019, 2018 and 2017, respectively.

Defined Benefit Pension Plan

As part of the AMR acquisition, the Company acquired a frozen defined benefit pension plan (the "Pension Plan") that covers eligible employees of one of our subsidiaries, primarily those covered by collective bargaining arrangements. Eligibility is achieved upon the completion of one year of service. Participants become fully vested in their accrued benefit after the completion of five years of service. As part of the freezing of the Pension Plan, no new benefits accrue and no hours of service earned after the freeze date will count in determining a participant's average annual earnings. In November 2019, the plan offered lump sum settlements to certain participants, resulting in the settlement of approximately $10.9 million of accumulated benefit obligations and a $0.6 million realized gain was recorded for the year ended December 31, 2019, presented within the "Other income (loss)" caption on the consolidated statements of operation. Benefits expense under this plan was approximately $0.5 million for the year ended December 31, 2019. The net accrued benefits liability under this plan totaled $9.5 million at December 31, 2019, presented within the "Other long-term liabilities" caption on the consolidated balance sheet.

Collective Bargaining Agreements

Approximately 34% of our employees are represented by 65 active collective bargaining agreements. There are 18 operational locations representing approximately 2,200 employees currently in the process of negotiations or that will be subject to negotiation in 2020. In 2021, 25 collective bargaining agreements, representing approximately 4,750 employees will be subject to negotiation. While the Company believes it maintains a good working relationship with its employees, the Company has experienced some union work actions. The Company does not expect these actions to have a material adverse effect on its ability to provide service to its patients and communities.

NOTE 17 – INSURANCE RESERVES

Insurance reserves are established for automobile, workers compensation, general liability and professional liability claims utilizing policies with both fully-insured and self-insured components. This includes the use of an off-shore captive insurance program through a wholly-owned subsidiary, GMR Insurance Services, Ltd. (formerly known as AMR Insurance Services, Ltd.). In other instances where the Company has obtained third-party insurance coverage, the Company normally retains liability for the first $1 to $3 million of the loss. Insurance reserves cover known claims and incidents within the level of retention that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from activities through December 31, 2019.

Reserves are established for claims based upon an assessment of claims reported and claims incurred but not reported. The reserves are established based on consultation with a third-party independent actuary using actuarial principles and assumptions that consider a number of factors, including historical claim payment patterns (including legal costs), changes in case reserves and the assumed rate of inflation in health care costs and property damage repairs.

Provisions for insurance expense included in the consolidated statements of operations include annual provisions determined in consultation with third-party actuaries and premiums paid to third-party insurers.

The table below summarizes the non-health and welfare insurance reserves included in the accompanying consolidated balance sheet at December 31, 2019 and 2018 (in thousands):

	December 31, 2019			December 31, 2018		
	Accrued Liability	Insurance Reserves	Total Liability	Accrued Liability	Insurance Reserves	Total Liability
Automobile	$ 21,010	$ 47,804	$ 68,814	$ 17,135	$ 39,033	$ 56,168
Workers' compensation	28,413	60,997	89,410	25,473	55,799	81,272
General/ Professional Liability	10,968	20,560	31,528	8,472	18,083	26,555
	$ 60,391	$ 129,361	$ 189,752	$ 51,080	$ 112,915	$ 163,995

The changes to the Company's estimated losses under insurance programs as of December 31, 2019 and December 31, 2018 were as follows (in thousands):

	December 31, 2019	December 31, 2018
Balance, beginning of period	$ 163,995	$ —
Expense for current period reserves	77,039	54,943
Unfavorable (favorable) changes to prior reserves	5,986	—
Change in losses covered by commercial insurance programs	(1,915)	(11,786)
Increase in reserves from acquisitions	120	167,412
Payments for claims	(55,473)	(46,574)
Balance, end of period	$ 189,752	$ 163,995

NOTE 18 – COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of December 31, 2019 and 2018, the Company had $108.9 million and $97.3 million in outstanding letters of credit, respectively.

Lease Commitments

The Company leases equipment, hangars, and various facilities under operating lease agreements. The Company also records certain leasehold improvements, aircraft, vehicles and certain other assets under capital leases. Capital-leased assets are capitalized using implicit interest rates at the inception of the lease and are amortized over the lesser of the contractual lease term or the useful life of the leased asset. Aircraft leases include purchase options, generally effective at specific dates prior to the end of the lease term at a defined price, determined at the inception of the lease based on the expected fair value of the aircraft at the option date. Capital leases are collateralized by the underlying assets.

Rent expense for operating leases totaled $94.4 million, $67.5 million, and $18.8 million for the years ended December 31, 2019, 2018 and 2017, respectively. Rent expense is included in the "Other operating expenses" caption on the consolidated statements of operations.

Principal payments for capital lease obligations totaled $55.9 million, $52.0 million, and $45.7 million, for the years ended December 31, 2019, 2018 and 2017, respectively.

Interest payments related to capital lease obligations totaled $13.8 million, $13.3 million, and $13.5 million for the years ended December 31, 2019, 2018 and 2017, respectively. Interest payments related to capital lease obligations are included in the "Interest expense, net" caption on the consolidated statements of operations.

Future commitments as of December 31, 2019 under non-cancellable capital and operating leases for premises, equipment and other recurring commitments are as follows (in thousands):

Year Ending December 31,	Capital Leases	Operating Leases & Other
2020	$ 68,496	$ 122,844
2021	60,463	96,152
2022	51,096	67,410
2023	40,939	46,199
2024	29,489	32,633
Thereafter	39,044	82,040
	$ 289,527	$ 447,278
Less: Amount representing interest	(37,223)	
Present value of minimum capital lease payments	252,304	
Less: Short-term capital lease obligation payments	(55,599)	
Total long-term capital lease obligations	$ 196,705	

Purchase Commitments

As of December 31, 2019, the Company's purchase commitments for aircraft, net of deposits, were as follows (in thousands):

Period Ending December 31,	Aircraft
2020	$ 21,736
2021	14,312
Thereafter	—
	$ 36,048

The Company intends to use the new aircraft for base expansion opportunities as well as to replace some older aircraft. The above commitments represent a total of nine aircrafts. Commitments to purchase aircrafts include the additional cost to modify these aircrafts for patient transport. The costs to acquire and modify aircrafts, under these or similar commitments have typically been financed by the Company through capital lease agreements or promissory notes secured by aircraft. As of December 31, 2019, the Company has paid $3.6 million in non-refundable deposits, which will be applied against the purchase price of future aircrafts. It is customary for the aircraft deposits to be applied to future aircraft purchases as each new agreement is signed. These deposits are classified in the "Other assets" caption of the Company's consolidated balance sheets. During the year ended December 31, 2019, the Company took delivery of 28 aircraft related to purchase commitments from prior periods.

Legal Matters

In March 2017, Rural Metro of Florida received a Civil Investigative Demand from an Assistant U.S. Attorney in the Middle District of Florida requesting documentary materials and written interrogatories related to the Rural Metro of Florida's provision of services to a number of Medicare beneficiaries from September 2010 to present. In March 2019, the DOJ presented their view of potential overpayments relating to the submission of basic life support ambulance transport claims billed to the Medicare Program and potential liability under the Federal Civil False Claims Act ("FCA"). Under the FCA, the United States government has the right to seek up to three times the amount paid by the Medicare Program plus additional civil monetary penalties on a per claim basis. The DOJ has offered to settle the matter; however, no written demand has been made on the Company. The Company vigorously disputes the Government's claims that any overpayments, even if substantiated, forms the basis of FCA violation (including any applicable fines or penalties). There is a tolling agreement in effect until June 29, 2020. The Company is in the process of responding to the government allegations at the present time. At this time, the Company is uncertain as to the amount of any type of loss

related to this matter, however we believe the outcome will not have a material adverse impact on our results of operations.

From time to time we are engaged in various types of litigation or other proceedings, such as federal and state governmental audits and investigations relating to billing and reimbursement (including payment reviews, overpayment demands, ZPIC or UPIC audits and civil investigative demands), FAA civil monetary penalty actions and state EMS agency actions and lawsuits from patients challenging the reasonableness of our rates. In addition, from time to time we are engaged in various employment, general liability, aviation liability and professional (medical) liability litigation, for which we maintain insurance. We believe our potential liability with respect to proceedings currently pending is not material to our financial position. Management believes the outcome of these legal proceedings will not have a material adverse impact on its financial condition, results of operations or liquidity.

NOTE 19 – RELATED-PARTY TRANSACTIONS

On April 28, 2015, investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P. ("KKR") acquired 100% of the equity interest of the Company. The Company executed a monitoring agreement with KKR, which became effective on April 28, 2015. The monitoring agreement will be in effect from year to year unless amended or terminated by consent of all of the parties. In the event of a consummation of a change in control of, or initial public offering by the Company, the monitoring agreement will be automatically terminated, unless the Company otherwise elects to continue the monitoring agreement.

Pursuant to the monitoring agreement, the Company pays KKR a fee equal to 1% of EBITDA for the prior fiscal year, payable in quarterly installments in arrears at the end of each fiscal quarter. The Company incurred an advisory fee of $6.3 million for the years ended December 31, 2019 and 2018, and $3.7 million for the year ended December 31, 2017. The fees are included in the "Other operating expenses" caption on the consolidated statements of operations.

Additionally, KKR Capital Markets LLC ("KCM"), an affiliate of KKR, and Capstone provided for the arrangement and syndication of the Unsecured Term Loan, and operational support, procurement diagnostics, and due diligence support, respectively. In consideration for these services, the Company paid KCM and Capstone $0.9 million and $19.8 million during the years ended December 31, 2019 and 2018, respectively.

In connection with the AMR acquisition, we entered into an indemnification agreement with KKR North America Fund XI (AMG) LLC pursuant to which we agreed to indemnify affiliates of KKR that at any time hold our common equity (and their affiliates and certain other persons) against liabilities that may arise out of any breach by us of a consent decree we entered into with the Federal Trade Commission, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

NOTE 20 – UNAUDITED QUARTERLY FINANCIAL DATA

Summarized unaudited quarterly financial data for the years ended December 31, 2019 and 2018, respectively, is as follows (in thousands):

	Quarter			
	First	Second	Third	Fourth
2019				
Net revenue	$ 985,471	$ 1,035,541	$ 1,123,667	$ 1,038,429
Operating income	75,563	97,118	137,389	75,283
Income (loss) before income taxes	(7,022)	8,546	47,942	(11,404)
Net income (loss)	(5,091)	6,033	36,684	(17,470)
2018				
Net revenue	$ 431,264	$ 986,041	$ 1,040,976	$ 996,199
Operating income	36,568	102,341	82,451	49,661
Income (loss) before income taxes	(11,015)	18,789	(4,454)	(37,009)
Net income (loss)	(8,304)	14,195	5,533	(30,707)

NOTE 21 – SUBSEQUENT EVENTS

The Company has evaluated new information and events through March 30, 2020, which is the date these consolidated financial statements were available to be issued, to determine the need to either update these consolidated financial statements or to provide additional disclosures about those events. No additional disclosures were deemed necessary by the Company, except as noted below.

The recent outbreak of respiratory illness caused by a novel coronavirus known as COVID-19 in the areas in which we operate could adversely affect our business. The transport and treatment of a highly contagious disease patient in our aircraft or ground ambulance units may result in a temporary shutdown, the diversion of patients, quarantine of staff, or staffing shortages. There may also be disruptions or delays in production and delivery of materials and products in the supply chain, e.g. masks or N95 respirators. In the event that the current corona virus outbreak, or any actions governmental authorities take in connection with COVID-19, disrupts the production or supply of pharmaceuticals and medical supplies from China, for example, our business could be adversely affected. The potential impact of the outbreak with respect to our markets or our business is difficult to predict and could adversely impact our business.

Sample Report (Redacted) – Wheelchair Transports

Available	Priority Desc	Drop Off	Cancel Reason	Outcome	Call Type
08:15:01	PreScheduled	[redacted]	<NONE>	T	Wheelchair
12:21:00	PreScheduled		<NONE>	T	Wheelchair
13:22:52	Immediate		<NONE>	T	Wheelchair
09:33:23	Immediate		<NONE>	T	Wheelchair
09:18:34	PreScheduled		<NONE>	T	Wheelchair
16:57:07	PreScheduled		<NONE>	T	Wheelchair
13:37:24	Immediate		<NONE>	T	Wheelchair
15:36:19	Immediate		<NONE>	T	Wheelchair
14:02:04	Immediate		<NONE>	T	Wheelchair
12:39:58	PreScheduled		<NONE>	T	Wheelchair
15:33:38	Immediate		<NONE>	T	Wheelchair
13:25:40	PreScheduled		<NONE>	T	Wheelchair
14:40:03	Immediate		<NONE>	T	Wheelchair
14:16:37	Immediate		<NONE>	T	Wheelchair
10:35:05	PreScheduled		<NONE>	T	Wheelchair
	Immediate		Other Service Transported	D	Wheelchair
11:42:52	PreScheduled		<NONE>	T	Wheelchair
13:26:30	PreScheduled		<NONE>	T	Wheelchair
15:18:28	PreScheduled		<NONE>	T	Wheelchair
14:38:15	Immediate		<NONE>	T	Wheelchair
12:46:36	PreScheduled		<NONE>	T	Wheelchair
15:06:11	PreScheduled		<NONE>	T	Wheelchair
14:08:52	PreScheduled		<NONE>	T	Wheelchair
15:03:36	PreScheduled		<NONE>	T	Wheelchair
07:45:17	PreScheduled		<NONE>	T	Wheelchair
14:50:06	PreScheduled		<NONE>	T	Wheelchair

Quarterly Contract Compliance

Between 10/1/2014 and 12/31/2014

Facility	LOS Requested	Transports	Late	Compliance
Hospital A	ALS	16	0	100.0%
	BLS	33	2	93.9%
	CCT-P	4	0	100.0%
	Wheelchair	1	0	100.0%
		54	**2**	**96.3%**
Hospital B	ALS	70	4	94.3%
	BLS	118	14	88.1%
	CCT-P	8	0	100.0%
		196	**18**	**90.8%**
Hospital C	ALS	140	15	89.3%
	BLS	926	88	90.5%
	CCT-P	15	1	93.3%
	Wheelchair	27	0	100.0%
		1108	**104**	**90.6%**
Hospital D	ALS	10	0	100.0%
	BLS	41	4	90.2%
	Wheelchair	18	0	100.0%
		69	**4**	**94.2%**
Hospital F	ALS	84	11	86.9%
	BLS	257	13	94.9%
	CCT-P	6	0	100.0%
		347	**24**	**93.1%**
Hospital G	ALS	138	11	92.0%
	BLS	165	20	87.9%
	CCT-P	12	0	100.0%
	Wheelchair	2	0	100.0%
		317	**31**	**90.2%**
Hospital H	ALS	109	6	94.5%
	BLS	185	16	91.4%
	CCT-P	5	0	100.0%
	Wheelchair	3	0	100.0%
		302	**22**	**92.7%**
Total		**2393**	**205**	**91.4%**

Confidential and Proprietary Notice –
This material has been generated by the Operational Planning and Analytics Group and is the property of American Medical Response. This document may contain confidential or legally privileged info

Sample Report

Ambulance Transports to Home or SNF

Transports	DOW							
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
0:00	17	25	26	21	18	16	24	147
1:00	14	16	24	26	13	18	23	134
2:00	13	13	19	16	11	19	16	107
3:00	14	16	12	12	9	16	21	100
4:00	17	11	7	15	13	8	10	81
5:00	13	9	18	11	10	7	10	80
6:00	14	21	12	8	16	6	14	91
7:00	12	7	9	6	9	7	7	57
8:00	10	2	8	7	13	10	9	59
9:00	23	15	32	32	30	30	25	187
10:00	92	121	258	297	308	351	176	1643
11:00	88	121	148	143	137	160	120	917
12:00	80	126	143	151	172	164	111	947
13:00	117	167	193	195	203	202	129	1206
14:00	113	233	341	234	224	244	157	1446
15:00	112	260	279	248	252	266	143	1560
16:00	108	254	282	252	253	292	129	1568
17:00	70	207	200	182	211	231	77	1178
18:00	48	138	127	129	116	153	60	769
19:00	27	52	62	54	55	60	31	341
20:00	19	41	37	32	32	35	25	221
21:00	31	29	28	31	26	41	38	224
22:00	33	36	30	38	29	32	32	230
23:00	24	39	43	47	54	56	31	294
Grand Total	1109	1957	2278	2187	2234	2434	1418	13587

Ambulance Inter-facility Transports

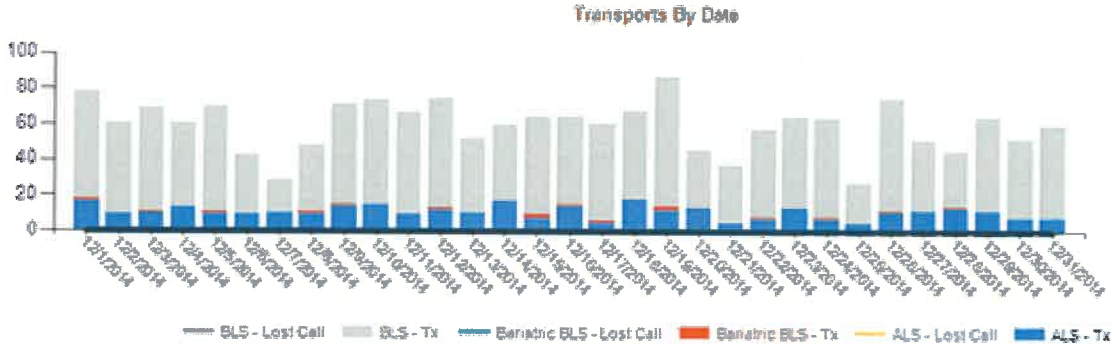
Transports	DOW							
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
0:00	30	29	51	32	48	51	50	291
1:00	43	40	43	45	53	54	48	326
2:00	27	35	35	41	41	60	36	275
3:00	25	28	39	45	39	34	25	235
4:00	20	28	26	28	25	25	24	176
5:00	22	11	24	32	19	27	18	153
6:00	16	16	21	26	15	23	8	125
7:00	13	12	10	10	7	11	11	74
8:00	5	11	11	12	20	27	10	96
9:00	24	18	19	17	22	28	22	150
10:00	30	34	35	35	36	43	33	266
11:00	45	64	80	89	95	80	69	522
12:00	58	99	110	102	108	98	68	643
13:00	65	99	117	107	116	109	63	676
14:00	73	117	86	113	110	114	72	685
15:00	50	107	88	94	103	94	76	612
16:00	56	130	104	112	98	122	75	697
17:00	51	125	99	113	99	117	56	678
18:00	59	109	86	106	90	101	57	608
19:00	59	86	104	86	106	117	51	609
20:00	55	91	86	71	86	87	60	536
21:00	60	84	63	87	63	74	64	495
22:00	59	108	82	90	76	69	49	533
23:00	50	59	73	57	59	45	55	398
Grand Total	995	1540	1492	1568	1534	1610	1120	9859

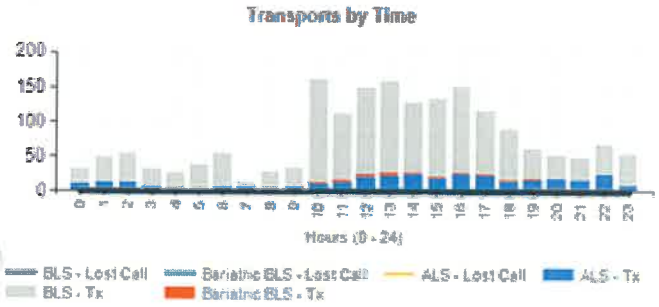
AMERICAN MEDICAL RESPONSE

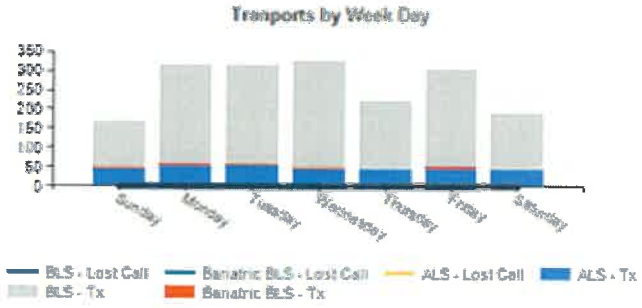
SAMPLE

1,851 Transports & 0 Lost Calls

Date Range: 12/1/2014 to 12/31/2014







Click for Detail

Date	Time	Run Number	Caller	From Address	From City	To Address	To City	Task Tm
12/1/2014	0:01	11965730	DEVIN	20 YORK ST-093	20	850 MK AVE	Hamden	88.4
12/1/2014	0:08	11965717	KRISTIN	111 GIDDEON-060	111	1450 CHAPEL ST	New Haven	87.3
12/1/2014	0:51	11965641	BRIAN	111 GIDDEON-060	111	1450 CHAPEL ST	New Haven	78.6
12/1/2014	1:49	11965743	BRENDA	20 YORK ST-093	20		Milford	86.7
12/1/2014	3:37	11965773	DEVON	20 YORK ST-093	20	1450 CHAPEL ST	New Haven	87.8
12/1/2014	5:24	11965793	DEVON	20 YORK ST-093	20	1450 CHAPEL ST	New Haven	90.6
12/1/2014	5:45	11965668		850 MK AVE-082.2ID	850 MK	3000 DIXWELL AVE	Hamden	48.9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Westphal	
Woodruff-Sawyer & Co. 717 - 17th Street, Suite 625 Denver CO 80202	PHONE (A/C, No, Ext): 720-593-5407	FAX (A/C, No):
	E-MAIL ADDRESS: GMRrequest@woodruffsawyer.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Company of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : Lloyds of London - Beazley	
INSURER E :	
INSURER F :	

INSURED GLOBMED-02
American Medical Response, Inc.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, CO 80111

COVERAGES **CERTIFICATE NUMBER:** 317650254 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSLG71574453	3/31/2020	3/31/2021	EACH OCCURRENCE	$ 2,750,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X SIR						MED EXP (Any one person)	$ 0
	250,000						PERSONAL & ADV INJURY	$ 2,750,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,750,000
	OTHER:							$
	AUTOMOBILE LIABILITY			ISAH25299218	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB [X] OCCUR			W1B173200501	3/31/2020	3/31/2021	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B A C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WLRC66927830 WLRC66927799 SCFC66927878 WCUC6692791A	3/31/2020 3/31/2020 3/31/2020 3/31/2020	3/31/2021 3/31/2021 3/31/2021 3/31/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			W1B173200501	3/31/2020	3/31/2021	Each Claim & Aggr Retention	$10,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC6692791A **Medical Expense coverage falls within the SIR

Evidence of insurance.

CERTIFICATE HOLDER

American Medical Response, Inc.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, CO 80111

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daniel Dinne

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OFFEROR INFORMATION FORM

Ambulance Services

For the City of Las Vegas and San Miguel County

September 16, 2020

A Global Medical Response Solution

OFFEROR INFORMATION

OFFEROR: American Medical Response Services, Inc.

AUTHORIZED AGENT: Steven Dralle

ADDRESS: 920 S. Valley Dr Las Cruces, NM 88005

TELEPHONE NUMBER (575) 523-0225

FAX NUMBER (575) 523-0459

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **Ambulance Services throughout the City of Las Vegas and San Miguel County, excluding the Village of Pecos.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF Texas)

COUNTY OF Rockwall)

I, Steve Dralle state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this 8th day of September, 2020.

STEPHANIE CHRISTINE MAYFIELD NOTARY PUBLIC STATE OF TEXAS ID# 126570619 EXPIRES 6-26-2024

Notary Public Signature

My Commission Expires: 6/26/2024

LIST OF SUBCONTRACTORS

Ambulance Services

For the City of Las Vegas and San Miguel County

September 16, 2020

A Global Medical Response Solution

Subcontractors

1. List of Subcontractors

American Medical Response Ambulance Service, Inc. (AMR) will not utilize subcontractors at this time.

CONTRACTOR'S BONDS

Ambulance Services

For the City of Las Vegas and San Miguel County

September 16, 2020

A Global Medical Response Solution

CONTRACTOR'S BONDS

1. Contractor's Bonds

American Medical Response Ambulance Service, Inc. (AMR) will provide a performance security bond to the City of Las Vegas and San Miguel County upon contract award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Ambulance Services

For the City of Las Vegas and San Miguel County

September 16, 2020

A Global Medical Response Solution

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother- in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

_____ 9/16/2020
Signature Date

South Region President
Title (Position)

Since 1974

Superior Ambulance Service



Albuquerque · Santa Fe · Grants/Cibola Co.

Las Vegas/San Miguel County · Pecos

Torrance County · Roswell/Chaves County

SUPERIOR AMBULANCE
EMS
SERVICE



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

September 15, 2020

City Clerks Office
City of Las Vegas, NM
1700 North Grand Ave
Las Vegas, New Mexico 87701

Re: RFP-2021-04 Ambulance Services

As the CEO of Superior Ambulance Service, Inc. (Superior), I personally thank you for the opportunity to address you with an opportunity to provide you with a competitive offer to the above referenced RFP. Superior Ambulance is a New Mexico owned and operated Private Corporation and has been in business since 1974. Superior's current ownership is the third in its corporate history, and last changed ownership in 1994. Since the 1994 change of ownership, Superior has made great strides to meet the ambulance needs within New Mexico. Superior Ambulance currently operates within 8 New Mexico territories; the Albuquerque Metro area, Torrance County, San Miguel County, Santa Fe, Las Vegas, Village of Pecos, Grants/Cibola County, and the City of Roswell. Since 1996 Superior's continued growth has been recognized in the May 2001 issue of *INC Magazine*, *"Inner-City 100, Fastest Growing Private Corporations"* achieving a rank of *59th*, and in the September 2007 and September 2009 issues of *INC Magazine*, recognizing the *"INC 500/5000 Private Corporations"*, and was recognized again in the 2016 edition of *INC magazine* for our growth of the past years.

Superior is a contract provider for numerous New Mexico Municipalities, Counties, Health Care Systems, and Health Plans. Superior Ambulance holds a certificate by the NM Public Regulation Commission to provide Emergency and Non-Emergency ambulance transportation services throughout the State of New Mexico.

Superior's corporate management has dedicated itself to Customer Service, Quality Care, and Competitive Pricing. Since the inception of the current ownership, Superior has developed a Continuous Quality Improvement Program that ensures quality patient care, reliable medical services, and continuous advanced medical training to its personnel.

Superior is an advanced care provider and is capable of effectively competing at advanced levels within the contract area. Superior is continuously improving its operation through our Quality Improvement Program, which includes continuous advanced training, annual equipment replacement, and advanced cardiac and respiratory equipment. Superior's CQI program reviews every medical transport for level of care, quality of care, response times, and protocol compliance.

Superior's levels of service include 911 services, Emergency and Non-Emergency Inter-Facility Transfers. The level of care provided to the patient is dependent of the patients need, and is billed in accordance to the level of care given, and not the level of personnel provided. Superior offers to its patients and customers 4 levels of service, BLS, ILS, ACLS, and Critical Care Transport.

Superior Ambulance's Medical Director is Dr. Justin Hazen, who is available to our staff and our operation on a 24 hour, 7 days a week basis, for any operational need. In addition, Superior contracts with New Mexico Pharmacy Consultants, who monitors our Pharmacy Compliance on a monthly basis.

To be recognized as a leader in EMS, Superior Ambulance has for the past two years been aggressively working and preparing our operations to be inspected and receive a national accreditation by CAAS (Commission on Accreditation of Ambulance Services). Superior expects to soon file an application and be reviewed for accreditation by CAAS. Accredited ambulance services account for less than 10% of all ambulance services in the U.S.

Thank you for your consideration. If you should have any questions, please feel free to contact me.

Respectfully,

Chris L. Archuleta, CEO/Executive Director

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am (pm.) Sept 16 _____, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Ambulance services throughout the City of Las Vegas and San Miguel County excluding the Village of Pecos, NM.

Proposal Forms and Specifications may be obtained from the City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701.

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **Ambulance Services** Opening No. 2021-04 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas and San Miguel County reserve the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

William Taylor, City Manager

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Officer

Attest:

Casandra Fresquez, City Clerk

As to legal sufficiency only:

Scott Aaron, City Attorney

Opening No. 2021-04 Date Issued: Aug 14, 2020

Published: LAS VEGAS OPTIC Aug 19 ,2020

ALBUQUERQUE JOURNAL Aug 21 ,2020

www.lasvegasnm.gov Aug 19 ,2020

Santa Fe New Mexican Aug 21 , 2020

OFFEROR INFORMATION

OFFEROR: SUPERIOR AMBULANCE SERVICE, INC.

AUTHORIZED AGENT: CHRIS ARCHULETA

ADDRESS: PO Box 6482 ALBUQUERQUE, NM 87197-6482

TELEPHONE NUMBER (505) 247-8840 EXT 7901

FAX NUMBER (505) 836-7979

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L00568462384

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): **Ambulance Services throughout the City of Las Vegas and San Miguel County, excluding the Village of Pecos.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

I, CHRIS ARCHULETA state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this 11 day of September, 2020.

(SEAL)

OFFICIAL SEAL
Nicole Sedillo
Notary Public
State of New Mexico
My Commission Expires 7/31/24

Notary Public Signature

My Commission Expires: 7/31/24

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 16, 2020; 2:00 am/(pm) at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition NMSA 30-41-1 through 30-41-3state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of

opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to NMSA 13-1-21 and 13-1-22, any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0211037

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under NMSA 7-10-5 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City's Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas. the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

REQUEST FOR PROPOSALS
FOR AMBULANCE SERVICES THROUGHOUT THE CITY OF LAS VEGAS ("City") AND COUNTY OF SAN MIGUEL ("County") AS DEFINED IN THE SCOPE OF WORK

INTRODUCTION:

The City and County are seeking proposals from qualified sources to provide a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the City and County's option, upon annual review of the provider's performance results. The terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City of Las Vegas and San Miguel County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements between the City of Las Vegas and San Miguel County or other agencies of the State and Local governments and with any laws or grant agreements under which such entities may obtain funding to support a medical transport system.

HISTORY AND BACKGROUND:

The City and the County are located in Northern New Mexico at the foothills of the Sangre de Cristo Mountains. The City is bordered to the East and North by the flatland plains, and bordered to the West and South by wooded mountain ranges. Population may classify Las Vegas as a Suburban community, but Las Vegas is not a city that has a lot of industries or expected growth. The closest Urban City is 65 miles South along Interstate 25, which is the City of Santa Fe. San Miguel County covers an area of 4,736 square miles.

The City provides Emergency Services through police and fire departments as well as the Office of Emergency Management. The County also provides emergency services through the Sheriff's Office, New Mexico State Police and twelve Volunteer Fire Districts.

The New Mexico Public Regulatory Commission regulates ambulance and other medical transport services throughout New Mexico. The current tariff approved for use by services in New Mexico is referred to as the state tariff. If offeror is proposing the use of another approved tariff, offeror must supply tariff with proposal.

The City Police Department is the primary PSAP (Public Safety Answering Point) for 911 calls in the City and coordinates emergency services throughout the City. New Mexico State Dispatch (NorCom) is the EMD PSAP for all 911 calls outside of the City. The provider of Emergency Medical Services shall utilize these public safety answering points. In the proposal the provider will need to include the method to be used for non-emergency traffic. Non-emergency transport dispatch will be the sole responsibility of the provider. Facility to facility or Non-emergency transport shall not negatively impact the emergency medical response system.

A. SCOPE OF WORK

The City and the County are seeking proposals from qualified sources to provide (911 Emergency Medical Response) a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the sole option, and in the sole discretion of, the City and the County's option. Upon annual review of the provider's performance results, the terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City and the County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements involving the City and/or the County. This shall include any other agencies of the State and Local governments that may have grant agreements to obtain funding in order to support the medical transport system.

Proposals shall include but not necessarily be limited to presenting the following information:

1. A mission statement and strategic plan to address initiation and provision of services along with a review and improvement of services throughout the contract period(s).
2. A detailed description of a comprehensive EMS system status management plan which will include emergency response times within designated service zones.
3. Provider must develop and provide a communication and dispatch system that is compatible with existing emergency 911 System and that will eliminate existing communication deficiencies.
4. The provider must maintain two (2) methods of communication (primary and secondary) with dispatch and an alternate method of alerting EMS units such as pagers or cell phones. A home-based radio should be maintained to enhance communications and non-emergency traffic licensed to the provider.
5. Provider radios must be capable of communications with all fire units within the City and the County. All radio equipment is the responsibility of the provider, and must be capable of digital and analog transmission.

6. Provider must provide a plan for Emergency Medical Transport.
7. A plan for non-emergency medical transport, including details relating to non-emergency transport dispatch, the number of proposed vehicles to be scheduled for non-emergency transport, and the coordination of emergency and non-emergency services. The plan for prescheduled inter facility transport must demonstrate how the emergency medical transport system will be protected from being negatively impacted by prescheduled inter facility transports.
8. A plan for dealing with multiple casualty incidents and describing the medical transport system provider's role and responsibility in relation to other first responder agencies. Provider must be able to handle two separate incidents at one time with no degradation in services.
9. A proposed plan of operations, including the number of ambulances and other vehicles to be used. Staffing levels for these vehicles to include the number of personnel and certification levels for each unit. The method proposed for providing medical supervision of field personnel and on-line medical direction with the closest facility as well as the provider's off-line Medical Director. The method proposed for coordinating services with other first responder agencies. The plan should detail how emergency and prescheduled inter facility transport services will be segregated and coordinated. The plan should also include information in regards to the willingness and ability to incorporate clinical students into its operations and how they can assist local providers, such as volunteer or career fire departments with continuing education. The provider must also assist local government in acquiring grants or assistance that improves the Emergency Medical services within the county.
10. At a minimum, staffing should include the following:
    - ☐ A Medical Director (preferably local) with a strong background in emergency medical transport. If the Medical Director is not local, the proposal should include sufficient information and detail to demonstrate that adequate management can be achieved under the proposal without a local Medical Direction.
    - ☐ All ambulances transporting emergency patients shall be staffed with at least a licensed EMT-paramedic and a licensed EMT-basic.
    - ☐ Vehicles identified as available only for non-emergency call response may be staffed by two (2) basic EMT's.
11. A plan for ensuring compliance with all Injury Prevention/EMS Bureau and /or Public Regulatory Commission requirements, as well as compliance with all other applicable State and Federal laws and regulations, and City ordinances and policies. The offeror shall be authorized and or licensed with the New Mexico Public Regulation Commission, certificate of public conveyance or shall acquire a license prior to engaging to the commencement of the contract.

Non-performance: should the offeror not possess the certificate of public conveyance and necessity, the City and the County would then draw down on the performance bond accordingly.

12. An employment policy statement detailing each classification of personnel, the minimum qualification requirements, pre-employment screening, and evaluation criteria used in hiring; describing orientation procedures and continuing education and training programs; and outlining retention, promotion, discipline, and termination policies.

13. Drug testing policy-illustrating compliance with drug and alcohol free work place environment.
14. An employment policy statement detailing minimum wages or salaries and benefit packages for all personnel categories.
15. A policy regarding intake, investigation, and resolution of complaints for customers, shall be provided to the City and the County for review. When internal procedures do not resolve the complaint with a specific resolution the City Manager/County Manager have the authority to mediate a final resolution.

16. A policy indicating the chain of command of the company that will also define the requirement of a shift supervisor to be in charge of each shift and shall be onsite. This policy should be specific to the titles of all supervisors and indicate the proper procedure to address any and all concerns.

17. A policy outlining the specific maintenance schedule of each emergency response unit. Each unit shall be properly maintained on a regular basis and will function as such. The City Manager/County Manager shall appoint an inspector who shall inspect all ambulance vehicles yearly and at his discretion thereafter, to determine the condition of said vehicle with regard to safety, warning systems, equipment, supplies, basic sanitation, sterility of equipment, and other related requirements as adopted by the City and County. Should the unit not comply with the all standards and requirements set forth by the ambulance standards rule 252 of the New Mexico State Corporation commission; the unit will then be taken out of service and replaced immediately with another unit that complies with standards.

18. The following minimum information regarding past and current company operations should be submitted:

    A. Complete disclosure of all companies and/or subsidiaries, including but not limited to financial statements for the company submitting a proposal for the requested services.
    B. A description of company's background, and number of employees in functional areas, including any experience or contacts within New Mexico.
    C. Brief descriptions of the background of key personnel proposed for the project, including initial and long-term support for the provision of local services.
    D. A description or samples of documents or forms available to users and technical staff for operation of the proposed system.
    E. Evidence that insurance and bond requirements specified in the form contract can be met through reputable providers.
    F. Community service events.
    G. A copy of the certificate of necessity and public convenience showing coverage of the required area of the City of Las Vegas, San Miguel County, and State of New Mexico or State wide authority.
    H. Equipment listing including make, model and year of units to be committed to the City of Las Vegas. At a minimum, two (2) Ambulance units must have 4-Wheel Drive capabilities.
    I. The provider must provide six (6) dedicated ambulances to the City and the County at all times. Three (3) units will cover all emergency medical calls within the city limits and an

additional three (3) units shall provide coverage for all county emergency medical calls.

PERFORMANCE STANDARDS: The Contractor will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City or the County Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
   A. greater than two simultaneous or overlapping emergency / urgent responses within the City; or

   B. greater than four simultaneous or overlapping emergency / urgent responses within the City and the County mutual aide areas; or

   C. two responses dispatched within ten (10) minutes of one another

8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City and the County Management Team on a case by case basis and accepted or rejected by the City Manager, County Manager following a recommendation from the City Management Team.
13. Provide last three (3) years contracts for service in San Miguel, Santa Fe and any and all neighboring counties

PENALTY ASSESSMENT: Penalties will be assessed based upon the following, with any penalties being withheld from Contractor's pending invoices by the City and/or County.

A. Response Time: The maximum emergency response time of 7 minutes maximum has been established for any location within the City Limits. The maximum emergency response time of 14 minute has been established for all rural areas within the County's limits, and may be further defined in the contract with the Contractor.

B. Reporting and Calculating Response Compliance: Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas/ San Miguel County, Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

C. PENALTIES:

- Individual response time penalties of $250.00 per response shall be assessed for each individual response time, which exceeds the individual maximum response time. Penalties shall be paid or offset cost to the appropriate agency (City or County).

- No ambulance available for emergency response, penalty shall equal what would have been billed as the minimum for that call as determined in the sole discretion of the City and/or County.

COMPLIANCE STANDARDS: The Contractor must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, the County and the City in the performance of its duties under the Contract, including the standards of the National Integrated Incident Management System. The City eand/or the County may require the Contractor's personnel to participate in training activities related to the performance of the Contractor's obligations under the contract, including but not limited to training addressing compliance as required under this Article. The Contractor shall not

enter into any Mutual Assistance Agreement without the written approval of the Agreement by the City's Governing Body.

RECORD KEEPING AND REPORTING REQUIREMENTS: The Contractor shall compile, maintain, and make available for inspection and audit upon request by the City, the County or any agency of the State of New Mexico. All records relevant to the services are to be provided under the contract for a period of an additional six (6) years. **Reporting to the City's Governing Body, shall occur on a quarterly basis for the duration of the contract period.**

HOLD HARMLESS AGREEMENT: The Contractor shall defend, indemnify and hold harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 41-4-1 through 41-4-29, as amended, against and from any and all claims, losses, fines, demands, judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from death, bodily or personal injury, damage to property or any other nature arising from or out of, connected with, resulting from or related to the contract and any amendment thereto. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the contract, for negligence, acts errors or omissions to act occurring during the terms of the contract.

SOVEREIGN IMMUNITY: By entering into the contract, the City and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in the contract modifies or waives any provision of the New Mexico Tort Claims Act.

PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City or the County shall be held personally liable under the contract or any extension or renewal thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duty and responsibility.

INSURANCE: The Contractor shall at all times during the term of the contract have and keep in force the following types of insurance in the following amounts, to include indemnification of the City as required by the contract. Each policy shall provide for coverage to extend to all claims arising out of alleged actions or omissions during the coverage period, regardless of whether the coverage has expired prior to the claim being submitted. Each policy shall also include a provision for the insurer to provide notice to the City and the County at least thirty (30) days in advance of any termination of the policy. The limits specified below shall in no way limit the Contractor's liability to the City and the County including its indemnification obligations, arising from the contract.

A. **General Liability Insurance** – for bodily injury (including death) and property damage, which provides limits of not less than One Million Dollars ($1,000,000.00) per injury, and not less than Two Million Dollars ($2,000,000.00) per occurrence.

B. **Medical Malpractice (Errors and Omissions) Insurance** - which provides limits or not less than One Million Dollars ($1,000,000.00) per injury, and not less than Two Million Dollars ($2,000,000.00) per occurrence.

C. **Workers' Compensation Insurance** – which meets the limits, set by the New Mexico Legislature.

Failure to provide proof of adequate insurance upon request shall constitute a material breach of the contract by the Contractor and may be cause for immediate termination of the contract by the City and the County. The Contractor shall furnish the City and the County with a copy of the complaint served upon the Contractor in any lawsuit, which includes allegations arising from, or relating to the contract and/or services provided thereunder.

PERFORMANCE BOND: The Contractor shall be required to post a performance security bond in the amount of [to be determined based upon approximately six (6) months of operating costs based upon the proposal], issued by a reputable company approved by the City and consistent with State Law. The Contractor must provide a continuation certificate at least ninety (90) days prior to the expiration of any performance security bond previously submitted in compliance with this Article. The performance security bond shall be called by the City and/or the County and the full amount of the proceeds of the bond shall be payable to the City and/or the County, in the event of a material breach of the contract by the Contractor. The City shall have the right to take possession of the facilities, vehicles, personnel contracts, and other assets of the provider which are located and assigned to its operations in the City and the County under the contract, and to credit the fair market value of such seized assets against the bond proceeds claimed by the City and/or the County. Any dispute regarding the fair market value of such assets shall be resolved through arbitration.

THIRD PARTY BENEFICIARY: It is agreed between the parties that it is not intended by any of the provisions of any part of the contract to create on the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit based upon the contract.

WAIVER: Any waiver by either party of any breach of any covenant, term, condition or agreement in the contract shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party form declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in the contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

TERMINATION: Either party may terminate the contract upon a material breach committed by the other and failure to correct the same within thirty (30) days of written notice.

ASSIGNMENT: The Contractor shall not assign the contract, or use the services of any subcontractor regarding the services required by the contract, without the prior written consent of the City and the County.

MERGER OF PRIOR AGREEMENTS: The contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the contract. All such conditions, understandings and agreements are merged into the contract. No prior condition, agreement or understanding, verbal or otherwise shall be valid or enforceable unless expressly contained in the contract.

AMENDMENTS: Any amendments to the contract shall be made only in a writing signed by all named parties.

ARBITRATION: In the event that a dispute arises with respect to any of the provisions contained in the contract or any other matter affecting this contractual relationship between the City and the County, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

BINDING EFFECT OF AGREEEMENT: All named parties agree that the terms of the contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors of the contracting parties.

RELEASE: The Contractor, upon final payment of the amount due under the contract for work completed and approved by the City and the County, releases the City and the County, and their officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Contractor agrees not to purport to bind the City or the County to any obligation not expressly assumed herein by the City or the County, unless the Contractor has express written authority from the City and/or the County to do so, and then only strictly within the limits of the expressed written authority.

CRIMINAL PENALTIES: The Procurement Code, NSMA 13-1-25, imposed civil and criminal penalties for its violation. In addition, New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.

NON-DISCRIMINATION: The Contractor shall prevent unlawful discrimination practices on account of race, color, national origin, sex, age, handicap, or religion in all its activities performed under the contract.

CONFLICT OF INTEREST: The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of the contract, which would have the potential to conflict with the performance of the services required under the contract. In the event such a conflict arises, it shall

be brought to the attention of the City of Las Vegas/ San Miguel County and appropriate action acceptable to the City/ San Miguel County shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict interest constitutes default and shall be grounds for termination of the contract by the City. Provide copies of all service complaints for the last three (3) years.

BRIBERY AND KICKBACK: The procurement code of New Mexico, NMSA 13-1-28 through 13-1-199, mandates that all contracts and solicitations to bid, must contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks. The act of bribery of a public official or a public employee, NMSA 30-24-1, is a third degree felony. The act of demanding or receiving a bribe by a public officer or a public employee, NMSA 30-24-2, is a third degree felony. The act of soliciting or receiving illegal kickbacks, NMSA 30-41-1, is a fourth degree felony.

SUBCONTRACTING / MUTUAL AID AGREEMENTS: The Contractor shall not enter into mutual aid agreements with other EMS service providers or agencies. Any and all sub-contracting and or mutual aid agreements shall be arranged and approved by the City's Governing body, the San Miguel County Commissioners, and Alta Vista board.

SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining contract terms, or if the purpose of the contract can no longer be carried out by either party, the contract is voidable and no damages shall accrue to either party.

PARAGRAPH HEADING: Article heading are for convenience and reference and are not intended to limit the scope of any provision of the contract.

GOVERNING LAW: This Contract shall be construed pursuant to the laws of the State of New Mexico, and the parties agree that the proper venue shall be San Miguel County.

NON-APPROPRIATION: The City's obligation to make payment under the terms of the contract is contingent upon its appropriation of sufficient funds to make those payments. If the funds are not appropriated for the continuation of the contract by one of the entities may be amended or terminated, the contract will terminate upon written notice of that effect to the Contractor. The entities determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

In a separate envelope clearly marked with the name of the proposer, RFP No._____ enclosed the following items:

A. Any proposed In-Kind services to be provided by the City under the proposal, consistent with the proposed level of service as represented by the response time information.

B. A proposed annual budget for operations within The City and/or the County, showing salaries, overhead, insurance and bond costs, taxes, profits, and any and all other costs associated with providing the proposed medical transport system, and including estimated increases for the proposed contract period (up to 4 years) consistent with the requested level of service as represented by the response time information.

C. As a required alternate proposal (with multiple proposals being encouraged), a proposed system of payments and annual budget to improve the current level of service, to the City and the County.

In designing one or more alternate proposals to improve the current level of service, the provider should focus on improving patient outcomes, whether through increased transport availability in the system, increased ALS or BLS services, assisting fire districts with training or a combination of these or other strategies.

ADDITIONAL INFORMATION: Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

NOTE: Number of pages should not exceed a total of 15.

WITHDRAWAL OF PROPOSAL: A Proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an offeror, or that has quoted prices of materials to an offeror is not thereby disqualified from submitting a sub proposal or quoting prices to other offerors or making a prime proposal.

OPENING OF PROPOSAL: All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

COMPARISON OF PROPOSALS: The City shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100

by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 25%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform & maintain emergency services on a timely basis.....25%

3. Past record of Performance and Familiarity.....25%

4. Familiarity with City and the C.....25%

AWARD OF CONTRACT: The City and the County reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the contract, and whether it is to the interest of the owner to accept the offer.

BONDS: The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the City and the County. The Bonds must be executed on forms contained in the contract documents.

INSURANCE CERTIFICATE: The offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City and the County upon execution of the Contract.

CONTRACTUAL TERMS: The following contractual terms will be included in any contract entered into by the City and the County and the Contractor selected.

A. Funding: This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

B. Term: The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, the City may, without stating a cause, give notice of its intention to terminate the contract.

EXECUTION OF CONTRACT: The contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the City and/or County. Distribution of the executed forms will be as follows:

A. Contractor
B. City and County
C. Bonding Company

CONTRACT DOCUMENTS: The complete Contract Documents will include the following:

A. Notice to offerors
B. Instructions and Information for offerors
C. Proposal
D. Cost
E. Contract Agreement
F. Performance Bond
G. Labor and materials Payment Bond
H. General conditions and Provisions of the Scope of Service
I. Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

CITY OF LAS VEGAS BUSINESS LICENSE: The successful offeror shall be required to obtain a business license from the City of Las Vegas and San Miguel County before commencing work on the project.

DOCUMENTS TO SUBMIT WITH PROPOSAL: Each offeror shall submit the original and five (5) of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SUPERIOR AMBULANCE SERVICE, INC.**

DBA: **SUPERIOR AMBULANCE SERVICE, INC.**
PO BOX 6482
ALBUQUERQUE, NM 87197-6482

Expires: **04-May-2023**

Certificate Number:

L0056862384

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother- in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: N/A
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

_____ 9/15/2020
Signature Date

CEO
Title (Position)



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Exhibit List

Exhibit A – Answers to "Scope of Work / Specifications"

Exhibit B – Statement meeting "Performance Standards"

Exhibit C – Proposed Offer to Supply Ambulance Services

Exhibit D – Copy of Certificate of Convenience and Public Necessity

Exhibit E – Certificate of Insurance

Exhibit F – Budget and Financial Reports, CONFIDENTIAL

Exhibit G – Mission Statement

Exhibit H – Strategic Plan

Exhibit I – Plan of Operations

Exhibit J – System Status Management Plan

Exhibit K – RFP 2021-04 Additional Information

Exhibit L – Quality Assurance / Improvement, Policies and Procedures

Exhibit M – Drug and Alcohol Policy

Exhibit N – Vehicle List

Exhibit O – Fleet Maintenance Schedule

Exhibit P – Equipment and Supply Inspection Reports

Exhibit Q – Executive Leadership and Staff Overview

Exhibit R – EMT Orientation

Exhibit S – Staff Qualifications, and Employee Credentialing

Exhibit T – Selection Process

Exhibit U – Affirmative Action / Diversity

Exhibit V – Compensation Rules

Exhibit W – Performance Evaluations

Exhibit X – Conflict / Problem Resolution

Exhibit Y – Disciplinary / Corrective Action Policy

Exhibit Z – Local / Area Contracts

EXHIBIT – A

ANSWERS TO

SCOPE OF WORK



Superior Ambulance Service, Inc.
P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Answers to Scope of Work / Specifications

1 – Attached is our corporate Mission Statement, identified as Exhibit - G. As to Superior Ambulances' Strategic Plan to provide services and a review process of improving services, is identified as Exhibit – H.

2 – Superior Ambulances' EMS System Status Management plan for the City of Las Vegas and San Miguel County is attached and identified as Exhibit – J.

3 – Superior Ambulance has an established dedicated communications system for our operation. Our current system is compatible with the City/County and State agencies. We will ensure that we will be able to continue to communicate with all system agencies including the 911 Center. Superior Ambulance will cooperate with all agencies to identify any needs or deficiencies that need to be resolved in meeting the needs of adequate radio communications within the City of Las Vegas and San Miguel County. Superior has an established dedicated non-emergency phone number for facilities to call to schedule non-emergency patient transports. This phone number has been established for the purpose of not burdening the 911 Center with non emergent facility transfers.

4 – Superior Ambulance has established adequate communication resources that ensure the City and County that our ambulances can be communicated with. At minimum we will continue to have 2 methods of communication. The methods established include as a primary method of notification, direct radio communications via the Las Vegas 911 system and State Police, and as a secondary source a pager policy via our main dispatch center located in Albuquerque.

In addition, Superior will continue to maintain our own radio communications and telephone communications, for all non-emergency transportation requests that are not a part of the 911 system.

5 – Superior Ambulance's radios in each ambulance can communicate with all emergency 911 systems in Las Vegas and San Miguel County. In addition, we are capable of communicating with our dispatch center in Albuquerque, and also able to communicate with the responding fire department(s) within our contracted areas. Superior Ambulance will continue to ensure that we will be able to properly communicate via radio to all fire departments in the City of Las Vegas, and the County of San Miguel.

6 – Superior Ambulance has an established response plan for our ambulances in the City of Las Vegas and the County of San Miguel. The plan will consist of a minimum daily staffing level for agreed and contracted ambulances for responses for the City of Las Vegas and the County of San Miguel. If for any reason the call volume unexpectedly increases during the upcoming contract period, and to ensure that the call volume is properly met during the upcoming contract term, Superior Ambulance agrees to review the response data with the City of Las Vegas and the County of San Miguel on an annual basis, or at an agreed upon term as requested by the City and County.

Additionally, we have established a plan to utilize our own system resources by activating ambulances from our Pecos and Santa Fe operations to respond to emergencies in the City and County when the system is in overload. We believe that this will help in keeping resources available within the City and County.

7 - A procedure for non-emergency, non-911 responses has been established that will not interfere with the emergency staffing levels. Non-emergency response requests are answered by our Albuquerque dispatch center and are reviewed for the appropriate dispatch of ambulance crews. When possible, so not to deplete emergency services in the City of Las Vegas and San Miguel County, stable non-

emergency transports that are going into or coming from Las Vegas to other points and places outside of San Miguel County, may be conducted by our Albuquerque or Santa Fe units. For non-emergency transportation services within the City of Las Vegas and San Miguel County, local available ambulances will conduct such transports, provided that the units are available and not on emergency calls, and so we do not deplete services. At no time during a non-emergency transport are emergency staffing levels impacted.

In cases when a non-emergency transport is needed for patients to points outside the City of Las Vegas, and by assigning an ambulance to conduct the transport will impact the services in the City of Las Vegas or the County of San Miguel, Superior will delay the transport and assign the transport to one of our other operations, so not to impact services within the City or County. Additionally, if the transport is deemed an emergency to another facility outside the City, Superior will dispatch a local ambulance, and will supplement coverage with a Pecos unit, or will have the Pecos unit intercept the Las Vegas ambulance so that the ambulance can quickly be put back into service.

8 – Superior Ambulance has an established protocol for dealing with mass casualty incidents (MCI). Our current practices and policies dictate that; Superior staff will respond to all MCI's and upon arrival will report to the Incident Commander and accept their responsibility and/or receive their assignment from the Incident Commander; if upon arrival Superior is the first on scene, and a fire officer is not on scene, Superior will initiate and establish the responsibility of the Incident Commander, once a fire officer is on scene; the Incident Command will be turned over to the fire officer and Superior will then resume emergency operations at the direction of the Incident Commander.

As noted above in the answer to question 6, Superior has recently re-designed a plan of response to assist in ensuring that ambulances' stay within the contracted territory, and not respond outside the contracted areas, thus keeping ambulances' readily available within the City and the County. Within

this plan, we do address having ambulances' from within our own system respond to an MCI or to the City and to have units available to respond to calls for service within the City. By utilizing these additional resources, this will add more ambulances' to the system with little to no notice. This will also assist in meeting the request of being capable to have no degradation in services should an MCI or two, occur within the contracted area.

9 – Most of these requests have been discussed above; Superior will work with the City and the County to identify the specific needs and will implement a plan that will address those needs. As to the proposed Plan of Operations, please refer to Exhibit – I.

10 – The staffing levels and Medical Direction is included in the proposed Operations Plan noted as Exhibit – I.

11 – Superior Ambulance works closely with both the Injury Prevention / EMS Bureau and with the Public Regulation Commission, in-so-much that Chris Archuleta the CEO of Superior has in the past been the Chairperson for the PRC Ambulance Advisory Committee. Further, Superior currently has staff that participates, and is on several committees with the IPEMS Bureau and the NMPRC that affect ambulance transportation regulations in the State of New Mexico.

Superior Ambulance is currently in full compliance with all established laws, rules, and regulations as dictated by the NM Injury Prevention/EMS Bureau, NM Public Regulation Commission, Medicare and Medicaid, and Federal and State laws. In addition, Superior will ensure that our operation will be compliant with City/County ordinances and policies.

Superior ensures that we are in compliance with all Federal and State Regulations by contracting with a Compliance Consultant, David Werfel, who is well known nationally in the ambulance industry, and

is also a consultant to the American Ambulance Association. Mr. Werfel conducts periodical audits of our operation to ensure that we are compliant.

Superior Ambulance properly holds a certificate by the Public Regulation Commission to operate and establish ambulance services in the City of Las Vegas and the County of San Miguel, our certificate is attached to this proposal as Exhibit - D.

12 – Please review Exhibits - S, T, U, V, W, and Y.

13 – Please review Exhibit - M, Superior Ambulance's Drug and Alcohol Policy.

14 – Please review Exhibit – V and Exhibit – S which contains our employee benefits.

15 – Superior Ambulance will comply with providing a copy of all complaints, along with the investigation findings and any resolutions to the City and County Manager's. Please review our current policy identified as Exhibit - X.

16 – Superior Ambulance agrees to this requirement and upon contract assignment will immediately establish a local policy to meet this requirement and will offer to the City and the County the policy for approval prior to its implementation.

17 – Superior Ambulance agrees with this requirement and agrees to working with a City/County assigned inspector as required within this RFP. Attached to our exhibits for your review as Exhibit – O is our Fleet Maintenance intervals. Records as to repairs and maintenance conducted on every ambulance are kept at out Albuquerque Fleet Maintenance shop. These records will be made available for inspection upon any request made by the City or County.

18a – Superior Ambulance Service Inc., has several New Mexico ambulance operations. The corporation is privately-held and the principals are Chris L. Archuleta and Loretta J. Ortiz-Archuleta, both of Albuquerque, NM. All our operations are a subsidiary of the parent corporation and is a NM owned and registered Corporation, see Exhibit - D.

Please refer to Exhibit – F for corporate financial statements.

18b - Superior Ambulance Service Inc. has eight (8) New Mexico ambulance operations. The New Mexico operations are within the following communities; Albuquerque, Santa Fe, Village of Pecos, Las Vegas, Torrance County, Roswell, Grants/Cibola County, and San Miguel County. Our operations are described below;

Superior Ambulance – Albuquerque has been in business for over 46 years since 1974; and under its current ownership since 1994. The Albuquerque operation has several hospital and healthcare provider contracts that specializes with emergency and inter-facility specialized care transports within Albuquerque and the State of New Mexico. This operation consists of 36 ambulances and over 190 employees.

Superior Ambulance – Torrance County was established in 2004 and was developed as a result of the purchase of Med Net Ambulance. We service Torrance County under contract with the County of Torrance and provide emergency 911 services with all ALS units. This operation consists of 3 ambulances and 34 employees.

Superior Ambulance – San Miguel County began services in 2008 as a result of a competitive bid. We service San Miguel County under a performance contract and provide emergency 911 services with all ALS units.

Superior Ambulance – Las Vegas began services in 2008 as a result of a competitive bid. We service the City of Las Vegas under a performance contract and provide emergency 911 services with all ALS units. In addition we provide inter-facility and long distance transports within Las Vegas and parts of New Mexico. This operation consists of 3 ambulances and 24 employees.

Superior Ambulance – Roswell began services in 2008 as a result of a competitive bid. We service the Roswell area under a performance contract and provide emergency 911 services with all ALS units. In addition, the operation provides local and long distance emergency and inter-facility hospital transports within Roswell, the State of New Mexico, and outside the State. This operation consists of eight (8) ambulances and 48 employees.

Superior Ambulance – Santa Fe began services in 2009. We service the Santa Fe area and parts of Central NM hospitals and healthcare providers. We specialize with emergency and inter-facility specialized care transports of patients within Santa Fe and areas throughout New Mexico. Our operation provides all ALS units. This operation consists of 2 ambulances and 16 employees.

Superior Ambulance – Village of Pecos began services in 2011 as a result of the ambulance provider in the area closing, and the community and the State asking Superior to assist them with their lack of ambulance services. Superior Ambulance entered into an agreement to assist the community in rebuilding its ambulance service. We service the community with emergency 911 services with all ALS units. This operation consists of 2 ambulances and 18 employees.

Superior Ambulance – Grants/Cibola County began services in 2018 as a result of a competitive bid. We service the Grants area under a performance contract and provide emergency 911 services with all ALS units. In addition, the operation provides local and long-distance emergency and inter-facility

hospital transports within Grants, the State of New Mexico, and outside the State. This operation consists of three (3) ambulances and 28 employees.

18c – The main management staff of Superior Ambulance consists of several operational department heads, and field managers with extensive EMS and management backgrounds, the main management staff are included in Exhibit – S for your review.

18d – Please refer to Exhibits - L, O, P, and R.

18e – Please refer to Exhibit - E. If additional insurance requirements are needed, Superior will meet those requirements. As to the required bond, Superior will be renewing the bond with our agent Berger Briggs Insurance, and will do so upon the assignment of the new contract.

18f – Superior Ambulance believes in participating with Community Activities, in as much that we volunteer our services and are a Premier Sponsor to the NM Special Olympics every year since 1996, and participate in other community functions such as, American Cancer Society, a Premier Sponsor with the American Lung Association, and an annual Sponsor with Make-A-Wish. Superior, in order to stay a part of the community, will participate with community activities, and will participate in such activities within the City of Las Vegas and the County of San Miguel, including events and services for Senior Affairs, sports events, special events, and community health fairs. Superior has participated over the past years with Alta Vista Hospital providing school age children with school supplies at the beginning of each school year.

18g – Please refer to Exhibit - D for a copy of our Certificate of Convenience and Public Necessity. As you will note Superior Ambulance is not restricted from operating in the City of Las Vegas and San Miguel County.

18h – Currently Superior Ambulance has in service one four-wheel drive ambulance for the current operation, however will meet the RFP request to increase to at minimum 2 ambulances that are 4-wheel capable. During the upcoming contract period, Superior will expect to update and replace 3 ambulances to the fleet. Additionally, Superior has a rigorous fleet maintenance program, and engine replacement policy. Over the past two (2) years every ambulance in the Las Vegas fleet has had an engine replacement with a 200,000-mile warranty. Please refer to Exhibit – N for the current list of assigned ambulances.

18i – Superior is willing to meet the negotiated contract specifications to provide 6 ambulances to the City of Las Vegas and the County of San Miguel.

EXHIBIT – B

STATEMENT MEETING

PERFORMANCE STANDARDS



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Performance Standards

Superior Ambulance Service Inc. acknowledges that we have reviewed and accept the Performance Standards as written on page 11 within the RFP.

Superior is in full agreement of the Response Time requirements with the City of Las Vegas, as written on page 12 within the RFP. The Response Time requirement of 14 minutes within the rural areas of the County seem to be the limit within a designated response zone. Superior reserves our rights to review this in further detail with the County and is willing to work with the County to establish a proper response criterion in all response zones within the rural areas of the County..

Further, Superior is capable of being in full compliance with the remaining standards as noted on page 12 of the RFP, "Penalty Assessment and Compliance Standards".

Respectfully Submitted,

Chris L. Archuleta, CEO / Executive Director

EXHIBIT – C

PROPOSED OFFER

TO SUPPLY

AMBULANCE SERVICES



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Proposal to Supply Ambulance Services For the City of Las Vegas and the County of San Miguel

Thank you for the opportunity to provide you with an offer to continue to provide ambulance services to the citizens and the community of the City of Las Vegas and the County of San Miguel. Our goal at Superior has been to provide the citizens of Las Vegas and San Miguel County with the "Reliable, Dedicated, and Professional Services" they deserve and expect. We believe that our company within the past 12 years has built a relationship between the ambulance service and the Las Vegas and County community. During the past years we wanted everyone to see the professionalism of our company; by how we perform and present ourselves to the community, and we strongly believe that we have met that objective. Additionally, over the past 4 years of our operations in the City and County, we at Superior have been monitoring the ambulance needs and have worked diligently to step up to the challenge to meet those needs. We believe that our dedication and reliability of the past 12 years to the City of Las Vegas and the County of San Miguel will be a sign, of how we'll continue to perform over the next 4 years.

At Superior, we are always looking at how to better our services throughout our operations. As a result, Superior Ambulance has taken great strides in keeping up with "Today's EMS Technology", and in doing so have spent in just the past 3 years over $3.4 million dollars in equipment upgrades, new cardiac monitors; radio communications; miscellaneous medical equipment; and in computers and software in ambulances and in our Dispatch Center. These enhancements show our commitment to be "Accountable" to those citizens and customers we serve.

As a part of our proposal and our continued commitment to the citizens of the City of Las Vegas and the County of San Miguel, we will continue to be a positive partner, and will work at emphasizing the efforts to continue with an EMS Joint Operations Committee that will work at open communications between our service and the agencies involved in EMS within the City of Las Vegas and San Miguel County. We've seen that the inter-agency communications in the communities we currently operate are essential to a positive business relationship, and are a benefit for the citizens of Las Vegas, to whom we serve.

PROPOSAL

Superior Ambulance Service, Inc. hereby proposes to supply ambulance services to the City of Las Vegas the County of San Miguel. The proposal shall include but not limited to the following;

Operations

- Superior Ambulance will supply adequately staffed and properly qualified staff to the City and the County on a 24-hour, 7-day basis, including holidays. Superior will ensure that ambulances are properly staffed at the ALS level with a Paramedic/EMT Basic crew at minimum to respond to emergency calls.
- Superior Ambulance will fully comply with all City, County, State and Federal regulations, and will keep records of such, and make such records available for the City to review.
- Superior Ambulance will properly maintain the ambulance fleet assigned to the contracted areas. The fleet will at minimum consist of the negotiated number of ambulances which two (2) will be 4-wheel drive units for severe weather responses.
- Superior Ambulance will commit to the City and the County that we will work with all EMS operations and hospitals providing services in the City and County, to ensure that constant communication of services and issues are addressed.

- Superior Ambulance will work with the City of Las Vegas and the County of San Miguel to emphasize the efforts to continue with an EMS Joint Operations Committee that will meet periodically to focus on issues such as; operational information, system improvements, operational costs and expenditures, service issues and corrections, contract compliance, and goals and objectives.
- Superior Ambulance anticipates a continued ability to employ from within the community. In addition, Superior will recruit and educate persons from the community to become employees of our service.
- Superior Ambulance will offer on an annual basis, an average of 3 paramedic educational stipends to citizens of the City of Las Vegas and San Miguel County to promote future employment and service needs in the city and the county.

Financial Commitment

- Superior Ambulance agrees to make available, with proper notification, all response and financial records that are pertinent to the contract specifications.
- Superior Ambulance is willing to provide a full disclosure of receivables, expenditures, and applied subsidies to the City and the County. The purpose of this disclosure is for the justification of the annual subsidy, or an adjustment of the subsidy.
- Superior Ambulance will commit to the City and County, that if possible, dependant of actual collectables and receivables; the goal of Superior is to eventually become financially viable, and possibly nondependent of a subsidy.
- Superior Ambulance will negotiate contract specifications on an as necessary basis with the City and the County, in an effort to enhance emergency services in the city and county.

- Superior Ambulance will continue to utilize the approved State Ambulance Tariff, until such tariff is deemed inadequate. Thereafter at the expense of Superior Ambulance, Superior will petition the PRC for a tariff increase. If such a request for increase is necessary, Superior will advise and provide the City and the County with the evidence that will be provided to the PRC of the need to increase the tariff.

Communications

- Superior Ambulance will provide adequate communications equipment, as required by the City and County, and will work with the Dispatch Centers to enhance and improve emergency communications.
- Superior Ambulance will help establish and participate with local EMS oversight committees regarding all communication issues.
- Superior Ambulance will work with the City and County to produce response and transportation reports, in an effort to properly document ambulance utilization within the City of Las Vegas and the County of San Miguel.

Community

- Superior Ambulance will be involved in Community Service events, at minimum of what is described in "Scope of Work Specifications" of the RFP. Our organization believes in becoming a strong community member, and in doing so participates with many community events. Thus, we anticipate becoming a strong community service partner within the city.

Proposed Financial Subsidy

It is the desire of Superior Ambulance to develop a self-sufficient EMS system that meets the needs of the community while attempting to reduce the direct subsidy amount the City and the County pays.

Over the past 12 years of operations in Las Vegas, and in San Miguel County, Superior Ambulance has maintained the operations with no increase in the subsidy originally agreed upon during the initial contract period in 2008. During these 12 years Superior has met all the contract specifications and has consistently met the response time criteria from the original agreements. Our commitment has increased the accountability and reliability of ambulance services to the City of Las Vegas and the County of San Miguel and the entire community we currently serve.

- Based on our operational and fiscal due diligence, and in to adequately supply Emergency Ambulance Services to the citizens of Las Vegas and San Miguel County; Superior respectfully requests that the City and County continue to partially subsidize the ambulance service operation. Superior will ensure to the City and the County that the subsidy will assist in offsetting operational and collection losses.
- Superior Ambulance has made three (3) budgeted proposals, all with different staffing and ambulance options which will result in 3 subsidy options. Superior will negotiate each option to determine the staffing needs of the City and County which will determine the financial subsidy needed from the City and County. Those budgets and options are attached to this Proposal.
- Superior respectfully requests that the negotiated subsidy being proposed for the term of the contract period, payable in twelve (12) monthly payments per year.
- Superior Ambulance further offers the City and the County that if the projected collectables exceeds the projected collection rate in a manner that will increase revenue to Superior where a subsidy can be adjusted to a lower amount; Superior is willing to renegotiate the subsidy amount upon each annual contract renewal period, provided that our net profit does not fall below 8% per year in order for Superior to be fiscally responsible in its ability to provide emergency services.

Anticipated Budget

- Superior Ambulance offers the attached projected 3 budget options for the ambulance operations, which identifies all projected expenditures for the upcoming contract period. Based on our experience, it is foreseen that the operational costs, including salaries, is proportionate to an operation which is urban and rural, similar to the City of Las Vegas and the County of San Miguel operations.

In-Kind

- Superior Ambulance proposes to offer In-Kind Services to the City and the County in the manner of; at minimum, two (2) CE approved annual training sessions for city and county EMT/Firefighters, paid or volunteer, in addition to any additional CE programs offered to Superior's employees within the City of Las Vegas. Local emergency ambulance transportation services to on-duty city and county employees at no cost to the City or County; Emergency ambulance transportation services to on-duty City/County Public Safety employees to the nearest appropriate facility; and Local emergency ambulance transportation services to city and county jail inmates.

With respect to you and the community of the City of Las Vegas and the County of San Miguel, I again sincerely thank you for the opportunity to propose an offer to continue to provide emergency ambulance services to the community.

Respectfully,

Chris L. Archuleta, CEO / Executive Director

PROPOSAL

OPTION - ONE



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

PROPOSED SERVICES
OPTION - ONE

The Proposed Services below may not entirely or fully address the current and future ambulance transportation needs of the City of Las Vegas and the County of San Miguel. This proposal is based only on the basic information provided us in the RFP and with the response knowledge and experience Superior has had in the community the past 12 years. Therefore if there are specific unmet needs that are not covered or offered by Superior Ambulance, we will gladly meet with you and openly discuss your needs, and provide you with a plan to meet those needs to adequately and safely transport your community patients.

This option is based on the requests made within the RFP to staff and provide 6 full-time ambulances, a significant increase over the current ambulance operations.

Superior Ambulance is making the offer below based on the historical response data of an average; 2265 annual responses equaling to 6 daily ambulance responses with an average of 4 transports per day in the City, and 923 annual responses equaling to 3 daily ambulance responses with an average of 2 transports per day in the County, and 886 annual request for service equaling to 2 daily hospital transports. Barring the City response data, both the County and the Hospital are admittedly longer response and transport zones. The stats kept indicate that both the City and the County are consistent annually, while the hospital is increasing their transport requests at an average of 22% per year over the past 3 years. These are known and historical statistics that we can agree that the system as a whole generates 9 transport on average per day. With these known response stats, and with the RFP request of 6 dedicated ambulances, the ambulance utilization will go from 3 responses per ambulance per day to less than 1.5 responses per ambulance per day.

It needs to be explained that adding additional ambulances to a system is not a revenue generator. The number of ambulance responses will not increase by adding more ambulances to the system, in fact the added ambulances are now an added expense. With the added expenses the costs for services of course increase the operational costs and must be passed on to the City and the County with increased subsidies to meet the requested unit and staffing levels requested in this RFP. In basic terms the costs have now increased, and the ambulance utilization per ambulance has now decreased.

Included with this proposal is the known average operating revenue generated within the City and County, as it has been consistent over the past 8 years. Superior Ambulance Service therefore proposes

to meet the ambulance unit and staffing requirements as requested in the RFP and offers the following services to the City of Las Vegas and the County of San Miguel:

- Superior Ambulance will provide 24-hour services with minimum staffed ambulances of 1-EMT and 1-Paramedic.

- Superior Ambulance will provide 6 ambulances, 3 assigned to the city and 3 assigned to the county, 2 of the ambulances being 4-wheel drive capable.

- As a contingency, when an ambulance is not available in Las Vegas to conduct a transport, Superior will dispatch the nearest available ambulance within our operations, either from Pecos or Santa Fe.

Required Financial Subsidy

For Superior Ambulance to make a full service commitment to the City and the County which will include; increased staffing, increasing the number of locally available ambulances, additional training to our Paramedics, long-term continuous training to our staff, regulatory costs to provide advanced skill levels, reliable and advanced medical equipment, continuous medical oversight, and continuous data reporting; Superior Ambulance will require that the City of Las Vegas and the County of San Miguel financially subsidize the ambulance operations at $2,040,000 per year, with monthly payments made of $170,000.

Attached to this proposal for your review is the budget showing all revenues and expenses regarding this offer. If you should have any questions or need additional information, please feel free to contact me.

Respectfully Submitted,

Chris L. Archuleta, CEO/Executive Director

Superior Ambulance of Las Vegas NM

2020 RFP Budget Forecast - Quarterly - 6 Ambulances

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Receipts									
Sales	312,560	312,560	312,560	937,680	937,680	1,875,360	937,680	937,680	3,750,720
Uncollectable Sales	106,270	106,270	106,270	318,811	318,811	637,622	318,811	318,811	1,275,245
Reimbursed Fees		0	0	0	0	0	0	0	0
City Subsidy	170,000	170,000	170,000	510,000	510,000	1,020,000	510,000	510,000	2,040,000
County Subsidy		0	0	0	0	0	0	0	0
Total Receipts	**376,290**	**376,290**	**376,290**	**1,128,869**	**1,128,869**	**2,257,738**	**1,128,869**	**1,128,869**	**4,515,475**
Payments									
Advertising	500	500	500	1,500	1,500	3,000	1,500	1,500	6,000
Accounting Fees	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Amortization Expense		0	0	0	0	0	0	0	0
Bank Fees	435	435	435	1,305	1,305	2,610	1,305	1,305	5,220
Telephone	275	275	275	825	825	1,650	825	825	3,300
Mobile Communications	355	355	355	1,065	1,065	2,130	1,065	1,065	4,260
Computer Software	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Contributions		0	0	0	0	0	0	0	0
Depreciation Expense		0	0	0	0	0	0	0	0
Dues & Subscriptions		0	0	0	0	0	0	0	0
Equipment Lease	1,875	1,875	1,875	5,625	5,625	11,250	5,625	5,625	22,500
Equipment Repairs	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Building Repairs	1,000	1,000	1,000	3,000	3,000	6,000	3,000	3,000	12,000
Business Insurance	10,750	10,750	10,750	32,250	32,250	64,500	32,250	32,250	129,000
Health Insurance	4,875	4,875	4,875	14,625	14,625	29,250	14,625	14,625	58,500
Workers Comp. Insurance	4,220	4,220	4,220	12,660	12,660	25,320	12,660	12,660	50,640
Employee Benefits	1,235	1,235	1,235	3,705	3,705	7,410	3,705	3,705	14,820
Interest Expense		0	0	0	0	0	0	0	0
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous		0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	175	175	175	525	525	1,050	525	525	2,100
Postage	425	425	425	1,275	1,275	2,550	1,275	1,275	5,100
Rent	4,000	4,000	4,000	12,000	12,000	24,000	12,000	12,000	48,000
Salaries - Employees	214,283	214,283	321,425	749,991	642,849	1,392,840	749,991	642,849	2,785,679
Salaries - Officers	8,000	8,000	12,000	28,000	24,000	52,000	28,000	24,000	104,000
Supplies - Medical	4,580	4,580	4,580	13,740	13,740	27,480	13,740	13,740	54,960
Supplies - Operational	700	700	700	2,100	2,100	4,200	2,100	2,100	8,400
Supplies - Pharmacy	2,575	2,575	2,575	7,725	7,725	15,450	7,725	7,725	30,900
Taxes - Federal	1,125	1,125	1,125	3,375	3,375	6,750	3,375	3,375	13,500
Taxes - Payroll	5,500	5,500	30,008	41,008	16,500	57,508	41,008	16,500	115,016
Taxes - State	1,450	1,450	1,450	4,350	4,350	8,700	4,350	4,350	17,400
Taxes - Property		0	0	0	0	0	0	0	0
Taxes - Sales	31,608	31,608	31,608	94,825	94,825	189,650	94,825	94,825	379,300
Training Expenses		0	0	0	0	0	0	0	0
Travel & Entertainment		0	0	0	0	0	0	0	0
Uniforms & Laundry	1,775	1,775	1,775	5,325	5,325	10,650	5,325	5,325	21,300
Utilities	825	825	825	2,475	2,475	4,950	2,475	2,475	9,900

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	5,145	5,145	5,145	15,435	15,435	30,870	15,435	15,435	61,740
Vehicle Expense - Repairs	4,575	4,575	4,575	13,725	13,725	27,450	13,725	13,725	54,900
Vehicle Expense - Maintenance	1,800	1,800	1,800	5,400	5,400	10,800	5,400	5,400	21,600
Vehicle Expense - Tires	1,250	1,250	1,250	3,750	3,750	7,500	3,750	3,750	15,000
Vehicle Expense - Towing	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Vehicle Lease Payments	10,550	10,550	10,550	31,650	31,650	63,300	31,650	31,650	126,600
Archuleta LOC		0	0	0	0	0	0	0	0
Bank Loan Repayments		0	0	0	0	0	0	0	0
Contract Services	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases		0	0	0	0	0	0	0	0
Asset Loan Payment		0	0	0	0	0	0	0	0
Miscellaneous		0	0	0	0	0	0	0	0
Total Payments	**332,456**	**332,456**	**468,106**	**1,133,019**	**997,369**	**2,130,388**	**1,133,019**	**997,369**	**4,260,775**
Cashflow Surplus/Deficit (-)	**43,833**	**43,833**	**(91,816)**	**(4,150)**	**131,500**	**127,350**	**(4,150)**	**131,500**	**254,700**
Opening Cash Balance	**0**	**43,833**	**87,667**	**(4,150)**	**(4,150)**	**(8,300)**	**(4,150)**	**(4,150)**	
Closing Cash Balance	**43,833**	**87,667**	**(4,150)**	**(8,300)**	**127,350**	**119,050**	**(8,300)**	**127,350**	

PROPOSAL

OPTION - TWO



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

PROPOSED SERVICES
OPTION - TWO

This option is based on the requests made within the RFP to staff and provide 6 full-time ambulances, a significant increase over the current ambulance operations. However, we believe that there are other options that should be considered, therefore we are making 2 other options to consider that may be more cost effective to the City and County, versus the RFP requested number of 6 ambulances. This offer is made keeping the same number of ambulances as today for the City and the County at 3 ambulances.

The Proposed Services below may not entirely or fully address the current and future ambulance transportation needs of the City of Las Vegas and the County of San Miguel. This proposal is based only on the basic information provided us in the RFP and with the response knowledge and experience Superior has had in the community the past 12 years. Therefore if there are specific unmet needs that are not covered or offered by Superior Ambulance, we will gladly meet with you and openly discuss your needs, and provide you with a plan to meet those needs to adequately and safely transport your community patients.

Superior Ambulance is making the offer below based on the historical response data of an average; 2265 annual responses equaling to 6 daily ambulance responses with an average of 4 transports per day in the City, and 923 annual responses equaling to 3 daily ambulance responses with an average of 2 transports per day in the County, and 886 annual request for service equaling to 2 daily hospital transports. Barring the City response data, both the County and the Hospital are admittedly longer response and transport zones. The stats kept indicate that both the City and the County are consistent annually, while the hospital is increasing their transport requests at an average of 22% per year over the past 3 years. These are known and historical statistics that we can agree that the system as a whole generates 9 transport on average per day. With these known response stats, and with the RFP request of 6 dedicated ambulances, the ambulance utilization will remain at 3 responses per ambulance per day, very cost effective versus with 6 ambulance it being less than 1.5 responses per ambulance.

Included with this proposal is the known average operating revenue generated within the City and County, as it has been consistent over the past 8 years. Superior Ambulance Service therefore proposes to meet the ambulance unit and staffing requirements as requested in the RFP and offers the following services to the City of Las Vegas and the County of San Miguel;

- Superior Ambulance will provide 24-hour services with minimum staffed ambulances of 1-EMT and 1-Paramedic.

- Superior Ambulance will provide 3 ambulances, the 3 will be assigned to the city and to the county on a system status basis, 2 of the ambulances being 4-wheel drive capable.

- As a contingency, when an ambulance is not available in Las Vegas to conduct a transport, Superior will dispatch the nearest available ambulance within our operations, either from Pecos or Santa Fe.

Required Financial Subsidy

We would also like to bring to the table that both the City and County have not had any subsidy increases since the first contracts in 2008. Today as we review the options, we are looking at a lot of financial factors that were not present over the past years such as the upcoming minimum wage increases, insurance increases, vehicle costs and replacements, benefits increases, and sustainability.

Although keeping the ambulances at the same level of 3 units, there is still a need for a subsidy and an increase, as for Superior to make a full service commitment to the City and the County which will include; increased staffing costs, increasing the costs to replace and maintain ambulances, additional training to our Paramedics, long-term continuous training to our staff, regulatory costs to provide advanced skill levels, reliable and advanced medical equipment, continuous medical oversight, and continuous data reporting; Superior Ambulance will require that the City of Las Vegas and the County of San Miguel financially subsidize the ambulance operations at $420,000 per year, with monthly payments made of $35,000.

Attached to this proposal for your review is the budget showing all revenues and expenses regarding this offer. If you should have any questions or need additional information, please feel free to contact me.

Respectfully Submitted,

Chris L. Archuleta, CEO/Executive Director

Superior Ambulance of Las Vegas NM

2020 RFP Budget Forecast - Quarterly - 3 Ambulances

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Receipts									
Sales	312,560	312,560	312,560	937,680	937,680	1,875,360	937,680	937,680	3,750,720
Uncollectable Sales	106,270	106,270	106,270	318,811	318,811	637,622	318,811	318,811	1,275,245
Reimbursed Fees		0	0	0	0	0	0	0	0
City Subsidy	35,000	35,000	35,000	105,000	105,000	210,000	105,000	105,000	420,000
County Subsidy		0	0	0	0	0	0	0	0
Total Receipts	**241,290**	**241,290**	**241,290**	**723,869**	**723,869**	**1,447,738**	**723,869**	**723,869**	**2,895,475**
Payments									
Advertising	500	500	500	1,500	1,500	3,000	1,500	1,500	6,000
Accounting Fees	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Amortization Expense		0	0	0	0	0	0	0	0
Bank Fees	435	435	435	1,305	1,305	2,610	1,305	1,305	5,220
Telephone	275	275	275	825	825	1,650	825	825	3,300
Mobile Communications	355	355	355	1,065	1,065	2,130	1,065	1,065	4,260
Computer Software	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Contributions		0	0	0	0	0	0	0	0
Depreciation Expense		0	0	0	0	0	0	0	0
Dues & Subscriptions		0	0	0	0	0	0	0	0
Equipment Lease	1,325	1,325	1,325	3,975	3,975	7,950	3,975	3,975	15,900
Equipment Repairs	525	525	525	1,575	1,575	3,150	1,575	1,575	6,300
Building Repairs	1,000	1,000	1,000	3,000	3,000	6,000	3,000	3,000	12,000
Business Insurance	7,670	7,670	7,670	23,010	23,010	46,020	23,010	23,010	92,040
Health Insurance	2,385	2,385	2,385	7,155	7,155	14,310	7,155	7,155	28,620
Workers Comp. Insurance	2,170	2,170	2,170	6,510	6,510	13,020	6,510	6,510	26,040
Employee Benefits	625	625	625	1,875	1,875	3,750	1,875	1,875	7,500
Interest Expense		0	0	0	0	0	0	0	0
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous		0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	175	175	175	525	525	1,050	525	525	2,100
Postage	425	425	425	1,275	1,275	2,550	1,275	1,275	5,100
Rent	4,000	4,000	4,000	12,000	12,000	24,000	12,000	12,000	48,000
Salaries - Employees	107,142	107,142	160,713	374,997	321,426	696,423	374,997	321,426	1,392,846
Salaries - Officers	8,000	8,000	12,000	28,000	24,000	52,000	28,000	24,000	104,000
Supplies - Medical	3,975	3,975	3,975	11,925	11,925	23,850	11,925	11,925	47,700
Supplies - Operational	550	550	550	1,650	1,650	3,300	1,650	1,650	6,600
Supplies - Pharmacy	1,780	1,780	1,780	5,340	5,340	10,680	5,340	5,340	21,360
Taxes - Federal	1,125	1,125	1,125	3,375	3,375	6,750	3,375	3,375	13,500
Taxes - Payroll	3,350	3,350	15,544	22,244	10,050	32,294	22,244	10,050	64,588
Taxes - State	1,150	1,150	1,150	3,450	3,450	6,900	3,450	3,450	13,800
Taxes - Property		0	0	0	0	0	0	0	0
Taxes - Sales	20,268	20,268	20,268	60,805	60,805	121,610	60,805	60,805	243,220
Training Expenses		0	0	0	0	0	0	0	0
Travel & Entertainment		0	0	0	0	0	0	0	0
Uniforms & Laundry	1,175	1,175	1,175	3,525	3,525	7,050	3,525	3,525	14,100
Utilities	825	825	825	2,475	2,475	4,950	2,475	2,475	9,900

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	3,875	3,875	3,875	11,625	11,625	23,250	11,625	11,625	46,500
Vehicle Expense - Repairs	3,670	3,670	3,670	11,010	11,010	22,020	11,010	11,010	44,040
Vehicle Expense - Maintenance	1,200	1,200	1,200	3,600	3,600	7,200	3,600	3,600	14,400
Vehicle Expense - Tires	950	950	950	2,850	2,850	5,700	2,850	2,850	11,400
Vehicle Expense - Towing	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Vehicle Lease Payments	10,550	10,550	10,550	31,650	31,650	63,300	31,650	31,650	126,600
Archuleta LOC		0	0	0	0	0	0	0	0
Bank Loan Repayments		0	0	0	0	0	0	0	0
Contract Services	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases		0	0	0	0	0	0	0	0
Asset Loan Payment		0	0	0	0	0	0	0	0
Miscellaneous		0	0	0	0	0	0	0	0
Total Payments	**197,295**	**197,295**	**267,060**	**661,651**	**591,886**	**1,253,537**	**661,651**	**591,886**	**2,507,074**
Cashflow Surplus/Deficit (-)	**43,994**	**43,994**	**(25,771)**	**62,218**	**131,983**	**194,200**	**62,218**	**131,983**	**388,401**
Opening Cash Balance	**0**	**43,994**	**87,989**	**62,218**	**62,218**	**124,435**	**62,218**	**62,218**	
Closing Cash Balance	**43,994**	**87,989**	**62,218**	**124,435**	**194,200**	**318,636**	**124,435**	**194,200**	

PROPOSAL

OPTION - THREE



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

PROPOSED SERVICES
OPTION - THREE

This option we believe is the best option to consider and is based on the hospital transports and their annual increased requests, thus we believe that we need to increase the number of available ambulances to the community.

The request made within the RFP to staff and provide 6 full-time ambulances, a significant increase over the current ambulance operations is not fiscally feasible. We however believe that there are other options that should be considered, therefore we are making 2 other options to consider that may be more cost effective to the City and County, versus the RFP requested number of ambulances as 6. This offer is made increasing the number of ambulances from 3 to 4 for the City and the County. This will make an additional ambulance available for the hospital transports keeping 3 available in the City and County.

The Proposed Services below may not entirely or fully address the current and future ambulance transportation needs of the City of Las Vegas and the County of San Miguel. This proposal is based only on the basic information provided us in the RFP and with the response knowledge and experience Superior has had in the community the past 12 years. Therefore if there are specific unmet needs that are not covered or offered by Superior Ambulance, we will gladly meet with you and openly discuss your needs, and provide you with a plan to meet those needs to adequately and safely transport your community patients.

Superior Ambulance is making the offer below based on the historical response data of an average; 2265 annual responses equaling to 6 daily ambulance responses with an average of 4 transports per day in the City, and 923 annual responses equaling to 3 daily ambulance responses with an average of 2 transports per day in the County, and 886 annual request for service equaling to 2 daily hospital transports. Barring the City response data, both the County and the Hospital are admittedly longer response and transport zones. The stats kept indicate that both the City and the County are consistent annually, while the hospital is increasing their transport requests at an average of 22% per year over the past 3 years. These are known and historical statistics that we can agree that the system as a whole generates 9 transport on average per day. With these known response stats, and with the RFP request of 6 dedicated ambulances, the ambulance utilization with 4 ambulances will go to near 3 responses per ambulance per day, near the same utilization as with the current 3 ambulances.

Included with this proposal is the known average operating revenue generated within the City and County, as it has been consistent over the past 8 years. Superior Ambulance Service therefore proposes to meet the ambulance unit and staffing requirements as requested in the RFP and offers the following services to the City of Las Vegas and the County of San Miguel;

- Superior Ambulance will provide 24-hour services with minimum staffed ambulances of 1-EMT and 1-Paramedic.

- Superior Ambulance will provide 4 ambulances, the 4 will be assigned to the city and to the county on a system status basis, 2 of the ambulances being 4-wheel drive capable.

- As a contingency, when an ambulance is not available in Las Vegas to conduct a transport, Superior will dispatch the nearest available ambulance within our operations, either from Pecos or Santa Fe.

Required Financial Subsidy

Again, we would like to remind you that both the City and County have not had any subsidy increases since the first contracts in 2008. Today as we review the options, we are looking at a lot of financial factors that were not present over the past years such as the upcoming minimum wage increases, insurance increases, vehicle costs and replacements, benefits increases, and sustainability.

Increasing the ambulances to a level of 4 units will require a larger subsidy contribution versus the 3 ambulances. However the increased number of ambulances would better provide for the community. For Superior to make a full service commitment to the City and the County which will include; increased staffing costs, increasing the costs to replace and maintain ambulances, additional training to our Paramedics, long-term continuous training to our staff, regulatory costs to provide advanced skill levels, reliable and advanced medical equipment, continuous medical oversight, and continuous data reporting; Superior Ambulance will require that the City of Las Vegas and the County of San Miguel financially subsidize the ambulance operations at $780,000 per year, with monthly payments made of $65,000.

Attached to this proposal for your review is the budget showing all revenues and expenses regarding this offer. If you should have any questions or need additional information, please feel free to contact me.

Respectfully Submitted,

Chris L. Archuleta, CEO/Executive Director

Superior Ambulance of Las Vegas NM

2020 RFP Budget Forecast - Quarterly - 4 Ambulances

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Receipts									
Sales	312,560	312,560	312,560	937,680	937,680	1,875,360	937,680	937,680	3,750,720
Uncollectable Sales	106,270	106,270	106,270	318,811	318,811	637,622	318,811	318,811	1,275,245
Reimbursed Fees		0	0	0	0	0	0	0	0
City Subsidy	65,000	65,000	65,000	195,000	195,000	390,000	195,000	195,000	780,000
County Subsidy		0	0	0	0	0	0	0	0
Total Receipts	**271,290**	**271,290**	**271,290**	**813,869**	**813,869**	**1,627,738**	**813,869**	**813,869**	**3,255,475**
Payments									
Advertising	500	500	500	1,500	1,500	3,000	1,500	1,500	6,000
Accounting Fees	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Amortization Expense		0	0	0	0	0	0	0	0
Bank Fees	435	435	435	1,305	1,305	2,610	1,305	1,305	5,220
Telephone	275	275	275	825	825	1,650	825	825	3,300
Mobile Communications	355	355	355	1,065	1,065	2,130	1,065	1,065	4,260
Computer Software	975	975	975	2,925	2,925	5,850	2,925	2,925	11,700
Contributions		0	0	0	0	0	0	0	0
Depreciation Expense		0	0	0	0	0	0	0	0
Dues & Subscriptions		0	0	0	0	0	0	0	0
Equipment Lease	1,325	1,325	1,325	3,975	3,975	7,950	3,975	3,975	15,900
Equipment Repairs	525	525	525	1,575	1,575	3,150	1,575	1,575	6,300
Building Repairs	1,000	1,000	1,000	3,000	3,000	6,000	3,000	3,000	12,000
Business Insurance	7,670	7,670	7,670	23,010	23,010	46,020	23,010	23,010	92,040
Health Insurance	3,165	3,165	3,165	9,495	9,495	18,990	9,495	9,495	37,980
Workers Comp. Insurance	2,935	2,935	2,935	8,805	8,805	17,610	8,805	8,805	35,220
Employee Benefits	875	875	875	2,625	2,625	5,250	2,625	2,625	10,500
Interest Expense		0	0	0	0	0	0	0	0
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous		0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	175	175	175	525	525	1,050	525	525	2,100
Postage	425	425	425	1,275	1,275	2,550	1,275	1,275	5,100
Rent	4,000	4,000	4,000	12,000	12,000	24,000	12,000	12,000	48,000
Salaries - Employees	142,855	142,855	214,283	499,993	428,565	928,558	499,993	428,565	1,857,115
Salaries - Officers	8,000	8,000	12,000	28,000	24,000	52,000	28,000	24,000	104,000
Supplies - Medical	3,975	3,975	3,975	11,925	11,925	23,850	11,925	11,925	47,700
Supplies - Operational	550	550	550	1,650	1,650	3,300	1,650	1,650	6,600
Supplies - Pharmacy	1,780	1,780	1,780	5,340	5,340	10,680	5,340	5,340	21,360
Taxes - Federal	1,125	1,125	1,125	3,375	3,375	6,750	3,375	3,375	13,500
Taxes - Payroll	3,350	3,350	20,365	27,065	10,050	37,115	27,065	10,050	74,231
Taxes - State	1,150	1,150	1,150	3,450	3,450	6,900	3,450	3,450	13,800
Taxes - Property		0	0	0	0	0	0	0	0
Taxes - Sales	22,788	22,788	22,788	68,365	68,365	136,730	68,365	68,365	273,460
Training Expenses		0	0	0	0	0	0	0	0
Travel & Entertainment		0	0	0	0	0	0	0	0
Uniforms & Laundry	1,175	1,175	1,175	3,525	3,525	7,050	3,525	3,525	14,100
Utilities	825	825	825	2,475	2,475	4,950	2,475	2,475	9,900

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	3,875	3,875	3,875	11,625	11,625	23,250	11,625	11,625	46,500
Vehicle Expense - Repairs	3,670	3,670	3,670	11,010	11,010	22,020	11,010	11,010	44,040
Vehicle Expense - Maintenance	1,200	1,200	1,200	3,600	3,600	7,200	3,600	3,600	14,400
Vehicle Expense - Tires	950	950	950	2,850	2,850	5,700	2,850	2,850	11,400
Vehicle Expense - Towing	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Vehicle Lease Payments	10,550	10,550	10,550	31,650	31,650	63,300	31,650	31,650	126,600
Archuleta LOC		0	0	0	0	0	0	0	0
Bank Loan Repayments		0	0	0	0	0	0	0	0
Contract Services	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases		0	0	0	0	0	0	0	0
Asset Loan Payment		0	0	0	0	0	0	0	0
Miscellaneous		0	0	0	0	0	0	0	0
Total Payments	**237,323**	**237,323**	**329,766**	**804,413**	**711,970**	**1,516,383**	**804,413**	**711,970**	**3,032,766**
Cashflow Surplus/Deficit (-)	**33,966**	**33,966**	**(58,477)**	**9,456**	**101,899**	**111,355**	**9,456**	**101,899**	**222,709**
Opening Cash Balance	**0**	**33,966**	**67,933**	**9,456**	**9,456**	**18,912**	**9,456**	**9,456**	
Closing Cash Balance	**33,966**	**67,933**	**9,456**	**18,912**	**111,355**	**130,267**	**18,912**	**111,355**	

EXHIBIT – D

PRC CERTIFICATE

DOCKET NO. 97-517-TRT

CERTIFICATE NO. 8616

STATE CORPORATION COMMISSION OF NEW MEXICO

Certificate of Public Convenience & Necessity

SUPERIOR AMBULANCE, INC.
P.O. BOX 6482
ALBUQUERQUE, NM 87107

SERVICE: NON-SCHEDULED
ROUTE: IRREGULAR

AUTHORITY: AMBULANCE

DESCRIPTION:
TRANSPORTATION OF INCAPACITATED, HANDICAPS, CONVALESCENTS AND TRANSFERS NEEDING ASSISTANCE IN AMBULATING TO AND FROM AND GETTING IN AND OUT OF SPECIAL VEHICLES BECAUSE OF PHYSICALLY HANDICAPPED CONDITIONS SICK AND INJURED UNDER NON-EMERGENCY MEDICAL TRANSPORTATION OF ANY NATURE, BETWEEN POINTS AND PLACES IN THE STATE OF NEW MEXICO. (EXCEPT THAT SUCH SHALL NOT INCLUDE ANY SUCH TRANSPORTATION FROM POINTS OR PLACES WITHIN THE COUNTIES OF DONA ANA, SIERRA, HIDALGO, LUNA AND FURTHER FROM POINTS AND PLACES WITHIN THE COUNTIES OF CIBOLA AND MCKINLEY COUNTIES,NEW MEXICO, SUCH SHALL NOT PREVENT TRANSPORTATION FROM POINTS AND PLACES IN OTHER COUNTIES TO POINTS AND PLACES IN DONA ANA, SIERRA, HIDALGO, LUNA, CIBOLA AND MCKINLEY COUNTIES, NEW MEXICO).
TRANSPORTATION OF SICK, INJURED AND INCAPACITATED PERSONS, BETWEEN POINTS AND PLACES THROUGHOUT THE STATE OF NEW MEXICO. EQUIPMENT TO BE STATIONED IN ALBUQUERQUE, NEW MEXICO. (RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES IN TAOS COUNTY; RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES WITHIN THE JURISDICTION OF THE CITY OF SANTA FE; RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES IN VALENCIA COUNTY; RESTRICTED FURTHER AGAINST THE EMEGENCY TRANSPORTATION OF PERSONS FROM POINTS AND PLACES IN VALENCIA COUNTY TO POINTS IN NEW MEXICO ONLY; RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES IN DONA ANA COUNTY; RESTRICTED AGAINST THE

ATTEST:

ORLANDO L. ROMERO CHIEF CLERK

JEROME D. BLOCK, CHAIRMAN

ERIC P. SERNA, COMMISSIONER

BILL POPE, COMMISSIONER

DOCKET NO. 97-517-TRT CERTIFICATE NO. 8616

EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES IN RIO ARRIBA COUNTY; RESTRICTED FURTHER AGAINST THE TRANSPORTATION OF PERSONS TO POINTS AND PLACES AT THE POINT OF INTERSECTION OF NEW MEXICO STATE RD. 30, AND SOUTHERLY ON NEW MEXICO STATE ROAD 4, EASTERLY TO THE INTERSECT POINT OF U.S. HWY 84 AND 285 AT POJOAQUE, CONTINUING NORTHEASTERLY TO CUNDIYO, HENCE TO THE SOUTHERN INTERSECT POINT OF RIO ARRIBA COUNTY LINE, HERETO WESTERLY FOLLOWING THE SOUTHERLY BOUNDARIES AT RIO ARRIBA COUNTY TO POINT AND PLACE OF ORIGIN; RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS AND PLACES IN TORRANCE COUNTY;RESTRICTED AGAINST THE EMERGENCY TRANSPORTATION OF PERSONS BETWEEN POINTS & PLACES WITHIN THE TOWN OF BERNALILLO, VILLAGE OF ALGODONES, VILLAGE OF PLACITAS.

THIS CERTIFICATE SHALL REMAIN IN EFFECT FROM AND AFTER DATE HEREOF, SUBJECT TO APPLICABLE PROVISIONS OF THE NEW MEXICO MOTOR CARRIER ACT AND THE RULES, REGULATIONS AND REQUIREMENTS PRESCRIBED THEREUNDER AND ISSUED PURSUANT TO THE COMMISSION'S FINAL ORDER DATED JANUARY 20, 1998.

DONE THIS 9th DAY OF Feb, 1998

EXHIBIT – E

CERTIFICATE

OF

INSURANCE

SUPERIAM01 VMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member
4333 Pan American Fwy NE, Suite A
Albuquerque, NM 87107

CONTACT NAME: Ann T. Skelley
PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No):
E-MAIL ADDRESS: askelley@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Superior Ambulance Service, Inc
P.O. Box 6482
Albuquerque, NM 87197

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LPK 4550019-01	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY			ACA 4550019-01	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB 0000087-02	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0099882.102	6/1/2020	6/1/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			LPL 4550019-01	4/1/2020	4/1/2021	Each Claim	1,000,000
A	Professional Liab.			LPL 4550019-01	4/1/2020	4/1/2021	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Superior Ambulance Service, Inc.
FOR INSURED'S RECORD ONLY
PO Box 6482
Albuquerque, NM 87197

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT – F

CONFIDENTIAL

BUDGET & FINANCIAL

REPORTS

Date: 9/12/2020

Balance Statement - Superior Ambulance Service, Inc.

CONFIDENTIAL

YTD as of July 31, 2020

Receipts	
Sales	11,088,667
Returns & Allowances	
Sale of Equipment	
Other	
Total Receipts	**11,088,667**
Payments	
Communications - Radios	17,843
Legal fees	61,227
Salaries and wages	6,355,278
Employee benefits	72,456
Workers Compensation Insurance	138,762
Business Insurance	731,967
Pharmacy expense	26,771
Repairs and maintenance - Ambulance	322,618
Repairs and maintenance - Equipment	100,862
Travel	736
Telephone	36,528
Licenses and fees	9,775
Office / Operations expense	186,638
Advertising	7,662
Fuel	276,773
Professional fees	46,633
Training and development	26,774
Laundry & Uniforms	17,664
Utilities	47,885
Medical supplies	86,739
Rent	188,525
Tax payments - GRT - 940 - 941	964,337
Depreciation	876,335
Equipment Lease/Rental	65,338
Total Payments	**10,666,126**
Cashflow Surplus/Deficit (-)	**422,541**

Date: 9/12/2020

Financial Statement - Superior Ambulance Service, Inc.
As of July 31, 2020



ASSETS	
Current Assets	
Cash	678,331
Marketable securities	
Accounts receivable, net	4,378,874
Inventory	672,339
Prepaid expenses	
Other	
Total Current Assets	**5,729,544**
Long-Term Assets	
Property, plant, and equipment	6,752,361
Less accumulated depreciation	3,677,853
Net property, plant, and equipment	3,074,508
Other long-term assets	889,562
Total Long-Term Assets	**3,964,070**
Total Assets	**9,693,614**
LIABILITIES AND SHAREHOLDERS' EQUITY	
Current Liabilities	
Short-term debt	176,538
Current maturities of long-term debt	
Accounts payable	
Income taxes payable	
Accrued liabilities	
Other	
Total Current Liabilities	**176,538**
Long-Term Liabilities	
Long-term debt less current maturities	766,458
Deferred income taxes	
Other long-term liabilities	
Total Long-Term Liabilities	**766,458**
Shareholders' Equity	
Common stock	610,000
Additional paid-in capital	
Retained earnings	2,876,377
Other	
Total Shareholders' Equity	**3,486,377**
Assets minus Liabilities = Net Worth	**5,264,241**

EXHIBIT – G

MISSION STATEMENT

Superior Ambulance Service, Inc.

Mission Statement

The mission of Superior Ambulance Service, Inc. is to provide comprehensive, pre-hospital care and transportation to the community, businesses, medical facilities, and residents of the area we serve, while promoting financial stability and individual growth for our employees.

Statement of Goals

- To provide emergency and non-emergency ambulance services to the designated areas of Albuquerque, and the State of New Mexico, our primary service area.
- To provide ambulance services, both emergency and non-emergency, in areas outside of the above primary service areas, as requested, only to the extent necessary to provide for a secure economic base, or to provide for improved service to our primary service area.

Quality Improvements and Responsibility

- Through direct supervision and peer review, Superior shall assume the leadership role in assuring that high quality, pre-hospital care services are provided and are responsive to the needs of our primary service area.
- To emphasize quality improvement activities which will continuously improve the quality of patient care and satisfaction.
- To promote total quality management to ensure continuous improvements, respect for individuals, open communication, and team work.
- To be a leader in pre-hospital care services.

Employee Growth

- To provide an atmosphere which allows employees to grow, both personally and professionally.
- To provide an atmosphere in which our staff, through total quality management, has input towards organizational policies and directives.
- To maintain a leadership position within the private ambulance industry, in the areas of total compensation and quality of work for our employees.

EXHIBIT – H

STRATEGIC PLAN



Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Strategic Plan

During the past contract period with the City of Las Vegas and the County of San Miguel, Superior Ambulance has been tasked with challenges within the system due to Alta Vista Hospital transferring more patients than before to facilities in Santa Fe and in Abuquerque. In addition, an adjoining county has failed to meet their local responsibilities, and have requested that Superior respond with a mutual aid request. Superior has had to take a hard stand to re-evaluate the system to meet the need of the City of Las Vegas and the County of San Miguel. We as a result involved the PRC to enforce the adjoining county to fulfill their own responsibility to their community, and to not rely on Superior. Additionally, we have been vigorously working with Alta Vista Hospital to better coordinate their out of town transports, facilitating our ability to utilize our Santa Fe and Albuquerque operations to transport patients, thus not taking ambulances out of the Las Vegas and County operation, allowing Superior to stay in contracted area meeting the community need for services. Superior, together with the City, the County and Alta Vista Hospital have met quarterly to discuss the system issues and needs to work as a true system to better the EMS operations in Las Vegas and the County of San Miguel. This has become a very useful work group, as it has opened a community dialogue between the agencies to ensure that we as an EMS System are meeting the emergency needs for our community, the City of Las Vegas and San Miguel County.

Superior Ambulance will continue to review throughout the term of the contract, the emergency ambulance system needs with the City and County to ensure that emergency service needs are being met within the community. When additional needs are identified, Superior will provide the City and

County a "System Analysis" report that will identify a system deficiency or need and will provide within the report a plan to address and correct an identified deficiency or need. The plan will at minimum identify a description of all operational needs; an action plan, including a timetable; a cost analysis; and a completion report identifying to the City and County that the deficiency or need has been met.

When a System Analysis report has been presented to the City and County, the report will continuously be reviewed with the City and County on an as needed basis, but no less than quarterly to ensure that the changes have successfully been made, and that no additional enhancements are necessary.

Superior Ambulance will have a continuous Strategic Plan during the entire contract period. The Strategic Plan will at minimum consist of reviewing; system communications needs; response issues; employee training; disaster training; mutual aid issues; recruitment and retention of EMT's; new EMT/Paramedic training needs; system enhancements; equipment issues; Federal Grant reviews; medical and government compliance; inter-agency relations development; and the development of a Joint Operations Committee that will focus on the emergency ambulance system operations.

Our focus during this upcoming contract period will be to further grow our system operations within the City of Las Vegas and the County of San Miguel, and to build upon the foundation built over the past 12 years. Superior will continue to be a strong partner with the City and the County and will remain an accountable partner the City and County can rely on for years to come. Some factors we expect to see over the next 4 years is a continuous increase for calls for service from an aging

community. Additionally, we expect the healthcare system to take some major alternative avenues in healthcare due to new Federal mandates that will be implemented over the next several years due to the Affordable Care Act, and the unknown changes in healthcare due to the current administrations attempt to modify or eliminate the Affordable Care Act. Superior will work diligently with the City and the County to ensure that these mandates will minimally affect operations.

Attached to this Strategic Plan is our 2019 – 2021 Corporate Philosophy and Commitment statement that incorporates much of our system strategic commitments.

Superior Ambulance Service Inc.
Corporate Philosophy & Commitment
Years 2019 - 2021

Purpose and Commitments

Superior Ambulance Service (SAS) commits to provide initial care for patients in a medical emergency and during a medical transport to ensure both emergency and non-emergency patients access appropriate levels of health care.

Our purpose is to:
Improve the health of the communities we service, by providing high quality pre-hospital care and medical transport.

In fulfilling this purpose, SAS is committed to:
- Providing an appropriate response to all requests for service
- Developing our services to improve patient outcomes, based on the best available evidence
- Delivering services efficiently and cost effectively
- Collaborating with other area service providers and the community to improve health system performance
- Minimizing risks to the safety of patients and staff
- Safeguarding patient confidentiality and privacy
- Addressing issues raised by the community about our services
- Respecting the values of all members of the community
- Recognizing and valuing staff and their contributions.

Overview of Services

SAS's primary focus is to deliver services that meet the needs of our patients, their families and caregivers, as well as a range of organizations using our services, including public and private hospitals and other health organizations, and the communities which we serve.

The services we provide include:
- Emergency medical response and pre-hospital care
- Emergency medical transport, including specialized services
- Non-emergency medical patient transport
- Major incident management and response.

SAS provides state-wide ambulance services, within multiple New Mexico communities.

SAS also provides a range of community education services.

Superior Ambulance Service Inc.
Corporate Philosophy & Commitment
Years 2019 - 2021

The Planning Environment Demand for Ambulance Services

The demand for ambulance services has been growing strongly in New Mexico since the early-1990s, reflecting similar trends both locally and nationally. Over the last five years, the average annual growth in SAS Emergency Operations caseload was 11.3%. However, in 2008 SAS emergency ambulance responses increased 89.3% on the previous year, and in 2009 SAS emergency ambulance responses increased 96.6% over the previous two years.

The very high growth in 2008 follows a period of moderate increases in the previous three years. The moderation in growth from 2005 to 2008 is in part attributable to demand management strategies implemented by SAS, and the new municipal contracts awarded to SAS.

Most of the factors underlying the growth in demand for ambulance services are similar to those affecting the demand for health services more generally. Ageing of the population is a key driver, because the use of ambulance (and other health services) increases markedly in older age groups. However, the estimated effect of ageing and population growth explains only about 26% of the actual increase in emergency ambulance demand which has occurred over the last five years. The major clinical categories contributing to the growth in emergency demand over the last five years have included chest pain, falls, other non-highway accident related trauma, stroke and mental health. Requests from medical practitioners and inter-hospital transfers have also grown substantially. These categories will remain significant demand drivers through the planning period. Broader community health trends including the increase in obesity and prevalence of diabetes are also likely to contribute to the pattern and magnitude of ambulance demand, and there is likely to be increasing complexity in patient needs, particularly amongst older patients with chronic conditions.

Other important factors impacting on demand include social changes; such as the increased prevalence of people living alone, changes in medical practice and patient management (i.e. the trend to early discharge and increased care in the community), the reduced accessibility of services (i.e. general practitioners) in some areas, the increased quality and accessibility of ambulance services and rising community expectations.

Increased specialization of acute care is another major health system trend affecting the delivery of ambulance services with the increasing specialization of facilities, particularly for critically ill patients. SAS has a key role to play in the coordination required to ensure timely access to the appropriate level of care is provided for high acuity patients. SAS also has a state-wide perspective and therefore has an important role to play in potential improvements to New Mexico's medical services. Services involve the transportation of high acuity patients from one medical facility to another facility providing a higher level of care, with SAS generally providing the transport platform. Issues identified with some arrangements include delays in accessing medical

transports, particularly in rural areas, and there is clearly scope for improved system performance.

The drivers of ambulance demand generally represent strong underlying demographic, social and health trends in the community, and the pressure on demand is therefore expected to continue through the planning period.

Resource Management and Efficiency

SAS response time performance has come under increasing pressure as a result of the significant growth in demand for ambulance services and the increasing geographic spread of demand as growth areas develop. The ambulance contribution to health system performance can also impact adversely on response times when this increases travel times to an appropriate hospital, and thereby reduces the availability of ambulances to respond.

In 2018, SAS responded to more than 94.6% of emergency cases within 9 minutes, and 97.8% within the current rural response target of 20 minutes. A range of strategies to improve operational efficiency has been introduced in recent years, including better utilization of resources with the demand for service by time of day and location and the ongoing review of dispatch protocols. Current areas of focus include opportunities for improved process efficiency (particularly reducing the time at hospital), new models of response unit deployment, and more dynamic management of the ambulance fleet in real time in response to changing circumstances. There is a continuing focus on refinement of call prioritization, to ensure that the right level of care is provided within the appropriate time frame. For lower priority callers, this could include a non-emergency response. Improved performance of non-emergency operations is also being pursued through the development of an improved system of scheduling non-emergency ambulances. These efficiency initiatives will continue through the planning period and further initiatives will need to be developed.

Ambulance performance can also impact on the efficiency of the wider health system. As discussed above, the diversion of ambulances to the facility which best meets the needs of high acuity patients is one way the ambulance service can contribute to system performance. Diversion of ambulances may also assist hospitals to manage periods of high emergency department demand. However, this may reduce ambulance availability (by extending travel times) and thus negatively affect response times. There is significant scope to improve the current arrangements for hospital by-pass and the management of the ambulance/hospital interface more generally. The key objective should be to increase system efficiency and to improve patient access to an appropriate level of care. This means considering the combined effect of ambulance and hospital performance on patients' access to care.

Facility Response and Performance Measurements

SAS schedules transports to the requested time that the facility is requesting the transport. We strive to be timely with our transports, and monitor our timeliness on a consistent basis. Our "On-Time Compliance" benchmark for same-day non-scheduled (pre-scheduled) is to be measured at 96% for the given ETA to the facility, and 98% at 10 minutes or less of the scheduled (ETA) time. SAS will measure our service by monitoring the timeliness of same-day non-scheduled transfers, measures the "On Time" timeliness in the following manner;

Non-Scheduled Transfers

On Time = Arrival to location of pick-up, anytime prior to, and/or at the scheduled pick-up time. Superior's On Time percentage is 96%.

Late Arrival / Category A = after 1 second and within 10 minutes of the scheduled pick-up time. Superior's On Time percentage is 98%.

Late Arrival / Category B = after 10 minutes and within 30 minutes of the scheduled pick-up time. Superior's On Time percentage is 99.5%.

Late Arrival / Category C = after 30 minutes of the scheduled pick-up time. Superior's On Time percentage is 100%.

Unscheduled STAT (Emergency) inter-facility transfers within the Albuquerque area is scheduled with a 30 minute ETA. In cases where an unscheduled inter-facility ambulance transfer is requested for a non-STAT transfer, Superior will make all efforts to assign the next available ambulance to respond within an hour.

Major Incident Preparedness

Maintaining an appropriate level of preparedness to respond to a major incident will be a continuing challenge through the planning period, placing further demands on ambulance resources. A key indicator of appropriate preparedness is the ability to maintain normal services while managing a major incident. SAS has significantly expanded its major incident management expertise and capacity, but on-going monitoring will be needed to ensure that the level of preparedness is based on an up to date assessment of risks, including the potential for the emergence of new diseases.

Continued collaboration with relevant planning and response bodies at all levels of Government is a key requirement to ensure effective management of any incident.

Service Quality, Performance Measurement and Research

There is a well-established trend to increased monitoring and measurement of the quality of service across the health sector, with the aim of driving improvements in service delivery. This trend has been reflected in the significant development of SAS performance measurement and clinical risk management systems.

SAS quality assurance involves the electronic capture of clinical data by EMT's and paramedics in the field. This data provides an evidence base for further development of clinical practice and education. This provides the opportunity for sharing of consistent clinical data, significantly strengthening the evidence base. Continued refinement of the system and linking of ambulance data with hospital and other data to provide a more complete picture of patient outcomes are key priorities. In parallel with improved data collection, the suite of performance measures used to assess SAS service delivery is continuing to evolve. The traditional focus on emergency response times has been supplemented by the introduction of outcome measures including cardiac arrest survival and pain reduction. Clinical audit systems have been strengthened, and limited occurrence screening of higher risk events is undertaken as an integral part of the SAS clinical risk management system. The increased emphasis on measurement and audit is directly contributing to improvements in clinical practice, and systems will continue to develop through the planning period. The increased availability of clinical data will also facilitate research to support service delivery innovations.

Paramedic Education, Development and Welfare

A significant change in SAS's relationship with the educational facilities has occurred as a result of the decision in 2004 to move to a new recruitment model. Traditionally, most paramedics were trained prior to employment by SAS, but recruitment processes have now been normalized, with graduates recruited after completion of their EMT education. This change in the paramedic education model has significant implications, requiring a new focus on workforce planning to ensure future staffing needs are met.

National recruitment will be facilitated by consistency in courses and licensing requirements.

A program for new EMT graduates has been developed to provide appropriate corporate and clinical support for new paramedic recruits making the transition from the training facility to the operational environment. There has been a significant focus on strengthening operational management capability and succession planning in recent years, and this will be a continuing priority. The existing model of in-field management (with front-line manager's also working paramedic shifts) is clearly under pressure as the system demands for efficiency and quality increase. The existing trend to increasing gender balance will also continue. Since 2001, the ratio of female to male operational employees has increased. These trends (and more general society-wide changes)

will be reflected in changing employee expectations and attitudes, which will need to be addressed if SAS is to remain an employer of choice, particularly through providing opportunities for better work/life balance.

Information Management and Technology

Recent developments in SAS information management systems have created significant opportunities to drive performance improvement and better understand the SAS role in system performance. Key initiatives have included the introduction of the TriTech Fusion ePCR in mid 2011and upgrades in 2014, 2017, and further pending upgrades in 2019, which has enhanced the collection of more comprehensive operational data through a Mobile Data Network system. Continuing development of information systems will remain a major priority. Key priorities will include further development of real time operational reporting systems, more effective use of geographic data and improved access to information for in-field managers. As discussed above, the sharing of real time clinical and operational information with hospitals will assist improved system management, and linking of SAS clinical data with wider health system data will facilitate evaluation of SAS clinical effectiveness.

There have also been significant changes in the technology supporting ambulance operations, with the introduction of mobile data terminals and transition to the internet based Regional Radio Network. A decision support system to facilitate more effective real time management of ambulance deployment is currently under development, as well as a new scheduling system for non-emergency operations.

SAS has also been working in conjunction with TriTech Systems to develop their new Respond Dispatch program, which was launched within our system the 4th quarter of 2014. The Respond Dispatch program is a significant step toward bringing all our New Mexico operations into a single dispatch center that will monitor all systems statewide, and assist in the development of real time operational reporting systems

Clinical technology is developing rapidly, and remote monitoring systems and decision support tools are all of direct relevance to ambulance service provision. However, the introduction of new technology will clearly remain subject to demonstrable benefits and cost effectiveness.

Community Relationships and Capability

Community awareness and skills in managing medical emergencies can play a significant role in improving patient outcomes. SAS has a number of well established programs which aim to improve community preparedness for an emergency, including targeted distribution of CPR training videos, and schools awareness programs.

Partnerships with other organizations can also improve patient outcomes. The Emergency Medical Response program is a collaboration between SAS and the

area Fire Departments, which involves dispatch of trained fire-fighters to suspected cardiac arrests at the same time as the ambulance dispatch in order to assist in reducing cardiac arrest response times.

To be effective, strategies to increase community awareness need to take into account the diversity of the community, and service delivery should also respect the diverse needs of all sectors of the community. Programs to improve links with culturally and linguistically diverse communities and improve staff awareness of community diversity have been created, but there is clearly a scope for further development. Improving relationships with the community is an important focus, as well as strengthening links with groups of patients with specific clinical needs.

Strategic Objectives and Themes

Four high level objectives will shape SAS strategies through the strategic planning period. A number of themes are linked to each of the objectives, reflecting the planning issues identified in the previous section.

1. Improve Service Efficiency & Quality to meet patient needs

1.1 Demand management	improve matching of patient needs and services
1.2 Process efficiency	increase the efficiency of resource use to deliver improved services
1.3 Health system integration	further develop coordination with other health service providers to improve system performance
1.4 Clinical care	enhance clinical care to improve patient outcomes

2. Develop Organizational Systems & Resources to support improved service delivery

2.1 Performance monitoring	refine measurement of performance to drive improved service delivery
2.2 Information management	further develop information systems to support improvements in service delivery
2.3 Financial management	strengthen the organization's financial position to support service development

2.4 Business processes	further develop business processes to support consistency and quality of service delivery
2.5 Research	increase research to support innovation in service delivery

3. Foster Staff Development & Welfare

3.1 Develop staff capability	support staff development to increase organizational effectiveness
3.2 Promote staff welfare	improved staff safety and well-being

4. Promote Health System & Community Initiatives to improve patient outcomes

4.1 Health policy & system	further develop the ambulance role in improving health system performance
4.2 Community awareness	increase community awareness and skills to manage medical emergencies and additional community collaborations to improve patient outcomes
4.3 Community relationships	strengthen relationship with the community and improve community understanding of SAS role

Strategies for 2019 to 2021

Strategies have been developed to address each of the four strategic objectives, and are summarized below. Each of the strategies is linked to one of the strategic themes outlined above, and has specified target outcomes.

5.1 Improve Service Efficiency & Quality to meet patient needs

Strategic Theme	***Strategies & Outcomes***
Emergency response	
Demand management:	Continue to refine call prioritization; Improved identification of patient needs at the time of a call for better targeted response; Improve matching of patient needs and services

Undertake further analysis of the drivers of demand and work with local agencies to identify new demand management strategies, including strategies to improve service delivery to specific patient categories and improved links to primary care services; Development of innovative strategies to address demand

Process efficiency:

Increase the efficiency of resource use to deliver improved services

Improve the efficiency of the response process by: - Reducing case times -Reducing out of service times - Improving the efficiency of dispatching - Improving the efficiency of the interface with hospitals; Increasing availability of response units and improved response times

Evaluate alternatives to the current in-field management model and implement preferred model; Objective, more effective management and improved operational performance

Implement & evaluate a decision support system to improve the real time management of the fleet (i.e. more dynamic deployment) Objective, improved response time performance

Study the use of Rapid Response Units (i.e. single paramedic respondents' in sedans) Objective, improved response time performance

Develop a property strategy taking into account more dynamic management of the fleet. Objective, improved fleet management and reduced property costs

Provide input to the Communications process to identify future call taking and dispatch needs and CAD system performance. Objective, more efficient and effective call taking and dispatch

Health system integration:

Further develop coordination of ambulance services and other health providers to improve system performance

In conjunction with local providers and health services, develop and implement a decision support system for selection of hospital destinations. Objective, improved access for patients to definitive care

In conjunction with the local and area health services, develop and implement systems for en-route transmission of clinical information to receiving hospitals to enable early activation of the hospital response (with an initial focus on acute coronary care patients) Objective, improved access for patients to definitive care

Work with local government and health services to evaluate and refine the current ambulance role in the response to mental health patients. Objective, improved service delivery for mental health patients

Clinical care:

Enhance clinical care to improve patient outcomes

Further develop the SAS Clinical Risk Management System, including sentinel event and clinical incident systems. Objective, identification of opportunities for system improvement

Improve systems for review of the Clinical Practice Guidelines by drawing on encounter data, including establishment of links with hospital and other data to assist outcome analysis. Objective, stronger evidence base for clinical practice

Improve systems to facilitate the clinical development of paramedics based on encounter data. Objective, improved clinical support and development for paramedics

Review the current paramedic scope of practice, taking into account developments in other jurisdictions, the evolution of the health system and the needs of SAS patients. Objective, development of a strategy to ensure future paramedic practice matches patient needs and supports improved health system performance

Non-emergency transport:

Demand management:

Improve matching of patient needs and level of services

In conjunction with local agencies, facilities and hospitals, review and refine the criteria for access to non-emergency patient transport. Objective, improved allocation of resources, progress options for use of non-emergency resources for appropriate high acuity transports

Process efficiency:

Increase the efficiency of resource use to deliver improved services

Continued refinement of a non-emergency scheduling and prioritizing system. Objective, more efficient fleet management and improved service delivery

Health system integration:

Further develop coordination with other health service providers to improve system performance

Explore options to assist hospital discharge processes for improved patient flow in hospitals

Major Incident Preparedness

Demand management:

Improve matching of patient needs and level of services

Continue close monitoring of the risks of all types of a major incident, and ensure appropriate SAS capability is maintained. Objective, SAS major incident capability meeting government and community expectations

Process efficiency:

Increase the efficiency of resource use to deliver improved services

Continue to participate in major incident training exercises (internal and with external organizations) to ensure SAS

systems are tested. Objective, major incident systems and processes maintained

Explore and develop further options for effective service delivery at major public events. Object, more efficient use of ambulance resources at major events

Health system integration:

Further develop coordination with other health service providers to improve system performance

Continue liaison process with all relevant response and planning bodies, with particular focus on strengthening ambulance representation at a local level. Objective, improved coordination of major incident response agencies and strengthened system capability to respond to a major incident

5.2 Organizational Systems & Resources to support improved service delivery

Strategic Theme	***Strategies & Outcomes***

Performance monitoring:

Refine measurement of performance to drive improved service delivery

Continue development of SAS performance measures and targets (with a specific focus on refining measures of response time, clinical outcomes and non-emergency performance) and extend benchmarking with comparable services. Objective, more complete view of SAS performance and value

In consultation with TriTech, further develop CAD performance measures for ambulance, reflecting both the speed and quality of call-taking and dispatch. Objective, refined set of call-taking and dispatch performance measures, reflecting service delivery needs

Establish links with external data sources to facilitate further development of patient outcome measures. Objective, improved understanding of SAS impact on patient outcomes

Work with facilities and health services to develop measures of health system performance (including a SAS component) Objective, more complete view of system performance and the SAS contribution

Information management:

Further develop information systems to support improvements in service delivery

Update the Information Management Strategic Plan and implement the plan with a focus on: - Further integration of data from internal and external sources - Extending use of encounter data - Provision of real time management reports - Real time transmission and receipt of clinical and management data with hospitals (i.e. pre-arrival EKG, projected arrivals, hospital status) Objective, increased completeness, reliability and timeliness of management information

Financial management:

Strengthen the organizations financial position to support service development

In conjunction with our CPA, review the current funding model and identify opportunities for refinement. Objective, increased clarity about long term viability

Business systems & processes:

Further develop business systems to support consistency and quality of service delivery

Further develop SAS quality and risk management systems, including business continuity systems. Objective, increased reliability and consistency of service delivery

Explore opportunities to establish further data links with business partners. Objective, increased efficiency of business processes

Research:

Increase research to support innovation in service delivery

Ensure SAS clinical data is effectively used to support innovations in practice. Objective, further evidence-based development of practice

Continue to build research collaborations with universities and other training facilities. Objective, increased research to identify clinical and operational service improvement opportunities

Monitor national research and innovation in ambulance and the broader health sector to identify opportunities to improve service delivery. Objective, early identification of options to improve services

Work through the American Ambulance Association to foster ambulance research nationally. Objective, increased national collaboration on ambulance research

5.3 Foster Staff Development & Welfare

Strategic Theme	***Strategies & Outcomes***
Develop staff capability:	Support staff development to increase organizational effectiveness
	Develop a long-term workforce plan which identifies future organizational staffing needs and assists to plan recruit/student contracting. Objective, assured future supply of appropriately qualified paramedics
	Explore options for the transition of graduate paramedics into the workforce. Objective, clear pathway for paramedic graduates to obtain the experience required to practice autonomously
	Further develop initiatives to develop the management capability of staff and improve succession planning. Objective, improved management capability
	Promote the clinical development of paramedics, including progressing to the CCT level. Objective, improved clinical performance and appropriate availability of CCT level care
Promote staff welfare:	Improve staff safety and well-being

Update and implement the SAS Occupational Health and Safety Strategic Plan, with a focus on: - Early intervention - Appropriateness of equipment - Manual handling injuries - Managing aggression/assault – Stress – Fatigue - Monitoring of trends and root cause analysis to identify underlying issues. Objective, reduced staff injuries and lost time

Develop further initiatives to provide greater flexibility in working arrangements, including increased availability of part-time options. Objective, increased opportunities for staff to achieve their desired work/life balance

Continue program of station refurbishment and office accommodation to improve employees' working environment. Objective, improved working environment for both operational and administrative staff

5.4 Promote Health System & Community Initiatives to improve patient outcomes

Strategic Theme	***Strategies & Outcomes***
Health policy and system development:	Further develop the ambulance role in improving health system performance
	Provide policy input to local agencies, facilities and hospitals to ensure unintended demand impacts of health system developments are minimized. Objective, better coordination of ambulance and health services and improved outcomes for high acuity patients
	Collaborate with local agencies, facilities and hospitals on initiatives to improve the health system response for specific categories of high acuity patients. Objective, more effective and appropriate use of ambulance services
	Further develop partnerships with relevant health sector organizations to improve service delivery (i.e. to increase Referral Service options) Objective, more appropriate use of ambulance services and improved patient outcomes
	Work through the American Ambulance Association to improve the recognition of the ambulance role and issues at

a national level. Objective, increased national recognition of the ambulance contribution to health system performance

Community capability & awareness:

Increase community awareness and skills to manage medical emergencies and community collaborations to improve patient outcomes

Continue to develop community CPR skills, with a focus on at-risk groups and communities. Objective, increased community capability in CPR, contributing to improved cardiac arrest survival rates

Work with the local community to improve CPR awareness and access to ambulance. Objective, improved management of medical emergencies and better patient outcomes

Develop strategies for community engagement to improve the community/ambulance response for specific clinical conditions (e.g. asthma, stroke, diabetes) Objective, improved patient outcomes

Community relationships and accountability:

Strengthen relationships with the community and improve community understanding of SAS role

Continue to develop community relationships, with a particular focus on senior communities. Objective, improved responsiveness to specific community needs

Develop options for a public campaign regarding appropriate ambulance use. Objective, more appropriate use of ambulance services

Refine public reporting of SAS performance, including additional reporting of clinical outcomes and clinical incidents. Objective, increased public Accountability

6 Performance Measurement

SAS monitors its organizational performance using a suite of performance indicators grouped into four broad categories, which are closely aligned to the four strategic objectives outlined above:

1. Service delivery standards
2. Resource management and cost effectiveness
3. Staff development and welfare
4. Health system and community capability.

Further development of the indicator suite is proposed during the planning period, with particular focus on refinement and expansion of service delivery indicators including measures of response time, clinical outcome and non-emergency performance (see Section 5.2 above).

Where necessary, more specific measures will also be introduced to evaluate the effectiveness of each of the strategies outlined in Section 5. Existing performance indicators and related measurement definitions are detailed below. Specific targets are set for each measure every year in the SAS Annual Plan.

6.1 Service Delivery Standards

These performance indicators measure the quality of SAS service provision.

Performance Indicator	***Measure***
Emergency response times	90th percentile response time to suspected cardiac arrests (Priority 1)
	90th percentile response time to emergency cases (Code 3)
Standard of care	Percentage of audited cases meeting standards (compliance with Clinical Practice Guidelines)
	- emergency cases - non-emergency cases
Patient outcomes	Percentage of adult VF/VT cardiac arrest patients with vital signs at hospital
	Percentage of adult VF/VT cardiac arrest patients surviving to hospital discharge
	Mean reduction in pain score for - ischemic chest pain - traumatic pain

Patient satisfaction	Percentage of patients (or their caregivers) satisfied or very satisfied with service
	Number of complaints per thousand cases - total complaints - substantiated complaints

6.2 Resource Management & Cost Effectiveness

These performance indicators measure the effectiveness of resource and cost management and of financial strategies to support service delivery.

Performance Indicator Measure

Service delivery costs	Cost per patient for each service delivery category - emergency - non-emergency
Overhead costs	Percentage of operating expenditure spent on administration
Financial viability	Days of operation covered by uncollected cash balance

6.3 Staff Development & Welfare

These performance indicators measure the effectiveness of strategies to promote staff development, health and safety.

Performance Indicator Measure

Staff training and education	Average days of training per employee per year
Staff health and safety	Sick leave rate (sick leave hours per 100 productive hours) - operational employees - administrative employees
	Average annual days lost through work-related injury per operational employee

	Average full shift overtime per operational employee per week
Staff satisfaction	Percentage of staff satisfied (or better) working at SAS - operational employees - administrative employees

6.4 Health System & Community Capability

These performance indicators measure the effectiveness of other health care providers, partner organizations and the broader community in contributing to emergency outcomes.

Performance indicator	***Measure***
Management of low priority callers	Percentage of low priority callers receiving health advice or service from another health provider as an alternative to emergency ambulance response
First responder programs	Percentage of suspected cardiac arrest cases (Priority 1) where (non-SAS) first responder arrives first
Community first aid skills	Percentage of witnessed cardiac arrests where bystander CPR is undertaken
Community satisfaction	Percentage of community satisfied with SAS performance
Health sector satisfaction	Percentage of health sector stakeholders satisfied with SAS performance

EXHIBIT – I

PLAN OF OPERATIONS



Superior Ambulance Service, Inc.
P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Operations Plan Overview

Superior Ambulance has been operating as the contract provider for the City of Las Vegas and the County of San Miguel since 2008. Since starting services in the City and County, Superior has continuously monitored the response data and call volume within the City and the County. Based on the data over the past twelve (12) years, the operational needs suggest that the requests for service, and the transport volume has been very consistent especially over the past eight (8) years within both the City and the County. Superior believes that with the consistency in operations little change is necessary, although some areas of operations do need addressing, in specific the daily hospital transfers outside of the county keeping ambulances out of the service area for 5 hours on average. Superior will continue to review the system for response enhancements, and if needed will incorporate additional ambulances into the system as the transport need increases. Further, we will meet with the City and the County on an annual basis at minimum, to review the system and the call volume to ensure that we are meeting the response needs.

The following are Superiors commitments to the City and County of our future operations that are a part of our plan for the upcoming contract period. Superior will provide and staff on a 24-hour basis, ALS ambulances at a negotiated unit level, and will ensure that every emergency ambulance request is assigned to an ALS unit.

Superior will provide for the operation Type-3 or similar style ambulances and will include at minimum two (2) 4-wheel drive ambulances, to respond within the community. The ambulances will meet all Federal Standards and will be inspected annually by a DOT Certified mechanic and by the PRC, requiring that each ambulance pass a DOT inspection.

Superior currently equips our ambulances with state-of-the-art telemetry, such as the Zoll X-series cardiac defibrillators, which is capable of telecommunicating patient cardiac strips from the scene or from an ambulance to the receiving hospital. Equipment also includes computerized mapping, to assist responders with identifying locations they are responding to; Electronic patient care reporting; and advanced Ventilators and IV Pumps.

Superior in the past 6 years implemented a CPAP program to the system. Currently we are working with Alta Vista Hospital to enhance their cardiac care program. Superior has been working with the hospital to review all high acuity patients and critical patients brought into their hospital via ambulance for quality and pre-hospital care reviews. This has been a major development, as we have been able to focus on positive patient outcomes, and system enhancements.

Superior will continue to recruit and hire EMT's living in the community. Further, Superior will continue to diligently work to promote, recruit, and train EMT's for advancement from within the community. Since implementing services in Las Vegas and the County of San Miguel, Superior has proudly sponsored five (5) EMT's working in the Las Vegas operation to the Paramedic level by paying for their education. We will continue to encourage employees and will financially support employees to advance themselves to the Paramedic level from the Las Vegas operation.

As to medical direction, Superior currently contracts with an emergency certified Medical Director that is available on a 24 hour, 7-day basis, by both cellular phone and pager. In addition to our Medical Director, our staff has available to them a senior Paramedic that is involved in our Quality Assurance program for assistance and direction, and MCEP intervention when necessary. Further, our QA program establishes competency reviews, system reviews and patient care report reviews to ensure that our staff is following policies and procedures. We are currently working with our Medical Director to establish a new electronic QA Program in the Las Vegas operation that will review and evaluate 100% of all responses for service. Whether a patient is transported or not, every call will be reviewed for medical protocol and evaluation compliance. This program is expected to be fully in place by December 2020.

Field operations, staff management and oversight will be performed by a Regional Operations Manager. In addition, Superior completed the development of a new "Lead" program that puts an "On-Site Lead Supervisor" assigned to every shift. This now puts a decision maker and trained supervisor that is on duty everyday and every shift in Las Vegas. Every supervisor meets the employment and qualification standards as required by Superior and is required to meet specific operational and corporate benchmarks. In addition, on a weekly basis corporate management conducts an on-site and system review to ensure contract compliance. Record keeping, patient billing, patient care reports, response data, statistical data, along with all operational reports, will continue to be kept at the corporate offices in Albuquerque, but will be readily available for review by the City and the County.

Superior Ambulance currently facilitates clinical students to ride along in our ambulances. This is established with a contract agreement with training facilities, educational establishments, and local fire departments. Superior will agree to continue and extend the same practices with the City and County.

Further, when Superior has training sessions at any of our operations, which will include sessions in Las Vegas, Superior will make available to local EMT's and fire personnel an opportunity to attend the sessions as many of the sessions are at no charge. These sessions are all State approved and are accredited for needed CE's to continue their licensing requirements.

Superior Ambulance will assist in the development of a Joint Operations Committee that will focus on the emergency ambulance system operations. The purpose of this committee will be to develop inter-agency relations to assist in the enhancement of emergency services within the City of Las Vegas and the County of San Miguel, and to ensure that the community needs are being met. In developing the JOC, this will be a big step in building a strong relationship will all emergency responders and coordinating field and response operations. Superior utilizes a similar committee in all our Roswell and Torrance operations, and it has worked in a positive manner to build system relationships.

EXHIBIT – J

SYSTEM STATUS MANAGEMENT PLAN



Established in 1974

Superior Ambulance Service, Inc.

P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

System Status Management Plan

Superior Ambulance has over the past twelve (12) years of operations within the City of Las Vegas and San Miguel County has an established plan to manage the System Status and the availability and deployment of emergency ambulance services within the City of Las Vegas and the County of San Miguel.

The plan has established protocols that allows our CAD to monitor the system, which is capable of producing various response reports of all calls that an ambulance is requested to respond for emergency services, and identifies all responses that result in the transport of a patient. The report is designed to identify the needs of the response territory and analyze the demand in which the system requires coverage over an average operational day, week, and month. The report establishes a demand analysis and identifies any peak and low periods for requests for service within specific territorial areas in which calls for service occur. With this information, Superior can strategically predict an average daily call volume, and the periods of the day or week when a higher call volume can be expected. To fully utilize the demand analysis report and determine the ambulance need, Superior needs to compare and monitor all response records collected by the City of Las Vegas and the County of San Miguel PSAP, and incorporate their response records into Superior's response records for a full evaluation of the system. The information gathered is calculated into the CAD record for a full and proper analysis and is an accurate record and analysis of the Las Vegas and San Miguel County system. Superior has

again upgraded and purchased a new CAD program since the last renewal of our contract, thus expanding and enhancing our reporting and recordkeeping capabilities. The CAD program is designed to compile accurate response reports from our system to effectively monitor our emergency ambulance response's and patient transports, for the purpose of ensuring contract compliance.

As to the response times to the designated service zones, Superior will continue to work with the City and the County to identify a proper response for each service zone.

EXHIBIT – K

RFP 2021-04

ADDITIONAL INFORMATION

EXHIBIT – L

QUALITY ASSURANCE / IMPROVEMENT POLICIES

SUPERIOR AMBULANCE SERVICE, INC.

QUALITY ASSURANCE PROGRAM

Standard EMS Patient Care Report Form (PCS/ePCR) Review Document (computer Version)

1. Patient Name:		**2. Age:**		**3. Gender:**	☐ Male ☐ Female		
4. Run #:		**5. Unit #:**		**6. DOS:**		**7. DOB:**	
8. Primary Attendant:				**9. Level:**			
10. EMT:		**11. Level:**		**12. EMT:**		**13. Level:**	
14. EMT:		**15. Level:**		**16. EMT:**		**17. Level:**	

18. Reviewed By:	☐ CEO	Name:		Date:	
	☐ Director of Operations	Name:		Date:	
	☐ Superior Medical Director	Name:		Date:	
	☐ Q.A. Manager	Name:		Date:	
	☐ System Operations Manager	Name:		Date:	
	☐ Regional Manager(s)	Name:		Date:	
	☐ Other Manager(s)	Name:		Date:	

19. Priority:	☐ Cat. 1 ☐ Cat. 2 ☐ Cat. 3	20. Nature of Call:		21. Dispatch Time:	
22. Enroute:		23. On Scene:		24. At Patient:	
25. Leave Scene:		26. At Destination:		27. Transfer Care:	
28. Delays:	☐ Yes ☐ No ☐ Not Applicable	If "Yes", Explain:			
29. Level of Care:	☐ BLS ☐ ILS ☐ ALS ☐ CCT	30. Patient Disposition:	☐ Cx. ☐ Refusal ☐ T&R ☐ Transported ☐ Death		
31. If Transported, to What Facility?					
32. Total Transport Time (Pt. Contact to TOC):		☐ Minutes ☐ Hours	33. Refusal?	☐ Yes ☐ No	
34. If Refusal is "Yes", Document Reason for Refusal:					

A. Documentation: *S=Satisfactory, I=Improvement Needed, A=Absent or Missing, N/A=Not Applicable*

Review	S	I	A	N/A	Review	S	I	A	N/A
35. Run Info. (Date, Serv. Unit)	☐	☐	☐	☐	**44. Treatment**	☐	☐	☐	☐
36. Pt. Info. (Name, Address, Age)	☐	☐	☐	☐	**45. Outcome / Results of Treatment**	☐	☐	☐	☐
37. Crew / Times	☐	☐	☐	☐	**46. Observation Continued**	☐	☐	☐	☐
38. Reason for Call	☐	☐	☐	☐	**47. GSC / Trauma / APGAR Score(s)**	☐	☐	☐	☐
39. Allergies Noted	☐	☐	☐	☐	**48. Vital Signs (Min. 2 Sets, in Tabs)**	☐	☐	☐	☐
40. Medications (Current)	☐	☐	☐	☐	**49. Procedures / Medications**	☐	☐	☐	☐
41. Past Medical History	☐	☐	☐	☐	**50. Signatures (All Necessary)**	☐	☐	☐	☐
42. History of Present Illness	☐	☐	☐	☐	**51. MCEP Contact**	☐	☐	☐	☐
43. Physical Exam Findings	☐	☐	☐	☐	**52. Other:**	☐	☐	☐	☐

53. Comment:	

B. Clinical Audit: *A=Acceptable/Appropriate, I=Improvement Needed, U=Unacceptable/Inappropriate, RFI=Requires Further Investigation, N/A=Not Applicable*

Review	A	I	U	RFI	N/A	Review	A	I	U	RFI	N/A
54. Response Time	☐	☐	☐	☐	☐	**60. Treatment / Procedures**	☐	☐	☐	☐	☐
55. Scene Time	☐	☐	☐	☐	☐	**61. Policy Adherence**	☐	☐	☐	☐	☐
56. Dispatch of: ☐ BLS ☐ ILS ☐ ALS	☐	☐	☐	☐	☐	**62. Overall Documentation**	☐	☐	☐	☐	☐
57. Utilization Of Appropriate Level	☐	☐	☐	☐	☐	**63. Overall Performance**	☐	☐	☐	☐	☐
58. Assessment	☐	☐	☐	☐	☐	**64. Other:**	☐	☐	☐	☐	☐
59. Trauma / STEMI Activation	☐	☐	☐	☐	☐	**65. Other:**	☐	☐	☐	☐	☐

66.Comments:	

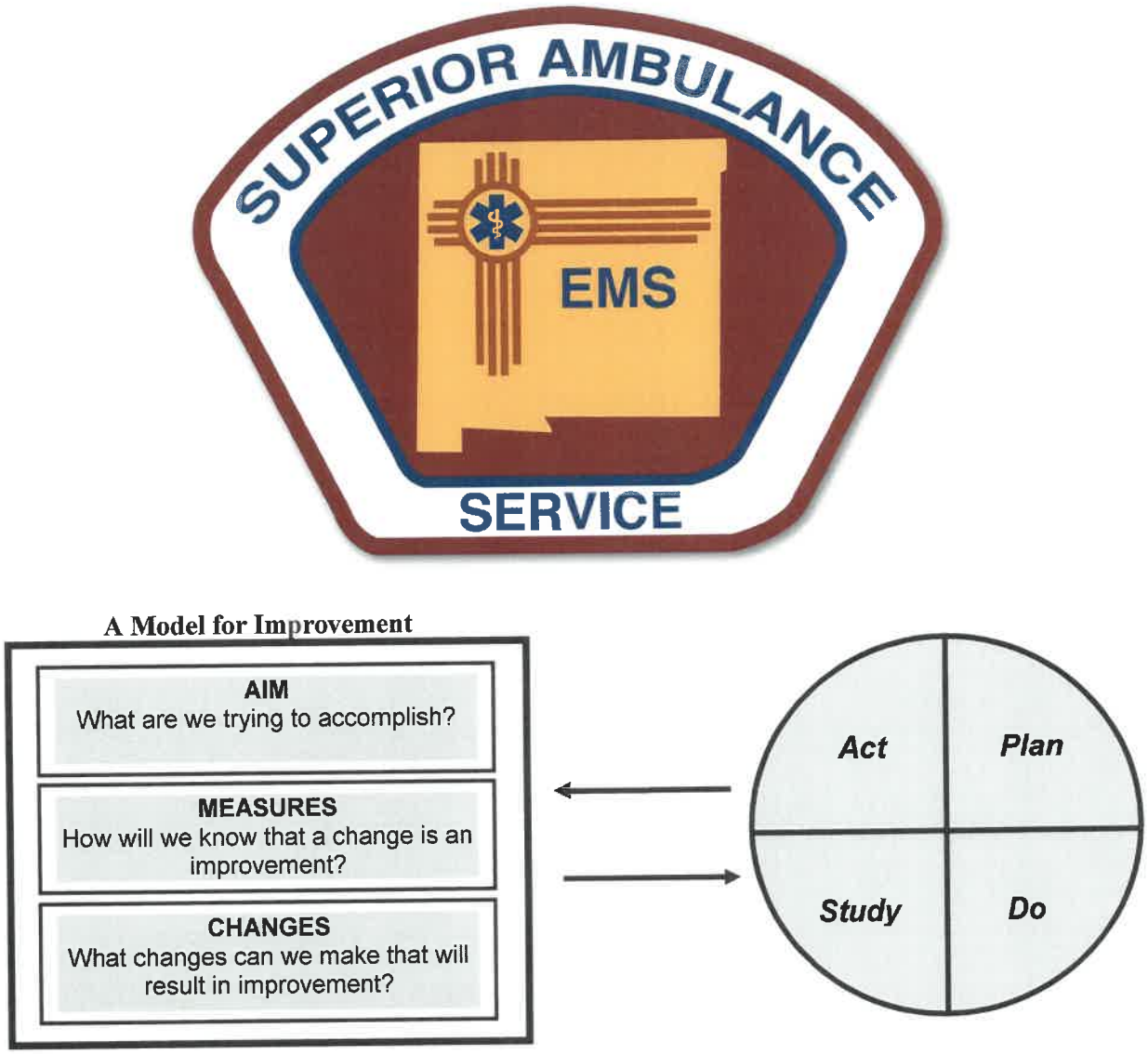
C. Skills Log: *No credit will be given for any skill that was not clinically indicated according to Superior Ambulance Service System Wide EMS Protocols. Check the "NI" (Not Indicated) column if this was the case.*

Procedure	Comment	EMT Performing Skill	# of Attempts	# of Successes	NI
67. Appropriate Patient Assessment: ☐ Yes ☐ No					
68. Glucometry: BGL: ☐ Yes ☐ No Value: ⟶					
69. I.V. Initiation; Gauge: ☐ 14 ☐ 16 ☐ 18 ☐ 20 ☐ 22 ☐ 24 ☐ Other Location: ⟶					
70. Cardiac Rhythm Interpretation:					
71. ECG (attach strip): ☐ Yes ☐ No ☐ Unknown					
72. ☐ ETT ☐ Combi-tube ☐ N/A ☐ Other Tube: ⟶					
73. Defibrillation: Joules: ⟶					
74. External Pacing: BPM, mV: ⟶					
75. Synchronized Cardiovert; Joule Setting: ⟶					
76. Medication Administration:					
Med. 1:					
Med. 2:					
Med. 3:					
Med. 4:					
77. Intraosseous Infusion (location):					
78. Cricothyrotomy: ☐ Yes ☐ No ☐ N/A					
79. Chest Dart; Location:					
80. CPAP ☐ **BiPAP** ☐ **PEEP Setting:**					
81. Other: Limb Splinting:					

82. Comments:	

84. Action Taken by Regional Manager (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
85. Recommendation of Systems Ops. Manager (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
86. Recommendation of Q.A. Manager (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
87. Recommendation of Medical Director (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
88. Action Taken by Director of Operations (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
89. Action Taken by Other Manager (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
90. Action Taken by CEO (if applicable):	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		
91. Final Actions Taken:	☐ **Notification** ☐ **See Attachment**	☐ Yes ☐ No ☐ N/A
Comment:		

Scott Wilson, NRP		**Date:**	
Print Name of Q.A. Manager/Designee	***Signature of Q.A. Manager/Designee***		



ALBUQUERQUE / BERNALILLO COUNTY
Grants / Cibola County
LAS VEGAS / SAN MIGUEL COUNTY
VILLAGE OF PECOS
ROSWELL / CHAVES COUNTY
SANTA FE / SANTA FE COUNTY
TORRANCE COUNTY

QUALITY ASSURANCE / IMPROVEMENT (QA/CQI) POLICIES & PROCEDURES

Original Effective Date: September 1, 2009
Revised & Accepted, July 01, 2020, Revision #: 11

QUALITY ASSURANCE POLICY

PERSONAL COMMITMENT

The committee can only provide the essential tools necessary to improve the quality of care and documentation. The final success of the QA program will be measured by the commitment of the personnel to apply these tools effectively.

PURPOSE

Superior Ambulance Service (SAS) is a pre-hospital emergent and non-emergent healthcare and transport service with transport capabilities at the BLS, ILS and ALS provider levels. Although we are based in Albuquerque, NM, we provide services throughout the State of New Mexico and the surrounding regions including, but not limited to, Arizona, Texas and Colorado. SAS is committed to providing optimal patient care at the highest level at all times. Patient care and advocacy is the primary focus when called upon by the various facilities and counties we serve.

SCOPE OF PROGRAM

Monitoring quality assurance of patient care and customer service and identifying any deviations from policies and protocols. The scope of the QA program includes any and all providers of SAS, services provided by those employees.

PROTOCOLS

SAS utilizes the State of New Mexico EMS System Protocols. These protocols are updated on a quarterly basis as follows: January, April, July and October of each year. As changes are made to these protocols, in- service training of field providers will take place prior to their implementation.

LEVEL OF PROVIDER SERVICES

SAS is located at 7600 La Morada Pl. NW, Albuquerque, NM 87120. SAS operates at the following provider levels: Emergency Medical Technician – Basic (EMT-B), Emergency Medical Technician – Intermediate (EMT-I) Emergency Medical Technician – Paramedic (EMT-P), Critical Care Emergency Medical Technician-Paramedic (CCEMT-P).

SAS utilizes BLS, ILS, ALS and critical care levels for emergent and non-emergent transports. All incoming calls are screened by Communication Specialists within the Communications Center for the appropriate provider level and are dispatched according to dispatch protocols.

QUALITY ASSURANCE PROGRAM GOALS

The goal of the QA program is to ensure that quality, safety and consistent delivery of patient care is performed in the most efficient, effective and highest standards available. The QA program guides each provider within SAS by adhering to the QA program, their actions will ensure that the following goals are met:

1. Appropriate Care of Patients:

It is the goal of SAS to deliver care that is appropriate and competent in nature that will contribute to the overall best possible outcome for the patient. It will be expected that each EMS provider be competent at their level of licensure. This will be evaluated during their orientation period during

skills assessment, as well as an on-going review of the providers patient care reports and periodic evaluation processes.

2. The providers will be able to identify the patients pre-hospital needs:

SAS medical personnel will be able to identify the patient's medical situation, assess the patient appropriately and render the medically necessary treatments to ensure the best medical care available by a pre-hospital organization. By ensuring healthcare provider competency and employee involvement in patient care options, the highest quality patient care possible will be achieved and will serve as the benchmark for service proficiency.

3. Orientation, on-going education opportunities and medical direction:

SAS will provide a comprehensive orientation program in which new employees are educated regarding the high standards that will be placed on them as SAS healthcare providers. On-going educational programs will be put in place that will provide continuous updates on State and Local Protocols, Company Policies and Procedures as well as other pertinent information for both new and current employees. On-going training will ensure well-informed and knowledgeable employees through field and skills evaluations, in-service education, continuous education courses, workshops and medical direction education.

4. Patient risk will be minimized:

SAS places a high performance standard on our employees. Due to our educational commitment, our quest is to hire only the most qualified individuals to provide excellent patient care and represent our company. Through our stringent on-going educational procedures, and both field and clinical skills evaluations, we will create an environment that minimizes healthcare risks to the patient and enables SAS to provide the highest quality pre-hospital healthcare available.

5. Compliance with Local, State and Federal laws and regulations:

SAS follows, maintains and documents all necessary components of our EMS service so that we ensure compliance with all Local, County, State and Federal laws and regulations. Furthermore, we are constantly looking for ways that will allow us to upgrade our services, document the necessity for those services and present a comprehensive plan to the appropriate governing committee for approval of these service upgrades. SAS will, at all times, be above and beyond the status quo in all of its activities and act as a leader in the search for the most appropriate and technologically advanced procedures and equipment.

OBJECTIVES

Superior Ambulance Services will:

1. Develop and implement effective quality assurance activities that coincide with the goals, objectives and purpose of this plan.

2. Ensure that the highest level of care is accessible to the patient at all times beginning with the hiring of highly qualified providers.

3. Have in place an evaluation process that measures the delivery of pre-hospital healthcare services.

4. Collect, review and analyze data to identify problems and discover opportunities to improve patient outcomes.

5. Have in place a process in which healthcare providers are monitored for appropriate patient care, skill level, performance efficiency (job performance) and that the service maintains best practice performance and healthcare delivery.

6. Have in place a method of communication that enables us to communicate the outcome of quality assurance issues to the appropriate individuals involved.

7. Correlate the findings of quality assurance activities with the content of orientation classes, continuing education classes and in- service activities that resolve problems and heighten the quality of your service.

8. Take part in and participate with other outside area EMS services in activities that will enable us to work with and maintain the highest continuity of healthcare available.

9. Utilize the following evaluation processes as part of its QA process:

    - Retrospective
    - Concurrent
    - Proactive

    Retrospective: Data collection will be used to quantitatively measure the effectiveness of our EMS service. Upon the completion of each patient transport, the provider will complete an accurate patient care report documenting all treatment modalities while in our care. The parameters that will be measured include the following:

    - Run report audits – documented historical events
    - Response times – Skill proficiency

    Concurrent: This measurement will focus on the field performance of our healthcare providers from an educational approach with an emphasis on complimenting good work, offering feedback in a positive manner for the improvement of patient care and demonstrating managements support for the healthcare providers we employ. Three profiles will be reviewed in this program:

    - Call management
    - Patient assessment
    - Patient treatment

    Proactive: Based upon data collected, we will be able to identify problem areas and create training programs to alleviate these problems through a continuous education process. These continuous education processes may include, but is not limited to:

    - Continuous Education Training (CEU) offered monthly by SAS.
    - Distribution of relevant pre-hospital EMS journals/articles
    - Attendance at medical conferences

10. SAS will strive to maintain an educational base that allows its providers the ability to maintain a knowledge base of information, the ability to obtain continuing education coursework, refresher classes and licensure renewal.

11. SAS administration will maintain a policy of commitment to our employees, and consistently support our employees by providing them the educational opportunities and information needed to maintain

their high level of healthcare service. This includes the expedient investigation of any and all issues that arise from the performance of their duties.

QA COMMITTEE

The committee will consist of 5 members made up of one (1) EMT-Basic, one (1) EMT-Intermediate and one (1) EMT-Paramedic, and a member of dispatch. The committee will be headed by the Quality Assurance /Training Manager in consult with the Medical Director and report directly to the Director of Operations.

Each member of the QA committee will be required to serve a minimum of one (1) year to allow growth amongst other personnel in the organization. Each member will be required to attend a minimum of 80% of the scheduled meetings.

With the expectations of SAS employees and the quality of care we need to provide, it is necessary that experienced and qualified individuals occupy the positions on the QA committee. At minimum, the members will;

- Have a minimum of two (2) years of continued service with Superior Ambulance Services;
- Be an employee in good standing;
- Posses a current EMT license at the appropriate level; and
- Have been practicing at the current EMT license level for a minimum of two (2) years.

Upon qualification an individual may submit a letter of intent to the Quality Assurance /Training Manager for consideration. The quality Assurance/Training Manager will meet with the Field Operations Manager(s) and the Director of Operations to perform a review of the candidate. An audit of the candidate's personnel and QA files will be completed. Upon completion of review, the candidate may be scheduled for an interview with the QA/Training Manager, Field Operations Manager(s) and the Director of Operations.

The review panel will render a final decision and the candidate will be notified of the approval or denial. A brief summary will be provided to the candidate in regards to the decision in order to allow the candidate to learn from the process. Appointments to the committee will be based on a fiscal year and begin July 1 of every year.

The QA/Training Manager reserves the right, within sound judgment, to replace or appoint any committee member to benefit the production, future goals and missions of the Quality Assurance program. It is also the responsibility of the QA/Training Manager to consider and accept the sound judgments or recommendations of the committee to benefit the production, future goals and missions of the Quality Assurance Program.

PROCEDURE

Each member of the Quality Assurance Committee will be expected to review at minimum five (5) reports weekly. This may be accomplished by reviewing one report daily or five reports at the end of the week. Once the review is completed they will be submitted for committee review at the monthly meeting for further input and or recommendations by the entire committee.

MEETINGS

All meetings will be held on a monthly basis unless conflicting events exist at which time an alternate date will be scheduled. To ensure consistency an alternate day of schedule for the meeting shall not exceed 5 business days from the original set day. Future meeting times will be set at the meeting held the month prior. Meetings will be schedule with consideration given to other events and functions. An effort will be made to limit the impact these meetings will have on staffing and all coordination will involve the operations manager(s).

All meetings will be agenda driven and open for non-committee members to attend with the exception of closed sessions which will be utilized to discuss issues of confidential matters. All closed sessions will involve the

committee and any guest directly involved affected by the closed session issue. A strict adherence to policy with respect to confidentiality will be maintained in these meetings.

OPEN MEETINGS

The committee will meet for the purpose of evaluating the current and ongoing needs of Superior Ambulance Service and its employees, with an open forum approach. This will include, but not be limited to; recommendations regarding training, equipment needs and related topics that are vital to the continuity of patient care. This meeting will be open to outside personnel and attendance will be encouraged to help the committee maintain a more global perspective.

CLOSED MEETINGS

Closed meetings will be utilized for discussion of confidential topics pertaining to run reports, issues steaming from services provided and resolution of issues. The only exception will be when a particular call whether good or bad, will lend to a training issue in which the entire organization will benefit. Case reviews may be scheduled with the medical director for CE credits throughout the year, and mandatory attendance may be required.

REVIEW PROCESS

A process will be implemented by which the QA committee members will monitor report writing on a weekly basis for monthly QA committee reporting. The members will be charged with the responsibility of reviewing patient care reports, filling out the QA checklist and providing recommendations for resolution of issues, as well as to provide feedback for each employee that is audited.

Patient Care Reports will be audited based on the following:

- 100% of New hire trainees while undergoing preceptorship
- 100% of Cardiac arrests
- 100% of Level I Medical and Trauma
- 100% of all refusals
- 100% of Special consideration patients
    - Pediatric Patients
    - Suspected murder / suicide
    - Suspected Sexual assault
    - Suspected child / elder abuse
- 100% of all Approved Special Skill Transports
- 25% of all other Medical and Trauma calls
- 25 % of cancellations
- 100% of Critical Care procedures and medication administration (Special Skill Approvals, if applicable)

All reports generated by field staff shall be evaluated for the following:

- Accuracy and clarity of their documentation
- Content of documentation
- Potential areas where training may be needed or improved
- Equipment failures / data collection
- Protocol diversion
- Skills proficiency
- Calls of particular interest to the entire system for training

The committee may request the presence of the individual(s) involved in the call if clarification is needed, random skills audit is required or discussion with the medical director is deemed necessary. The committee will make recommendations to Director of Operations and or the Chief Executive Officer to correct deficiencies in individual and/or system performance as identified in the QA review process.

QUALITY ASSURANCE REVIEW CHECKLIST

The review checklist is designed to maintain a consistent review process identifying major areas that are essential in identifying accurate report writing, proper patient care, and protocol/policy adherence and mandated billing requirements. It is very important to maintain an objective point of view and approach the review process with an open mind and prevent the reviewer from taking the approach of "this is what I would have done" and preventing the reviewer from focusing on the major areas.

SEE ATTACHED APPENDIX FOR QA REVIEW CHECKLIST & DETAILS

REMEDIATION

Our goal is Excellent Quality Patient Care, and in order to achieve this goal it is necessary to maintain a high standard and keeping focus on Superior Ambulance Service objectives and priorities. The community deserves the best and through continual review and education we can achieve this. It is our responsibility to mentor those with deficiencies and provide positive feedback to create a safe learning environment for all. When simple positive mentorship is not enough a progressive remediation process will take place in the following manner:

- Education and or counseling with field training officers
- Education and or counseling with the Field Operations Managers
- Education, Counseling or training with members of the Quality Assurance Committee
- Education and or counseling with the Quality Assurance / Training Manager at which time disciplinary actions may be enforced based on the severity of the issues unresolved
- Education and or counseling with the Medical Director at which time disciplinary actions may be enforced based on the severity of the issues unresolved
- Counseling and or suspension / termination by the Director of Operations based on the severity of the issues unresolved

REPORTING

The committee will generate minutes on a monthly basis for the Director of Operations and the Chief Executive Director of all scheduled meetings. These minutes will be complied into a quarterly report, which will be emphasize any trends, good or bad, and measures Superior Ambulance Services, Inc. can take to correct or improve as a whole.

QUALITY ASSURANCE / IMPROVEMENT DISCIPLINE PROCESS

The purpose of this policy is to ensure that a consistent process of Quality Assurance/Improvement practices for disciplinary issues is in place.

Definitions:

1. **High Level QA Violation:**

   a. Protocol violation in which death or injury of a patient occurs.
   b. Driving violation in which an EVO response to/with a patient, crewmember, medical staff or bystander was endangered; death or injury occurred.
   c. Any situation that negligence occurs when the patient, other medical staff, crewmembers, bystanders was endangered; death or injury occurred.
   d. A situation in which a Supervisor/employee fails to report any incident that severely compromises the care of the patient and/or employees due to an accident or exposure (OSHA violation).
   e. This may be a moderate level incident, but with a repeated violation.

Procedure:

a. A Field Incident Form must be completed by the attending Supervisor and forwarded to the Quality Assurance/Training Manager Immediately.
b. The individual in violation will be placed on immediate administration leave with pay until an investigation is completed
c. A full investigation completed by the Quality Assurance/Training Manager and reviewed by the Director of Operations, Chief Executive Officer and the Medical Director in writing.
d. Termination of the employee will occur after the full investigation is completed and found that gross negligence was the fault of the EMT. However, if the EMT was found negatively responsible for the occurrence and disciplinary action is warranted, suspension but no less than a written reprimand may be issued **or** after review and consultation of the executive managers to include medical direction, other disciplinary actions may be imposed and handled on a case by case basis.
e. This incident may be reported to the Injury Prevention and EMS Bureau for investigation and reporting to the NM EMS Licensing Commission.

2. Moderate Level QA Violation:

a. Policy procedure violation in which possibility of death or injury of a patient may occur due to improper equipment checks, lack of inventory accountability of supplies, etc.
b. Driving violation in which an EVO response to/with a patient violated driving safety guidelines.
c. Any situation where negligence occurs when the patient, other medical staff, crewmembers, or bystanders were endangered.
d. A situation in which a supervisor/employee fails to report any incident that compromises the care of the patient and/or employee due to an accident or exposure (OSHA violation).
e. When protocols are not followed due to an improper patient assessment.
f. This may be a low level incident, but with a repeated violation.

Procedure:

a. A Field Incident Form must be completed and/or employee counseled and informed of the violation in writing.
b. A full investigation completed by the Quality Assurance/Training Manager and reviewed by the Medical Director(s). After review, the Medical Director(s) shall forward what action(s) are to be taken to the QA/Training Manager for consult with the Director of Operations
c. Disciplinary action to include suspension or up to termination of the employee will occur after the full investigation is completed and found that gross negligence was the fault of the EMT. However, if the EMT was found negatively responsible for the occurrence and disciplinary action is warranted, up to termination but no less than a written reprimand may be issued **or** after review and consultation of the executive managers to include medical direction, other disciplinary actions may be imposed and handled on a case by case basis
d. Remedial training of the employee shall take place after the investigation is completed and there were findings of negligence on the part of the EMT. Furthermore, ongoing field evaluations and continued remedial training shall take place until such time the QA/Training Manager, along with the Director of Operations and the Medical Director(s); feel that the employee is cleared to function at his/her level of EMT.
e. When a situation occurs at this level with an outside medical staff member, fire dept., hospital, or flight crewmember, it will be forwarded to the QA/Training Manager, who

will, in turn, forward it to the Director of Operations and the Medical Director(s) for review. The SAS Medical Director(s) may contact the outside agency Medical Director for further consultation.

f. This incident may be reported to the Injury Prevention and EMS Bureau for investigation and reporting to the NM EMS Licensing Commission.

3. Low Level QA Violation:

a. Policy procedure violation that occurred due to the lack of equipment checks or the lack of inventory accountability of supplies.
b. Driving violation(s) by an SAS EVO, which violated any driving safety guidelines.
c. Any situation where negligence occurs with the patient by other medical staff, crewmembers or bystanders.
d. A situation in which a supervisor/employee fails to report any incident due to an accident or safety issue.
e. When protocols and or policies are not followed.

Procedure:

a. A Field Incident Form must be completed and/or employee counseled and verbally informed of the possible violation.
b. This level must have a full investigation completed by a Field Supervisor and reviewed by the QA/Training Manager. The QA/Training Manager may choose to forward the completed investigation to the Medical Director(s) for further review and direction.
c. Disciplinary action and remedial training of the employee shall take place after the investigation is completed and there were findings of gross negligence on the part of the EMT. However, if the EMT was found negatively responsible for the occurrence and disciplinary action is warranted, review and consultation of the QA/Training Manager, Director of Operations and Filed Operations Managers will determine level of disciplinary actions needed
d. Ongoing field evaluations and continued remedial training shall take place until such time the QA/Training Manager, along with the Medical Director(s), feel that the employee is cleared to function at his/her level of EMT.
e. When a situation occurs at this level with an outside medical staff member, fire dept., hospital, or flight crewmember, it will be forwarded to the QA/Training Manager who will, in turn, forward it to the Medical Director(s) for review.
f. The SAS Medical Director(s) may contact the outside agency Medical Director for further consultation.
g. This incident may be reported to the Injury Prevention and EMS Bureau for investigation and reporting to the NM EMS Licensing Commission.

CONTINUED QA VIOLATION OCCURANCES

Upon investigation by the QA/Training Manager and/ or his designee it is found that there is a continued pattern of QA violation occurrences disciplinary action to include suspension or up to termination of the employee may occur dependent upon the results of the investigation and circumstances surrounding the repeated violation.

QA Checklist Definitions

The checklist is designed to identify critical areas of review. Simply checking yes or no will identify if the objective was completed or not and prevent the reviewer from subjectively reviewing the report from their own way of doing things and keeping the review objective.

Section I: Documentation

Patient Demographics: Name, DOB, SSN, Address, etc. All requirements needed for billing (standard demographic requirements).

Information Complete: If information is not complete, what is missing? This will allow for tracking of continuous areas missed and target those specifics.

Time Sequence: Are all times true and in consistent order. This would allow for tracking of delayed assessments, treatments, transports, pick ups, etc.

Section II: Medical Care

The following are self explanatory:

- Chief Complaint /Reason for transport
- Patient History
- Medications Identified
- Allergies Identified

System Specific Assessment Identified: If a patient is being transported due to shortness of breath, is the EMT assessing all aspects of respiratory, i.e., lung sounds, chest palpation, SpO2. This would also tie into assessing other related systems, cardiac, LOC, BGL, etc. If the patient has a possible fractured foot is ROM, Capillary refill, etc. being assessed.

Diagnostic Testing Completed: Is the EMT taking vital signs and how often? Are they utilizing EKG monitoring when necessary, Pulse OX, Temperature, BGL (especially with altered mental status patients), ETCO2 monitoring, etc.

Appropriate Treatment: This area ties into Section III. Treatment might have been appropriate but might have deviated from scope of practice and/or protocol. ***Example,*** *a patient requires EPI for cardiac arrest and an EMT-Intermediate delivers EPI: 1:10,000 via the ET tube due to the EPI 1:1,000 not being readily available. EPI 1:10,000 is an acceptable treatment for cardiac arrest, however, based on scope of practice or protocol, it is not recommended or not allowed. Treatment was appropriate but violated scope or protocol. The violation can be addressed in Section III.*

Section III: Compliance with Rules and Regulations

Protocol Compliant: Self explanatory
Scope of Practice Compliant: Self Explanatory
Section IV: Reviewer Comments / Recommendations: The reviewer would notate as such for the report writer to have a clear picture of what was not done correctly, provide positive feedback on how to improve a particular area of concern and/or simply provide constructive suggestions, while allowing the report writer to see what was done correctly, and where the focus needs to be directed for process improvement.

Section IV: Skills

All skills performed by the report writer. This information will be utilized for statistical reporting of frequent / infrequent skill usage. This will also allow for training curriculum development for infrequent skill usage.

Section V: Reviewer Comments / Recommendations

Proactive comments include the reasoning behind the submission of Patient Care Reports (PCR's) to the QA/ Training Manager and agencies Medical Director, for further review.

Quality Improvement Plan

No further action required: Everything is complete and within required guidelines.

Review the following protocol or SOG: The entire review was good and within requirements, however, there were very minor discrepancies such as; times were off, a second set of vitals were not taken, a drug was administered and the effects were not sufficiently documented or the undesired effect of a drug was not documented as per pharmacy requirements.

Refer to QA/Training Manager: This would be a red flag issue, improper treatment, major documentation deficits, complaints, injury to patient, or if the reviewer feels that this particular call should have been elevated to the next care provider (basic to intermediate or paramedic) and obvious errors at which time medical control consultation would be initiated if required.

Other: The report writer uses medical terminology not acceptable, the reviewer might recommend the report writer review his/her medical terminology book, if there are numerous misspellings recommend the report writer review a dictionary or improve penmanship.

The checklist is filled out by the reviewer and once completed, attached to the report and given to the report writer for review. The report writer will only review his/her QA evaluation on site and complete the report writer comment sheet and place in the QA/Training Manager's box prior to leaving the facility.
The QA documents will be kept on file for tracking trends in continued violations, aid in revamping current policies and protocols where needed and provide information for training curriculum development or improvement.

Section VI: Report Writer Comments

This allows the writer to comment on his/her review and also provide positive feedback on the review process or further explain areas unclear to the reviewer that could support the treatment and or documentation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE SECTION

**This plan has been reviewed and approved by members of management to include the Medical Director(s).*

This policy will take effect beginning September 1, 2009, and be continuously reviewed for necessary changes and updates.

Date of Most Recent Effective Update: July 01, 2020. Revision Number: 11

Chris L. Archuleta, CEO **Date**

Manual Archuleta, Director of Operations **Date**

Scott Wilson, NR-P, I/C, QA/Training & Education **Date**

Justin Hazen, M.D., Medical Director **Date**

***Original Signature are on file with Superior Ambulance administration**

Most Recent Update and Revision #:
September 01, 2009, Revision #: Initial (1)
July 01, 2020, Revision #: 11

EXHIBIT – M

DRUG and ALCOHOL

POLICY

Superior Ambulance Service
Policies and Procedures

Department: SAS Operations		Page 1 of 8	Policy Number: OPS1
Subject: Drug and Alcohol Policy	Policies Referenced:	Date Issued: 12/30/1999	Date Revised/ Reviewed: 12/1999, 05/2005, 02/2016, 02/2017, 02/2018

Drug and Alcohol Policy

Superior Ambulance prohibits all employees from reporting to work or working with the presence of any unlawful drugs or other substances, which can impair job performance in their systems. Although legitimate use of prescription or over-the-counter medication is not prohibited, you must consult with your supervisor whenever you are taking any medication, which may impair your ability to work safely and effectively.

Employees are also prohibited from being intoxicated by alcohol while at work, during working hours, or on Company property. A Blood Alcohol Content of .02% or higher will result in an automatic presumption of intoxication. In addition, employees are prohibited from using, selling, distributing or possessing drugs or alcohol while at work, during working hours, or on Company property. The Company also prohibits outside conduct which is unlawful, or which otherwise affects your work, our relationship with customers, or which reflects badly on the Company.

The Company maintains pre-employment screening practices to prevent the hiring of individuals engaged in unlawful drug use. The Company also requires current employees to submit to a drug and/or alcohol test on the following occasions:

- Where there is reasonable suspicion that this policy has been violated.
- After an accident, as outlined in this policy.

The Company will also test in compliance with D.O.T. regulations, which require covered drivers to submit to pre-employment, reasonable suspicion, and post-accident.

Violation of any of the provisions of this Policy (such as by testing positive) will subject you to disciplinary action, up to and including immediate discharge. Refusal to cooperate with the Company in any test, search, or investigation conducted pursuant to this policy will also result in disciplinary action, up to and including immediate discharge. The Company is willing to assist employees who acknowledge that they have a drug and/or alcohol problem. Should the employee choose treatment, the Company's group medical plan offers confidential assistance. Under no circumstances does participation in rehabilitation guarantee continued employment.

Company Statement

Superior Ambulance recognizes its obligation to provide a safe, healthful, efficient working environment for its employees. Furthermore, all Superior Ambulance employees have an obligation to both their fellow employees and our customers to perform their job in the safest, most efficient, and most courteous manner possible. Being under the influence of drugs or alcohol on the job, as well as the use of drugs or alcohol off the job, impairs an employee's ability to function in a safe and efficient manner.

Only by ensuring that employees are physically and mentally fit to perform productive work can Superior Ambulance fulfill its responsibilities to the organization and the public. As a consequence, Superior Ambulance has implemented this drug and alcohol-screening program. The purpose of the program is to assist each employee in maintaining physical and mental fitness to perform his or her duties to the best of

their abilities. Compliance with this general obligation, as well as submission to and cooperation with drug and alcohol screening tests at any time while on the job, when such testing is necessary or desirable in the judgment of Superior Ambulance, is a condition of continued employment. All safety sensitive employees by signed statement, are required to acknowledge this Program (Form: Drug and/or Alcohol Testing Consent Form). Further, all applicants for employment who are accepted for hire by Superior Ambulance must submit to a screening test for drugs (Form: Drug and/or Alcohol Testing Consent Form).

Employees are responsible for acknowledging their substance abuse problem, and for seeking counseling or rehabilitation assistance.

The following Drug & Alcohol policy is designed to comply with CEB 40, Part 40, 391 & 393, and Public Law 100-690, "The Drug Free Work Place Act of 1988".

Definitions

"Alcohol" means spirits, wine, malt beverages, and intoxicating liquors.

"Confirmatory Test" means an analytical procedure to identify the presence of a specific drug or metabolite, which is independent of the initial test and uses gas Chromatography/mass spectrometry (GS/MS).

"Illegal Drugs" for purposes of this policy, means:

- Any drug which is not legally obtainable at the federal level; to include: marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines or a metabolite of these drugs.
- Any drug which is legally obtainable, but which has not been legally obtained.
- Any drug which has been legally obtained, but which is being used for other than the purpose for which it was prescribed.

"Initial Test" means a sensitive, rapid and reliable immunoassay procedure, which meets the requirements of the Food and Drug Administration for commercial distribution to identify negative and presumptive positive specimens.

"Laboratory" means an independent laboratory that is certified by The National Institute on Drug Abuse and the College of American Pathologists in Forensic Urine Drug Testing.

"Legal Drugs" for purpose of this policy means prescribed drugs and over the counter drugs, which are being used for purpose for which they were prescribed or manufactured.

"Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by Superior Ambulance's Drug Testing Program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual confirmed positive test results together with his or her medical history and any other relevant biomedical information.

"Reasonable Suspicion" that an employee is under the influence of drugs or alcohol, for purposes of this policy means that in the judgment of management, the employee exhibits one or more of the objective

symptoms of being under the influence of drugs or alcohol as set out in paragraph 2.1.10 of this policy. Reasonable suspicion also means any objectively identifiable and unexplained deterioration in the quality or quantity of an employee's normal behavior or work performance. Objective criteria include, but are not limited to, chronic tardiness, excessive absenteeism, an excessive number of on the job accidents, disruptive conduct, deterioration in productivity, deterioration in work quality, excessive health problems, failure to meet work schedules, carelessness in personal appearance or hygiene and drastic mood swings.

"Under the Influence" of drugs or alcohol, for purposes of this policy means that the employee is affected by the use of a drug or alcohol in an objectively detectable manner. For purposes of this policy, objective criteria include, but are not limited to, loss of physical coordination, slurred speech, erratic behavior (i.e.. unusual belligerence or excitability), impaired judgment, and a detectable odor of alcohol on an employee's breath. Any employee using alcoholic beverages or illegal drugs during working hours will be presumed to be "under the influence" of drugs or alcohol irrespective of the presence or absence of other symptoms of being under the influence.

"Safety Sensitive Position" as approved by the Board of Directors, is defined as all positions other than clerical.

Statement of Policy

The following rules represent the policy of Superior Ambulance regarding drug and alcohol abuse. These rules are effective immediately, shall apply and are enforced uniformly with respect to all employees.

The presence, in any detectable amount, of any illegal drug, in an employee while performing company business, while in a company facility, or while in or operating a company vehicle, is strictly prohibited. The use, sale, purchase, transfer or possession of an illegal drug by any employee while performing company business, while in or operating a company vehicle, is strictly prohibited. Any employee who violates this policy will be subject to termination.

All employees are prohibited from possessing, selling, transferring or purchasing illegal drugs or alcohol during working hours, while on company property, or while operating company owned vehicles or equipment. Any activity by employees involving possession, sale, transfer or purchase of illegal drugs will be reported to the appropriate law enforcement agency.

All employees are prohibited from using or being under the influence of legal drugs during working hours to the extent that the use of any such legal drug may affect the safe and efficient performance of the employees' job duties or endanger the safety of co-workers or members of the public. An employee using a legal drug, whether prescription drugs or over-the-counter medication that could affect work performance, must notify his or her supervisor, and may be required to obtain a letter from the employee's physician indicating that the employee's continued presence on the job while using the legal drug does not constitute a threat to the employee's safety or the safety of co-workers or members of the public. An employee using a legal drug who is unable to safely perform his or her job may be required to take a leave of absence for the duration of time the employee is using the legal drug. Cases will be evaluated by the organization's Medical Director to determine if the drug is allowed or denied.

Department: SAS Operations		Page 4 of 8	Policy Number: OPS1
Subject: Drug and Alcohol Policy	Policies Referenced:	Date Issued: 12/30/1999	Date Revised/ Reviewed: 12/1999, 05/2005, 02/2016, 02/2017, 02/2018

In accordance with Section 2.2.3, all employees shall cooperate with a search of any employee locker, or search of company owned vehicles or equipment to which they are assigned, if the management should so require.

Any employee who pleads no contest to, or is convicted of a criminal offense involving possession, sale, transfer or purchase of illegal drugs will be terminated from employment.

Any employee who pleads no contest to, or is convicted of a criminal offense involving operating a motor vehicle under the influence of drugs or alcohol during working hours, will be terminated from employment.

Refusal to submit to a drug or alcohol test when such a test is required under this policy shall be grounds of termination.

An employee, who is involved in a company motor vehicle accident and is subject to "Post Accident Testing" which determines that the employee was under the influence of drugs or alcohol during working hours, will be terminated from employment.

An employee who tests positive for drug or alcohol use pursuant to a test required by this policy, depending on the circumstance/violation, may remain employed if the employee agrees to and successfully completes a professional and certified rehabilitation program approved by the Company, at the employee's expense. The employee must provide proof of enrollment in program within ten (10) days of testing positive. The program will be approved by the Board of Directors.

An employee who tests positive for drug or alcohol use pursuant to a test required by this policy shall be terminated from employment if the employee refuses to participate in an approved rehabilitation program, or does not successfully complete an approved rehabilitation program

An employee who successfully completed an approved rehabilitation program, and upon a second (2^{nd}) offense tests positive for drug or alcohol use pursuant to a test required by this policy will be terminated from employment.

An employee who successfully completes an approved rehabilitation program, and continues employment with Superior Ambulance shall be subject to a minimum of four (4) random tests within the following twelve (12) months following the initial positive test.

An employee who tests positive can request a second (2^{nd}) test to be conducted at the expense of the employee. If the second (2^{nd}) test is positive, the procedure outlined above will be followed. If the second (2^{nd}) test is negative, no further action will be taken, and the employee will return to his/her employment status.

Requirements for Drug and Alcohol Testing

All employees in a safety sensitive position are required to undergo drug testing for all of the following conditions: All employees, irrespective of job position, are subject to reasonable cause drug and alcohol

Department: SAS Operations		Page 5 of 8	Policy Number: OPS1
Subject: Drug and Alcohol Policy	Policies Referenced:	Date Issued: 12/30/1999	Date Revised/ Reviewed: 12/1999, 05/2005, 02/2016, 02/2017, 02/2018

testing, and testing in other circumstances where Superior Ambulance management deems such action appropriate.

Pre Employment Testing

All applicants who are accepted for employment of a safety sensitive position, and any employee transferred to a safety sensitive position, are required to submit to drug testing prior to commencing work.

Driver Testing

All drivers are required to incorporate a drug test as part of their initial physical examination.

Reasonable Suspicion

Employees will be required to undergo drug or alcohol testing if in the company's view, there is reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. A supervisor must report any reasonable suspicion to an officer of the company who will verify that a reasonable suspicion exists and order a drug test of the employee. A written statement will be prepared.

A supervisor level employee will accompany the employee to be tested to the collection site where the specimen is to be collected.

The employee will be suspended without pay until the test result is obtained. A negative result will be a suspension with pay.

Post Accident Testing

When any employee has caused a work-related accident, the employee may be required to undergo a drug test and can be suspended with pay pending the outcome of the test. Any employee involved in a work related accident may be required to undergo a drug test. A post accident test will be performed if any of the following criteria is met:

- The accident has an estimated damage amount equal to or greater than $3,000.00.
- An injury occurs as a result of the accident. An injury for purposes of this policy is defined as an injury requiring medical treatment and/or requiring any absence from work.

Procedures for Testing

The following are the procedures for collection, laboratory analysis, and reporting for drug and alcohol testing.

Collection of Specimens

A normal and usual collection site will be established to conduct all testing, except for, post accident

testing when an accident has occurred at a location geographically removed from Albuquerque. In such an event, Superior Ambulance will arrange for the collection of a urine and breath specimen by a laboratory, doctor's clinic, or hospital as reasonably close to the accident location as possible.
A collection site will possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection security, temporary storage, and transportation or shipment of the samples to the laboratory.

Drug Tests (Laboratory Analysis)

Superior Ambulance will designate a laboratory certified by The National Institute on Drug Abuse and The College of American Pathologists in Forensic Urine Drug Testing to conduct the initial and/or confirmatory drug tests.
The drugs tested for are: marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines, or a metabolite of these drugs. The test results will be sent directly to the MRO.
The cutoff level used to determine whether a drug test is negative is the lowest level as determined by state or federal law at the time the test is made.

Alcohol Testing

A test for alcohol by breath will be collected by the same collection sites and be tested by the same laboratory used for drug testing. The cutoff level used to determine whether an alcohol test is negative is the lowest level as determined by state or federal law at the time the test is made.
The test results will be sent directly to the MRO.

Reporting and Review of Results

All test results will be reviewed by the MRO. Prior to making a final decision to verify that a test is positive for an individual, the MRO shall directly contact the individual and give the individual an opportunity to discuss the test results with him or her. If the MRO is unable to reach the individual directly, the MRO may verify a test as positive. The MRO may verify a test as positive if the employee expressly declines the opportunity to discuss the test.

In the event of a positive test result, the employee will be informed by Superior Ambulance management of the test result, what drug was discovered, and in the event the test was positive, of his or her alternative for rehabilitation or termination.

Employee Assistance Program (Training)

All employees in safety-sensitive positions will be required to participate in a training program for drug and alcohol abuse.
The training program will consist of the following elements:
- The effects and consequences of alcohol and controlled substance use on personal health, safety, and work environment.
- The manifestations and behavioral changes that may indicate controlled substance use or abuse.
- The training program will consist of at least 60 minutes of training.

Department: SAS Operations		Page 7 of 8	Policy Number: OPS1
Subject: Drug and Alcohol Policy	Policies Referenced:	Date Issued: 12/30/1999	Date Revised/ Reviewed: 12/1999, 05/2005, 02/2016, 02/2017, 02/2018

Records

Two specific types of records must be kept:
- Employee Substance Test Results
- Calendar Year Summary

Employee Substance Test Results

The information to be recorded in the employee file shall contain only the following:
- The type of test for which the specimen was collected.
- The date of the collection.
- The location of the collection.
- The name of the person or company who: Performed the collection, Tested and analyzed the specimen, Served as MRO.
- Whether the test result was positive or negative and, if positive, the controlled substance identified.

Calendar Year Summary

Superior Ambulance is required to maintain a summary on a calendar year basis of the records related to the administration and results of the controlled substance testing program. This calendar year summary is confidential and will only be released to the appropriate state or federal agency as required by law. The summary will include:

- The total number of tests administered.
- The total number of tests administered by category: pre-employment, reasonable cause, and post accident.
- The total number of individuals who did not pass a controlled substance test by testing category.
- The total number of individuals who did not pass a controlled substance test.
- The disposition of each individual who did not pass a controlled substance test.
- The number of controlled substance tests performed by a laboratory that indicated evidence of a prohibited controlled substance test or a metabolite in the screening test in a sufficient quantity to warrant a confirmatory test.
- The number of controlled substance tests performed by a laboratory that indicated evidence of a prohibited controlled substance test or a metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding to the MRO.
- The number of controlled substance tests reported as "positive" to the MRO according to the substance category: Marijuana, cocaine, opium, PCP or amphetamine.

Confidentiality

Superior Ambulance will make all reasonable efforts to maintain the confidentiality of test results. The MRO will only release test results to the officers of the company or their designated representative. The individual test results will not be released by the company to anyone without prior written authorization

of the employee.

Record Retention

All records maintained by Superior Ambulance shall be retained for five years.

All records maintained by the laboratory shall be retained for two years.

All records of the MRO, who is the sole custodian of individual test results, shall be retained for five years.

Reviewed by: _____ Date: 2/1/18
Loretta Archuleta, Administrative Director
Board of Directors

Approved by: _____ Date: 2/1/2018
Chris L. Archuleta, ~~Chief~~ Executive Officer
Board of Directors

SUPERIOR AMBULANCE SERVICE INC.
DRUG AND/OR ALCOHOL TESTING CONSENT FORM

EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug / alcohol testing policy of Superior Ambulance Service Inc., to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis upon request. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have Superior Ambulance and/or its physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under company policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to Superior Ambulance and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize Superior Ambulance to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its physician, and any testing laboratory Superior Ambulance might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless Superior Ambulance, its company physician, and any testing laboratory Superior Ambulance might use, for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN AND / OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST. I ALSO UNDERSTAND I AM REQUIRED TO SUBMIT FOR TESTING ON A RANDOM BASIS PER COMPANY POLICIES, AND ANY FAILURE TO ADHERE TO THIS REQUIREMENT MAY BE GROUNDS FOR IMMEDIATE TERMINATION OF EMPLOYMENT.

Created on 9/4/2012 2:58:00 PM by jchacon

EXHIBIT – N

VEHICLE LIST

Equipment Listing Report

Innovative Maintenance Systems

\Superior Ambulance\Las Vegas\Ambulances (5)

Equipment	Year, Make, Model	Mileage	Unit #	Serial #	Type	Tag #	Operator
1-2171 - 2006 FORD Ambulance	2006 Ford E-350	196,047	1-2171	1FDWF37P26EA20271	Type 3	18814FLA	,
2172 - 2004 Ford Ambulance	2004 Ford E-350	388,298	2172	1FDWF37P54ED48801	Type 3	14645FLA	,
2173 - 2000 Ford F350	2000 Ford F350	366,322	2173	1FDWF36F4YEB62374	Type 3	17744FLA	,
2174	2000 Ford F350	370,673	2174	1FDWF36F0YEB62372	Type 3	17745FLA	,
2175	2004 Ford F350	397,523	2175	1FDWF37P74ED41882	Type 3	14811FLA	,

Total equipment listed = 5

EXHIBIT – O

FLEET MAINTENANCE

Schedule Name: 911 systems

Task Name	Track?	Priority	Interval (Date)	Fixed Expire (Dates)	Adv. Notify (Days)	Interval (Units)	Fixed Expire (Units)	Adv Notify (Units)
Inspection								
Annual Inspection	Yes	HIGH	------- day(s)	2/1/1930	-------	50,000	-------	-------
Check Alternator, Record Load Test	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Antifreeze Level & Protection	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Brake Fluid	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Emergency Lights	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Fire Extinguisher	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Gauge Operation	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Power Steering Fluid / Pump	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Rear Axle Fluid Level	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Seat Belt Operation	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Tire Tread, Record Tread Dep	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Transmission Fluid	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Windshield	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Windshield Washer Fluid	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Check Windshield Wipers	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Front Seal, Note Any Leaks	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Head/Brake/Running Lights	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Suspension	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Brakes, and Record	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Crossmember Bolts	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Engine Belts	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Exhaust System	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Hoses	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Interior	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Inspect Radiator	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Patient Compartment Lights	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------

Schedule Name: 911 systems

Task Name	Track?	Priority	Interval (Date)	Fixed Expire (Dates)	Adv. Notify (Days)	Interval (Units)	Fixed Expire (Units)	Adv Notify (Units)
Inspection								
Primary Battery, Record Load Test	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Rear Main Seal, Note Any Leaks	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Second Battery, Record Load Test	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Spot Inspection	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Tire Pressure, Record Pressure	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Valve Cover Gaskets, Note Any Leak	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Normal								
Air Condition Service	Yes	HIGH	------- day(s)	-------	-------	50,000	-------	-------
Air Filter, Replace	Yes	HIGH	------- day(s)	-------	-------	12,000	-------	-------
Brake Fluid Flush	Yes	HIGH	520 day(s)	-------	-------	30,000	-------	-------
Change Oil and Filter	Yes	HIGH	180 day(s)	-------	-------	4,000	-------	-------
Change Rear Axle Fluid	Yes	HIGH	------- day(s)	-------	-------	40,000	-------	-------
Change Transmission Fluid / Filter	Yes	HIGH	------- day(s)	-------	-------	15,000	-------	-------
Change Windshield Wipers	Yes	HIGH	180 day(s)	-------	-------	-------	-------	-------
Clean Engine	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Cooling System Flush	Yes	HIGH	------- day(s)	-------	-------	40,000	-------	-------
Engine Belts, Replace	Yes	HIGH	------- day(s)	-------	-------	60,000	-------	-------
Fuel Filter, Replace	Yes	HIGH	------- day(s)	-------	-------	12,000	-------	-------
Fuel Injectors / Additive	Yes	HIGH	90 day(s)	-------	-------	8,000	-------	-------
Lube Chassis	Yes	HIGH	90 day(s)	-------	-------	8,000	-------	-------
Lubricate Door Hinges	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Radiator Hoses, Replace	Yes	HIGH	------- day(s)	-------	-------	60,000	-------	-------
Rotate Tires	Yes	HIGH	240 day(s)	-------	-------	8,000	-------	-------
Suspension Rebuild	Yes	NORMAL	------- day(s)	-------	-------	60,000	-------	-------
Other								
Damage inspection	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------
Decal inspection	Yes	HIGH	30 day(s)	-------	-------	4,000	-------	-------

Schedule Name: 911 systems

Task Name	Track?	Priority	Interval (Date)	Fixed Expire (Dates)	Adv. Notify (Days)	Interval (Units)	Fixed Expire (Units)	Adv Notify (Units)
Other								
Wax Exterior	Yes	HIGH	180 day(s)	-------	------	40,000	-------	-------

EXHIBIT – P

EQUIPMENT and SUPPLY

INSPECTION REPORTS

Ambulance Preparation Plan

This Ambulance Preparation Guide will serve as a mean to prepare all newly acquired ambulances uniformly prior to it being placed in service. The stocking and load out will comply with all regulations for NMPRC and KKK standards. The units will also adhere to the established standards for both inter-facility and 911 responses. This will allow any "reserve" unit to be placed into a service in any capacity at a moment's notice in the event of a unit failure, or in the event of a Multi-casualty event where the system will have to activate additional support units.

All Ambulances purchased and dispatched shall meet or exceed the GSA Standards fro ambulances listed under the KKK 1822-E standards for operation.

The following is the required equipment and supplies required currently under the combined standards:

Equipment:

1 Semi Automatic Defibrillator

Suction Systems:
1 On Board Suction Unit
1 Portable Suction Unit ***either*** Manual or Battery Powered

Oxygen Delivery System:
Fixed On-Board Oxygen supply with:

1. High Flow On Board Regulator
2. Minimum of 1 On Board Flow meter with Tubing adapter

Portable Oxygen delivery devices which are capable of delivering at least 60 minutes of oxygen at a flow rate of 10 liters per minute, or as a minimum 2 D cylinders. 1 of the cylinders will be designated as Primary and be outfitted with a yoke type regulator, liter per minute flow control, and contents supply gauge.

2 D Cell Flashlights or equivalent flashlights with batteries

Stretcher Requirements:
1 all purpose multi – level ambulance stretcher with safety straps, and impervious mattress.
Stretcher shall be configured with at a minimum an IV Pole, and an Oxygen Mount located under the head of the bed
The stretcher shall be secured when in the vehicle via a crash resistant locking / securing mechanism which will be permanently mounted in the vehicle, and are designed for the stretcher being used.

A safety catch will be installed on the floor of the unit to help prevent the accidental puling of the stretcher out and collapsing. This catch will be mounted in such a way so as to not allow the stretcher to be removed from the vehicle without engaging the catch.
2 sets linen including 2 Blankets, and pillows

Safety Equipment:

Fire extinguisher ABC rated Extinguisher in either one (1) 10 pound or two (2) 5 pound canister configuration with current inspection tag attached and displayed.

Radio Communications:

1 UHF Frequency two way radio capable of direct communications between the EMT and the receiving medical facility (EMSCOM Frequencies). Option which may be necessary is if the medical facility utilizes other frequencies designated by the FCC as Emergency Medical Radio Service (EMRS) which is compatible with the Statewide EMSCOM system.
1 copy of the EMSCOM Communication System Manual.

1 800 MHz Frequency two way radio capable of direct communications with Superior Base.

If applicable 1 VHF two way radio capable of direct communications between the unit and the 911 or PSAP agency dispatching the unit on calls.

2 handheld two way radios capable of communications between their primary base of dispatch be it Superior Base (800 MHz) or 911 / PSAP (VHF).

3 Triangular Reflective devices for increasing visibility of the unit if it is temporarily incapacitated next to a roadway on the shoulder.

Reflective Apparel in sufficient quantity to outfit the total crew members on the unit as designated by the OSHA and DOT standards.

1 current copy of the North American Response Guidebook

Durable Medical Equipment:

Splints:

1 Adult Traction Splint with supportive slings, hitches, and Traction device
1 KED
2 Sets Backboards
2 sets straps, (6 individual, 2 "spider" style)
2 Head Blocks

2 Sets Rigid Splinting Devices or equivalents capable of splinting both upper and lower extremities for sizes Infant, Child, and Adult.

Required Supplies for the Ambulance:

1 set Blood pressure cuffs ranged for infant, pediatric, and adult sizes either manual Sphygmomanometer or Non Invasive Blood Pressure Machine.
1 Stethoscope
12 sterile soft roller bandages (Kerlix / Kling Style)
6 Triangular Bandages
1 Box Band Aids
1 pair Trauma Sheers
6 Sterile Trauma Dressings in Large and Small Sizes (3 Each)
50 Sterile 4X4 woven Sponge Dressings
4 rolls Adhesive Tape (2 - 1 inch and 2 - 2 inch)
4 Cold Packs
4 Hot packs
2 Sterile Burn Sheets – Individually Wrapped
1 Manual Resuscitation Devices (BVM) sized for each size, Adult Peds, and Infant Along with a sufficient supply of see through masks for each age range.
2 sets OPA sizes 0 through 5(Infant through Adult)
3 sterile Occlusive Dressings, (Petroleum Impregnated Gauze)
2 sets of rigid plastic Cervical Collars to fit sizes infant, child, and adult
1 commercially available OB Kit with Sterile Devices to clamp and cut the Umbilical Cord
1 Bulb Suction Device
One Emesis basin or large bag
2 liters of sterile water or saline for irrigation
6 minimum Disposable Nasal Canulas in Adult, and Peds Sizes
6 minimum Disposable High Concentration Oxygen Masks in adult and Peds Sizes
* Optional 1 package of Non Sterile 4X4 Woven sponge Dressings

A sufficient Quantity of Infection Control devices to include Gloves in the most common sizes(S, M, L, XL), (special sizes will be provided on a case by case individual basis), Goggles, and Mask with Eye Shield protection.

Medications:

Shall be carried in the amounts designated by the service for the identified service per the EMS Scope of practice. The storage device utilized will be what is identified by the ownership and management, (if applicable) of the company.

Portable Medical Kit:

Each portable Medical kit assigned to the unit will contain at a minimum the following:
1 Sphygmomanometer with cuffs for sizes Infant, Peds, and Adult.
1 stethoscope
4 Soft sterile Roller, (Kerlix / Kling) style bandage
3 triangular bandages
2 trauma dressings
10 4X4 Sterile Dressing bandages
1 roll tape each size 1 inch and 2 inch
1 pair trauma shears
1 penlight
2 Sterile Burn Dressings
1 Adult Size BVM (pediatric and infant are allowed to be on the Unit)
1 set OPA Sizes 0 through 6, (Neonate through Adult)
2 Sterile Occlusive Dressings (Petroleum Impregnated Gauze Bandages)
Multiple Sized pairs of Gloves

Additional Required Equipment required for Advanced Level Care:

Assortment of IV Catheters (minimum5 ea of 14, 16, 18, 20, 22, 24 Gauges)
IV Drip tubing Minimum of 5 ea Macro – 10 Drop, and Micro 60 Drop Sizes)
Burettrol Tubing or Add in Chambers, minimum of 2
2 Intra Osseous needles 1 each 18ga and 15 ga
1 Pediatric Dosage Wheel or Tape
Assorted IV Fluids for infusion Minimum of 6 1,000ml Normal Saline Bags (Optional Minimum 3 1,000 ml Lactated Ringers Bags, Other sized bags as deemed appropriate per Scope of practice).
1 ea Laryngoscope Handle - Large and Small
1 Set ea Laryngoscope Blades Miller and MacIntosh Sizes 0 through 4 (with spare bulbs and batteries minimum 1 bulb each size and 1 set batteries for each size)
1 ea Magill Forceps Adult and Peds
2 ea Adult and Pediatric Stylets for Endotracheal Tubes
2 ea Assorted Un-cuffed Endotracheal Tubes in sizes 2.5 through 6.0
2 ea Assorted Cuffed Endotracheal Tubes in sizes 6.0 through 8.0

*Please see itemized and attached Check listing for simplicity of review.

Ambulance Stocking Checklist

1 On Board Suction Unit		3 Sterile Occlusive Dressings	
1Portable Suction Unit ***either*** Manual or Battery Powered		2 sets of rigid plastic Cervical Collars to fit sizes infant, child, and adult	
High Flow On Board Regulator		1 commercially available OB Kit	
On Board Flow meter with Tubing adapter		1 Bulb Suction Device	
2 D Cell Flashlights with batteries		One Emesis basin or large bag	
1 all purpose multi–level ambulance stretcher		2 liters of sterile water or saline for irrigation	
Stretcher safety straps		6 Disposable Nasal Canulas (Adult)	
Stretcher impervious mattress		6 Disposable Nasal Canulas (Peds)	
Stretcher mechanism locking device		6 Disposable High Concentration Oxygen Masks (Peds)	
Stretcher safety catch		6 Disposable High Concentration Oxygen Masks (Adult)	
Fire extinguisher(1) 10 pound or (2) 5 pound		2 sets OPA sizes 0 through 5	
(1) UHF Frequency two way radio		1 Box gloves (Small)	
(1) copy of the EMSCOM manual		1 Box gloves (Medium)	
(1) 800 MHz Frequency two way radio		1 Box gloves (Large)	
(1) VHF two way radio (Optional)		1 Box gloves (Extra Large)	
2 handheld two way radios		5 IV catheters 14 Ga	
3 Triangular Reflective devices		5 IV catheters 16 Ga	
Reflective Apparel to outfit crew members		5 IV catheters 18 Ga	
(1)North American Response Guidebook		5 IV catheters 20 Ga	
1 Adult Traction Splint		5 IV catheters 22 Ga	
1 KED		5 IV catheters 24 Ga	
2 Backboards		5 Macro IV Drip tubing	
2 sets straps, (6 individual, 2 "spider" style)		5 Micro IV Drip tubing	
2 Head Blocks		2 Burettrol Tubing or Chambers	
2 Sets Extremity Splinting Devices		1 Intra Osseous needle 18ga	
1 set Blood Pressure Cuffs (A,P,I)		1 Intra Osseous needle 15ga	
1 Stethoscope		1 Pediatric Dosage Wheel or Tape	
12 sterile soft roller bandages		6 Normal Saline Bags 1,000ml	
6 Triangular Bandages		1Large Laryngoscope Handle	
1 Box Band Aids		1 Small Laryngoscope Handle	
1 pair Trauma Sheers		1 Set Laryngoscope Blades 0 - 4 Miller	
6 Sterile Trauma Dressings 3 L, 3 S		1 Set Laryngoscope Blades 0 - 4 Mac	
50 Sterile 4X4		1Magill Forceps Adult	
4 rolls Adhesive Tape (2 - 1inch & 2 - 2 inch)		1Magill Forceps Child	
4 Cold Packs		2 Adult Stylets for Endotracheal Tubes	
4 Hot Packs		2 Peds Stylets for Endotracheal Tubes	
2 Sterile Burn Sheets individually wrapped		2 ea E T Tube sizes 2.5 through 6.0	
1 Manual Resuscitation Devices (BVM) Adult		2 ea E T Tube sizes 6.0 through 8.0	
1 Manual Resuscitation Devices (BVM) Peds		* Optional 1 package of Non Sterile 4X4 Woven sponge Dressings (911 services)	
1 Manual Resuscitation Devices (BVM) Infant		* Optional 3 1,000 ml Lactated Ringers Bags	

Ambulance Stocking Checklist

1 On Board O2 Delivery Tank with Regulator		Mask with Eye Shield protection (Min 10)	
1 On Board O2 Delivery Flow meter			
Minimum of 2 "D" size O2 Portable Tanks			
1 Portable O2 Regulator			
		Medications as designated by the service	
		Portable Medical Kit:	
		1 Sphygmomanometer with cuffs for sizes Infant, Peds, and Adult	
		1 stethoscope	
		4 Soft sterile Roller, (Kerlix / Kling) style bandage	
		3 triangular bandages	
		2 trauma dressings	
		10 4X4 Sterile Dressing bandages	
		1 roll tape 1 inch	
		1 roll tape 2 inch	
		1 pair trauma shears	
		1 penlight	
		2 Sterile Burn Dressings	
		1 Adult Size BVM	
		1 set OPA Sizes 0 through 6	
		2 Sterile Occlusive Dressings	
		Multiple Sized pairs of Gloves	

SUPERIOR DAILY / SHIFT AMBULANCE INSPECTION REPORT

Ambulance:_____ Date:_____ Mileage:_____ Crew:_____ | _____
Name & number Name & Numbe

Vehicle Exterior	Good	Repair
Headlights - High/Low		
Running Lights		
Brake Lights		
Turn Signals / Flashers		
Back-up Lights and Alarm		
Lightbar		
Emergency Lights		
Cleanliness		

	Good	Repair
Glass		
Mirrors		
Exhaust		
Tires		
Body		
License Plate Condition		
License Plate Number		
License Plate Expiration		

Remarks:_____

_____

Under the Hood	Good	Repair
Hoses (Leaks/Cracks)		
Windshield Washer Fluid		

	Good	Repair
Belts		
Oil Level		
Batteries		

Remarks:_____

_____

Vehicle Interior	Good	Repair
Fuel Gage		
___1/4___1/2___3/4___Full		
Communications		
Heating/Cooling Systems		
Turn Signals		
Gurney Serial Number		

	Good	Repair
Windshield Wipers		
Cleanliness		
Interior Lights		
Seatbelts		
Parking Brake		
Siren		

Remarks:_____

_____

Vehicle in Motion	Good	Repair
Steering Smoothness		
Suspension		

	Good	Repair
Brakes		
Back-up Alarm		

Vehicle Starting: **Easy** **Hard** **Stutters** **Hesitates** **"Jump"** **Doesn't** **Circle One**

Remarks:_____

_____

Miscellaneous	Good	Repair
Insurance Card / Expiration Date		
Registration Card		
Fire extinquisher		
Fuel Card		
Cleanliness of Equipment		

	Good	Repair
Reflectors / Triangles		
Flashlights		
North American Response Guidebook		
Company Protocols	**Yes**	**No**

Remarks:_____

_____

By signing below, each crew member verifies the accuracy of this report along with stating that they have a current NM drivers license, with no current driving restrictions (I.e: revoked, DWI, etc.)

Crew Signature:_____

Crew Signature:_____

Revised March 1, 2010

Ambulance Stocking Checklist

	YES	NO		YES	NO
1 On Board Suction Unit			3 Sterile Occlusive Dressings		
1Portable Suction Unit ***either*** Manual or Battery Powered					
High Flow On Board Regulator			1 commercially available OB Kit		
On Board Flow meter with Tubing adapter			1 Bulb Suction Device		
2 D Cell Flashlights with batteries			One Emesis basin or large bag		
1 all purpose multi–level ambulance stretcher			2 liters of sterile water or saline for irrigation		
Stretcher safety straps			6 Disposable Nasal Canulas (Adult)		
Stretcher impervious mattress			6 Disposable Nasal Canulas (Peds)		
Stretcher mechanism locking device			6 Disposable High Concentration Oxygen Masks (Peds)		
Stretcher safety catch			6 Disposable High Concentration Oxygen Masks (Adult)		
Fire extinguisher(1) 10 pound or (2) 5 pound			2 sets OPA sizes 0 through 5		
(1) UHF Frequency two way radio			1 Box gloves (Small)		
(1) copy of the EMSCOM manual			1 Box gloves (Medium)		
(1) 800 MHz Frequency two way radio			1 Box gloves (Large)		
(1) VHF two way radio (Optional)			1 Box gloves (Extra Large)		
2 handheld two way radios			5 IV catheters 14 Ga		
3 Triangular Reflective devices			5 IV catheters 16 Ga		
Reflective Apparel to outfit crew members			5 IV catheters 18 Ga		
(1)North American Response Guidebook			5 IV catheters 20 Ga		
1 Adult Traction Splint			5 IV catheters 22 Ga		
1 KED			5 IV catheters 24 Ga		
2 Backboards			5 Macro IV Drip tubing		
2 sets straps, (6 individual, 2 "spider" style)			5 Micro IV Drip tubing		
2 Head Blocks			2 Burettrol Tubing or Chambers		
2 Sets Extremity Splinting Devices			1 Intra Osseous needle 18ga		
1 set Blood Pressure Cuffs (A,P,I)			1 Intra Osseous needle 15ga		
1 Stethoscope			1 Pediatric Dosage Wheel or Tape		
12 sterile soft roller bandages			6 Normal Saline Bags 1,000ml		
6 Triangular Bandages			1Large Laryngoscope Handle		
1 Box Band Aids			1 Small Laryngoscope Handle		
1 pair Trauma Sheers			1 Set Laryngoscope Blades 0 - 4 Miller		
6 Sterile Trauma Dressings 3 L, 3 S			1 Set Laryngoscope Blades 0 - 4 Mac		
50 Sterile 4X4			1Magill Forceps Adult		
4 rolls Adhesive Tape (2 - 1inch & 2 - 2 inch)			1Magill Forceps Child		
4 Cold Packs			2 Adult Stylets for Endotracheal Tubes		
4 Hot Packs			2 Peds Stylets for Endotracheal Tubes		
2 Sterile Burn Sheets individually wrapped			2 ea E T Tube sizes 2.5 through 6.0		
1 Manual Resuscitation Devices (BVM) Adult			2 ea E T Tube sizes 6.0 through 8.0		
1 Manual Resuscitation Devices (BVM) Peds			* Optional 1 package of Non Sterile 4X4 Woven sponge Dressings (911 services)		
1 Manual Resuscitation Devices (BVM) Infant			* Optional 3 1,000 ml Lactated Ringers Bags (911 services)		
1 On Board O2 Delivery Tank with Regulator			Mask with Eye Shield protection (Min 10)		
1 On Board O2 Delivery Flow meter					
Minimum of 2 "D" size O2 Portable Tanks					
1 Portable O2 Regulator					
			Medications as designated by the service		
			Portable Medical Kit:		
			1 Sphygmomanometer with cuffs for sizes Infant, Peds, and Adult		
			1 stethoscope		
			4 Soft sterile Roller, (Kerlix / Kling) style bandage		
			3 triangular bandages		
			2 trauma dressings		
			10 4X4 Sterile Dressing bandages		
			1 roll tape 1 inch		
			1 roll tape 2 inch		
			1 pair trauma shears		
			1 penlight		
			2 Sterile Burn Dressings		
			1 Adult Size BVM		
			1 set OPA Sizes 0 through 6		
			2 Sterile Occlusive Dressings		
			Multiple Sized pairs of Gloves		

EXHIBIT – Q

EXECUTIVE LEADERSHIP

and

STAFF OVERVIEW



Superior Ambulance Service, Inc.
P.O. Box 6482 Albuquerque, New Mexico 87197
Office: (505) 247-8840 Fax: (505) 830-1260

"Medical Specialists"

Executive and Staff Qualifications Overview

Executive Leadership

The CEO of the corporation, Chris L. Archuleta has been the CEO and Executive Director since purchasing Superior Ambulance Service, Inc. in October 1994. Mr. Archuleta has over 35 years' experience in Fire and EMS Administration. Mr. Archuleta has been appointed to several regulatory boards over the past 22 years, both at the local and federal levels. Currently, Mr. Archuleta has been elected to, Region 5, Board of Directors for the American Ambulance Association, and has sat at this capacity for the past 6 years; in addition, Mr. Archuleta is currently a member of 5 committees with the American Ambulance Association, which include; the Ethics Committee, the Strategic Development Committee, the Membership and Education Committee, the Professional Standards Committee, and Government Affairs.

Loretta J. Ortiz-Archuleta, Vice President/Administrative Director, over 20 years in banking, finance, auditing, and 18 years in EMS management. Her responsibilities include the oversight of all federal compliance guidelines and enforcement, billing compliance, and all administrative oversight.

Manuel Archuleta, Director of Operations, over 13 years of experience in EMS management. His responsibilities include the oversight of the management team, oversight of all operational responsibilities in all EMS operations, and the oversight of all management of hiring and the orientation of staff. In addition, he oversees the proper staffing of all operations, ensuring that operations are properly equipped and ensuring the maintenance of equipment, and the oversight of the maintenance and repairs of our ambulance fleet.

Scott Wilson, Quality Assurance Coordinator/Paramedic, over 20 years' experience in EMS, including 15 years' experience in EMS management. His responsibilities include the complete oversight of all our operations to ensure that we are in compliance with all patient care policies and procedures. In addition, he is responsible for the oversight and coordination of training and orientation of new employees, and coordinates the competency evaluations of staff, and oversees HIPAA Compliance throughout our operations.

Peter Anderson, Systems Operations Manager/Paramedic, over 35 years' experience in EMS and EMS management. His responsibilities include the oversight and coordination of Superior's state operations. He assists the executive staff with coordinating systems operations for contract compliance, and troubleshoots system issues to prevent failures. He works hand-in-hand with regional managers to assist with individual operational needs. He also works with the executive staff to plan for future operational needs and growth.

Joseph Chacon, Compliance Officer, Paramedic, has over 25 years in EMS, which includes 16 years' experience in EMS management. He oversees and coordinates all new hire training and orientation, and the recruitment of new staff. In addition, he works with the executive staff coordinating and implementing policies and procedures adopted by the company. His responsibilities include the review and audit of all operations policies and procedures for the purpose of monitoring and ensuring Federal and State compliance of Regulations. He also oversees all Pharmacy compliance, QA and Training curriculums, and the review and compliance of standards to meet CAAS accreditation. His additional responsibilities include the monitoring and oversight of all field operations supply purchasing and utilization.

Gabriel Serna, Regional Manager/Paramedic, has over 26 years in EMS, which includes 19 years' experience in EMS management. His responsibilities include the monitoring and oversight of all field operations within his assigned territories of Santa Fe, Pecos and San Miguel County. He oversees and coordinates all new hire training and orientation, and the recruitment of new staff. In addition, he works with the executive staff coordinating and implementing policies and procedures adopted by the company. Is a corporate liaison within his assigned territory, working with the County and Municipalities and the facilities within the communities.

Medical Direction

Our corporate Medical Director is Justin Hazen MD. Dr. Hazen provides EMS medical direction to Superior Ambulance as a system, along with Quality Assurance oversight to the Superior system, and to the employees of Superior Ambulance. Dr. Hazen is also the Medical director for several other EMS operations in New Mexico. Dr. Hazen oversees and approves the following;

- Medical protocols utilized throughout our system;
- QA audits of all EMT staff;

- Review and approval of EMS practitioners;
- Approves Training and Education programs;
- Participates with the State Medical Direction Committee.

Administrative and Management

The Administrative and Management Staff of Superior Ambulance consists of persons that have been in EMS for an average of 18 years or more per staff member. Our staff consists of some very experienced and highly qualified individuals who have been involved in EMS, as EMT's at various levels, as coordinators, managers, supervisors, and regulators. As a part of our corporate desire to be proficient leaders within our industry, Superior Ambulance on an annual basis mandates that all our supervisors and managers attend specific educational courses to build their management knowledge. It's required that each supervisor and manager attend no less than 50 classroom hours per year, of continuous education courses approved by Superior Ambulance. These courses include education in Employment Law, Human Resources, Equal Employment, Workers Compensation, Mentorship, Labor Relations, Leadership, and Economics. As a result of this mandate, Superior has seen the personal growth within our supervisor and management workforce.

EMT staff

All EMT's within our company are required to meet certain minimum requirements prior to being hired by Superior Ambulance. All care givers, EMT-Basic, EMT-Intermediate, and EMT-Paramedic, must be fully licensed by the State of New Mexico, and without any license restrictions, or pending actions being taken against their license.

Pre-Employment Criteria

Prior to hire, every EMT applicant is required to produce the following valid documents;

- New Mexico EMT licensure;
- A valid New Mexico drivers license;
- A current Motor Vehicle Record that meets the requirements of our insurance carrier;
- The following certifications; CPR, PALS, and ACLS.

Prior to hire, qualified applicants must conform to the following pre-employment requirements;

- Must clear a criminal background check;
- Must pass a drug and alcohol test;

- Must pass a written EMT examination at their licensure level;
- Able to pass a skills competency examination;
- Successfully complete a clearance check from the NM EMS Bureau;
- Able to pass a DOT physical;
- Able to pass a job specific physical;
- Complete an interview with the Hiring Committee.

Post-Employment

- All EMT's are required to participate with State approved CE training sessions provided for the employees of Superior Ambulance;
- Attend annual CEVO training recertification courses;
- Attend annual Safety training classes required by the company;
- Attend mandated training and meeting sessions;
- Pass random drug and alcohol testing;
- All EMT's shall maintain all required certifications and licensures for continued employment;
- Required DOT recertification's and job specific physicals as required by company policy;
- Attend mandated Annual skills evaluations.

Continuing Education

- All EMT's are afforded the opportunity to obtain CE's at no cost on an annual basis that will assist the employee with annual licensing requirements. Employees are strongly encouraged to attend these approved training sessions, as they are at no cost to the employee.
- Superior also provides opportunities for employees to become certified training instructors.

Performance Evaluations

- Superior on an annual basis conducts a Performance and Skills Evaluation of each employee. The purposes of the evaluations are to develop the EMT's skills to meet the standards that have been established by our system medical director. Additionally, this gives the EMT, and the management staff an opportunity to discuss the employees' strengths, weaknesses, and their goals in EMS. The evaluations are also used by management as a guide to develop future training and educational needs for the company.

EMT Retention and Recruitment

Superior continuously recruits EMT staff for all our New Mexico operations, by means of advertising regionally and nationally, recruiting at EMT training facilities, Veterans employment organizations, and through student sponsorship. In addition, Superior offers education employment contracts, and sign-on and retention bonuses to retain our workforce within our operations.

In addition, Superior Ambulance several years ago adopted a "Manager Training and Development" program that is focused to develop new and future managers within our organization. The program is has developed approximately 15 prospective managers for our organization qualified and capable of stepping into an operations management position. We believe this is a positive step in promoting local talent.

Support Staff

In addition to our EMT staff, we employ a support staff consisting of;

- Dispatch personnel;
- Fleet mechanics;
- Billing staff;
- Clerical staff;
- and Administrative management.

Employee Benefits

Superior Ambulance offers to all full-time employees that work a minimum of 36 hours per week the following benefits package;

- Health Insurance,
- Dental Insurance,
- Vision Insurance,
- Term Life Insurance,
- Short Term Disability,
- AFLAC Insurance options,
- Company Sponsored IRA with a limited company match,
- Tiered PTO, dependent of years of service, new hires start with 3 weeks,
- Gym allowance,
- Health Savings Account,
- Verizon discounts,
- Sponsored EAP (Employee Assistance Program)

EXHIBIT – R

EMT ORIENTATION

Superior Ambulance Service

NEW EMPLOYEE ORIENTATION SYLLABUS August 3 - 7, 2020

New Employee Orientation Schedule:

- Monday 0830-1700
- Tuesday 0815-1715
- Wednesday (TBD) Driving Course
- Thursday 0800-1700
- Friday 0800-1700
- **LUNCH ON YOUR OWN Projected to be at 1200-1300. This time might change based on course needs.**
- **NOTE** the orientation schedule is subject to change based on instructor availability and organizational needs.

Classroom Rules:

- **No Cell Phones use during instruction**
- **After uniforms have been distributed you must be in uniform**
- **Food and Drink are allowed (drinks in spill proof container)**

DAY 1 MONDAY

0830-0845 Welcome/ Introductions (JC)

0845-1000 HIPAA Video and Quiz (JC)

1000-1230 Core Competencies (JC)

- Code of Conduct
- Cultural Understanding
- Harassment in the Workplace
- Fraud Waste and Abuse
- Safety & Wellness
- New Hire HR Documentation (NS)

1230-1330 Lunch

1330-1430 Employee Manual and Uniforms (JC)

1430-1700 Blood Bourne Pathogens (JC)

- TB testing and HIB Vaccines

DAY 2 TUESDAY

0815-1215 Gurney Operation and Patient Handling (WW)

- Video
- Hands on gurney training
- How do we move patients
    - Bed to gurney
    - MEGA Movers
    - Stair Chair Overview
- Interactions with patients and families

1215-1315 Lunch

1315-1715 Driving Didactics (GS)

- CEVO Video & Test
- Distracted Driving
- Best Practices

DAY 3 WEDNESDAY

ALL DAY Driving Course (Start time will be announced on Tuesday) (GS & WW)

NOTE this course takes place off campus and you will spend a lot of time outside. Please dress appropriately for weather conditions. You may bring snacks and drinks as needed.

- Obstacle course driving (Must pass)
- City Driving (If time Allows)

DAY 4 THURSDAY

0800 – 0830 Paperwork Completion (NS)

0830-1200 iPCR training (WW)

- Company email
- iPCR log in process
- IPCR basics

1200-1300 Lunch

1300-1530 Charting (SW)

- Charting Writing
- Practice Charts
- DNR / DNI MOST forms
- Face sheets / PCS forms

1530-1700

- Communications (JC)

DAY 5 FRIDAY

0800-1700 Equipment and Medications (WW/DH)

- Monitors, Drug bags (All Levels)
- IV Pumps (ILS/ALS)
- Vents (ALS)
- Patient Dynamics
- Field Orientation Assignments

Afternoon- Gabe, Additional Driving Training

NOTE ALL FIELD PROVIDERS MUST PASS GURNEY AND DRIVING PORTIONS OF THE ORIENTATION...FAILURE TO PASS WILL RESULT IN THE WITHDRAWAL OF JOB OFFER

**** Note** Based on time constraints Paramedics may be required to attend ALS equipment training in the afternoon of Day 6**

- **Ventilators**
- **IV Pumps.**

IMPORTANT PHONE NUMBERS

Company Phone # 505-247-8840

Administration (Nicole) 505-836-7903

Albuquerque Regional Manager 505-252-3446

If you must miss any portion of the Orientation Please contact a manager.

**** BASED ON PRESENTER AVAILABILITY, THE PRESENTER MAY BE CHANGED FOR A PORTION OF THE COURSE. THE INDIVIDUAL TAKING OVER FROM THE SCHEDULED PRESENTER WILL BE KNOWLEDGEABLE IN THE AREA(S) THEY ARE PRESENTING.**

Superior Ambulance of NM
Field Run Observation

Each trainee must have this form completed for every call they attend.

Emp Name: _____ Emp #: _____

Date: _____ Run #: _____ Level of Care: ALS____ ILS____ BLS____

Patient Assessment and Resource Management

Initial Survey: 1 2 3 4 5

Satisfactory performance: Performs the initial survey, promptly, completely, and appropriately. Identifies and corrects any and all potential life threatening situations detected.

Comments: _____

Secondary Survey: 1 2 3 4 5

Satisfactory performance: Performs a complete head to toe examination appropriate to the patient condition and complaint. Accurately determines physical findings that are validated by the preceptor. Survey must be completed within an acceptable time frame.

Comments: _____

Patient History 1 2 3 4 5

Satisfactory performance: Obtaining all patient history in a timely manner based on the given situation. Asks key questions as to chief complaint or problem.

Comments: _____

Treatment 1 2 3 4 5

Satisfactory performance: Establish appropriate priorities for treatment and transport. Consider the patient's chief complaint and clinical status. Ensure life saving skills are instituted immediately. ALS skills should be performed in proper sequence and adhere to techniques prescribed in the skill handbook. Employee must demonstrate the ability to develop an appropriate prehospital care plan and implement that plan as well as anticipating Base Hospital orders. Implement the treatment in a timely manner based on patient's clinical status and chief complaint.
Treatments Performed:

_____

Comments: _____

SUPERIOR AMBULANCE

Superior Ambulance of NM
Field Run Observation

Patient Assessment and Resource Management

Priority Setting and Speed: 1 2 3 4 5

Satisfactory Performance: Sets appropriate priorities for controlling the environment. Immediately assumes a leadership role related to medical management and scene control. Demonstrates safety awareness for the patient and personnel when potentially unsafe conditions exist.

Comments:_____

_____

_____

Use of Resources: 1 2 3 4 5

Satisfactory Performance: Appropriately utilizes available resources to facilitate patient care and scene control. Adequately directs scene personnel.

Comments:_____

_____

_____

Communications

Communication with On Scene Personnel: 1 2 3 4 5

Satisfactory Performance: Communicates accurately and completely with partner and other agency personnel. Establishes and controls priorities. Exhibits good communication skills.

Comments:_____

_____

_____

Communication with Hospital: 1 2 3 4 5

Satisfactory Performance: Accurately relates key information to the Hospital using the proper format. Demonstrates proper procedures and ability to operate communication equipment. Request orders when needed and relays patient information in a clear, well-ordered format.

Comments:_____

_____

_____

Communication with Hospital Staff: 1 2 3 4 5

Satisfactory Performance: Gives accurate, verbal paitent reports to the hospital staff. Relays all pertinent events to the receiving personnel.

Comments:_____

_____

_____

Superior Ambulance of NM
Field Run Observation

Documentation: 1 2 3 4 5

Orientee follows standards for documentation of patient care and assures documentation of medical necessity. Documentation reflects the care given.

Comments:_____

_____

_____

Professionalism

Attidude: 1 2 3 4 5

Appearance: 1 2 3 4 5

Punctuality: 1 2 3 4 5

Overall Rating

Based on the preceptors observation, rate this employees capability to function in his/her position autonomously?

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

_____

_____

_____

_____

_____

_____

_____

Evaluation will be reviewed with the employee at the end of the shift.

Employee's Signature:_____ **Date:**_____

Preceptor's Signature:_____ **Date:**_____

SUPERIOR AMBULANCE SERVICE

Weekly EMT/Paramedic Training/Evaluation Program

(Section 1, Page 1)

Initial Date:		***Employee:***		***Preceptor/FTO:***	
Operation:		***Supervisor:***		***Length of Shift:***	

Lic. Level: ☐ EMT-Basic ☐ EMT-Intermediate ☐ EMT-Paramedic **Shift Assigned:** ☐ "A" ☐ "B" ☐ "C"

Dates of Observation:					
Date Completed:		**# of Hours Required:**		**# of Hours Completed:**	

Instructions: The purpose of this observation is to gauge the ability of the noted employee to act competently in the position of an "EMT" or "Paramedic". This observation period is meant to gain an understanding of the abilities; both strengths and weaknesses of the provider assigned, and allow for the designation of training opportunities that will strengthen the noted areas of concern. As such, it is extremely important that the observation and subsequent comments be of an objective nature to allow for a fair and impartial evaluation of the skills and interactions of the individual.

Scale of Standards:	1 = Unacceptable, 2 = Marginal, 3 = Neutral, 4 = Meets Expectations of Position, 5 = Provides Superior Care	Any notations of 1 or 2 require documentation of observation.

	Appearance:	***Score***	***Observed***	***Not Observed***
1.	General appearance and fit for duty	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
2.	Uniform in order and complete	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
3.	Meets presentation standards	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
	Readiness:			
4.	Performs unit supply check sheets completely	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
5.	Performs unit operational readiness checks	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
6.	Performs drug & narcotic checks appropriately	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
7.	Tests electronic equipment for functionality	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
8.	Notates deficiencies found in items 4, 5, 6 & 7	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
9.	Advises Supervisor as required on above items	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
	Interagency Relationships:			
10.	With SAS partner and co-workers*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
11.	With Fire Department members*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
12.	With L.E., Vol. Services, Med-flight personnel*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
13.	With hospital personnel*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
14.	With patient's, families, & community*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
	Field Performance			
15.	Responds to calls in timely manner	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
16.	Driving skills: Routine driving	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
17.	Driving skills: Emergent driving	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
18.	Provides/shows knowledge of EMS Protocols*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
19.	Shows concern for safety of self & partner	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
20.	Shows concern for other responding crews	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
21.	Takes appropriate precautions as warranted	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
22.	Recognizes potential dangers in route to call	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
23.	Shows familiarity with response area	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
24.	At scene, sizes up situation appropriately	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐

SUPERIOR AMBULANCE SERVICE

25.	Recognizes & interacts with responding crews (+)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
26.	Confronts scene in a professional manner	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
27.	Analyses scene conditions appropriately	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
28.	Recognizes needs for additional resources	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
29.	Recognition/management of critical and non-critical pt situations	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
30.	Competent initiation of BLS skills as necessary	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
31.	Recognition, need & competent use of ALS skills	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
32.	Field Performance: Handling of routine situations	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
33.	Field Performance: Handling of stressful situations*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
34.	Field Performance: Listens, evaluates and acts*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
35.	Field Performance: Multi-tasks as appropriate	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
36.	Field Performance: Understands team concepts	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
37.	Field Performance: Provides clear concise instructions*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
38.	Field Performance: Control of scene*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
39.	Field Performance: Physical skills & capabilities	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
40.	Field Performance: Makes appropriate pt care decisions*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐
41.	Field Performance: Delays care on scene or inappropriately*	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☐	☐

Requires documented reasoning for lack of appropriate standards (i.e.: provider must maintain a minimal level of "3" for each action observed. If action was not observed & a score was given, please document how evaluation was made.

_____

What area(s) did the provider perform most satisfactorily in:

_____
_____
_____
_____

What area(s) did the provider show the least satisfactory performance in:

_____
_____
_____
_____

If you wish, please document any specific incident which you feel demonstrates performance as a provider:

_____
_____
_____
_____

This Area Intentionally Left Blank

SUPERIOR AMBULANCE SERVICE

Final comments/Recommendations:

Providers Signature

Observer/FTO Signature

Supervisor's Signature

This Area of Page Intentionally Left Blank

SUPERIOR AMBULANCE SERVICE

Daily Observations Report (Section 2, Page 1)

Preceptor/Field Training Officer Observation Report

Provider Observed/Evaluated:					
Report #:		**Unit/Station #:**		**Shift Assignment:**	☐ "A" ☐ "B" ☐ "C"
Date:		**Evaluator:**			

Instructions: *When completing the observation report, please refer to standard Superior Ambulance Service performance expectations, professionalism and representation of the organization.*

Evaluation scale*: 1 = Unsatisfactory, 2 = Needs Improvement, 3 = Satisfactory, 4 = Above Expectations, 5 = Excellent*
N.O. = Not Observed, T.I. = Training Issues Noted

	Operational Standards of Superior Ambulance Service	
1.	Compliance with organizational P&P's	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
2.	Participated in station duties	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
3.	Maintained positive relationships while on duty	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
4.	Responded to calls timely and w/o hesitation	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
5.	Demonstraights proper use of gurney	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
6.	Demonstraights safe vehicle operations	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
	Call Response and Action	
7.	Performed duties professionally	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
8.	Interacted with responding agencies appropriately	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
9.	Took appropriate safety precautions	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
10.	Interacted with patient professionally	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
11.	Interacted with family/by-standers professionally	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
	Performance	
12.	Managed scene appropriately for situation	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
13.	Recognized pt situation and reacted accordingly	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
14.	Demonstrated knowledge of appropriate protocols	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
15.	Appropriately utilized BLS/ALS interventions	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
16.	Demonstrated knowledgeable decision making skills	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.
17.	Chart review completed	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N.O ☐ T.I.

****Requires documented reasoning for lack of appropriate standards (i.e.: provider must maintain a minimal level of "3" for each action observed. If action was not observed & a score was given, please document how evaluation was made.***

_____

What area(s) did the provider perform most satisfactorily in:

_____
_____
_____
_____

What area(s) did the provider show the least satisfactory performance in:

_____
_____
_____
_____

SUPERIOR AMBULANCE SERVICE

If you wish, please document any specific incident which you feel demonstrates performance as a provider:

Final comments/Recommendations:

Provider Observed **Date**

Preceptor/FTO **Date**

Call/Response Documentation:

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Provider:**	

SUPERIOR AMBULANCE SERVICE

Criteria/Random Review (Section 3, Page 1)

As part of the (check one) ☐ Training/☐ Remediation/☐ Third ride/☐ Probationary process, certain call responses will trigger a required Q.A. review by the Preceptor, Supervisor and/or the Q.A. Manager for Quality Assurance, Training and Patient Care objectives. Noted below are minimal Q.A. triggers for mandatory review:

1. Code Blue, 2. Cardiac, 3. Respiratory Distress, 4. Pediatric (all calls), 5. Seizures, 6. MCI, 7. Refusals, 8. Other

This worksheet will serve to provide the first level of review for any PCR meeting the above criteria. Additionally, any Random Review may utilize this form or be submitted on an alternate Q.A. review form as necessary. This form must be attached to the ePCR when submitted for official review. Please use additional sheets of paper if necessary to complete.

DOS:		**Run #:**		**Operation/Station # & Unit #:**	
Call Time:		**Type of Call:**		**Crew:**	

Pt. Name:		**Call Location:**			
Response Type:		**Transport:**	☐ Yes ☐ No	**Refusal:**	☐ Yes ☐ No

A. Documentation: *S=Satisfactory, I=Improvement Needed, A=Absent or Missing, N/A=Not Applicable*

Review	S	I	A	N/A	Review	S	I	A	N/A
1. Run Info. (Date, Serv. Unit)	☐	☐	☐	☐	10. Treatment	☐	☐	☐	☐
2. Pt. Info. (Name, Address, Age)	☐	☐	☐	☐	11. Outcome / Results of Treatment	☐	☐	☐	☐
3. Crew / Times	☐	☐	☐	☐	12. Observation Continued	☐	☐	☐	☐
4. Reason for Call	☐	☐	☐	☐	13. GSC / Trauma / APGAR Score(s)	☐	☐	☐	☐
5. Allergies Noted	☐	☐	☐	☐	14. Vital Signs (Min. 2 Sets, in Tabs)	☐	☐	☐	☐
6. Medications (Current)	☐	☐	☐	☐	15. Procedures / Medications	☐	☐	☐	☐
7. Past Medical History	☐	☐	☐	☐	16. Signatures (All Necessary)	☐	☐	☐	☐
8. History of Present Illness	☐	☐	☐	☐	17. MCEP Contact	☐	☐	☐	☐
9. Physical Exam Findings	☐	☐	☐	☐	18. Other:	☐	☐	☐	☐

19. Comment:	

B. Clinical Audit: *A=Acceptable/Appropriate, I=Improvement Needed, U=Unacceptable/Inappropriate, RFI=Requires Further Investigation, N/A=Not Applicable*

Review	A	I	U	RFI	N/A	Review	A	I	U	RFI	N/A
20. Scene Times & Management	☐	☐	☐	☐	☐	26. Treatment / Procedures	☐	☐	☐	☐	☐
21. Appropriate BLS Skills Utilized	☐	☐	☐	☐	☐	27. Policy Adherence	☐	☐	☐	☐	☐
22. Appropriate Use of ALS Skills	☐	☐	☐	☐	☐	28. Need MCEP Consult	☐	☐	☐	☐	☐
23. Decision Making Skills	☐	☐	☐	☐	☐	29. Interagency Interactions	☐	☐	☐	☐	☐
24. Team Delegation & Management	☐	☐	☐	☐	☐	30. Family/Community Interactions	☐	☐	☐	☐	☐
25. Trauma/**STEMI** Activation (if appl.)	☐	☐	☐	☐	☐	31. Co-work Interactions:	☐	☐	☐	☐	☐

32.Comments:	

Narcotic Usage:	☐ Yes ☐ No	**Benzodiazepine Usage:**	☐ Yes ☐ No	**Appropriate DUF Filed:**	☐ Yes ☐ No

Random Review (Section 3, Page 2)

Comments:

SUPERIOR AMBULANCE SERVICE

Signature of Reviewer

Date

This Area Intentionally Left Blank

EXHIBIT – S

STAFF QUALIFICATIONS

and

EMPLOYEE CREDENTIALING

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.01.01
Policy Title: Human Resources	**Date Issued:** 10-01-2015
Policy Sub-Title: Credentials	**Date Revised:**

Purpose:
To outline the credentialing requirement of all applicable employees of Superior Ambulance Service, Inc (SAS) required by state, federal and local agencies.

Policy:
This Policy defines the credentialing requirement of all applicable employees and the record keeping process utilized by SAS to assure employees have updated credentials required by the above-mentioned agencies.

Procedure:
Initial Credentialing
All employees are required to produce valid current documentation of the following:

1. New Mexico EMT licensure (Appropriate level)
2. National Registry if required for reciprocity (Required for initial State licensure, but is not required to maintain)
3. NM State driver's license (The NM Public Regulation Commission (PRC) does not require any specific class driver's license)
4. Motor Vehicle Record (MVR) no older than 15 days. (Must pass current insurance standards as dictated by SAS's insurance carrier)
5. CPR, ACLS and PALS certification (CPR required for all levels, ACLS and PALS only for EMT-P level)
6. Continuing Medical Education (CME) hours as required to maintain certification.
7. Criminal background check (When applicable)

All certifications will be verified prior to hire and reviewed for expiration status as outlined in the re-credentialing section.

Re-Credentialing
SAS will ensure that all state, federal and local agency credentialing requirements are reviewed annually to verify expiration status. At a minimum, the following credentialing requirements will be reviewed and updated at the following intervals:

Annual:

1. New Mexico MVR
2. Immunization Records

Bi-annual:

1. Employee physical exam
2. Driver training
3. EMS licensure

4. ACLS (If applicable)
5. PALS (If applicable)
6. CPR (All EMS and Medi-van personnel)

Employee credentialing requirements with expiration dates will be recorded on a spreadsheet and reviewed on a monthly basis. Employees will be notified if any item is found to expire within (60) sixty days. Employees will be required to provide proof of re-credentialing within seven days prior to expiration. Failure to do so could result in termination or suspension.

Reviewed and Approved by the Board of Directors

10-1-15

Chris L. Archuleta — Date
Executive Director

EXHIBIT – T

SELECTION PROCESS

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.05.02
Policy Title: Recruitment and Hiring	**Date Issued:** 9-01-2014
Policy Sub-Title: Selection Process	**Date Revised:**

Purpose:
Defines the employee selection process for Superior Ambulance Service, Inc., (SAS) including job qualifications as it relates to the company job descriptions, EEOC compliance and Medical Director review of clinical standards for medical personnel.

Policy:
It is the policy of SAS to comply with all EEOC and ADA regulations during the hiring process of new employees. SAS will ensure that all new employees meet the minimum requirements as it pertains to the job description. SAS's Medical Director will review all clinical standards of medical personnel.

Procedure:
All applicants must complete the following process prior to an offer of employment if applicable:

1. Applicant must meet minimum qualifications for the position applied.
2. Provide all original required licenses and certifications.
3. Provide an original Motor Vehicle Record (MVR) no older than 15 days.
4. Successfully complete a written examination with a minimum score of 80% or better.
5. Complete an interview with the Hiring Committee (HC).
6. Provide information for previous employment reference verification.
7. Successfully complete licensure background check with the New Mexico EMS Bureau.
8. Successfully complete pre-employment Department of Transportation (DOT) drug analysis.
9. Successfully complete a physical performance ability evaluation as determined by our contracted testing facility.
10. Provide a valid New Mexico driver's license for photocopy.
11. Successfully qualify with SAS's vehicle insurance carrier.
12. All applicants shall successfully meet the compliance screening process as outlined in Compliance Section 104.04.

Reviewed and Approved by the Board of Directors

9-1-14
Chris L. Archuleta — Date
Executive Director

EXHIBIT – U

AFFIRMATIVE ACTION & DIVERSITY

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.05.03
Policy Title: Recruitment and Hiring	**Date Issued:** 10-01-2015
Policy Sub-Title: Affirmative Action / Diversity	**Date Revised:**

Purpose:
To assure that Superior Ambulance Service, Inc. (SAS) hiring patterns reflect the diverse culture of the communities in which we serve.

Policy:
SAS will make every effort to hire qualified candidates that reflect the minority cultures, common to our local communities. In addition, due to contractual agreements, Veteran's of the Armed Forces that are qualified candidates will be given preference.

Procedure:
All interviews will be conducted by a Hiring Committee (HC), which will consist of a minimum of two members from the management team. Interview requirements must be reasonable, related to the job, and apply to all candidates equally. The same set of questions will be asked of each candidate applicable to the position applied for. A member of a designated group, who on the basis of their application meet the job qualifications, will be interviewed. If in the opinion of the hiring committee a member of a designated group is equally qualified with another candidate, or if there is an insignificant difference between his or her qualifications, and the qualifications of others who are considered to be the most qualified, then the member of the designated group shall be hired. If at the time of hiring, the designated group is represented among the SAS staff in lesser proportion than in the Albuquerque population as a whole, that group shall be properly considered for hiring.

Guidelines for Equitable Interviews:

1. Clear description of SAS's expectations should be given to each candidate in order to allow the candidate to discuss his or her ability and willingness to meet those expectations.
2. SAS will regularly review its expectations and screen for practices, which contain systemic biases.
3. The decision making process to be followed will be outlined to each candidate.
4. All members of the HC will treat all candidates with equality, respect, and candor.
5. Each candidate's skills and abilities shall be evaluated fairly and objectively.
6. Eligibility requirements will be based on qualifications rather than individual status or traits.
7. All candidates will be asked the same open and direct questions about their ability to perform the specific job function for which they have applied.
8. An open-ended statement will be made to each candidate allowing the candidate to choose whether or not they wish to make their personal background the subject

9. of conversation. An example of this type of statement is as follows: "SAS is an Equal Opportunity Employer, do you have any comments at this time?
10. Gender neutral language will be used.

Reviewed and Approved by the Board of Directors

10-1-15

Chris L. Archuleta — Date
Executive Director

EXHIBIT – V

COMPENSATION RULES

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.02.01
Policy Title: Human Resources	**Date Issued:** 10-01-2015
Policy Sub-Title: Compensation Rules	**Date Revised:**

Purpose:
This policy provides information regarding the employee compensation, performance evaluations and benefit rules for Superior Ambulance Service, Inc. (SAS)

Policy:
This policy defines how employees are compensated for worked hours as well as defining benefits offered to eligible employees.

Procedure:
All issues involving employee compensation, performance evaluations as well as SAS's benefit package is outlined in the Compensation and Benefits sections within the Employee Manual. All employees' compensation is in accordance to all state and federal labor laws.

The following is the Compensation and Benefits Policy as written within the Employee Manual;

Compensation

The goal of Superior's compensation program is to attract potential employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and Superior Ambulance needs.

Wage and Salary Policies

Compensation Philosophy
It is Superior's desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with individual and company performance and in compliance with all applicable statutory requirements. Because compensation may vary with individuals, wages and salaries shall be kept in confidence.

Superior Ambulance applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Basis for Determining Pay
Several factors may influence your rate of pay. Some of the items Superior Ambulance considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what Superior Ambulance pays their employees in comparable positions (internal equity), and individual performance, as well as Superior Ambulance performance. It is Superior's goal to have a current Job Description on hand which broadly defines your job responsibilities.

Pay Period and Hours
Because Superior Ambulance operates 24 hours, 7 days a week, our payroll workweek begins on Monday at the start of your workday, and ends on the following Monday at the time the workweek begins.

Pay Cycle

Bi-Weekly Pay Cycle
Payday is normally on every other Wednesday for services performed during the two (2) week period ending the previous Monday. The bi-weekly pay schedule is made up of twenty-six (26) pay periods per year.

Changes will be made and announced in advance whenever Superior Ambulance holidays or closings interfere with the normal pay schedule.

Paycheck Distribution
Paychecks will be distributed by a designated company representative after 4:00 p.m. on the pay dates specified above. Superior Ambulance field personnel whom are responsible for responding to assigned calls will receive their paychecks at the conclusion of their assigned shift.

On Call Pay
Occasionally, your department may ask you to return to work after you have left the premises for the day, or you may even be asked to work on weekends or holidays. You may also be assigned to an on-call status, and called to work when needed. If this occurs, you will be guaranteed a minimum of two (2) hours of pay, or the actual time worked, whichever is greater. On-call hours will not be paid.

Computing Pay
Superior Ambulance will compute your time on the basis of a forty (40) hour work week.

Mandatory Deductions From Paycheck
Superior Ambulance is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from your supervisor immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever Superior Ambulance is ordered to make such deductions.

Note: Please see "Wage Garnishments" later in this section for further information.

Payroll Advance
In emergency situations, Superior Ambulance may grant you an advance on your next payroll. Please see your supervisor for further instructions.

Error in Pay
Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly. If an error in pay is reported and determined to be the fault of Superior within two (2) days following the distribution of paychecks, Superior will issue a corrected paycheck within one (1) day of determining the error. If the error is a result of the employee, Superior will issue the error corrections in the next pay cycle.

Overtime Pay
If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half (1 1/2) times your regular hourly wage for approved hours worked over forty (40) hours in one (1) week. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty- (40) hour workweek.

All overtime must be approved in advance by your supervisor.

Work Performed on Company Holidays
Full-time "non-exempt," those employees who are eligible for overtime pay in accordance with the Fair Labor Standards Act, employees who work on a company holiday is considered to have worked overtime on that day and will be paid overtime for hours worked, regardless of the number of hours worked during that same work week.

Note: Please see the Holiday Policy in the section titled "Paid Leaves" of this Employee Manual for further information.

Compensatory Time Off
Superior Ambulance does not offer compensatory time off, ("comp time"), to any full-time "non-exempt," employee in lieu of overtime pay for overtime hours worked.

Time Records
By law, we are obligated to keep accurate records of the time worked by employees. This is done by a computerized clock system.

You are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately. If time is not entered properly on the clock system, you may not properly be compensated. It is your responsibility to properly record your time.

Computerized Clocking Policy
Employees are required to utilize the computerized clocking system. The system is designed to monitor all timekeeping provisions as adopted by this company. Every employee must clock in and clock out as per policy in order to get properly compensated.
You are responsible to follow the clocking procedure during each pay cycle. If you fail to clock in or clock out, your timecard will not be properly computed on the non-compliance dates. Due to the amount of time necessary to audit and correct your timesheet, your earned pay will be adjusted at the next pay cycle. Simple calculations may be conducted, providing that it does not delay the timeliness of issuing payroll.

The procedure to properly clock in or to clock out is dependent of your assignment. All EMS and Transport personnel are required to contact the dispatch center. All EMS and Transport personnel shall call or radio the dispatch center to clock in, or clock out from their assigned shift. Office staff can either utilize the dispatch center or the billing office. Clocking procedures have been given to the dispatch center and billing office to properly clock employees.

To clock in or to clock out, personnel must utilize their assigned log in, and password. Currently Superior is utilizing the employee's first name as the log in, and employee number as the password. Every employee with the same first name will be given a specific name to log in with.

If an employee is short hours at the conclusion of the pay cycle, and the employee claims to have properly clocked in or clocked out, the employee will be given the opportunity to have their claim reviewed. Management will check the recording system, to verify the employees' claim. In cases where the employees' claim is verified and the employee was incorrectly shorted from compensation, Superior will issue a corrected payroll, as per the company's policy. If the claim cannot be verified, Superior will follow the policy to adjust the employees' timesheet at the next pay cycle.

Employee's, who falsely claim to have properly clocked in or clocked out, will be disciplined in accordance to policy. Employee's who falsely clock in or clock out when not at their assigned shift will be subject for termination. Additionally, employee's who falsely clock another employee will be subject to disciplinary action in accordance to policy.

Wage Garnishments
We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage garnishments. However, when court-ordered deductions are to be taken from your paycheck, you will be notified. Superior Ambulance acts in accordance with the federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck.

Note: Please see the Mandatory Deductions from Paycheck Policy earlier in this section for further information.

Performance and Compensation Reviews

Performance Reviews
Because we want you to grow and succeed in your job, Superior Ambulance conducts a formal review two (2) times per year for each employee. New employees will be reviewed near the end of their Probationary Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During a formal performance review your supervisor may cover the following areas:

A. The quality and quantity of your work.

B. Strengths and areas for improvement.

C. Attitude and willingness to work.

D. Initiative and teamwork.

E. Attendance.

F. Customer service orientation.

G. Problem solving skills.

H. Ongoing professional growth and development.

Additional areas may also be reviewed as they relate to your specific job.

Your review provides a golden opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals - perhaps he/she can recommend further training or additional opportunities for you. The performance review gives your supervisor an opportunity to suggest ways for you to advance and make your job at Superior Ambulance more fulfilling.

Your supervisor can answer any questions you may have about the performance review process.

Compensation Reviews
Superior's compensation reviews are usually given with performance reviews. Any applicable compensation increase will appear in the pay period ending after the date granted. Compensation increases may be retroactive in the case of late reviews. Having your compensation reviewed does not necessarily mean that you will be given an increase due to individual and/or company performance.
An individual's pay will depend on how consistently he/she performs over a given period of time. During the review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the compensation adjustment.

In addition to individual job performance reviews, Superior Ambulance periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and such changes are recognized and adequately compensated.

Other Compensation Programs and Policies

Employee Referral Program
Open positions will be posted near employee gathering places such as a bulletin board. You are encouraged to recommend and refer qualified candidates for employment with Superior Ambulance. If you know of someone who would like to work here, we will be glad to consider them for employment. You can get an Employee Referral Form from your supervisor.

Should your candidate be hired by Superior Ambulance for a full-time regular position, and if that person satisfactorily completes the Probationary Period, you will receive a $75.00 bonus for the referral. This bonus entitlement does not apply to individuals who are normally responsible for recruiting and hiring functions.

Benefits

Superior Ambulance is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by Superior Ambulance.

A good benefits program is a solid investment in Superior's employees. Superior Ambulance will periodically review the benefits program and will make modifications as appropriate to the company's condition. Superior Ambulance reserves the right to modify, add or delete the benefits it offers.

Eligibility for Benefits

If you are a full-time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverage's are available to you and your dependents as defined in the benefit summary plan descriptions.

If you are a part-time employee, you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Temporary employees are not eligible for benefits.

No benefits are available to you during your Probationary Period, except as otherwise provided by law.

Note: Please see "Probationary Period" in the Employment section of this Employee Manual for further information.

Insurance Coverage

Group Insurance

Superior Ambulance is dedicated to the health and well-being of both you and your family. A comprehensive, quality insurance program is available to you and your family. You become eligible for coverage after the completion of your Probationary Period, and upon fulfilling the eligibility requirements.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

A. Medical Care Coverage
B. Short Term Disability Insurance

C. Group Term Life Insurance / Accidental Death and Dismemberment Insurance

Upon enrolling, you will obtain summary plan descriptions describing your benefits in detail, and the employee costs.

Applicable employee contributions will be automatically deducted from your paycheck.

Health Insurance

Today's many health insurance plans and options can be confusing and complicated. That is why Superior Ambulance has taken the time to carefully review the coverage's and plans available. We have selected the plan we feel provides the best coverage for our employees. Refer to the literature provided by our insurance companies for details on your health coverage.

Superior Ambulance will pay a specific percentage of the full cost for employee coverage and will contribute a specific percentage toward the cost of the premiums for your eligible dependents. The percentage of contribution made by Superior Ambulance varies upon the type of benefits plan.

According to the federal Consolidated Omnibus Budget Reconciliated Act (COBRA) of 1985, in the event of your termination of employment with Superior Ambulance or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Consult your supervisor for details.

Disability Insurance

If you are a full-time, regular employee, you will be eligible to participate in Superior's disability plan. Disability insurance is designed to assist you with your income should you become partially or totally disabled and are unable to perform the essential functions of your job.

Refer to your Summary Plan Description for further details regarding your disability insurance. You may obtain the Summary Plan Description from your supervisor.

Note: Please see the Disability (Including Pregnancy) Leave of Absence Policy in the section titled "Leaves" of this Employee Manual for further information.

Life and Accidental Death and Dismemberment Insurance

If you are a regular full-time employee of Superior Ambulance, you are eligible to participate in Superior's Group Life Insurance. This insurance is payable in the event of your death, in accordance with the policy, while you are insured. You may change your beneficiary whenever you wish by submitting the appropriate documents to your supervisor. Refer to your Summary Plan Description for further details regarding your Group Life Insurance. You may obtain the Summary Plan Description from your supervisor.

Government Required Coverage

Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. This job-injury insurance is paid for by Superior Ambulance. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

Although Superior Ambulance will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first seven (7) days you're unable to work.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with Superior Ambulance. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. Superior Ambulance pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the Local State Unemployment Office as soon as you become unemployed.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Superior Ambulance is required to deduct this amount from each paycheck you receive. In addition, Superior Ambulance matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

Retirement Plan

Superior Ambulance has a Retirement Plan to provide eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All regular full-time employees who work at least one thousand (1,250) hours per year, have been employed for at least one year, and have been continuously employed with Superior Ambulance, are eligible to participate in the Retirement Plan. Participation in the Plan begins upon fulfilling the eligibility requirements.

The details regarding Superior Ambulance and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description.

Statement of Employee Retirement Income Security Act (ERISA) Rights
As a participant of Superior's plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members shall be entitled to:

a. Examine all plan documents, at the plan administrator's office, without charge. This includes insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of this include detailed annual reports and plan descriptions.

b. Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

c. Receive a summary of the plan's financial report. The plan administrator is required by law to furnish each member with a copy of this summary annual report.

In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan members and beneficiaries. No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the plan reviewed and your claim reconsidered.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

Other Benefits

Credit Union Membership
As an employee of Superior Ambulance, you are eligible for membership in the First Financial Credit Union. Membership can enable you to borrow money at low interest rates. You may also save money and maintain an IRA account with the credit union. Ask your supervisor for details on how to join the credit union.

Education Assistance
We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within the company. To encourage and reward these individuals, Superior Ambulance offers an Education Assistance benefit.

Full-time employees may continue their education in the EMS field and Superior Ambulance may reimburse part of the registration and tuition costs up to a maximum of $500 per year. All courses must be pre-approved by your supervisor. Once the course is completed, you must submit a certified transcript of grades with tuition expense receipts. Superior Ambulance will reimburse you as described below for the portion of the fees that were pre-approved. This may include fees for registration, tuition, books, and additional lab fees. Incentives have been established to reward better than average performance.

Reminder: If you are taking a pre-approved seminar that offers continuing education credit, be sure to give your supervisor a copy of the Continuing Education Credit Certificate (or other document) to include in your personnel file.

In order to qualify for this Education Assistance benefit you must:

1. Advise your supervisor, prior to enrolling for the class, that you intend to take a particular course. Your supervisor will let you know if the course qualifies for the Education Assistance Program.

2. The course must be job-oriented and offered by an approved educational institution.

3. The course may be job-oriented for Continuing Education Credit, but must not be a course offered by Superior. Courses taken elsewhere that are offered by Superior are not eligible for Education Assistance.

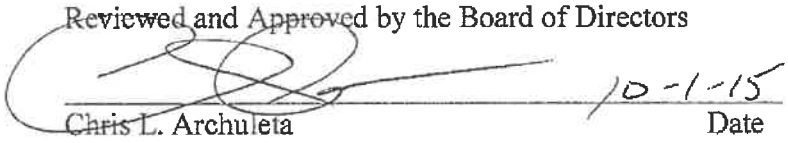
4. You must have at least one (1) year of full-time service with Superior Ambulance.

5. If you are eligible to receive educational benefits from other alternate sources Superior Ambulance may not reimburse your educational expenses.

6. If you are eligible to receive educational benefits from Superior, some courses may require you to agree to an employment contract.

In addition to educational assistance for formal education, Superior Ambulance may arrange training programs which enable you to progress in your technical knowledge of our business. If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your supervisor. Since these seminars are usually offered only at specified times within a geographical area, please be sure to notify your supervisor as far in advance as possible. This way, she/he can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar. Keep in mind your department's budget restrictions may have an impact on obtaining approval.

Reviewed and Approved by the Board of Directors



10-1-15

Chris L. Archuleta — Date
Executive Director

EXHIBIT – W

PERFORMANCE EVALUATIONS

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.08
Policy Title: Human Resources	**Date Issued:** 10-01-2015
Policy Sub-Title: Performance Evaluations	**Date Revised:**

Purpose:
Outlines Superior Ambulance Service, Inc (SAS) employee evaluation process which provides the company as well as the employee with feedback on their specific job performance.

Policy:
This policy describes the employee evaluation process for SAS. Evaluations will be done after completion of the employee's introductory period as well as annually.

Procedure:
All employees will be evaluated on overall job performance that include, but are not limited to areas such as job knowledge, attitude, professional presentation, appearance, attendance, adherence to policy and interpersonal relationships.

Rating will be based on a scale of "1" to "4", "1" representing the lowest possible job performance and "4" representing the highest possible job performance. Ratings can be given in the following increments to allow for more flexibility in scoring. (.3 / .7) The final rating will be based on an average of all scores.

The manager will be given the option of rating an employee in the scoring increments based on the employee's performance. For example, a manager may feel that an employee's performance in a particular area is slightly higher than average, but yet does not qualify for the next highest rating. This employee may then be rated as a "3.3". Conversely, if a manager feels that the same employee is well above average, but still does not qualify for the next higher rating, the employee may then be rated as a "3.7".

Managers that can provide first hand knowledge of the employee's job performance will evaluate employees.

Upon completion, the evaluation will be forwarded to the Director of Operations (DOO) for approval and totaling of scores. The evaluation will then be forwarded to the Executive Director (ED) for final approval. The employee will be scheduled to meet with their department head to review the evaluation. During this review, the employee has the opportunity to comment on any portion of the evaluation.

Any changes must be returned to the DOO for review and approval.

Completed evaluations will be placed in the employee file and can be reviewed upon request by the employee. Subsequent annual evaluations will involve the review of the previous evaluation for the purpose of comparison.

Superior Ambulance Service, Inc.
Policies and Procedures

A blank evaluation form will be available to the employee that will inform the employee of what areas they will be measured.

Employees that do not score a minimum of a 3.0 will be re-evaluated in thirty-days (30). If their score remains below the minimum standard, disciplinary action may be taken, up to and including termination.

Reviewed and Approved by the Board of Directors

10-1-15

Chris L. Archuleta — Date
Executive Director

EXHIBIT – X

CONFLICT / PROBLEM RESOLUTION

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.04.01
Policy Title: Human Resources	**Date Issued:** 11-01-2013
Policy Sub-Title: Problem Resolution	**Date Revised:**

Purpose:

This policy defines the procedure in which employee's can report alleged unfair policy and procedure actions taken by Superior Ambulance Service, Inc. (SAS).

Policy:

The Problem Resolution Policy outlines the procedures an employee should take to report any policy and procedure actions taken that they feel are unfair. The process includes but is not limited to: Reporting of the issue, investigation, decision making and notifying the employee of the outcome.

Procedure:

Reporting the issue:
All employees are encouraged to report any issue of alleged unfairness to their immediate supervisor. In the event that the issue may involve their immediate supervisor, the employee may contact the next appropriate member of the management team as outlined in the Chain of Command. All issues must be submitted in writing prior to an investigation.

Investigation:
Upon receiving the written complaint, the supervisor shall forward it to the Director of Operations (DOO) for review. The DOO may contact the employee to discuss the issue if necessary. All information obtained will be discussed with the Executive Director (ED) prior to making a decision.

Decision Making:
All decisions will be approved by the ED and will be based on the complaint and how it relates to our current policies and procedures as well as state and federal labor laws. In the event that the employee's complaint warrants a policy and procedure change, recommendations will be forwarded to the ED for approval prior to implementation. The new policy or procedure will be posted at the crew quarters as well as the Administrative Office. Updates will also be made to the Policy and Procedure Manual.

Employee Notification:
The employee will be notified by the DOO or his/her appointed designee of the decision made regarding the employee complaint. If the employee is still not satisfied with the outcome, the employee may appeal the decision to the Board of Directors.

Reviewed and Approved by the Board of Directors

Chris L. Archuleta
Executive Director

11/1/13
Date

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 102.03.01
Policy Title: Inter-Agency Relations	**Date Issued:** 11-01-2013
Policy Sub-Title: Conflict Resolution – External Source	**Date Revised:**

Purpose:
This policy defines the procedure utilized by Superior Ambulance Service, Inc. (SAS) management in identifying and resolving complaints regarding SAS personnel or operations from an outside source.

Policy:
The Conflict Resolution Policy outlines the steps taken by SAS management personnel when a complaint is received from an outside source. The process includes but is not limited to: Notification, Investigation, Corrective Action and Follow-up.

Procedure:
Information Gathering:
All complaints that are received within any department or through our dispatch center will be forwarded to the Communication Supervisor. (CS) If the CS is not available, the on-duty dispatcher will complete a Complaint Information Form. The dispatcher will notify the caller that the information will be given to the CS and the caller will be contacted by the following business day. Upon receiving the initial complaint, the CS shall complete a Complaint Information Form, and will contact the caller to obtain more detailed information. Minor complaints may be handled immediately, at the discretion of the CS. The Director of Operations (DOO) will be notified of any resolution made by the CS. All other complaints will be forwarded to the DOO. If the caller insists on an immediate response and the CS is not available, the dispatch center will contact the next available supervisor following the Chain of Command.

The CS will advise the caller that any complaint that requires remediation by the DOO shall be followed-up with a minimum of a phone call within five business days. In the event that the DOO is not available, all information will be forwarded to the Executive Director (ED).

Investigation:
At a minimum the investigation shall include the following:

1. Interview the complainant
2. Interview staff involved
3. Interview witnesses if applicable

Corrective Action Plan:
After the investigation has been completed, a Corrective Action Plan (CAP) will be developed and implemented as necessary. The CAP will be completed within five business days of the completion of the investigation. All results will be forwarded to the ED.

Follow-up:
Upon the completion of the CAP, the DOO or his/her appointed designee will contact the complainant and advise him/her of the action taken by the following business day. A formal follow-up letter will be sent to the complainant.

Reviewed and Approved by the Board of Directors

11/1/13

Chris L. Archuleta — Date
Executive Director

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 102.03.02
Policy Title: Inter-Agency Relations	**Date Issued:** 11-01-2013
Policy Sub-Title: Conflict Resolution – Internal Source	**Date Revised:**

Purpose:
This policy defines the procedure utilized by Superior Ambulance Service, Inc. (SAS) management in identifying and resolving employee-initiated complaints regarding an outside agency.

Policy:
The Conflict Resolution Policy outlines the steps taken by SAS management personnel when an employee-initiated complaint is received. The process includes but is not limited to: Notification, Investigation, and Follow-up.

Procedure:
Information Gathering:
All complaints from employees regarding an outside agency should be reported to their immediate supervisor. Complaints received from SAS personnel must be addressed by following the Chain of Command as outlined in the Employee Manual. The employee shall document in writing specifics of the complaint. Complaints will then be forwarded to the DOO and ED for review. Upon concluding the review, the DOO will contact the EMS Liaison.

Investigation:
Upon receiving the written complaint, the EMS Liaison will contact the appropriate agency and supervisor to discuss the issue. If a satisfactory resolution is not obtained, the EMS Liaison will report back to the DOO and ED. The ED may direct the EMS Liaison regarding the next course of action or may personally contact the most appropriate individual in upper management of the involved agency. All reasonable attempts to resolve the issue will be made.

At a minimum, the investigation shall include the following:
1. Interview complainant
2. Interview staff involved
3. Interview witnesses if applicable

Follow-up:
Upon reaching a resolution, the EMS Liaison will contact the employee that initiated the complaint and advise him/her of the outcome.

Reviewed and Approved by the Board of Directors

11/1/13

Chris L. Archuleta
Executive Director

Date

EXHIBIT – Y

DISCIPLINARY / CORRECTIVE ACTION POLICY

Superior Ambulance Service, Inc.
Policies and Procedures

Department:	**Policy Number:** 106.03.01
Policy Title: Human Resources	**Date Issued:** 12-01-2015
Policy Sub-Title: Disciplinary / Corrective Action	**Date Revised:**

Purpose:

The purpose of this policy is to outline the disciplinary process utilized by Superior Ambulance Service, Inc. (SAS) when dealing with employee disciplinary issues.

Policy:

This Policy defines the Corrective Action Plan (CAP) utilized by SAS when dealing with employee disciplinary issues. This policy will include, defining management personnel responsible for disciplinary action decisions, conduct resulting in termination, and the employee grievance procedure.

Procedure:

The disciplinary process will be followed as described in the Standards of Conduct within the Employee Manual. The Executive Director (ED) or the Director of Operations will approve all disciplinary action decisions. In their absence other SAS management team members may follow the step disciplinary process up to a one-day suspension. All disciplinary actions occurring during the absence of the ED and DOO will be reviewed upon his/her return. Conduct resulting in immediate termination is described in the Standards of Conduct within the Employee Manual. Employees that disagree with any disciplinary action taken may file a grievance with SAS as outlined in the Problem Resolution Policy, (106.04.01).

The following is the Disciplinary Policy as written within the Employee Manual;

Disciplinary Actions

This Disciplinary Actions Policy applies to all regular employees and to any employee who has not completed the Probationary Period.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, managers are expected to follow the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the company may decide to repeat a disciplinary step.

Discipline Procedure

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

1. Oral Reminder
2. Written Warning
3. Suspension Without Pay

4. Termination

To insure that Superior Ambulance business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, your supervisor will coach and counsel you in mutually developing an effective solution. If, however you fail to respond to coaching or counseling or an incident occurs, requiring formal discipline, the following procedures shall occur.

Step One: Oral Reminder

Your supervisor will meet with you to discuss the problem or violation, making sure that you understand the nature of the problem or violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet Superior's expectations.

You will be informed that the Oral Reminder is the first step of the discipline procedure. Your supervisor will fully document the Oral Reminder, which will remain confidential and will be placed in your personnel file.

Step Two: Written Warning

If your performance does not improve, or if you are again in violation of Superior Ambulance practices, rules or standards of conduct, your supervisor will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem. Your supervisor will advise you that you are now at the second formal level of disciplinary action. After the meeting your supervisor will write a memo to you summarizing the discussion and your agreement to change. A copy of the memo will be placed in your personnel file.

The Written Warning will remain in effect for a minimum of six (6) months, and will remain in your personnel file.

Step Three: Suspension Without Pay

If your performance does not improve following the Written Warning, or if you are again in violation of Superior Ambulance practices, rules or standards of conduct, you will be placed on Suspension Without Pay. The Suspension Without Pay is the third and final step of Superior's disciplinary process.

Suspension Without Pay is a minimum, one (1) day disciplinary suspension. Employees on Suspension Without Pay will spend the following day away from work deciding whether to commit to correcting the immediate problem and to conform to all of the company's practices, rules and standards of conduct, or to quit and terminate their employment with Superior Ambulance.

If your decision following the Suspension Without Pay is to return to work and abide by Superior Ambulance practices, rules and standards of conduct, you will write a letter to the Director of Operations explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter, and a copy will be placed in your personnel file.

You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs, you will be terminated.

If you are unwilling to make such a commitment, you may either resign or be terminated.

Crisis Suspension
If you are alleged to have committed any of the actions listed below, or any other action not specified but similarly serious, you will be Suspended With Pay pending an investigation of the situation. Following the investigation you may be terminated without any previous disciplinary action having been taken.

1. Theft.
2. Falsification of Superior's records.
3. Failure to follow safety practices.
4. Breach of Confidentiality Agreement.
5. At-Fault accident, resulting in damaging a company vehicle.
6. Use and/or possession of intoxicants, drugs or narcotics.
7. Three (3) "Disciplinary Action's" in the current twelve (12) month period.
8. Public criticism of a derogatory nature pertaining to other employees, company policies, or management.
9. Mistreatment to, abusive to or an unprofessional attitude toward a patient, hospital staff member, or customer of Superior.
10. Failure to follow Medical Protocols as written will result in an immediate suspension with pay pending the full review of the occurrence.
11. Failure to follow Pharmacy procedures as written will result in immediate suspension with pay pending the full review of the occurrence.

The provision of this Disciplinary Policy is not a guarantee of its use. Superior Ambulance reserves the right to terminate employment at any time, with or without reason. Additionally, Superior Ambulance reserves the right to prosecute any employee for any of the above infractions.

Penalties

Damage / Loss of Medical Equipment
Employees, who damage equipment or lose equipment due to an act of negligence, and/or carelessness, will be financially accountable for either the replacement, and/or repair costs involved on that specific piece of equipment.

Employees involved with damaging and/or losing equipment will be disciplined in accordance to the guidelines depending on the severity of the loss. In some cases an employee can be terminated on the first (1st) offense.

Accident / Damage to Ambulance & Company Vehicles
Employees who are involved in damaging a company vehicle and/or involved in a vehicle accident, due to an act of negligence and/or carelessness, will be financially accountable for the repairs to the vehicle involved to a maximum of one thousand ($1000.00) dollars per occurrence.

Employees involved in damaging a company vehicle will be disciplined in accordance to the guidelines depending on the severity of the loss. The disciplinary guidelines are as follows:

1. An employee involved in an "At Fault" accident resulting in bodily injury shall have his/her driving privileges revoked for a minimum of two (2) years, and shall be subject for termination.
2. An employee involved in an "At Fault" accident resulting in bodily injury which results in death, shall be terminated.

3. An employee involved in an "At Fault" accident resulting in a violation of a company policy, shall have his/her driving privileges revoked for a minimum of two (2) years, and shall be subject for termination.
4. An employee involved in an "At Fault" accident resulting in a monetary loss which exceeds one thousand ($1000.00) dollars, shall have his/her driving privileges revoked for a minimum of two (2) years, and shall be subject for termination.
5. An employee involved in an "At Fault" accident resulting in a monetary loss less than one thousand ($1000.00) dollars, shall be financially accountable for the repairs to the vehicle involved, may have his/her driving privileges revoked up to a two (2) year period, shall be put on a two (2) year driving probation, and may be subject for termination.
6. An employee on "driving probation" involved in a second (2nd) "At Fault" accident resulting in a monetary loss less than, or exceeding one thousand ($1000.00) dollars, shall have his/her driving privileges revoked, and shall be subject for termination.

It is the employee's responsibility to safeguard their assigned vehicle at ALL TIMES, regardless of the situation, provided there is no personal risk of injury.

Reviewed and Approved by the Board of Directors

12-1-15

Chris L. Archuleta — Date
Executive Director

EXHIBIT – Z

LOCAL / AREA

CONTRACTS

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

CONTRACT FOR EMERGENCY AMBULANCE SERVICES

This Contract made and entered into this 21 day of February, 2018, by and between City of Las Vegas, hereinafter referred to as "City" and Superior Ambulance Service, hereinafter referred to as "Provider." The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be Provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the City obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly City of Las Vegas Management Team (CLVMT) meetings as scheduled by the City. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. City of Las Vegas may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the City, including information about whether the clients are insured or uninsured and their City residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the City. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall

survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual report, to the City at the CLVMT meetings. Unless approved otherwise in writing, all required reports will comply with the City formats and requirements. City of Las Vegas may require additional information as deemed necessary.

5. MONITORING

The Provider shall allow the City staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the City (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the City, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for four (4) years, renewable yearly and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas or any other location(s) approved by the City.

The Provider shall actively take measures to become knowledgeable with City street names and locations.

The Provider shall actively take measures to become knowledgeable with the Ten (10) Codes used by the City's dispatch system (PSAP).

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

Superior Ambulance must maintain a response plan for the City of Las Vegas. It should consist of a minimum daily staffing level of three (3) dedicated ambulances for the City of Las Vegas at all times. A minimum of two (2) emergency response ambulances and one (1) combination emergency and non-emergency ambulance shall be utilized in the day to day operation within the City of Las Vegas to meet the current need for services. At least one of these ambulance units in service shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/interfacility transports. A procedure for non-emergency, non-911 responses shall be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of the City, should be conducted by their Albuquerque or Santa Fe units when available. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside the City of Las Vegas, and by assigning an ambulance to conduct a transport that will impact the services in the City of Las Vegas, the Provider shall delay the transport and assign the transport to one (1) of their other operations, so not to impact services within the City. Additionally, if the transport is deemed an emergency to another facility outside the City, the Provider shall dispatch a local ambulance, and will supplement coverage with a Pecos unit, or will have the Pecos unit intercept the Las Vegas Ambulance so that the ambulance can quickly be put back into service.

Should any or all of the three (3) Ambulance units available for service within City Limits become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

ARTICLE 5. COST AND PAYMENT:

The total amount of the Contract for the period of performance specified above shall not exceed the amount specified below and annually funded by the City for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

Twelve (12) equal monthly installments of **$14,583.33** per calendar year

Contract amount: **$175,000.00** per calendar year

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE CITY:

Ann Marie Gallegos,
Interim City Manager
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

FOR THE PROVIDER

Chris L. Archuleta
Executive Director and CEO
Superior Ambulance Service
P.O. Box 6482
Albuquerque, NM 87197

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 4 1-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the City, which Certificate or Endorsement shall include evidence of the right of the City of Las Vegas to notice of non-payment or and notice of cancellation, with this signed Contact. If, for any reason, any material change occurs in the insurance coverage during the course of the Contract, such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The City is an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of nonpayment or and notice of cancellation to the City of Las Vegas

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of City.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Provider will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City of Las Vegas Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:

a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or

b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or

c. Two responses dispatched within ten (10) minutes of one another

8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;

9. Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;

12. Delays caused by a facility being unable to receive a patient; or

13. A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;

14. Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager following a recommendation from the City of Las Vegas Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by City Manager or designee within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The City shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made. Relief to the above time frames may be granted by the City Manager on a "case by case" basis and in response to a written request by Provider.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls.

b. Provider's response time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Provider shall be assessed a penalty if response time compliance falls below 90%.

PENALTY ASSESSMENT:

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

A. **Penalties:** Individual response penalties of $250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time. Any penalty assessed may be appealed in accordance with attachment "C"

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the City of Las Vegas in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The City may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract FY 2017/2018, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial

inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the Contract. The City is responsible for payment to Provider for any and all services actually rendered by Provider to City under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND CITY.

The Provider agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Provider has express written authority from, the City Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Provider's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the City for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the City. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-l-1 through 13-1-199, NMSA 1978, as well as the City's Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the City and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The City's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The City's determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

The Contract is based on the personal skills and reliability of the Provider. The Provider shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the City. Notices of any intent to subcontract must be delivered to the City name/address noted in Article 5, and written approval by the City shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the City until approved and signed by the City Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section *504* of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially *45* CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that ensure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to City its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32.

This Contract award is made as a result of a Request for Proposals issued by the City pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.,* NMSA 1978, as well as the City's Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 33.

This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas on _____, 2018 which public entities authorized their City Manager to execute the Contract.

Effective Date: 2/21/18

CITY OF LAS VEGAS

Ann Marie Gallegos, Interim City Manager

SUPERIOR AMBULANCE

Chris L. Archuleta, Director

CITY CLERK

Casandra Fresquez, City Clerk

APPROVED AS TO FORM ~~ONLY~~:

City Attorney

Board of County Commissioners

Gilbert J. B. Sena
Chairman - District 4

Rock G. Ulibarri
Vice-Chair - District 1

Marcellino A. Ortiz
Commissioner - District 2

Arthur J. Padilla
Commissioner - District 3

Nicolas T. Leger
Commissioner - District 5

Les W. J. Montoya
County Manager

March 9, 2016

Mr. Chris L. Archuleta
CEO
Superior Ambulance Services, Inc.
P.O. Box 6482
Albuquerque, New Mexico 87197

Re: Renewal of Ambulance Service Agreement with San Miguel County

Dear Mr. Archuleta,

On behalf of the San Miguel County Board of Commissioners, let me express our appreciation for and satisfaction of the life-saving services provide by Superior Ambulance, Inc. , to the citizens of San Miguel County.

I am happy to report that the San Miguel County Board of Commissioners intend to allow the automatic renewal of our agreement dated February 12, 2008, as amended on March 13, 2013 for another four (4) year term beginning April 1, 2016.

Please convey our sincere appreciation to all your administrative staff and certified personnel for their dedication in providing timely service and excellent care to our citizens. We look forward to having Superior Ambulance as a part of our emergency services team for another four years.

Attached for your review and signature is the Addendum which was presented at yesterday's San Miguel County Board of Commissioners Meeting. I respectfully ask that you sign where indicated and return to me as soon as possible. Once the Addendum has been fully recorded with the San Miguel County Clerk's Office, I will provide a copy to you for your records.

Thank you.

Sincerely,

Les W. J. Montoya
San Miguel County Manager

XC: Gilbert J. B. Sena, Chairman, San Miguel County Board of Commissioners, District 4
Rock G. Ulibarri, Vice-Chair, San Miguel County Board of Commissioners, District 1
Marcellino A. Ortiz, Commissioner, San Miguel County Board of Commissioners, District 2
Arthur J. Padilla, Commissioner, San Miguel County Board of Commissioners, District 3
Nicolas T. Leger, Commissioner, San Miguel County Board of Commissioners, District 5
Superior Ambulance Files

Administration Complex
500 W. National Ave., Suite 201 Las Vegas, New Mexico 87701 (505) 425-9333 phone (505) 425-7019 fax
smcmanager@smcounty.net

ADDENDUM

AMBULANCE SERVICES AGREEMENT
BY AND BETWEEN
SAN MIGUEL COUNTY
AND
SUPERIOR AMBULANCE SERVICES, INC.

(San Miguel County Clerk's Space)

This Addendum ("Addendum") is executed by the parties as of the dates set forth beneath their respective signatures but is effective as of April 1, 2016 (the "Effective Date"), by and between the County of San Miguel, New Mexico ("County") and Superior Ambulance, Inc. ("Superior").

WITNESSETH:

WHEREAS, the County and Superior entered into that certain Ambulance Services Agreement effective April 1, 2008 (the "Agreement") pursuant to which Superior provide certain services more particularly described therein ("Services"); and

WHEREAS, the County and Superior agree that the original Terms and Conditions shall remain in effect as written in the original Agreement; and

WHEREAS, the County and superior agree that except as expressly amended by this addendum, the underlying Ambulance Services Agreement between the parties, effectively renewed as of April 1, 2013 shall remain unchanged and in full force and effect as therein provided; and

WHEREAS, Superior has continued to provide Services subsequent to the original Agreement; and

WHEREAS; the County has continued to pay Superior for Services performed subsequent to the Agreement at the rate as set forth in the Agreement.

NOW THEREFORE, in consideration for the services provided by Superior, and as consideration for the parties continuing their relationship via this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as the follows:

1. Payment. Prior to the execution of this Addendum, the County has paid Superior for Services rendered subsequent to the original Agreement. The agreed payment schedule in the original Agreement shall be amended as follows;

2. Remuneration. The County agrees to compensate Superior $150,700 annually to proved ambulance services to the Eastern and Western portions of the County:

> The County shall pay Superior Ambulance $108,000 annually for the delivery of services to the Eastern portion of the County. Further, the County agrees to pay Superior $42,700 annually for the delivery of services to the Western portion of the County, excluding the village limits within the Village of Pecos.
>
> The County Contribution payment shall be made on a monthly basis in twelve (12) equal payments to Superior. Monthly invoices and supporting monthly response documentation shall be provide to the County.

3. Term. The Term of this Addendum is as described in Section 3 of the underlying EMS Agreement, and subject to the term and termination provisions of the underlying Ambulance Service Agreement.

4. County Property. The County will provide to Superior the county owned ambulance station located within the Village of Pecos for the purpose of conduction the ambulance services within the territory described within this Addendum. Additionally, the County will proved to Superior the county owned 2006 Ford Ambulance currently utilized within the described territory for the purpose of providing ambulance services within the same described territory.

Superior agrees to properly insure the above described property and to name the County as an additional insured in their liability insurance, and that said insurance shall remain in full force throughout the term of this Addendum. In addition Superior will perform all routine and preventive maintenance, and minor mechanical repairs related to the operation of said vehicle; and shall maintain the daily and routine maintenance and upkeep of the ambulance station during the term of this addendum.

5. Miscellaneous. This Addendum supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and contains the entire agreement of the parties. No modification of this Addendum shall be valid unless it is in writing and signed by both parties hereto, and the Agreement shall remain in full force and effect without modification except and for those expressly agreed to herein. This Addendum shall be governed by and interpreted in accordance

with the laws of the State of New Mexico. This Addendum shall in no way be construed as an admission by either party that it acted wrongfully toward the other party. If any part of this Addendum is found to be unenforceable, the other provision shall remain fully valid and enforceable. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute on and the same agreement. A counterpart executed by facsimile shall constitute an original.

The County and Superior agree that except as expressly amended by this Addendum, the underlying Ambulance Service Agreement between the parties dated February 12, 2018, shall remain unchanged and in full force and effect as therein provided.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates set forth below, provided that this Addendum is effective as of the Effective Date.

For County:

County of San Miguel

By: _____
Name: Les W. J. Montoya
Title: San Miguel County Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

For Superior:

Superior Ambulance Services, Inc.

By: _____
Name: Chris L. Archuleta
Title: Executive Director/CEO
Date: 3/24/16

Address for Notices to the County

San Miguel County
500 West National Avenue, Suite 201
Las Vegas, New Mexico 87701
Attn: County Manager

Address for Notices to Superior

Superior Ambulance Service, Inc.
P.O. Box 6482
Albuquerque, New Mexico 87197
Attn: CEO

This Addendum is not binding upon either party unless signed by the Chief Executive Officer and another authorized officer of the County.

Gilbert J. B. Sena
Chairman
District 4

Rock G. Ulibarri
Vice-Chair
District 1

Marcellino A. Ortiz
Commissioner
District 2

Arthur J. Padilla
Commissioner
District 3

Nicolas T. Leger
Commissioner
District 5

Les W. J. Montoya
San Miguel County Manager

ATTEST:

Geraldine E. Gutierrez
San Miguel County Clerk

ADDENDUM

AMBULANCE SERVICES AGREEMENT
by and between
San Miguel County
and
Superior Ambulance Service, Inc.

This Addendum ("Addendum") is executed by the parties as of the dates set forth beneath their respective signature lines, but is effective as of April 1, 2013 (the "Effective Date"), by and between the County of San Miguel, New Mexico ("County") and Superior Ambulance Service, Inc. ("Superior").

WITNESSETH:

WHEREAS, the County and Superior entered into that certain Ambulance Services Agreement effective April 1, 2008 (the "Agreement") pursuant to which Superior provided certain services more particularly described therein ("Services"); and

WHEREAS, the County and Superior agree that the original Terms and Conditions shall remain in effect as written in the original Agreement; and

WHEREAS, the County and Superior agree that except as expressly amended by this Addendum, the underlying Ambulance Services Agreement between the parties, effectively renewed as of April 1, 2012, shall remain unchanged and in full force and effect as therein provided; and

WHEREAS, Superior has continued to provide Services subsequent to the original Agreement; and

WHEREAS, the County has continued to pay Superior for Services performed subsequent to the Agreement at the rate as set forth in the Agreement.

NOW THEREFORE, in consideration for the Services provided by Superior, and as consideration for the parties continuing their relationship via this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment. Prior to the execution of this Addendum, the County has paid Superior for Services rendered subsequent to the original Agreement. The agreed payment schedule in the original Agreement shall be amended as follows:

2. Remuneration. The County agrees to compensate Superior $150,700 annually to provide ambulance services to the Eastern and Western portions of the County;

> The County shall pay Superior $108,000 annually for the delivery of services to the Eastern portion of the County. Further, the County agrees to pay Superior $42,700 annually for the delivery of services to the Western portion of the County, excluding the village limits within the Village of Pecos.
>
> The County Contribution payment shall be made on a monthly basis in twelve equal payments to Superior. Monthly invoices and supporting monthly response documentation shall be provided to the County.

3. Term. The term of this Addendum is as described in Section 3 of the underlying EMS Agreement, and subject to the term and termination provisions of the underlying Ambulance Service Agreement.

4. County Property. The County will provide to Superior the county owned ambulance station located within the Village of Pecos for the purpose of conducting the ambulance services within the territory described within this Addendum. Additionally, the County will provide to Superior the county owned 2006 Ford Ambulance currently utilized within the described territory for the purpose of providing ambulance services within the same described territory.

Superior agrees to properly insure the above described property and to name the County as an additional insured, and that said insurance shall remain in full force throughout the term of this Addendum. In addition Superior will perform all routine and preventive maintenance, and minor mechanical repairs related to the operation of said vehicle; and shall maintain the daily and routine maintenance and upkeep of the ambulance station during the term of this Addendum.

5. Miscellaneous. This Addendum supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and contains the entire agreement of the parties. No modification of this Addendum shall be valid unless it is in writing and signed by both parties hereto, and the Agreement shall remain in full force and effect without modification except for those expressly agreed to herein. This Addendum shall be governed by and interpreted in accordance with the laws of the state of New Mexico. This Addendum shall in no way be construed as an admission by either party that it acted wrongfully toward the other party. If any part of this Addendum is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Addendum may be executed in any number of counterparts, each of which shall be

deemed to be an original, and all of which shall constitute one and the same agreement. A counterpart executed by facsimile shall constitute an original.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates set forth below, provided that this Addendum is effective as of the Effective Date.

For County:

County of San Miguel

By: _____
Name: Les Montoya
Title: County Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

For Superior:

Superior Ambulance Service, Inc.

By: _____
Name: Chris L. Archuleta
Title : Executive Director / CEO
Date: 3/18/2013

Address for Notices to County

County of San Miguel
500 West National Ave. Suite 200
Las Vegas, NM 87701
Attn: County Manager

Address for Notices to Superior

Superior Ambulance Service, Inc.
PO Box 6482
Albuquerque, NM 87197
Attn: CEO

This Addendum is not binding upon either party unless signed by the Chief Executive Officer and another authorized officer of County.

Nicholas T. Leger, Chairman

Ron R. Ortega, Vice-Chair

Arthur J. Padilla, Member

Gilbert J.B. Sena, Member

Marcellino A. Ortiz, Member

ATTEST:

Melanie Y. Rivera
San Miguel County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Jesus L. Lopez
San Miguel County Attorney

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

SAN MIGUEL COUNTY
PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 22ND Day Of April, 2013 at 08:23:37 AM And Was Duly Recorded as Instrument #201301399 Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Melanie Y. River

Deputy _____ County Clerk, San Miguel, NM

STATE OF NEW MEXICO **VILLAGE OF PECOS**

AGREEMENT

This agreement, effective the 1st day of September, 2019, by and between the Village of Pecos, New Mexico, State of New Mexico, a governmental entity hereinafter referred to as (Village) and the Superior Ambulance Services, Inc., a New Mexico corporation, hereinafter referred to as (Superior).

RECITALS

Whereas, the Village desires to ensure availability of adequate emergency ambulance service within the Village, and;

Whereas, the Village desires to provide good medical care, and;

Whereas, Superior is in the ambulance business, and Superior desires to provide ambulance service in the Village; and

Whereas, Superior shall provide for: the establishment or enhancement of local emergency medical services; operational costs other than salaries and benefits of local emergency medical services personnel, purchase, repair and maintenance of emergency medical services vehicles, equipment and supplies; implementation of prevention program and the training and licensing of local emergency services personnel through the Emergency Medical Services Fund;

IT IS THEREFORE AGREED AS FOLLOWS:

I. **Service:** The parties agree to, accept and incorporate by this reference the following:
   a. Superior agrees to provide one ambulance and crew based within the Village to be kept available at all times for use in the Village service area with an immediate response upon receipt of call.
   b. Superior further agrees to maintain at all times, Basic Life support capabilities and Advance Life support capabilities. Basic Life support defined as pre-hospital care, treatment and procedures, which may be performed by licensed individuals, as defined in the Regulations governing either licensing of Emergency Medical Technicians. Advance Life support is defined as certain advanced pre-hospital care, treatment, and procedures, which may only be performed by an individual licensed as an EMT-Paramedic as defined in the regulations Governing the Licensing or Emergency Medical Technicians, and who performs such treatment under medical control.
   c. Superior agrees to provide one backup emergency ambulance unit to be stationed in the Village in the event the primary unit is not available for service.

II. **Station:** Superior agrees to occupy an ambulance station, situated at a location approved by the New Mexico Public Regulation Commission and the Village. Said Station shall house ambulance vehicles and crews.

III. **Calls:** In consideration for keeping such ambulance and personnel available, the Village agrees that in cases where request for service is within the Village but outside the municipalities or other areas, which hold their certificates of necessity for ambulance service all such calls shall be referred to Superior for transport and/or ALS coverage pursuant to agreements entered into separately between Superior and each such municipality or area. In cases where Superior does not receive calls into certificated municipalities or areas, the Village shall not hold Superior liable for failure to comply with any provision of this agreement.

IV. **Compliance with the Law:** In providing ambulance services as described herein, Superior agrees to fully comply with all applicable laws pertaining to the licensing and operations of ambulances, and the providing of ambulance services.

V. **Billing:** Superior agrees to bill the patient, Medicare, Medicaid, insurance companies, or others, and will assist the patient with information for his/her third party coverages. Billing shall be subject to the Medical Director's periodic review.

VI. **EMS Fund Act:** The Village will make available to Superior the current and future monies allocated to Superior by the State EMS Bureau. In return, Superior will submit detailed invoices to the Village regarding expenditures from this fund.

VII. **State Appropriations:** The Village will make available to Superior the current and future monies allocated to the Village for operation of ambulance services to the community. Current monies appropriated are $60,000.

VIII. **Assignment:** Superior may not assign or subcontract its rights or obligations under this contract without prior approval of the Village. Said approval shall not be unreasonably denied provided the assignee is qualified to provide the services required by this agreement.

IX. **Rates and Rate Changes:** Superior shall charge patients according to the Rate Tariff as approved, said Rate Tariff shall be approved by the New Mexico Public Regulations Commission under Certificate Number NMPRC 8616, issued by that Body.

X. **Reports:** Superior shall submit a written report to the Village Mayor on an annual basis. The report shall contain appropriate financial information, identification of problems, concerns, and recommendations for solutions; or in the alternative, a statement that there are no problems or concerns; and a discussion of action that may be considered to improve their service, to make it more efficient or economical. In addition, Superior agrees to provide additional reports as may be, from time to time, requested by the Village, or by the Medical Director.

XI. **Term:** This agreement shall remain in full force and effective for a year, with an automatic renewal as funding allows. Either parties can terminate the contract with written notification within 90 days. The parties define "cause" as breach of any of the terms and conditions of this agreement by the other party.

XII. **Minimum Standards:** Superior shall, at all times, comply with State of New Mexico Rules and Regulations relating to the operation of a paramedic level advanced life support service in the State of New Mexico.

a. **Staffing Patterns:** An ambulance responding to an emergency call under this agreement shall be manned by a minimum of one EMT Paramedic and one EMT Basic, both licensed by the State of New Mexico.

b. **Training:** The Village Mayor, with the advice and recommendation of the EMS Bureau, other medical providers in the community, the Village Medical Director, and Superior may periodically review training in disaster or emergency related exercises completed in conjunction with other public safety agencies as deemed necessary, and may recommend additional training and set time frames for completion. Superior shall provide, or cause to be provided, all required continuing education opportunities to assure annual requirements established by State Regulations for personnel renewal of licensure are met. Superior shall coordinate emergency medical technician training for all services in the Village, as needed.

c. **Medical Communication and Control:** When Superior's ambulance(s) is used pursuant to this Agreement, the crew thereof shall, upon arrival, assess the patient's condition and shall administer treatment according to State law and local protocol. Under no circumstances shall any medication or procedure whatsoever be administered without prior authorization of the Physician Medical Director as defined herein or his/her designated agent. In such cases where medication is administered pursuant to authorization, it shall be the duty of the attendant who administers it to inform the treating physician, upon arrival at the hospital, of his/her treatment.

d. **Physician Medical Director:** Superior shall designate a Physician Medical Director. The Medical Director, who shall be a licensed physician in the State of New Mexico, will be responsible for the development and enforcement of Medical Protocols and Standards of Care for all Superior medical personnel. Superior agrees that all personnel in its employ will strictly adhere to the standards established by the Medical Director regarding care and practices under this Agreement. "Prior authorization of the Physician Medical Director" shall be defined in the written protocols of the Physician Medical Director or specific verbal authorization as to the particular patient being cared for by Superior.

e. **Hospital to be used:** All patients transported by Superior shall be taken to the closest appropriate hospital, based on clinical condition, proximity, timeliness, and clinical services available, and/or patient preference. Any patient requesting to be transported to a facility not complying with this directive will first have their clinical stability assessed through communications from the field unit to an

emergency room physician of an acute care hospital. Alternative plans, if appropriate, may then be made.

f. **Vehicles:** All rules and regulations pertaining to applicable Rules of the New Mexico Public Regulation Commission shall be followed. Superior agrees to utilize, and insure the 1997 Ford Ambulance currently operated within the Village. In addition Superior will perform all preventive maintenance and minor mechanical repairs related to the operation of said vehicle during the term of this Agreement.

g. **Medical Requirements:** Superior shall equip ambulance vehicles to meet or exceed requirements set forth by the New Mexico state law and regulations of the Public Regulations Commission and Department of Health. All medical care equipment will be state of the art and conform to recognized standards in the industry. All such equipment will be routinely inspected and maintained by Superior personnel. If a problem is identified, replacement or repair will be initiated immediately.

h. **Cooperative Understanding:** Superior agrees to honor all existing mutual aid agreements and cooperative understandings with other providers and public safety agencies. Superior also agrees to enter into new agreements that may be approved by the Village, provided such agreements do not unreasonably increase Superior's costs of operation. Superior agrees specifically to honor mutual agreements with the Santa Fe Village Fire Department, and the Glorieta Fire Department, as they currently exist.

XIII. **Insurance Requirements:** Superior shall maintain insurance as follows

Automobile:	
Public liability/bodily injury	$1,000,000.00 per person
Claims made:	
Medical malpractice	$1,000,000.00 per occurrence
General liability	$1,000,000.00 per person
Property Damage	$1,000,000.00 per person
Excess umbrella coverage	$1,000,000.00

Superior shall have the Village named as an additional insured on all insurance policies. Superior shall cause its insurer to forward copies of all policy renewals, cancellations, terminations, endorsements, or other changes via certified mail to the Village Mayor. The Village Mayor shall review the policies and certify in his reports to the trustees that Superior is in compliance with this Agreement. Superior shall additionally meet all minimum requirements for insurance set forth by the New Mexico Public Regulation Commission rules and regulations.

XIV. **Liability, Indemnification, and Hold Harmless:** Superior is an independent contractor and not an employee or agent of the Village. Superior agrees to indemnify and hold the

Village harmless for any and all claims, including reasonable costs and attorney fees, arising from Superior providing ambulance services pursuant to this Agreement.

XV. **Records:** Superior agrees to permit the Village, or its designated representative, full and complete access to all internal accounting records, payroll, tax returns, source documents, and bank records.

XVI. **Entire Understanding:** This Agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written, except as incorporated by the terms hereof, concerning or controlling this matter. Any modifications or addenda to this Agreement must be in writing and signed by the parties hereto.

XVII. **Disputes:** The parties agree that any dispute or legal action related to this Agreement shall be resolved through mediation, and if mediation is unsuccessful through binding arbitration in conformity with the rules of the American Arbitration Association.

XVIII. **Tariffs and Intervention:** While this Agreement is in effect, Superior is the appropriate party to intervene with the Public Regulation Commission in any matters related to ambulance services. Superior is further responsible for bringing any or responding to any action regarding Tariff for ambulance service in the Village.

XIX. **Remuneration:** During the term hereof, the Village will pay monthly to Superior for services in the sum of $5,000 per month for a total annual of $60,000. Superior will then issue another detailed invoice for funds expended on the EMS Fund. All end of fiscal year invoices must be submitted by June 15th to the Village Treasurer.

a. In the event the Village wants to add additional ambulances or medic units, the Village Contribution will increase by an amount to be negotiated between Superior and the Village.
b. Superior agrees to provide to the Village a monthly invoice for services. The invoice shall include response and medical care data for the previous month of EMS operations in the Village.

In witness whereof, the parties have executed this agreement on the date first written above.

Superior Ambulance Service

_____ 9/1/19

Signature **Date**

Village of Pecos

By: _____ 9/1/2019

Mayor or Designee **Date**

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 03/31/2021 **Department:** Finance

Item/Topic: The City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal year budget to include a revenue and expense increase to fund 267 DFA Capital Appropriations – Farmers Market Building Renovation grant in the amount of $48,000.00, Plaza Park Electrical Upgrades grant in the amount of $18,000.00, Hanna Park/City Hall Lighting and security system grant in the amount of $28,000.00 and Carnegie Library Upgrades grant in the amount of $10,000.00. Also, an increase to revenue and expense to fund 268 Department of Cultural Affairs – Plaza Parking Study in the amount of $10,000.00, Building Study in the amount of $10,000.00 and Staff Support in the amount of $17,000.00. Expense increase to Public Works in the amount of $24,570.00 for street light repair and to fund 216 Streets in the amount of $99,500.00 for a street sweeper both are insurance claims. A transfer from fund 216 Streets Improvements into fund 214 Street Co-op Projects in the amount of $30,000.00 to cover additional construction costs to finish W. National Ave., survey fees for various city streets in the amount of $309,700.00. An expense increase in the general fund for the Library in the amount of $48,560.00 to cover salary budget and an additional $10,000.00 for the firework display.

Fiscal Impact: Fund 267 – DFA Capital Appropriations will have a budget increase in the amount of $104,000.00. Fund 268 - Department of Cultural Affairs will have a budget increase in the amount of $37,000.00. Public Works will have a budget increase in the amount of $24,570.00. Fund 216 – Streets will have a budget increase in the amount of $99,500.00. A decrease in fund 216 Street Improvements and an increase in fund 214 Streets Co-op Projects in the amount of $339,700.00. General fund will have an increase in expense in the amount of $58,560.00.

Attachments: Resolution No. 21-10, Budget Adjustment Request, Agreement/Contract No. 3690-2020, 3691-2020, 3692-2020, 3694-2020, 3707-21, 3708-21, 3714-21 and 3709-21. Screen shot from Tyler showing cost of street light, original purchase order, purchase requisition with support and memo on the insurance reimbursement. Copy of the check received from NM Self Insurers Fund for the street sweeper. Estimate on street surveys.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-10

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2020-2021 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2020-21; and

WHEREAS, said budget was developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal year budget to include a revenue and expense increase to fund 267 DFA Capital Appropriations – Farmers Market Building Renovation grant in the amount of $48,000.00, Plaza Park Electrical Upgrades grant in the amount of $18,000.00, Hanna Park/City Hall Lighting and security system grant in the amount of $28,000.00 and Carnegie Library Upgrades grant in the amount of $10,000.00. Also, an increase to revenue and expense to fund 268 Department of Cultural Affairs – Plaza Parking Study in the amount of $10,00.00, Building Study in the amount of $10,000.00 and Staff Support in the amount of $17,000.00. An expense increase to Public Works in the amount of $24,566.00 for street light repair and to fund 216 Streets in the amount of $99,500.00 for a street sweeper both are insurance claims. A transfer from fund 216 Streets Improvements into fund 214 Street Co-op Projects in the amount of $30,000.00 to cover additional construction costs to finish W. National Ave., survey fees for various city streets in the amount of $309,700.00. An expense increase in the general fund for the Library in the amount of $48,560.00 to cover salary budget and an additional $10,000.00 for the firework display; and

WHEREAS, the Governing Body finds that the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2020-21.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully request approval from the Local Governing Division of the Department of Finance and Administration.

APPROVED AND ADOPTED this _____ day of April ,2021.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
RESOLUTION # 21-10
BUDGET ADJUST REQUEST
FISCAL YEAR 2021 as of MARCH 31, 2021

Resolution 21-10	Fund	DFA	Description	Revenues	Transfers	Expenditures	
DFA - CAPITAL APPROPRIATIONS	267-0000-540-5330	267-39900-0000-47499	FARMERS MARKET BLDG - 20-E2696	48,000.00			
DFA - CAPITAL APPROPRIATIONS	267-0000-540-5331	267-39900-0000-47499	PLAZA PARK ELECTRICAL 20-E2695	18,000.00			
DFA - CAPITAL APPROPRIATIONS	267-0000-540-5332	267-39900-0000-47499	HANNA PARK/CITY HALL 20-E2693	28,000.00			
DFA - CAPITAL APPROPRIATIONS	267-0000-540-5335	267-39900-0000-47499	CARNEGIE LIBRARY 20-E2690	10,000.00			
DFA - CAPITAL APPROPRIATIONS	267-0000-780-8022	267-39900-2014-58040	FARMERS MARKET BLDG - 20-E2696			48,000.00	
DFA - CAPITAL APPROPRIATIONS	267-0000-780-8023	267-39900-2014-58040	PLAZA PARK ELECTRICAL 20-E2695			18,000.00	
DFA - CAPITAL APPROPRIATIONS	267-0000-780-8024	267-39900-2014-58040	HANNA PARK/CITY HALL 20-E2693			28,000.00	
DFA - CAPITAL APPROPRIATIONS	267-0000-780-8025	267-39900-2014-58040	CARNEGIE LIBRARY 20-E2690			10,000.00	
DEPT. OF CULTURAL AFFAIRS	268-0000-540-5330	268-39900-0000-47499	PLAZA PARKING 35-18-161419.10017	10,000.00			
DEPT. OF CULTURAL AFFAIRS	268-0000-540-5331	268-39900-0000-47499	BUILDING STUDY 35-18-161419.10016	10,000.00			
DEPT. OF CULTURAL AFFAIRS	268-0000-540-5332	268-39900-0000-47499	STAFF SUPPORT 35-18-161419.10018	17,000.00			
DEPT. OF CULTURAL AFFAIRS	268-0000-780-8022	268-39900-0000-58040	PLAZA PARKING 35-18-161419.10017			10,000.00	
DEPT. OF CULTURAL AFFAIRS	268-0000-780-8023	268-39900-0000-58040	BUILDING STUDY 35-18-161419.10016			10,000.00	
DEPT. OF CULTURAL AFFAIRS	268-0000-780-8024	268-39900-0000-58040	STAFF SUPPORT 35-18-161419.10018			17,000.00	
GENERAL FUND	101-0000-100-1101	101-11000-0001-10101	CASH - GENERAL FUND	24,570.00			UNBUDGETED CASH BALANCE
PUBLIC WORKS	101-5100-720-7405	101-11000-2002-21020	MAINT OF STREET LIGHTS			24,570.00	
STREETS IMPROVEMENT	216-0000-450-5504	216-21600-0001-46060	REIMBURSEMENTS/REFUNDS	99,500.00			
STREETS IMPROVEMENT	216-0000-720-8004	216-21600-5002-58020	EQUIPMENT			99,500.00	
STREETS	216-0000-890-9522	216-21600-0001-61200	TO 214/MAP L400321/L400474		30,000.00		UNBUDGETED CASH BALANCE
STREETS COOP	214-0000-890-9242	214-30400-0001-61100	FROM 216/MAPL400321/L400474		(30,000.00)		
STREETS	216-0000-100-1101	216-21600-0001-10101	CASH - STREET IMPROVEMENT (PW)		309,700.00		UNBUDGETED CASH BALANCE
STREETS COOP	214-0000-890-9915	214-30400-0001-61100	FROM 216 - STREET SURVEYS		(309,700.00)		
GENERAL FUND	101-0000-100-1101	101-11000-0001-10101	CASH - GENERAL FUND	48,560.00			UNBUDGETED CASH BALANCE
LIBRARY	101-5200-750-6441	101-11000-4004-51020	TOTAL FULL TIME EMPLOYEES			48,560.00	
GENERAL FUND	101-0000-100-1101	101-11000-0001-10101	CASH - GENERAL FUND	10,000.00			UNBUDGETED CASH BALANCE
4th of July	288-0000-750-7305	288-29900-2002-55030	OTHER PROFESSIONAL SERVICES			10,000.00	
			TOTAL	265,070.00	-	265,070.00	

Agreement / Contract
No. 3690-2020
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17th day of December, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Las Vegas**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para.352, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2696 $48,000 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Paragraph 352, Forty Eight Thousand Dollars ($48,000) to plan, design, construct and renovate the West Side farmers' market building in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed Forty Eight Thousand Dollars (**$48,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Forty Eight Thousand Dollars (**$48,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	William Taylor
Title	City Manager
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	williamtaylor@lasvegasnm.gov
Telephone	505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	Jesus Baquera
Title	Finance Director
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	jbaquera@lasvegasnm.gov
Telephone	505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Donna Stewart
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	DonnaJ.Stewart@state.nm.us
Telephone	505-690-3690

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: William Taylor
(Type or Print Name)

Its: City Manager
(Type or Print Title)

William Taylor
Signature of Official with Authority to Bind Grantee

12-15-2020
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Brenda J. Scrapper-Dilla On behalf of Donnie Quintana
Signature

12/17/2020
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and are valid expenditures or actual receipts, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____

Grantee Representative

_____

Printed Name

_____

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____

Division Fiscal Officer Date

_____

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Agreement / Contract
No. 3691-2020
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17th day of December, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Las Vegas**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para.351, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2695 $18,000 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Paragraph 351, Eighteen Thousand Dollars ($18,000) to plan, design and construct electrical upgrades at Plaza park in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed Eighteen Thousand Dollars (**$18,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Eighteen Thousand Dollars (**$18,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	William Taylor
Title	City Manager
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	williamtaylor@lasvegasnm.gov
Telephone	505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	Jesus Baquera
Title	Finance Director
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	jbaquera@lasvegasnm.gov
Telephone	505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Donna Stewart
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	DonnaJ.Stewart@state.nm.us
Telephone	505-690-3690

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: William Taylor
(Type or Print Name)

Its: City Manager
(Type or Print Title)

William Taylor
Signature of Official with Authority to Bind Grantee

12-15-2020
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Brenda L. Suazo-Dilas On behalf of Donnie Quintana
Signature

12/17/2020
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite. If applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Agreement / Contract
No. 3692-2020
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17th day of December, 20 20, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Las Vegas**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para.349, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2693 $28,000 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Paragraph 349, Twenty Eight Thousand Dollars ($28,000) to plan, design, construct and equip outside lighting and security systems for Hanna park and the city hall in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed Twenty Eight Thousand Dollars (**$28,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Twenty Eight Thousand Dollars (**$28,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	William Taylor
Title	City Manager
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	williamtaylor@lasvegasnm.gov
Telephone	505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	Jesus Baquera
Title	Finance Director
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	jbaquera@lasvegasnm.gov
Telephone	505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Donna Stewart
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	DonnaJ.Stewart@state.nm.us
Telephone	505-690-3690

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: William Taylor
(Type or Print Name)

Its: City Manager
(Type or Print Title)

William Taylor
Signature of Official with Authority to Bind Grantee

12-15-2020
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Brenda J. Scrogo-Dilla On behalf of Donnie Quintana
Signature

12/17/2020
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Agreement / Contract
No. 3694-2020
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17th day of December 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Las Vegas**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para.346, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2690 $10,000 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Paragraph 346, Ten Thousand Dollars ($10,000) to plan, design, purchase and equip information technology and infrastructure improvements for the Carnegie library in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed Ten Thousand Dollars (**$10,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Ten Thousand Dollars (**$10,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including

terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	William Taylor
Title	City Manager
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	williamtaylor@lasvegasnm.gov
Telephone	505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Las Vegas
Name	Jesus Baquera
Title	Finance Director
Address	1700 N. Grand Ave, Las Vegas, NM 87701
Email	jbaquera@lasvegasnm.gov
Telephone	505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Donna Stewart
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	DonnaJ.Stewart@state.nm.us
Telephone	505-690-3690

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: William Taylor
(Type or Print Name)

Its: City Manager
(Type or Print Title)

William Taylor
Signature of Official with Authority to Bind Grantee

12-15-2020
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Brenda L. Scrapo-Dila On behalf of Donnie Quintana
Signature

12/17/2020
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite if applicable)

_____

City, State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec 14 of the New Mexico Constitution known as the "anti donation" clause

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Approval Form

Date Submitted: 12/15/20

Department Submitting: Community Dev Submitter: Elías Trujillo

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Grant Agreements Deadline: n/A

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step1 is approved or have them delivered for you to the next approving step)*:

_____

Comments: Please review and Sign Agreements (5 Grants)

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval)*: _____

☐ *Changes*: _____ Date: _____

☒ n/A _____ _____

Scott Aaron, City Attorney Review Date

Approved /Disapproved: *(Reason for Disapproval)*: _____

☒ n/A _____ _____

Finance Director Date

Approved/**Disapproved:** *(Reason for Disapproval)*: _____

☑ William Taylor _____ _____

William Taylor, City Manager Date 12-15-2020

☐ Picked Up By (*after CA review*): _____ Date: _____

☐ Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

Agreement / Contract
No. 3707-21
City of Las Vegas
Date

Michelle Lujan Grisham
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS
GRANT AGREEMENT - #35-18-161419.10017

Parking Study – Historic Las Vegas Plaza

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO, (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://www.nps.gov/preservation-grants/HPF_Manual.pdf

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: http://nmhistoricpreservation.org/assets/files/grants-loans-tax/GrantsManual.pdf

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK.** In consideration of this award, CONTRACTOR will:

   a. Complete the following grant-funded activities in the City of Las Vegas:
      a. Parking study at the Historic Plaza in Las Vegas.
   b. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

1. CLG Coordination. Coordination of the Certified Local Government Program shall include.
   a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program. The staff person/consultant shall serve as the CLG Coordinator for the Town/Village/City/County.

      1. The CLG Coordinator shall be an employee or consultant hired by the Town/Village/City/County (part- or full-time) to provide support to the historic preservation commission and the Town/Village/City/County in their historic preservation program. Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here: http://www.cr.nps.gov/local-law/gis/html/quals.html). The Town/Village/City/County must provide a resume of the staff person/consultant to HPD for its review and approval.

   b. Commission Meeting Agendas / Minutes.
      CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

   c. National Register Nominations.
      The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

   d. Ordinance, Rules, Regulation Changes.
      CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

   e. Permits for Demolition.
      CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County.

   f. Annual Reporting & NPS Annual Reporting Forms
      CLG Coordinator shall provide an Annual Report of the activities of the Commission. The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training. The National Park Service, HPD's fiduciary support, requires similar information. The CLG Coordinator shall provide the required NPS reporting information on the required forms. CLG annual reporting forms may be found online, https://www.nps.gov/clg/forms.html

      For more information, please contact:

      Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
      407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
      505/827.6338 fax / karla.mcwilliams@state.nm.us

2. **DELIVERABLES.** CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables.

a. Parking Study of the Historic Las Vegas Plaza area. Parking study will:
   1. evaluate current city codes and requirements in the historic Plaza area;
   2. identify existing inventory, utilization of parking conditions in the old town area;
   3. identify opportunity sites for increased parking, while maintaining historic streetscape;
   4. incorporate parking and traffic flow signage and coordinate with citywide wayfinding project
   5. coordinate with current NM DOT project to repave Plaza Park roads and Bridge Street

b. Grant Required Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match; Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

c. CLG Requirements. These include all items listed in 1.a.1. CLG Coordination, above.

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

a. HPD and CONTRACTOR estimate the total cost for completing these projects is **ten thousand dollars and no cents ($10,000.00)..** HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **ten thousand dollars and no cents ($10,000.00)..**, a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The City of Las Vegas has not committed a match to this project.

b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **ten thousand dollars and no cents ($10,000.00).**

c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **ten thousand dollars and no cents ($10,000.00).**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. Invoices received after October 15, 2021 will NOT BE PAID.

e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual).*

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by September 30, 2021, and deliver all billings to HPD by October 15, 2021.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT is September 30, 2021.

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

__X__ Government
_____ Institution of Higher Education
_____ Non-Profit Organization
_____ For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4222
Email: jeff.pappas@state.nm.us

For CONTRACTOR:
William Taylor, City Manager
City of Las Vegas
Community Development Director
1700 Grand Avenue
Las Vegas, NM 87701
Tel (505) 454-1401 x1001
Email: williamtaylor@lasvegasnm.gov

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer
Karla K. McWilliams, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
Email: karla.mcwilliams@state.nm.us

Technical Reviewer
Lynette Pollari, Architect
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 476-0548
Email: lynette.pollari@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above).

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*).

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*).

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual*. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual.*

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f)_ NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTINGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT remain the property of the CONTRACTOR and its designees and become the property of the State of New Mexico, Historic Preservation Division (HPD). Materials will be delivered to HPD no later than the termination date of this CONTRACT.

CONTRACTOR, and its designees, agree that any publications, film, drawings, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual*.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).

b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT.** This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS.** Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual.*

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty five thousand ($25,000), CONTRACTOR must provide:

   1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

   2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

   1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

   2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

   3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

49. **MERGER.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **LIABILITY.** The Parties shall not be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred by HPD or CONTRACTOR in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. HPD and CONTRACTOR and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation, or alleged violation, of requirements applicable to performance of this Agreement.

54. **NEW MEXICO EMPLOYEES HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

57. **ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By: _____

Jeff Pappas
State Historic Preservation Officer
New Mexico Historic Preservation Division

January 27, 2021
Date

By: William Taylor

William Taylor
City Manager
City of Las Vegas

January 26, 2021
Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1956, DI-1956 and DI-1960)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ✓ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an ongoing drug-free awareness program to inform employees about–
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1996
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK__IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

William Taylor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

William Taylor, City Manager, City of Las Vegas

TYPED NAME AND TITLE

January 26, 2021

DATE

DI-2010
June 1996
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
William Taylor	William Taylor City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Las Vegas	January 26, 2021

Standard Form 424B (Rev. 7-97) Back

APPENDIX B: BUDGET
CITY OF LAS VEGAS

APPENDIX B: PROJECT BUDGET

City of Las Vegas, Parking Study

	Unit	*Rate*		TOTAL	*(state)* HPD	*(city)* MATCH
PROJECT COORDINATOR						
Bill Hendrickson	10	$40.00		$400.00	$0.00	$400.00
			Subtotal	$400.00	$0.00	$400.00
PRINCIPAL SALARIES						
Planning Consultant	1	$10,000.00		$10,000.00	$10,000.00	$0.00
			Subtotal	$10,000.00	$10,000.00	$0.00

	PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$10,400.00**	**$10,000.00**	**$400.00**

APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES
CITY OF LAS VEGAS

PARKING STUDY
Historic Las Vegas Plaza & Old Town

SCHEDULE OF MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before March 1, 2021	CONTRACTOR will: 1) Enter into a contract with the State of New Mexico	CONTRACTOR will submit: 1) Fully executed contract
On or before March 30, 2021	CONTRACTOR will: 1) Enter into contract with consultant(s).	CONTRACTOR will submit: 1) Fully executed contract(s)
On or before April 30, 2021	CONTRACTOR will: 1) Work with planning consultant on draft outline of parking study in Old Town/Las Vegas plaza.	CONTRACTOR will submit: 1) Progress Report #1 2) Outline of study 3) Invoice #1 for up to 1/3 of grant amount.
On or before June 1, 2021	CONTRACTOR will: 1. evaluate current city codes and requirements in the historic Plaza area; 2. identify existing inventory, utilization of parking conditions in the old town area; 3. identify opportunity sites for increased parking, while maintaining historic streetscape; 4. incorporate parking and traffic flow signage and coordinate with citywide wayfinding project 5. coordinate with current NM DOT project to repave Plaza Park roads and Bridge Street	CONTRACTOR will submit: 1) Progress Report #2. 2) Draft parking study findings.
On or before August 1, 2021	CONTRACTOR will: 1) Complete draft of Parking Study	CONTRACTOR will submit: 1) Draft of Parking Study
On or before September 30, 2021	CONTRACTOR will: 1) Complete Parking Study and take into account recommendations from HPD	CONTRACTOR will submit: 1) Final Parking Study 2) Final grant documents and final invoice (remaining grant amount).

Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

APPENDIX E: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE.

State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch Via Print

Department of Cultural Affairs
407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Purchase Order	Date	Revision
50500-0000042750	02-01-2021	
Payment Terms	**Freight Terms**	**Ship Via**
Pay Now	FOB Destination	Best Way
Buyer	**Phone**	**Currency**
DONNA M. ORTIZ		USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 7000000000
407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Bill To: 407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Origin: EXE **Excl\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Federal Grant #35-18-161419.10017 CFDA Number 15.904 Federal Grant Awarded to Certified Local Government (CLG) Parking Study Las Vegas Plaza. FY21 Amt $3,333.00; FY22 Amt $6,667.00; TOTAL GRANT AMOUNT $10.0K - TERM September 30, 2021. 50500-19302-7001000000-547400- -701150- - -121-E0000	1.00	EA	$3,333.00	$3,333.00	02/01/2021

Schedule Total	$3,333.00
Item Total	$3,333.00
Total PO Amount	$3,333.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
   A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARARANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
    A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
    B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
    C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Agreement / Contract
No. 3708-21
City of Las Vegas
Date

Michelle Lujan Grisham
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS
GRANT AGREEMENT - #35-18-161419.10016

Buildings Study – 135 Bridge Street & 241-245 Plaza, Las Vegas

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO, (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://www.nps.gov/preservation-grants/HPF_Manual.pdf

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: http://nmhistoricpreservation.org/assets/files/grants-loans-tax/GrantsManual.pdf

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK.** In consideration of this award, CONTRACTOR will:

   a. Complete the following grant-funded activities in the City of Las Vegas:
      1. 135 Bridge Street, Las Vegas
         a. Complete a structural assessment of the building.
      2. 241-245 Plaza, Las Vegas
         a. Complete a structural assessment of the building.
   b. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

1. CLG Coordination. Coordination of the Certified Local Government Program shall include.
   a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program. The staff person/consultant shall serve as the CLG Coordinator for the Town/Village/City/County.

      1. The CLG Coordinator shall be an employee or consultant hired by the Town/Village/City/County (part- or full-time) to provide support to the historic preservation commission and the Town/Village/City/County in their historic preservation program. Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here: http://www.cr.nps.gov/local-law/gis/html/quals.html). The Town/Village/City/County must provide a resume of the staff person/consultant to HPD for its review and approval.

   b. Commission Meeting Agendas / Minutes.
   CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

   c. National Register Nominations.
   The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

   d. Ordinance, Rules, Regulation Changes.
   CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

   e. Permits for Demolition.
   CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County.

   f. Annual Reporting & NPS Annual Reporting Forms
   CLG Coordinator shall provide an Annual Report of the activities of the Commission. The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training. The National Park Service, HPD's fiduciary support, requires similar information. The CLG Coordinator shall provide the required NPS reporting information on the required forms. CLG annual reporting forms may be found online, https://www.nps.gov/clg/forms.html

   For more information, please contact:

   Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
   407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
   505/827.6338 fax / karla.mcwilliams@state.nm.us

2. **DELIVERABLES.** CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables.

a. Structural Assessment of both buildings. Drawings must be stamped by a structural engineer.
b. Grant Required Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match; Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html
c. CLG Requirements. These include all items listed in 1.a.1. CLG Coordination, above.

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

a. HPD and CONTRACTOR estimate the total cost for completing these projects is **ten thousand dollars and no cents ($10,000.00).**. HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **ten thousand dollars and no cents ($10,000.00).**., a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The City of Las Vegas has not committed a match to this project.

b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **ten thousand dollars and no cents ($10,000.00).**

c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **ten thousand dollars and no cents ($10,000.00).**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. Invoices received after October 15, 2021 will NOT BE PAID.

e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual).*

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by September 30, 2021, and deliver all billings to HPD by October 15, 2021.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT is September 30, 2021.

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

__X__ Government
_____ Institution of Higher Education
_____ Non-Profit Organization
_____ For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4222
Email: jeff.pappas@state.nm.us

For CONTRACTOR:
William Taylor, City Manager
City of Las Vegas
Community Development Director
1700 Grand Avenue
Las Vegas, NM 87701
Tel (505) 454-1401 x1001
Email: williamtaylor@lasvegasnm.gov

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer
Karla K. McWilliams, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
Email: karla.mcwilliams@state.nm.us

Technical Reviewer
Lynette Pollari, Architect
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 476-0548
Email: lynette.pollari@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above).

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*).

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*).

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual*. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*.

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f) NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTINGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT remain the property of the CONTRACTOR and its designees and become the property of the State of New Mexico, Historic Preservation Division (HPD). Materials will be delivered to HPD no later than the termination date of this CONTRACT.

CONTRACTOR, and its designees, agree that any publications, film, drawings, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual*.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).

b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT.** This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS.** Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual*.

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty five thousand ($25,000), CONTRACTOR must provide:

   1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

   2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

   1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

   2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

   3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

49. **MERGER.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **LIABILITY.** The Parties shall not be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred by HPD or CONTRACTOR in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. HPD and CONTRACTOR and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation, or alleged violation, of requirements applicable to performance of this Agreement.

54. **NEW MEXICO EMPLOYEES HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

57. **ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By: _____

Jeff Pappas
State Historic Preservation Officer
New Mexico Historic Preservation Division

January 27, 2021
Date

By: _____

William Taylor
City Manager
City of Las Vegas

January 26, 2021
Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1956, DI-1958 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ✓ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1996
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

William Taylor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

William Taylor, City Manager, City of Las Vegas

TYPED NAME AND TITLE

January 26, 2021

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
William Taylor	William Taylor City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Las Vegas	January 26, 2021

Standard Form 424B (Rev. 7-97) Back

APPENDIX B: BUDGET
CITY OF LAS VEGAS

APPENDIX B: PROJECT BUDGET (revised)

City of Las Vegas, Buildings Structural Assessment Project

	Unit	*Rate*		TOTAL	*(state)* HPD	*(city)* MATCH
PROJECT COORDINATOR						
Bill Hendrickson	10	$40.00		$400.00	$0.00	$400.00
			Subtotal	$400.00	$0.00	$400.00
PRINCIPAL SALARIES						
Structural Engineer	1	$10,000.00		$10,000.00	$10,000.00	$0.00
			Subtotal	$10,000.00	$10,000.00	$0.00

	PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$10,400.00**	**$10,000.00**	**$400.00**

APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES
CITY OF LAS VEGAS

BUILDINGS STUDY
135 Bridge Street & 241-245 Plaza, Las Vegas

SCHEDULE OF MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before March 1, 2021	CONTRACTOR will: 1) Enter into a contract with the State of New Mexico	CONTRACTOR will submit: 1) Fully executed contract
On or before March 30, 2021	CONTRACTOR will: 1) Enter into contract with consultant(s).	CONTRACTOR will submit: 1) Fully executed contract(s)
On or before April 30, 2021	CONTRACTOR will: 1) Work with structural engineer on structural assessment of 135 Bridge Street and 241-245 Plaza Street	CONTRACTOR will submit: 1) Progress Report #1 2) Outline of structural assessment 3) Invoice #1 for up to 1/3 of grant amount.
On or before June 1, 2021	CONTRACTOR will: 1) Evaluate both building's structural conditions	CONTRACTOR will submit: 1) Progress Report #2. 2) Draft of structural assessment
On or before August 1, 2021	CONTRACTOR will: 1) Complete structural assessment of both buildings.	CONTRACTOR will submit: 1) Final draft of Structural assessment
On or before September 30, 2021	CONTRACTOR will: 1) Completed Structural assessment with treatment recommendations.	CONTRACTOR will submit: 1) Final structural assessment with treatment recommendations. 2) Final grant documents and final invoice for remaining amount of grant.

Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

APPENDIX E: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE.

State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch Via Print

Department of Cultural Affairs

407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Purchase Order	Date	Revision
50500-0000042750	02-01-2021	
Payment Terms	**Freight Terms**	**Ship Via**
Pay Now	FOB Destination	Best Way
Buyer	**Phone**	**Currency**
DONNA M. ORTIZ		USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 7000000000
407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Bill To: 407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Origin: EXE **Exc\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Federal Grant #35-18-161419.10017 CFDA Number 15.904 Federal Grant Awarded to Certified Local Government (CLG) Parking Study Las Vegas Plaza. FY21 Amt $3,333.00; FY22 Amt $6,667.00; TOTAL GRANT AMOUNT $10.0K - TERM September 30, 2021. 50500-19302-7001000000-547400- -701150- - -121-E0000	1.00	EA	$3,333.00	$3,333.00	02/01/2021

Schedule Total	$3,333.00
Item Total	$3,333.00
Total PO Amount	$3,333.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO SPD-101A (04/19)
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
   A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARARANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
    A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
    B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
    C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Agreement / Contract
No. 3714-21
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CONTRACTORS SUPPLY LLC

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Contractors Supply LLC, a New Mexico limited liability company ("Contractor'), of HC 33, Box 65, Las Vegas, New Mexico 87701, on this 22nd day of February, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF SERVICES:
Contractor shall obtain a structural engineer's report, and deliver the original report to the Community Development Director for the City, regarding all structures located at 135 Bridge Street, Las Vegas, New Mexico 87701, including without limitation the structure which faces Bridge Street and the two-story structure located on the back side of the property adjacent to Moreno Street. The report shall at a minimum contain an assessment of the structures and an opinion regarding the structural soundness of the structures, whether the structures should be demolished, what repairs are necessary to return the structures to soundness, whether the structures can be returned to structural soundness, and any other recommendations for repairs in the opinion of the engineer. The City's Community Development Director, City Manager, or other designated representative, shall be the contact persons for communications with the Contractor.

2. COMPENSATION: Contractor will be paid from grant monies up to $5,000.00, which shall include all taxes and other charges. Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.

3. TERM OF CONTRACT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate upon Contractor successfully completing the Scope of Services to the City's satisfaction, in City's sole discretion, which shall be no later than April 1, 2021. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations

or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. RESERVED.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. RESERVED.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must ensure that the Engineer at all times maintains Professional Liability Insurance.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Agreement caused in whole or in part by the acts, errors or omissions of Contractor or anyone working directly or indirectly for Contractor or at Contractor's discretion. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims. Contractor is not obligated to indemnify the City, its elected officials, agents and employees in any manner whatsoever for the negligence of the City, its elected officials, agents and employees.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor' s failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS
Approved By:

William Taylor, City Manager

CONTRACTOR:

Signature

Printed Name: CARLOS M LOPEZ

Position: OWNER

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

Scott Aaron, City Attorney

Approval Form

Date Submitted: 2/19/2021

Department Submitting: Community Dev Submitter: Bill Hendrickson

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Fram Bldg Engineering Analysis Deadline: 2/24/21

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step1 is approved or have them delivered for you to the next approving step)*:
Contract with Fram Contractor Carlos Lopez

Comments: Contractors Supply for Engineering Analysis
Signatures Required

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval)*: _____

☐ *Changes:* _____ Date: _____

1 Scott Aaron, City Attorney Review — Date: 2/19/2021

Approved /Disapproved: *(Reason for Disapproval)*: _____

2 Finance Director — Date

Approved /Disapproved: *(Reason for Disapproval)*: 2-22-21

3 William Taylor, City Manager — Date 2-22-21

☐ Picked Up By (*after CA review*): _____ Date: _____

☑ Hand Delivered By: Darlene Arguello Date: 2/19/21

(1) Received By: _____ Dept: Finance Date: 2/22/21

(2) Received By: _____ Dept: Executive Date: 2-22-21

(3) Final Pick Up By: _____ Dept: _____ Date: _____

Agreement / Contract
No. 3709-21
City of Las Vegas
Date

Michelle Lujan Grisham
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS
GRANT AGREEMENT - #35-18-161419.10018

Staff Support – City of Las Vegas / Citizens Committee on Historic Preservation

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO, (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://www.nps.gov/preservation-grants/HPF_Manual.pdf

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: http://nmhistoricpreservation.org/assets/files/grants-loans-tax/GrantsManual.pdf

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK.** In consideration of this award, CONTRACTOR will:

   a. Complete the following grant-funded activities in the City of Las Vegas:
      1. Support a part-time staff person to complete the following:
         a. Provide part-time staff services to the Las Vegas Citizens Committee on Historic Preservation Office.
         b. Assist CCHP in assessment of existing historic preservation program including evaluating existing informational programs such as walking tours, publications, exhibits, conferences, etc., provide recommendations on revisions or the development of potential new programs and liaise with the City of Las Vegas on its implementation of the historic preservation program.
         c. Assist CCHP Board of Directors in enhancement of mobile app by gathering architectural, cultural, photographic information and assist with input of information and presentation
         d. Assist in coordinating the City's plan to celebrate the 200th anniversary of the Santa Fe Trail

e. Coordinate the work of the structural engineer on the evaluation of two buildings in Las Vegas: 135 Bridge Street and 241-245 Plaza
f. Coordinate the work of the planning consultant on the parking study of old town/historic plaza
g. Assist the City in its review of locally-listed properties and recommend the nomination of buildings missing in existing City ordinance and local CH Overlay District

b. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.
   1. CLG Coordination. Coordination of the Certified Local Government Program shall include.
      a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program. The staff person/consultant shall serve as the CLG Coordinator for the Town/Village/City/County.

         1. The CLG Coordinator shall be an employee or consultant hired by the Town/Village/City/County (part- or full-time) to provide support to the historic preservation commission and the Town/Village/City/County in their historic preservation program. Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here: http://www.cr.nps.gov/local-law/gis/html/quals.html). The Town/Village/City/County must provide a resume of the staff person/consultant to HPD for its review and approval.

      b. Commission Meeting Agendas / Minutes.
      CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

      c. National Register Nominations.
      The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

      d. Ordinance, Rules, Regulation Changes.
      CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

      e. Permits for Demolition.
      CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County.

      f. Annual Reporting & NPS Annual Reporting Forms
      CLG Coordinator shall provide an Annual Report of the activities of the Commission. The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training. The National Park Service, HPD's fiduciary support, requires similar information. The CLG Coordinator shall provide the required NPS reporting information on the required forms. CLG annual reporting forms may be found online, https://www.nps.gov/clg/forms.html

For more information, please contact:

Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
505/827.6338 fax / karla.mcwilliams@state.nm.us

2. **DELIVERABLES.** CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables.

   a. The CONTRACTOR shall submit a report of Staff's activities, detailing:
      1. amount of time staffing CCHP office;
      2. evaluation/assessment reports on CCHP/City of Las Vegas' historic preservation program;
      3. recommendations from staff for improvements to historic preservation program;
      4. coordination of parking study and buildings' study;
      5. coordinating with City of Las Vegas.
   b. Grant Required Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match; Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html
   c. CLG Requirements. These include all items listed in 1.a.1. CLG Coordination, above.

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

   a. HPD and CONTRACTOR estimate the total cost for completing these projects is **seventeen thousand dollars and no cents ($17,000.00).** HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **seventeen thousand dollars and no cents ($17,000.00)** a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The City of Las Vegas has not committed a match to this project.

   b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **seventeen thousand dollars and no cents ($17,000.00).**

   c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **seventeen thousand dollars and no cents ($17,000.00).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

   d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. Invoices received after October 15, 2021 will NOT BE PAID.

   e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual).*

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by September 30, 2021, and deliver all billings to HPD by October 15, 2021.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT is September 30, 2021.

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

___X___Government
_____Institution of Higher Education
_____Non-Profit Organization
_____For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4222
Email: jeff.pappas@state.nm.us

For CONTRACTOR:
William Taylor, City Manager
City of Las Vegas
Community Development Director
1700 Grand Avenue
Las Vegas, NM 87701
Tel (505) 454-1401 x1001
Email: williamtaylor@lasvegasnm.gov

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer
Karla K. McWilliams, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
Email: karla.mcwilliams@state.nm.us

Technical Reviewer
Lynette Pollari, Architect
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 476-0548
Email: lynette.pollari@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above).

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*).

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*).

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual*. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual.*

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f)_ NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTINGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT remain the property of the CONTRACTOR and its designees and become the property of the State of New Mexico, Historic Preservation Division (HPD). Materials will be delivered to HPD no later than the termination date of this CONTRACT.

CONTRACTOR, and its designees, agree that any publications, film, drawings, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual*.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).

b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT**. This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS**. Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual.*

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty five thousand ($25,000), CONTRACTOR must provide:

   1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

   2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

   1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor–West Wing, Washington, DC 20227.

49. **MERGER.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **LIABILITY.** The Parties shall not be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred by HPD or CONTRACTOR in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. HPD and CONTRACTOR and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation, or alleged violation, of requirements applicable to performance of this Agreement.

54. **NEW MEXICO EMPLOYEES HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

57. **ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By: _____

Jeff Pappas
State Historic Preservation Officer
New Mexico Historic Preservation Division

January 27, 2021
Date

By: _____

William Taylor
City Manager
City of Las Vegas

January 26, 2021
Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18 The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc

DI-2010
June 1988
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1957)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ✓ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1957)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

William Taylor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

William Taylor, City Manager, City of Las Vegas

TYPED NAME AND TITLE

January 26, 2021

DATE

DI-2010
June 1996
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

OMB Approval No 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
William Taylor	William Taylor City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Las Vegas	Jan 26, 2021

Standard Form 424B (Rev. 7-97) Back

APPENDIX B: BUDGET
CITY OF LAS VEGAS

	Unit	*Rate*		TOTAL	*(state)* HPD	*(city)* MATCH
PROJECT COORDINATOR						
Bill Hendrickson	10	$40.00		$400.00	$0.00	$400.00
			Subtotal	$400.00	$0.00	$400.00
PRINCIPAL SALARIES						
LV / CCHP Staff	1	$15,000.00		$17,000.00	$17,000.00	$0.00
			Subtotal	$17,000.00	$17,000.00	$0.00

	PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$17,400.00**	**$17,000.00**	**$400.00**

APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES
CITY OF LAS VEGAS

STAFF SUPPORT
City of Las Vegas / Citizen's Committee on Historic Preservation

SCHEDULE OF MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before March 1, 2021	CONTRACTOR will: 1) Enter into a contract with the State of New Mexico	CONTRACTOR will submit: 1) Fully executed contract
On or before March 30, 2021	CONTRACTOR will: 1) Enter into contract with consultant(s).	CONTRACTOR will submit: 1) Fully executed contract(s)
On or before April 30, 2021	CONTRACTOR will: 1) Work with City and Citizen's Committee for Historic Preservation to clarify Staffperson's duties in a Work Plan..	CONTRACTOR will submit: 1) Progress Report #1 2) Work Plan 3) Invoice #1 for up to 1/3 of grant amount.
On or before June 1, 2021	CONTRACTOR will: 1) Provide staff support as outlined in Work Plan.	CONTRACTOR will submit: 1) Progress Report #2. 2) Draft parking study and recommendations.
On or before August 1, 2021	CONTRACTOR will: 1) Complete work as outlined in Work Plan.	CONTRACTOR will submit: 1) Progress Report #3 outlining completed work thus far and update on Work Plan.
On or before September 30, 2021	CONTRACTOR will: 1) Complete work according to Work Plan. Complete a Report outlining work completed.	CONTRACTOR will submit: 1) Final Report of work completed under Work Plan. 2) Final grant documents and final invoice (remaining grant amount).

Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

APPENDIX E: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE.

State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch Via Print

Department of Cultural Affairs

407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Purchase Order	Date	Revision
50500-0000042751	02-01-2021	
Payment Terms	**Freight Terms**	**Ship Via**
Pay Now	FOB Destination	Best Way
Buyer	**Phone**	**Currency**
DONNA M. ORTIZ		USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 7000000000
407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Bill To: Bataan Memorial Bldg
Room 264
Santa Fe NM 87501
United States

Origin: EXE **Excl\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Federal Grant #35-18-161419.10018 CFDA Number 15.904 Federal Grant Award to Certified Local Government (CLG) City of Las Vegas/Citizens Committee Historic Preservation STAFF SUPPORT FY21 $5,666.00 FY22 $11,334.00 TOTAL GRANT AMOUNT $17K TERM 09-30-2021 50500-19302-7001000000-547400- -701150- - -121-E0000	1.00	EA	$5,666.00	$5,666.00	02/01/2021

Schedule Total	$5,666.00
Item Total	$5,666.00
Total PO Amount	$5,666.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
   A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARARANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
    A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
    B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
    C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Transaction Packet Drill Down

Close Form | Print Screen | Help

GL Transaction: 101-5100-720-7405

Process	PO ENTIRES 01/15/2021
Packet	GLPKT31001 – PO ENTIRES 01/15/2021
Source Packet	POPKT05998 - PO ENTIRES 01/15/2021

General

Accounts

Post Date	Fund	Account	Name	Description	Amount
		101-5100-720-7405			
1/11/2021	101	101-5100-720-7405	MAINT OF STREET LIGHTS	Mobilization	3,523.00
1/11/2021	101	101-5100-720-7405	MAINT OF STREET LIGHTS	NMGRT @ 8.3958%	1,902.74
1/11/2021	101	101-5100-720-7405	MAINT OF STREET LIGHTS	Rental of bucket truck	940.00
1/11/2021	101	101-5100-720-7405	MAINT OF STREET LIGHTS	Skilled Labor	12,600.00
1/11/2021	101	101-5100-720-7405	MAINT OF STREET LIGHTS	Semi Skilled Labor	5,600.00
					24,565.74

CITY OF LAS VEGAS
1700 North Grand Avenue
Las Vegas, New Mexico 87701
Phone: (505) 454-1401 Fax: (505) 454-8027

PURCHASE ORDER

PO Number: 181703 **Date:** 01/23/2018

Request #: 251725 **Vendor #:** 06830

ISSUED TO: BIXBY ELECTRIC INC.
521 WHEELER AVE. SE
ALBUQUERQUE, NM 87102-

SHIP TO: CITY OF LAS VEGAS
Attn:PUBLIC WORKS
1700 N GRAND AVE
LAS VEGAS, NM 87701

Vendor Fax #:

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	200	Skilled Labor	63.00		101-5100-720-7405	12,600.00
2	1	Mobilization	3,523.00		101-5100-720-7405	3,523.00
3	20	Rental of Bucket Truck	47.00		101-5100-720-7405	940.00
4	200	Semi Skilled Labor	28.00		101-5100-720-7405	5,600.00
5	1	Tax @ 8.958%	2,030.15		101-5100-720-7405	2,030.15
		Insurance Claim #021199160-0101-104 street light on 7th & Mills				
		SPD 40-805-14-11606 exp 8/18/18				
		DEPARTMENT ORDER T Vega 4/24/18				

Approved By: _____ **Date:** 4/23/18

SUBTOTAL:	24,693.15
TAX:	0.00
SHIPPING:	0.00
TOTAL	24,693.15

1. Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 85-6000149

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: 251725

BID REQUIREMENTS — CHECK APPROPRIATE BOX — DATE: 01.19.2018

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

- ☐ $0 TO $19,999.99 — Best Obtainable Price; Requires 3 telephoned or written quotes;
- ☐ $20,000.00 TO $59,999.99 — Requires 3 written and signed quotes; (Goods or services)
- ☐ $60,000.00 AND OVER — Formal Process (Requires RFQ, RFP, RFB, etc.)

☐ BID NO.: _____ - _____ AWARDED: _____/_____/_____; CONTRACT NO.: _____.

(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

☑ SPD CONTRACT; SPD NO.: 40.805.14-116016 EXPIRES: _____/_____/_____.

☐ EXEMPT PURCHASE; Provide Section No. _____.

☐ GSA CONTRACT; GSA NO.: _____ - _____ EXPIRES: _____/_____/_____.

☐ PROFESSIONAL SERVICES; _____

☐ SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.

☐ EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE

STATEMENT OF NEED: *(Must Complete)*

Insurance Claim (#021199160-0101-104) for Property damage to Street Light on 7th St. & Mills Ave

IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
07.21.17	Bixby Electric	505-842-5384		24,693.15

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
	200	hr	Skilled Labor	63.00	12,600.00
	200	hr	semi skilled labor	28.00	5,600.00
	20	hr	Rental of Bucket Truck	47.00	940.00
	1	LS	Mobilization	3,523.00	3,523.00
	1		Tax @ 8.958%	2,030.15	2,030.15

VENDOR: Bixby Electric TOTAL: $ 24,693.15

ADDRESS: 521 Wheeler Ave. Abq NM 87102

NM CRS NO.: FEDERAL TAX NO.:

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET $ _____

EXPENDED TO DATE $ _____

CURRENT EXPENSE $ _____

BALANCE $ _____

_____
SIGNATURE OF PERSON REQUESTING

101.5100.720.7405
FUND DEPARTMENT ACTIVITY

APPROVED BY: Nena Vega 4/26/18 BUDGET AVAILABLE YES:_____ NO:_____

WHITE COPY: ACCOUNTS PAYABLE YELLOW COPY: PURCHASING PINK COPY: DEPARTMENT

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor **2 Vendors** **Telephone No. ____**

Price Agreement Number: **40-805-14-11606**

Price Agreement Amendment No.: **Three**

Term: **August 19, 2014 through August 18, 2018**

Ship To: **NM Department of Transportation** **Various locations as requested**
Invoice: **NM Department of Transportation** **Various locations as requested**
For questions regarding this Price Agreement please contact: **James Ortega (505) 827-5135**

Procurement Specialist: Susan Inman

Telephone No.: (505) 827-0294

Title: **Signalized Traffic Control Repair**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 19, 2017 to August 18, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mary Pen-Dalton for
New Mexico State Purchasing Agent

Date: 06/27/17

Awarded Vendors:

(AA) 0000049380
Bixby Electric, Inc.
521 Wheeler Ave SE
Albuquerque, NM 87102
(505) 842-5384

(AB) 0000067770
MWI Inc.
PO Box 30670
Albuquerque, NM 87190
(505) 508-0744

BIXBY ELECTRIC

PROPOSAL

DATE: July 21 2017

JOB: Replace Type II Mast arm and Signals; Las Vegas, NM

TO: NMDOT – Ernest Jaramillo; fax: (505) 454-8036

THE FOLLOWING IS OUR PROPOSAL TO: Remove and Salvage existing Type II Mast arm, Provide and Install New Type II Mast arm with Signals

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	PRICE AMOUNT
57	SKILLED LABOR	200	HR	$ 63.00	$ 12,600.00
58	SEMI SKILLED LABOR	200	HR	$ 28.00	$ 5,600.00
60	RENTAL OF BUCKET TRUCK	20	HR	$ 47.00	$ 940.00
*	MOBILIZATION	1	LS	$ 3,523.00	$ 3,523.00
	TAX @ 8.958 %				$ 2,030.15
	GRAND TOTAL				**$ 24,693.15**

Regards,

Bob Norton
bob@bixbyelectric.com
(505) 350-1098

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified

Signature_____ Date _____

Inclusion:

- Mobilize to site with personnel and equipment to perform work
- Remove Type II Mast arm
- Install New Type II Mast arm with Signals
- Traffic Control as needed (Lane Closure, Shoulder Work, Flagman, Four Way Stop)

Exclusions:

- Traffic Signal System Repairs (poles, heads, push buttons)
- Controller Cabinet Equipment repairs
- Repairs to Traffic Signal Cabling System
- Any charges for local Utility Provider
- Bond

Notes:

This proposal is based on PA 40-805-14-11606

Arrangements to perform additional work outside scope of work will be addressed on other work proposal.

521 Wheeler Ave SE
Albuquerque, NM 87102

www.bixbyelectric.com

Phone: 505-842-5384
Fax: 505-243-6817

07/21/2017 FRI 13:10 FAX 505 243 6817 BIXBY Electric, Inc. 002/002

CITY OF LAS VEGAS

MAYOR TONITA GURÚLE-GIRÓN

MEMORANDUM

TO: Darlene Martinez, Accountant

FROM: Darlene Arguello
Darlene Arguello, Personnel/Risk Management

DATE: October 2, 2017

RE: Check No. 191248457 – Geico General Insurance
Claim No. 021199160-0101-104 Loss Date: 10/25/16
Property Damage to Public Works Street Light – 7th & Mills Avenue

---

Attached, you will find Check No. 191248457 to the City of Las Vegas from Geico General Insurance Company in the amount of **$24,693.15** for the above referenced claim. This amount is correspondent to the attached estimate for damages from Bixby Electric. This pole is currently down and needs to be installed. Please deposit this into **Line Item No. 101-5100-720-7405 Maintenance of Street Lights** in the Public Works budget.

I will be requesting a copy of all repairs and back up documentation from Public Works to ensure that the pole has been installed.

Please feel free to contact me if you have any questions or concerns. Thank you.

Attachments: Check No. 191248457 from Geico General Insurance Co.
Cost Estimate from Bixby Electric
Geico Claims Letter
Police Report

xc: Richard Trujillo, City Manager
Veronica Gentry, Public Works Director
File

DAVID A. ULIBARRI JR.	VINCE HOWELL	BARBARA CASEY	DAVID L.ROMERO
Councilor, Ward 1	Councilor, Ward 2	Councilor, Ward 3	Councilor, Ward 4

1700 North Grand Avenue, Las Vegas, New Mexico, 87701 (505) 454-1401 Fax: 454-0596

New Mexico Self Insurers Fund
CLAIMS ACCOUNT
P. O. BOX 846
SANTA FE, NM 87504-0846

US Bank
Santa Fe, NM 87505

CHECK NUMBER 699456

95-231
1070

DATE
08/20/2020

AMOUNT
$ **********99,500.00

Pay Ninety Nine Thousand Five Hundred Dollars And 00/100

VOID AFTER ONE YEAR FROM DATE OF ISSU
TWO SIGNATURES REQUIRED

TO THE ORDER OF
City of Las Vegas # 0471
1700 N Grand Ave
Las Vegas, NM 87701-

⑈699456⑈ ⑆107002312⑆ 155934456312⑈

Company: NEW MEXICO SELF INSURER'S FUND
Payee: City of Las Vegas # 0471
IRS/SSN:
Examiner: JGRANT

Check Number: 699456
Check Total: 99,500.00
Check Date: 08/20/2020

Incident Date	Account Number From / Through	Claim Number Invoice #	Claimant Name	Description	Amount
01/31/2020	155934456312 08/20/2020 08/20/2020	2020026939	City of Las Vegas # 0471	Collision - APD	99,500.00

216-0000-450-5504

2015 Elgin Pelican Sweeper

City of Las Vegas - Estimates for Preliminary Engineering

Street	From - To	Approx Length (ft)	Topograhic Survey	Drainage Technical Memo	Geotech Investigation	Scoping Study/ Conceptual Plan	Prel Design	Final Design	Total
Legion Avenue	7th to Grand	6100	$ 22,000	$ 12,000	$ 9,000	$ 15,000	$ -	$ -	$ 58,000
El Creston Circle	Incl Circle & Cul-de-Sacs	3500	$ 17,000	$ 12,000	$ 6,000	$ 15,000	$ -	$ -	$ 50,000
University	Grand to 8th	1400	$ 10,000	$ 12,000	$ 5,000	$ 10,000	$ -	$ -	$ 37,000
S Pacific	Grand to Moreno	5500	$ 25,000	$ 15,000	$ 9,000	$ 20,000	$ -	$ -	$ 69,000
Dolores/Silva/McRae	Alamo to Alamo	1400	$ 5,000	$ -	$ -	$ -	$ 10,000	$ 6,000	$ 21,000
Hot Springs Valencia	Bernalillo to Valencia Hot Springs to Gonzales	1200	$ 8,000	$ 4,000	$ 2,000	$ 5,000	$ -	$ -	$ 19,000
Hot Springs	Bernalillo to Mill	2050	$ -	$ -	$ -	$ -	$ -	$ 55,700	
									~~$ 55,700~~
		21150	$ 87,000	$ 55,000	$ 31,000	$ 65,000	$ 10,000	$ 61,700	$ 309,700

Approved 3-23-21

Resolution 21-10			
Cash	Library Adj	$ 48,560.00	$ 48,560.00
Cash	Trfr to Cover W. National	$ 30,000.00	$ 30,000.00
Cash	Fireworks	$ 10,000.00	$ 10,000.00
Cash	Roads/Architects / Survey	$ 309,000.00	$ 309,000.00
Grant	Farmers Market	$ 48,000.00	$ -
Grant	Plaza upgrades	$ 18,000.00	$ -
Grant	Hanna Park/City Hall	$ 28,000.00	$ -
Grant	Carnegie Library	$ 10,000.00	$ -
Grant	Plaza Parking	$ 10,000.00	$ -
Grant	Building Study	$ 10,000.00	$ -
Grant	Staff Support	$ 17,000.00	$ -
Reimb.	Sweeper	$ 99,500.00	$ -
	Total	$ 638,060.00	$ 397,560.00

Camera
Council Chambers

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 4/07/21

Date Submitted: 03/26/2021 **Department:** Public Works/Utilities

Item/Topic: Request approval to award Hay's Plumbing and Heating the continuation of West National Avenue and Mountain View Drive road projects. The City did receive funding through the New Mexico Department of Transportation (NMDOT) for Municipal Arterial Program (MAP) and Cooperative Agreement (COOP) Grants in the amounts of;

MAP Grant amount:	States portion	$311,250.00 (75%)
	City's match	$103,750.00 (25%)
	Total amount being:	**$415,000.00**
COOP Grant amount:	State portion	$88,340.00 (75%)
	City's match waived	$29,447.00 (25%)
	Total amount being:	**$117,787.00**

Fiscal Impact: providing City's matching funds in the amount of $103,750.00 and an additional $8,597.08 for West National Avenue above the funding amount. Anticipating the cost of oil going up in which will affect the cost of asphalt prices.

Attachments: Awarded NMDOT Grants, Cost & Quantities

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

3-Mar-21				Hay's Plumbing and Heating Inc./Desert Fox		
Item No.	**NMDOT Spec. No.**	**Description**	**Unit**	**Qty**	**Unit Price**	**Amount**
Bid Lot 2 COOP (L400500)						
3	207000	12-inch Subgrade Prep	SY	750	$9.00	$6,750.00
4	303010	Provide and Install Base Course including compaction- 6-inch	SY	750	$24.00	$18,000.00
5	407000	Tack Coat Material	TON	1	$2,500.00	$2,500.00
6	408100	Prime Coat Material	TON	2	$2,500.00	$5,000.00
7	415000	Pavement Surface Restoration Including Pulverization	SY	750	$7.50	$5,625.00
8	423282	HMA SP-IV 4 inch, two 2-inch lifts	SY	750	$52.00	$39,000.00
9	570000	Provide and Install 6"x18" Concrete Curb and Gutter upon direction from engineer	LF	740	$28.00	$20,720.00
11	618000	Traffic Control Management	LS	1	$1,500.00	$1,500.00
13	621000	Demobilization, Closeout	LS	1	$5,000.00	$5,000.00
14		Laboratory Testing	ALLOW	1	$2,500.00	$2,500.00
15		Pre-Authorized Construction Changes and Staking	ALLOW	1	$10,000.00	$10,000.00
				Subtotal		**$116,595.00**
				Gross Receipts Tax @ 8.3958%		**$9,789.08**
				TOTAL		**$126,384.08**

Mountain View Drive Improvements Longview Drive to West end of Villa Las Vegas Apartments
City of Las Vegas

3-Mar-21

Item No.	NMDOT Spec. No.	Description	Unit	Hay's Plumbing and Heating Inc./Desert Fox Qty	Unit Price	Amount
Bid Lot 1 MAP (L400525) Mountain View Drive						
1	206000	Remove and Dispose of Existing Subgrade	CY	30	$22.50	$675.00
2	207000	12 inch Subgrade prep	SY	175	$9.00	$1,575.00
3	407000	Tack Coat Material	TON	6	$2,500.00	$15,000.00
4	408100	Prime Coat Material	TON	6	$2,500.00	$15,000.00
5	414130	Cold Milling up to 3 inches	SY	5025	$7.95	$39,948.75
6	423282	HMA SP-IV 2-1.5 inch lifts for a thickness of 3 inches	TON	845	$220.00	$185,900.00
7	570000	Provide and Install 6"x24" Concrete Curb and Gutter upon direction from engineer	LF	100	$28.00	$2,800.00
8		Remove and Dispose of Existing Curb and Gutter upon direction from engineer	LF	100	$5.30	$530.00
9	601000	Removal of Structures and Obstructions (remove and dispose of sign and base posts)	LS	1	$500.00	$500.00
10	603281	SWPPP Prep and Maintenance	LS	1	$1,700.00	$1,700.00
11	617000	Video Taping	LS	1	$400.00	$400.00
12	618000	Traffic Control Management	LS	1	$4,000.00	$4,000.00
13	621000	Mobilization Insurance and Bonds	LS	1	$18,000.00	$18,000.00
14	621000	Demobilization and Closeout	LS	1	$5,000.00	$5,000.00
15	662400	Manhole Adjustment, Complete	EA	4	$300.00	$1,200.00
16	663855	Adjust Valve Box to Grade	EA	6	$150.00	$900.00
17	701000	Panel Signs	SF	80	$32.00	$2,560.00
18	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	$19.00	$1,900.00
19	704000	Retroreflectorized Markings 4" white	LF	2700	$2.95	$7,965.00
20	704000	Retroreflectorized Markings 4" Yellow	LF	2700	$2.95	$7,965.00
21	704763	Retroreflectorized Pavement Marking 24" Wide	LF	285	$12.50	$3,562.50
22	801000	Construction Staking by the Contractor	LS	1	$18,000.00	$18,000.00
23		Laboratory Testing	ALLOW	1	$5,000.00	$5,000.00
24		Pre-Authorized Construction Changes	ALLOW	1	$10,000.00	$10,000.00
					Subtotal	**$350,081.25**
					Gross Receipts Tax @ 8.3958%	**$29,392.12**
					TOTAL	**$379,473.37**

Contract No. D18524
Vendor No. 54343
Control No. L400500

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets,** as described in Control No. **L400500** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.
a. The estimated total cost for the Project is **One Hundred Seventeen Thousand, Seven Hundred Eight Seven Dollars ($117,787.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **$88,340.00**

   Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets

2. The Public Entity's required proportional matching Share shall be 25% **$29,447.00**
   For purpose stated above

3. Total Project Cost **$117,787.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Seventeen Thousand, Seven Hundred Eight Seven Dollars ($117,787.00).**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a Notice of Award and Notice to Proceed; and,
b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
    1. Utility Certification,
    2. Drainage and storm drain design,
    3. Geotechnical design,
    4. Pavement design,
    5. Environmental and archaeological clearances Certification,
    6. Right of-way acquisition Certification,
    7. Hazardous substance/waste site(s) contamination,
    8. Railroad Certification,
    9. Intelligent Transportation System (ITS) Certification
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.

i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.
l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the

performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and

State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Aug 4, 2020 07:38 MDT) Date: Aug 4, 2020
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ Date: Aug 4, 2020
Assistant General Counsel

City of Las Vegas

By: Date: 7/15/2020

Title: Mayor

Attest:
City Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
And completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____. (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-35

A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR WEST NATIONAL AVENUE

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a grant for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects to receive the Grant in a total amount of $88,340.00; and

WHEREAS, the City would have to contribute 25% ($29,447.00) in order to receive the Grant of $88,340.00 (75%) for a total amount of $117.787.00 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on West National Avenue for the safety and well being of the residents of Las Vegas, New Mexico; and

WHEREAS, the Grant will be used for road improvements on West National Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on West National Avenue.

APPROVED AND ADOPTED this 15th day of July, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

Scott Aaron, City Attorney

COOP W. National Avenue Cost Estimate

City of Las Vegas

25-Jun-20					W. National	
Item No.		Description	Unit	Qty	Unit Price	Amount
Professional Services						
1		Engineering Services	LS	1	$7,500.00	$7,500.00
				Subtotal		$7,500.00
				Gross Receipts Tax @ 8.3125%		$623.44
				TOTAL		$8,123.44

Construction Services West of Montezuma Avenue						
1	206000	Remove and Dispose of Existing Subgrade	CY	50	$15.00	$750.00
2	207000	12-inch Subgrade Prep	SY	700	$6.00	$4,200.00
3	208000	Linear Grading	MILE	0.1	$25,000.00	$2,500.00
4	303010	Provide and Install Base Course including compaction 6-inch	SY	300	$6.50	$1,950.00
5	407000	Tack Coat Material	TON	2	$2,000.00	$4,000.00
6	408100	Prime Coat Material	TON	2	$2,000.00	$4,000.00
7	415000	Pavement Surface Restoration Including Pulverization	SY	650	$8.00	$5,200.00
9	423282	HMA SP-IV 1.5 inch	SY	650	$16.00	$10,400.00
10	423282	HMA SP-III 2.5 inch	SY	650	$19.00	$12,350.00
11	570000	Provide and Install 6"x18" Concrete Curb and Gutter upon direction from engineer	LF	200	$40.00	$8,000.00
12		Provide and install 24" Culvert Pipe	LF	40	$75.00	$3,000.00
13	601000	Removal of Structures and Obstructions	LS	1	$5,000.00	$5,000.00
14	602000	Provide and Install Rip Rap Class A	CY	30	$100.00	$3,000.00
15		Provide and Install Filter Fabric beneath Rip Rap	SY	60	$7.00	$420.00
16	603281	SWPPP Prep and Maintenance	LS	1	$3,500.00	$3,500.00
17	617000	Video Taping	LS	1	$1,000.00	$1,000.00
18	618000	Traffic Control Management	LS	1	$7,500.00	$7,500.00
19	621000	Mobilization Insurance and Bonds	LS	1	$6,500.00	$6,500.00
20	621000	Demobilization, Closeout	LS	1	$2,000.00	$2,000.00
21	663855	Adjust Valve Box to Grade	EA	3	$900.00	$2,700.00
22	701000	Panel Signs	SF	20	$70.00	$1,400.00
23	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	10	$50.00	$500.00
24	801000	Construction Staking by the Contractor	LS	1	$4,000.00	$4,000.00
2500		Laboratory Testing	ALLOW	1	$2,500.00	$2,500.00
27		Pre-Authorized Construction Changes	ALLOW	1	$5,000.00	$5,000.00
				Subtotal		$101,370.00
				Gross Receipts Tax @ 8.3958%		$8,510.82
				TOTAL		$109,880.82

TOTAL AMOUNT PROFESSIONAL AND CONSTRUCTION SERVICES (Inclusive of New Mexico Gross Receipts Tax)	$118,100.00

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

November 20, 2020

Daniel Gurule, Manger
CITY OF LAS VEGAS
1700 N Grand Ave
Las Vegas, New Mexico 87701

Project No: L400500

Dear Manger Gurule:

We are pleased to inform you that your request for Match Waiver funds, for Project L400500 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	$117,787.00
Department Share:	$88,340.00
Matching Funding Waived	$29,447.00
Entity Match	$ .00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. D18626
Vendor No. 0000054343
Control No. L400525

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L400525 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Four Hundred Fifteen Thousand Dollars and No Cents **($415,000)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% $311,250

   Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. The Public Entity's required proportional matching Share shall be 25% For purpose stated above $103,750

3. Total Project Cost **$415,000**

b. The Public Entity shall pay all Project costs, which exceed the total amount of Four Hundred Fifteen Thousand Dollars and No Cents **($415,000)**
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.
d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

3. The Department Shall:
Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
    1. Utility Certification;
    2. Drainage and storm drain design;
    3. Geotechnical design;
    4. Pavement design;
    5. Traffic design;
    6. Structural design;
    7. Environmental and archeological clearances Certification;
    8. Right-of-way maps and acquisition Certification;
    9. Hazardous substance/waste site(s) contamination investigations;
    10. Railroad Certification; and
    11. Intelligent Transportation System (ITS) Certification.
g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 4. Office **"Certification of the Pre-Construction Contract Phase"** form, which is attached as Certification No. 1.

n. Within thirty (30) days of completion, furnish the Department's District 4. Office **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) days of completion, furnish the Department's District 4. Office the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on June 30, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Sep 18, 2020 08:55 MDT) Date: Sep 18, 2020
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ Date: Sep 18, 2020
Assistant General Counsel

City of Las Vegas

By: _____ Date: 8-12-2020

Title: Mayor

Attest: _____

Title: City Clerk

ATTACHMENT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

ATTACHMENT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

Entity or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

ATTACHMENT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L400525

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition)] Local Public Agencies, and Attachment B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):

_____a. 20 year pavement design; or

_____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):

a. Lighting;

b. signalization;

c. storm sewer and lift station;

d. landscape;

e. road exchange; and

f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.

17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Vegas

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L400525

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L400525** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation **"DEPARTMENT"** 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Vegas

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-48

A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR MOUNTAIN VIEW DRIVE

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a Municipal Arterial Program (MAP) grant for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects to receive the Grant in a total amount of $311,250.00 ("Grant"); and

WHEREAS, the City would have to contribute 25% ($103,750.00) in order to receive the Grant of $311,250.00 (75%) for a total amount of $415,000.00 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on Mountain View Drive for the safety and well being of the residents of Las Vegas, New Mexico; and

WHEREAS, the Grant will be used for road improvements on Mountain View Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Mountain View Drive.

APPROVED AND ADOPTED this 12th day of August, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

Scott Aaron, City Attorney

MAP 2020-2021 PROJECT COST ESTIMATE

Mountain View Drive Improvements - Phase II Longview Drive to Moreland Drive
City of Las Vegas

ITEM NO.	DESCRIPTION	UNIT	ESTIM QUANT	UNIT PRICE	AMOUNT
Roadway Improvements					
1	Remove and Dispose of Existing Subgrade	CY	80	$16.00	$1,280.00
2	12" Subgrade Prep	SY	80	$5.00	$400.00
3	Provide and Install Base Course including Compaction 12"	SY	80	$19.00	$1,520.00
4	Tack Coat Material	TON	5	$625.00	$3,125.00
5	Prime Coat Material	TON	5	$625.00	$3,125.00
6	Cold Milling 2"	SY	2325	$5.00	$11,625.00
7	Cold Milling 4"	SY	3600	$9.00	$32,400.00
8	Provide and Install Geogrid	SY	80	$7.50	$600.00
9	HMA SP-IV 2"	SY	2325	$17.00	$39,525.00
10	HMA SP-IV 1.5"	SY	3680	$15.00	$55,200.00
11	HMA SP-IV 2.5"	SY	3680	$19.00	$69,920.00
12	Provide and Install 6" x 24" Concrete Curb and Gutter Upon Direction From Engineer	LF	80	$30.00	$2,400.00
13	Remove and Dispose of Existing Curb and Gutter Upon Direction From Engineer	LF	80	$15.00	$1,200.00
14	Removal of Structures and Obstructions (remove and dispose of sign and base posts)	LS	1	$1,500.00	$1,500.00
15	Manhole Adjustment	EA	4	$900.00	$3,600.00
16	Adjust Valve Box to Grade	EA	8	$650.00	$5,200.00
17	Panel Signs	SF	29.25	$30.00	$877.50
18	Steel Post and Base Post for Aluminum Panel Sign	LF	25.50	$15.00	$382.50
19	Retroreflectorized Markings 4" White	LF	2300	$1.00	$2,300.00
20	Retroreflectorized Markings 4" Yellow	LF	2400	$1.00	$2,400.00
21	Retroreflectorized Pavement Marking 24" Wide	LF	140	$11.00	$1,540.00
Miscellaneous					
22	Mobilization	LS	1	$20,000.00	$20,000.00
23	Traffic Control	LS	1	$15,000.00	$15,000.00
24	Demobilization	LS	1	$3,400.00	$3,400.00
25	Video Taping	LS	1	$1,500.00	$1,500.00
26	SWPPP	LS	1	$2,500.00	$2,500.00
27	Post Construction Plans	LS	1	$2,500.00	$2,500.00
28	Pre-Authorized Construction Changes	ALLOW	1	$5,000.00	$5,000.00
29	Material Testing Allowance	ALLOW	1	$5,000.00	$5,000.00
30	Construction Staking	LS	1	$5,000.00	$5,000.00

CONST	Construction Subtotal	$300,020.00
CONST	Construction Phase Services	$24,450.00
CONST	Construction Observation	$25,000.00
CONST	Total Construction Costs	$349,470.00
CONST	Est NMGRT @ 8.3958%	$29,340.80
CONST	Total Construction Costs with NMGRT	**$378,810.80**
ENGIN	Engineering	$30,000.00
ENGIN	NMDOT Certifications/Coordination	$3,500.00
ENGIN	Total Engineering Fees	$33,500.00
ENGIN	Est NMGRT @ 7.875%	$2,638.13
ENGIN	Total Engineering Fee with NMGRT	**$36,138.13**
	TOTAL PROJECT COST	**$415,000.00**

State Funding Requested @ 75%	$311,250.00
City of Las Vegas Participation @ 25%	$103,750.00

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Sep 18, 2020 08:55 MDT)
Cabinet Secretary or Designee

Date: Sep 18, 2020

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ
Assistant General Counsel

Date: Sep 18, 2020

City of Las Vegas

By: _____

Date: 8-12-2020

Title: Mayor

Attest: _____

Title: City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 03/25/2021 **Department:** Utilities

Item/Topic: RFB 2021-06 Dee Bibb Lift Station Improvements was awarded on 09 December 2020 to Hays Plumbing & Heating for $258,500.00. Additional funds were provided by the Clean Water State Revolving Fund 071 to fund the bid alternates. Which Included the installation of a emergency generator and new 6' chain link security fence. The additional funds required are $55,800.00.

Fiscal Impact: Funded by CWSRF 071

Attachments: Project Bids

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS
[redacted]/BID/OPENING

DATE: 28-Oct-2020

TIME: 2:30 PM

OPENING NO.: 2021-06

DEPARTMENT: **WASTE WATER**

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **DEE BIBB LIFT STATION IMPROVEMENTS**

	RECEIVED FROM:		AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Hays Plumbing		$58500.00	✓	✓	✓	✓
	Additive Alternate #1		55600.00				
2							
3							
4							
5							
6							

COMPANY REPRESENTATIVE	COMPANY NAME
Margaret Silva	City of Las Vegas Treasury
Randy Hays	Hays PW-IT
[illegible]	CLV P/W
[illegible]	CLV P/W
[illegible]	CLV Purchasing
Ramses Ortega	Via Telephone

0

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

DATE: 10-28-2020

COPIES TAKEN BY DEPT:

DATE: 10/28/2020

OPENED BY: FINANCE DEPARTMENT

Margaret Silva

DATE: 10-28-2020

ARTICLE 1 - BID RECIPIENT

COPY

This Bid is submitted to:
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS
Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS
In submitting this Bid, Bidder represents that:
Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	10/21/2020

Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

CONTRACTORS NAME: Hays Plumbing & Heating, Inc.

CONTRACTORS LICENSE #: 8243

(PLEASE TYPE OR PRINT)

PLEASE DO NOT RETYPE BID PROPOSAL - AN ELECTRONIC VERSION WILL BE PROVIDED UPON REQUEST.

CITY OF LAS VEGAS
DEE BIBB LIFT STATION IMPROVEMENTS
PROJECT FUNDING NO. CWSRF 071
STANTEC PROJECT #227300278
BID PROPOSAL

Bidder agrees to perform all of the work in said project, described in the Specifications and shown on the Plans for the following Unit Prices.

(Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.)

It is the responsibility of the Contractor to verify unit bid prices, subtotals, and totals when submitting Bid Proposal. Stantec is not responsible for any errors occurring in this submission.

BASE BID

ITEM #	UNIT	DESCRIPTION	UNIT BID PRICE	TOTAL
1	1 L.S.	MOBILIZATION	$13,000.00 -	THIRTEEN THOUSAND & ZERO CENTS Dollars & Cents $ 13,000.00 -
2	40 L.F.	4 INCH DUCTILE IRON SEWER FORCE MAIN PIPELINE. ALL JOINTS RESTRAINED	$225.00 -	NINE THOUSAND & ZERO CENTS Dollars & Cents $ 9,000.00 -
3	1 L.S.	PACKAGE DUPLEX WASTEWATER LIFT STATION. 2 FLYGT MODEL FP 3127.390 SUBMERSIBLE CHOPPER PUMPS 440 GPM @ 28 FT TDH W/SOFT START CONTROLS, STAINLESS STEEL SLIDE RAILS, 4 INCH STAINLESS STEEL DISCHARGE LINES, MANIFOLD & REQUIRED BENDS, 4" HDL BALL TYPE CHECK VALVES AND 4" DEZURIK PLUG VALVES IN 60"x72" FIBERGLASS VALVE VAULT W/ ALUMINUM DIAMOND PLATE COVER. EXTEND INLET INVERT & INSTALL HALLIDAY HANGING TRASH BASKET ASSEMBLY ON STAINLESS STEEL RAIL SYSTEM. ALL HARDWARE TO BE STAINLESS STEEL.	$ 120,000.00 -	ONE HUNDRED TWENTY THOUSAND AND ZERO CENTS Dollars & Cents $ 120,000.00 -

TOTAL - THIS PAGE: $ 142,000.00 -

BASE BID

ITEM #	UNIT	DESCRIPTION	UNIT BID PRICE	TOTAL
4	1 L.S.	5' DIA. X 6' DEEP FIBERGALSS VALVE VAULT W/ALUMINUM DOOR COVER & UNDER-DOOR ALUMINUM FRAME SAFETY GRATES. ALL HARDWARE TO BE STAINLESS STEEL.	$30,000.00 -	THIRTY THOUSAND & ZERO CENTS Dollars & Cents $ 30,000.00 -
5	1 L.S.	REMOVE EXISTING ELECTRICAL EQUIPMENT AND ASSOCIATED CONDUIT AND WIRE. FURNISH AND INSTALL NEW CONTROL PANEL, GENERATOR, FLOAT SWITCHES, AND ASSOCIATED CONDUIT, WIRE, DEVICES, SERVICE, METER LOOP, RISERS, AND REINFORCED CONCRETE PAD APPOX. 6'x4'x6" THICK W/#5 BARS @ 1'-4" O.C.E.W.	$60,000.00 -	SIXTY THOUSAND & ZERO CENTS Dollars & Cents $ 60,000.00 -
6	1 EACH	REHABILITATION OF EXISTING CONCRETE BASIN (CLEAN AND SEAL)	$20,000.00 -	TWENTY THOUSAND & ZERO CENTS Dollars & Cents $ 20,000.00 -
7	1 EACH	CONNECTION OF NEW LINE INTO EXISTING FORCE MAIN	$1,500.00 -	ONE THOUSAND FIVE HUNDRED & ZERO CENTS Dollars & Cents $1,500.00 -
8	1 L.S.	SEWAGE PUMPING	$1,500.00 -	ONE THOUSAND FIVE HUNDRED & ZERO CENTS Dollars & Cents $ 1,500.00 -
11	1 ALLOW	QUALITY ASSURANCE PER SPECIFICATION 01 40 00	$2,000.00 -	TWO THOUSAND & ZERO CENTS Dollars & Cents $2,000.00 -
12	1 L.S.	CONSTRUCTION STAKING BY CONTRACTOR	$1,500.00 -	ONE THOUSAND FIVE HUNDRED & ZERO CENTS Dollars & Cents $1,500.00 -

TOTAL - THIS PAGE: $ 116,500.00 -

TOTAL - BASE BID: $ 258,500.00 -

ADDITIVE ALTERNATIVE #1

ITEM #	UNIT	DESCRIPTION	UNIT BID PRICE	TOTAL
9	1 EACH	ELECTRIC GENERATOR (DIESEL FUELED) ON REINFORCED CONCRETE PAD APPROX 9' X 4' X 6" THICK W/#5 BARS @ 1'-4" O.C.E.W.	$45,000.00 -	FORTY- FIVE THOUSAND & ZERO CENTS Dollars & Cents $45,000.00 -
10	100 L.F.	6' TALL CHAIN LINK SECURITY FENCE W/3 STRAND BARBED WIRE. INCLUDE (1) - 3' MAN GATE AND (1)-10' DOUBLE SWINGING GATE	$108.00 -	TEN THOUSAND EIGHT HUNDRED & ZERO CENTS Dollars & Cents $ 10,800.00 -

TOTAL - THIS PAGE: $ 55,800.00 -

TOTAL - BASE BID: $258,500.00 -

BID SUMMARY

Base Bid	($ 258,500.00)
Additive Alternative #1	($ 55,800.00)
Total Project	($ 314,300.00)

Note: Gross receipts not included.

Respectfully Submitted:

Gordon Hays
Gordon Hays Name

600 Railroad Ave. Las Vegas, NM 87701
Address

President
Title

10/28/2020
Date

8243
Contractor's License Number

002369720111209
Contractor's Registration Number

[SEAL] If by Corporation:

Attest: Randy Hays, Treasurer

ARTICLE 6 - TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

1. Bid Form (Bid Proposal)
2. Required Bid security;
3. List of Proposed Subcontractors;
4. List of Proposed Suppliers;
5. List of Project References;
6. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
7. Contractor's License No.: 8243 and NMWFS Registration No.: 002369720111209
8. Required Bidder Qualification Statement with supporting data; and
9. Non Collusion Affidavit
10. Gross Receipts Tax Notification
11. Resident Business/Contractor Certificate
12. Resident Veteran Business/Contractor Certificate
13. Campaign Contribution Disclosure Form
14. Addendum Acknowledgement

ARTICLE 8 - DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hays Plumbing & Heating, Inc.

By:
[Signature] Gordon Hays

[Printed name] Gordon Hays, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Randy Hays

Title: Treasurer

Submittal Date: 10/28/2020

Address for giving notices:

600 Railroad Ave. Las Vegas, NM 87701

Telephone Number: 505-425-7535

Fax Number:

Contact Name and e-mail address: Randy Hays
hays_plumbing@hotmail.com

Federal Identification No.: 85 0168958

Bidder's License No.: 8243
(where applicable)

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: _____
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By: _____
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By: _____
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: _____
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

LIST OF SUBCONTRACTORS
AND
MATERIAL SUPPLIERS

A separate sealed envelope titled "List of Subcontractors & Material Suppliers" may be submitted in lieu of filling out this form. The General Contractor will determine categories of work that will be performed by the General Contractor; Subcontractor, and Tiers of Subcontractor. The following will be employed to perform the designated categories of work under this Contract.

NOTE: CONTRACTOR, SUBCONTRACTORS, AND TIERS OF SUBCONTRACTORS MUST BE IN COMPLIANCE WITH THE NEW MEXICO PUBLIC WORKS MINIMUM WAGE ACT.

A LABOR ENFORCEMENT FUND FORM CAN BE FOUND AT http://www.dws.state.nm.us/

CATEGORY OF WORK*	FIRM NAME AND BUSINESS ADDRESS, PHONE # AND LICENSE & FEDERAL IDENTIFICATION NUMBER OF SUBCONTRACTORS	RANGES**	REGISTRATION NUMBER (REQUIRED BY STATE)
Coating	Bogan Brothers Painting Co. Inc 3435 Vassar Dr. NE Albuquerque, NM 87107 505-898-8000 85 0312364 License #N/A	C	0100272009073
Supplier	Core & Main 6135 Second St NE Albuquerque, NM 87107 505-344-0223	B	

USE ADDITIONAL SHEETS IF NECESSARY

ATTEST: Gordon Hays — 10/28/2020

AUTHORIZED OFFICER — DATE

Gordon Hays, President

TITLE

Hays Plumbing & Heating, Inc.

NAME OF FIRM

*Place title of subcontractor specialty

**Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

A = Less than $2,000
B = Equal to or greater than $2,000 but less than $10,000
C = Equal to or greater than $10,000 but less than $100,000
D = Equal to or greater than $100,000

LIST OF SUBCONTRACTORS
AND
MATERIAL SUPPLIERS

A separate sealed envelope titled "List of Subcontractors & Material Suppliers" may be submitted in lieu of filling out this form. The General Contractor will determine categories of work that will be performed by the General Contractor; Subcontractor, and Tiers of Subcontractor. The following will be employed to perform the designated categories of work under this Contract.

NOTE: CONTRACTOR, SUBCONTRACTORS, AND TIERS OF SUBCONTRACTORS MUST BE IN COMPLIANCE WITH THE NEW MEXICO PUBLIC WORKS MINIMUM WAGE ACT.

A LABOR ENFORCEMENT FUND FORM CAN BE FOUND AT http://www.dws.state.nm.us/

CATEGORY OF WORK*	FIRM NAME AND BUSINESS ADDRESS, PHONE # AND LICENSE & FEDERAL IDENTIFICATION NUMBER OF SUBCONTRACTORS	RANGES**	REGISTRATION NUMBER (REQUIRED BY STATE)
Electrical	The Electric Horseman, Inc. 14 B Rudolph Dr Las Vegas, NM 87701 505-454-4700 License #84183 85-0473451	C	002306020110816
Fencing	Scott's Fencing Co., Inc. 5610 San Francisco NE Albuquerque, NM 87199 505-821-1114 85 0403265	B	
Supplier	JCH/James Cooke & Hobson, Inc 3810 Academy Pkwy S NE Albuquerque, NM 87109 505-344-7100	C	

USE ADDITIONAL SHEETS IF NECESSARY

ATTEST: Gordon Hays — AUTHORIZED OFFICER

10/28/2020 — DATE

Gordon Hays, President — TITLE

Hays Plumbing & Heating, Inc. — NAME OF FIRM

*Place title of subcontractor specialty

**Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

A = Less than $2,000
B = Equal to or greater than $2,000 but less than $10,000
C = Equal to or greater than $10,000 but less than $100,000
D = Equal to or greater than $100,000

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

BID BOND
(NEW MEXICO)

Bond No. CNB-37598-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amound Bid Dollars ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Dee Bibb Lift Station Improvements.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability heron if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 28th day of October, 2020.

Principal:
Hays Plumbing & Heating, Inc
(Seal)
By: Gordon Hays
(title) President

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: Maria Y. Ankeny, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-37598-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Maria Y. Ankeny of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By:
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Notary Public, State of Texas

Sheri Cornes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 2[illegible]9-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of October, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

GROSS RECEIPTS
NOTIFICATION AND REQUEST

Under Taxation and Revenue Regulations, Contractors are required to report their gross receipts under the location of the construction activity. For construction within the City of Las Vegas, the location number to be used on the monthly CRS-1 report form is 12-122 (2020 rate 8.3958%)

In order to properly track the Gross Receipts Tax portion that the State of New Mexico remits to the City of Las Vegas, we would appreciate a copy of your CRS-1 report be mailed or faxed to the following address:

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701
Fax: 505-425-7335

All report copies received will be kept confidential. Thank you in advance for your cooperation.

Acknowledged receipt of this form.

Gordon Hays

Contractor Representative
Gordon Hays, President

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local

office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Gordon Hays 10/28/2020

Signature Date

Gordon Hays, President

BIDDER INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER (____)

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0517511984

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): **DEE BIBB LIFT STATION IMPROVEMENTS**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

} ss

COUNTY OF San Miguel }

I, Gordon Hays, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 21st day of October, 2020.

Notary Public Signature

(SEAL)
OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico
My Commission Expires 4/16/23

My Commission Expires: 4/16/2023

provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-705574-001

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): **DEE BIBB LIFT STATION IMPROVEMENTS**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to City)					
1	MOBILIZATION	L.S.	1	$ 13,000.00	$13,000.00
2	4 INCH DUCTILE IRON SEWER FORCE MAIN PIPELINE. ALL JOINTS RESTRAINED.	L.F.	40	$ 225.00	$ 9,000.00
3	PACKAGE DUPLEX WASTEWATER LIFT STATION. 2 FLYGT MODEL FP 3127.390 SUBMERSIBLE CHOPPER PUMPS 440 GPM @ 28 FT TDH W/SOFT START CONTROLS, STAINLESS STEEL SLIDE RAILS, 4 INCH STAINLESS STEEL DISCHARGE LINES, MANIFOLD & REQUIRED BENDS, 4" HDL BALL TYPE CHECK VALVES AND 4" DEZURIK PLUG VALVES IN 60"x72" FIBERGLASS VALVE VAULT W/ ALUMINUM DIAMOND PLATE COVER. EXTEND INLET INVERT & INSTALL HALLIDAY HANGING TRASH BASKET ASSEMBLY ON STAINLESS STEEL RAIL SYSTEM. ALL HARDWARE TO BE STAINLESS STEEL.	L.S.	1	$ 120,000.00	$ 120,000.00
4	5' DIA. X 6' DEEP FIBERGALSS VALVE VAULT W/ALUMINUM DOOR COVER & UNDER-DOOR ALUMINUM FRAME SAFETY GRATES. ALL HARDWARE TO BE STAINLESS STEEL.	L.S.	1	$ 30,000.00	$ 30,000.00
5	REMOVE EXISTING ELECTRICAL EQUIPMENT AND ASSOCIATED CONDUIT AND WIRE. FURNISH AND INSTALL NEW CONTROL PANEL, GENERATOR, FLOAT SWITCHES, AND ASSOCIATED CONDUIT, WIRE, DEVICES, SERVICE, METER LOOP, RISERS, AND REINFORCED CONCRETE PAD APPOX. 6'x4'x6" THICK W/#5 BARS @ 1'-4" O.C.E.W.	L.S.	1	$ 60,000.00	$ 60,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
6	REHABILITATION OF EXISTING CONCRETE BASIN (CLEAN AND SEAL)	EACH	1	$ 20,000.00	$ 20,000.00
7	CONNECTION OF NEW LINE INTO EXISTING FORCE MAIN	EACH	1	$ 1,500.00	$ 1,500.00
8	SEWAGE PUMPING	L.S.	1	$ 1,500.00	$ 1,500.00
11	QUALITY ASSURANCE PER SPECIFICATION 01 40 00	ALLOW.	1	$ 2,000.00	$ 2,000.00
12	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	1	$ 1,500.00	$ 1,500.00
PURCHASE AMOUNT ITEMS TO Exclusive of New Mexico Gross Receipts Tax $ 258,500.00					
Other Project Construction Requirements					
9	ELECTRIC GENERATOR (DIESEL FUELED) ON REINFORCED CONCRETE PAD APPROX 9' X 4' X 6" THICK W/#5 BARS @ 1'-4" O.C.E.W.	EACH	1	$ 45,000.00	$ 45,000.00
10	6' TALL CHAIN LINK SECURITY FENCE W/3 STRAND BARBED WIRE. INCLUDE (1) - 3' MAN GATE AND (1) -10' DOUBLE SWINGING GATE	L.F.	100	$ 108.00	$ 10,800.00
BID AMOUNT ITEMS TO Exclusive of New Mexico Gross Receipts Tax $ 55,800.00					

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount, if negative, that is the purchase amount the City will receive from the contractor) $ 314,300.00

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother- in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

Gordon Hays 10/28/2020
Signature Gordon Hays Date

President
Title (Position)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

New Mexico)
)ss
San Miguel)

Gordon Hays, being first duly sworn, deposes and says that he is

President
(sole owner, a partner, president, secretary, etc.)

of Hays Plumbing & Heating, Inc.
the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:
By Gordon Hays Gordon Hays
Title President

Subscribed and sworn before me this 23rd day of October, 2020.

Seal of Notary

NOTARY PUBLIC

OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico
My Commission Expires 4/16/2023

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Hays Plumbing & Heating, Inc.

   Address: 600 Railroad Ave

   Las Vegas, NM 87701

2. **SUBMITTED TO:** Stantec Consulting Services

3. **SUBMITTED FOR:** Dee Bibb Lift Station Improvements

   Owner: City of Las Vegas

   Project Name: Dee Bibb Lift Station Improvements

   TYPE OF WORK: Lift Station

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Randy Hays

   Title: Treasurer/ Project Manager

   Phone: 505-425-7535

   Email: hays_plumbing@hotmail.com

5. **AFFILIATED COMPANIES:**

Name: N/A

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☑ CORPORATION

State of Organization: New Mexico

Date of Organization: 01/01/1964

Executive Officers:

- President: Gordon Hays
- Vice President(s): Jason Dale

_____

_____

- Treasurer: Randy Hays
- Secretary: Donna Hays

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: New Mexico

Type of License: Contractors License

License Number: 8243

Jurisdiction: Las Vegas

Type of License: Business License

License Number: 0917

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (Resident Contractor): L0517511984

9. BONDING INFORMATION

Bonding Company: Insurors Indemnity Company

Address: PO Box 32577

Waco, TX 76703-4200

Bonding Agent: Downey and Company

Address: 6565 Americas PKW NE STE 750

Albuquerque, NM 87110

Contact Name: Veronica Bowmaster

Phone: 505-881-0300

Aggregate Bonding Capacity: 5 Million

Available Bonding Capacity as of date of this submittal: 81% of Bonding Capacity Available

CITY OF LAS VEGAS, NEW MEXICO

BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701



APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER

LAS VEGAS
NEW MEXICO

Old Trails, New Adventures

Tonita Gurulé-Girón

Tonita Gurulé-Girón
MAYOR

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

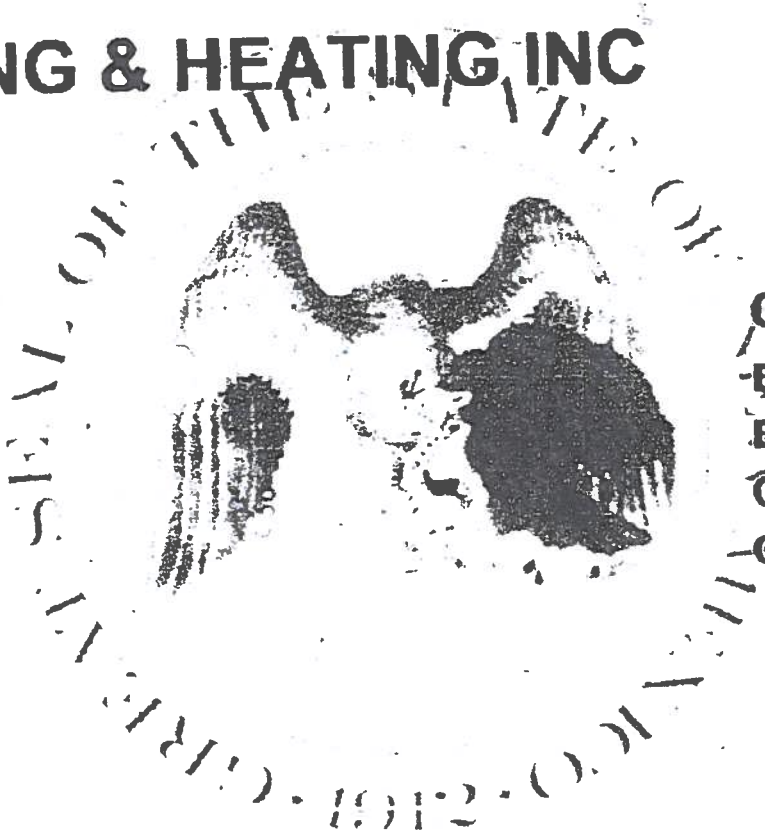
8243

EXPIRES

08/31/2021

Qualifying Party(S)

HAYS RANDY
HAYS RANDY
DALE JASON OLE
HAYS HOWARD L.



CLASSIFICATION(S)

EL01, ES03, ES04, ES05
ES06, GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98, MM98

Martin Romero

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HAYS PLUMBING & HEATING INC**

DBA: **HAYS PLUMBING & HEATING INC**
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **14-Feb-2021**

Certificate Number:

L0517511984

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/11/2019 **Registration Number: 002369720111209**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

10. FINANCIAL INFORMATION – This section/requirement is deleted.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately). See attached.

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately). See attached.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM: This section/requirement is deleted.

13. EQUIPMENT: See attached.

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

Schedule A

Current Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Telephone: Santa Fe, NM 87502	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	$448,770.00	10%	Taos County CN 5100750 Utility Work
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Company: Wooten Engineering Telephone: 505-980-3560	$2,464,915.00	20%	LVCS Los Ninos Phase 2- Utility & Plumbing Work
2020	Name: WLV Baseball Complex Drainage Project Address: Las Vegas , NM 87701 Telephone:	Name: Company: Miller Engineering Telephone: 505-888-7500	$219,444.30	10%	WLV Baseball Complex Drainage Project- Clearing and Drainage
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	$3,206,385.00	50%	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work

Current Work Experience Schedule

Schedule B

Previous Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	$62,185.53	Village of Maxwell Well Equipment- Utility Work
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work
2019	Name: City Of Rio Rancho Address:3200 Civic Center Circle, NM Rio Rancho, NM 87144	Name: Nathan Roberts Company: Bohannan Huston, Inc. Telephone: 505-823-1000	$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work
2018	Name: Marvin Cordova 1700 N Grand Ave Address: Las Vegas NM 87701	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work
2018	Name: Marvin Cordova Address:1700 N. Grand Avenue Las Vegas, NM 87701	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work
2018	Name: Marvin Cordova Address:1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	$304,685.00	Coffey 2 Well Improvements Project- Well Work

2017	Name: Marvin Cordova Address 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$565,813.07	Cinder Road Water Improvements Project- Pipeline Work
2017	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$247,316.00	East Waterline Loop Segment B-Pipeline Work
2017	Name: Marvin Cordova Address: 1700 N Grand Ave Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$71,400.00	Storrie Lake Waterline Repair- Pipeline Work
2017	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$233,000.00	Well 2A/2B in Dual Production- Well Work
2017	Name: Lawrence Ortiz Address: 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	$315,392.33	Pojoaque Water Line- Well & Pipeline Work
2016	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	$188,310.11	Chapelle MDWCA Water System- Pipeline Work
2016	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	$1,401,608.56	Duranes Pump Station- Pump Work
2016	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$213,783.64	Gabaldon Water System Improvement Project- Well Work
2016	Name: State of NM Address: Telephone:	Name: Company: Bridgers & Paxton Telephone: 505-883-4111	$1,997,734.59	NMBHI Mechanical System Upgrades- Utility & Plumbing
2014	Name: El Dorado MDWCA Address: Telephone:	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$409,990.80	El Dorado Well 2- Well Work
2014	Name: El Creston Water Assoc. Address: Telephone:	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$720,444.21	El Creston (Ojitos Frios) Well System- Well Work

Previous Work Experience Schedule

Schedule C

LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE	CONDITION	ACQUIRED
Skidsters	Within the last 10 years	Excellent Working Condition	$17,000 & $8,000
210 Link Belt Excavator	Within the last 10 years	Excellent Working Condition	$ 30,000.00
Link Belt 330	Within the last 10 years	Excellent Working Condition	$ 49,000.00
Komatsu Excavator	Within the last 10 years	Excellent Working Condition	$ 47,000.00
International 10 Yard Tandem Dump Truck	Within the last 10 years	Excellent Working Condition	$ 10,000.00
12 Yard Freightliner Dump Truck	Within the last 10 years	Excellent Working Condition	$ 20,000.00
580 Backhoe	Within the last 10 years	Excellent Working Condition	$15,000 & $20,000
Compactors	Within the last 10 years	Excellent Working Condition	$ 10,000.00
Ingersol 5 Foot Drum Compactor	Within the last 10 years	Excellent Working Condition	$ 12,000.00
Portable 3 Deck Screening Plant	Within the last 10 years	Excellent Working Condition	$ 40,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	$ 47,000.00
Various other trucks and vehicles available for use as needed***			

Randy J. Hays
P.O. Box 882
Las Vegas, NM 87701
(505) 425-5916 (H)
(505) 425-7535 (W)

Education

Robertson High School (Las Vegas, NM) – 1988 Graduated
Luna Voc. Tech (LCC) (Las Vegas, NM) - 1987 Welding Program

Licenses and Certificates

Journeyman Plumber – 1993 License #06836
Journeyman Gas Fitter – 1993 License #06836
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98
General Contractors License – w/Hays GB98
Trench Shoring Certified – 2000
Certified Welder #9764- 1993
Well Drillers License #WD 585
Commercial Drivers License
Geothermal Certified

Work Experience

1988 - Present — Hays Plumbing & Heating, Inc. — (505) 425-7535
600 Railroad Avenue
Las Vegas, New Mexico 8770

Supervisor/Foreman – Several Plumbing Projects

Well Drilling Supervisor

Several years of Drilling water wells; domestic and livestock wells.

Have installed several residential Submersible Pump Systems and Windmills towers.

Equipment Operator

Excavator
Backhoe
Dozer
Drilling Rig
Trencher

P. O. BOX 3693 LAS VEGAS, NM 87701
PHONE 505-426-4397

BRIAN M. COCA

Objective

Pursue employment in promoting my skills, knowledge, and values within the organization.

Professional Qualifications

- *Proficient in operating small, medium, and heavy duty equipment*
- *Experienced mechanic with diesel or gas engines*
- *Experienced welder (Arc and Mig welders)*
- *Skilled in transporting equipment*
- *Experience with installation and maintenance of culverts*
- *Experience with cement work, carpentry, and plumbing*

Equipment/Machines

Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift, Forklift, Dump Truck, Bulldozer, Tractor, Hand Power Tools, Jack Hammer

Other Skills

- *Possess a High School Diploma (Robertson High School 2001)*
- *Possess a NM Class "A" Commercial Driver's License*
- *Computer Skills (Microsoft word and Excel)*
- *Office Skills (Copier, Fax, and Telephone)*
- *Language Skills (English and Spanish)*

Community Activities

- *Watrous Volunteer Fire Department*
- *Volunteer with the San Miguel County 4-H Program*

Work History

2011-Present	***Hays Plumbing and Heating***	*Las Vegas, NM*
	Operator	
2004-2009	***A Lazy 6 Ranch and Equipment Rental***	*Las Vegas, NM*
	Mechanic, Ranch Hand	
Fall 2003	***Cone Construction***	*Albuquerque, NM*
	Operator	
2002-2003	***Northern Mountain Construction***	*Taos, NM*
	Operator	
Summer 2001	***Fort Union National Monument***	*Watrous, NM*
	Laborer	

Reference

Bob Anderson	*Owner of A Lazy 6 Ranch and Equipment Rental*	*505-660-2909*
Sam Ramirez	*Rock Road Gravel Products Foreman*	*505-617-1270*
Terry Meeks	*Manager of A Lazy 6 Equipment Rental*	*505-517-0035*

RICHARD DALE

Route 1, Box 372

Las Vegas, NM 87701

(505) 425-7535 (w)

Education

Santa Fe High School (Santa Fe, NM) Graduated

Licenses and Certificates

Journeyman Plumber License #JPG 06832

Work Experience

1984-present Hays Plumbing & Heating, Inc.

2000-present - Safety Manager

- Provide safety training to personnel
- Attend regular training

1989 – present – Journeyman Plumber

Job Highlights

Blue Hole Dive/Civic Center – Santa Rosa, New Mexico
Mora County New Complex – Mora, New Mexico
New Mexico Highlands University, Misc Buildings – Las Vegas, New Mexico
Raton Aquatic Center - Raton, New Mexico
Costilla Lodge @ Vermejo Park – Raton, New Mexico

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Hays Plumbing & Heating, Inc.

BY: Gordon Hays Gordon Hays

TITLE: President

DATED: 10/28/2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 21st DAY OF October, 2023

OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico
My Commission Expires 4/16/2023

NOTARY PUBLIC - STATE OF New Mexico
MY COMMISSION EXPIRES: 4/16/2023

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. ~~Audited balance sheet for each of the last 3 years for firm named in Section 1.~~
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. ~~Required safety program submittals listed in Section 13.~~
8. Additional items as pertinent.

XP-211

BIDDER'S CERTIFICATION*
In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Dee Bibb Lift Station Improvements Project Number 2021-06
Contract For

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

(✓) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

(✓) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

( ) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Gordon Hays, President

Signature of Bidder's Authorized Representative Gordon Hays Date 10/28/2020

Hays Plumbing & Heating, Inc. 600 Railroad Ave. Las Vegas, NM 87701
Name & Address of Bidder

XP-215 **MBE/WBE/SBRA UTILIZATION INFORMATION SHEET**

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No✓

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes✓ No___

   If yes, name the publications: NMDOT DBE Directory

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No✓

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes✓ No___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No✓

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No✓

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No✓

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes✓ No___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

Albuquerque Journal See Attached

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No ✓

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$ 314,300.00

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services ____%
	($)		($)		($)		($)
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services ____%
	($)		($)		($)		($)
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services ____%
	($)		($)		($)		($)

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO

County of Bernalillo SS


Request for Quotes
Hays Plumbing & Heating, Inc. (Hays) is an EEO employer is requesting quotes from certified DBE/MBE/WBE/SBRA Subcontractors and Suppliers for the Dee Bibo Lift Station Improvements Project #227300278 that bids at 2:30 p.m. on Wednesday, 10/28/2020. Email quotes to:tegne@haysplumbing.net by 5 pm Monday, 10/26/2020. For info on the project specs & contract requirements contact Randy Hays at 505-425-7535.
Journal: October 8, 2020

Elise Rodriguez , the undersigned, on oath states that she is an authorized Representative of The Albuquerque Journal, and that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, and that payment therefore has been made of assessed as court cost; that the notice, copy of which hereto attached, was published in said paper in the regular daily edition, for 1 time(s) on the following date(s):

10/08/2020

OFFICIAL SEAL
Susan Ramirez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 2/15/2023

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this 12 day of October of 2020

PRICE $30.59

Statement to come at the end of month.

ACCOUNT NUMBER 1062036

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract. N/A

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Gordon Hays, President
Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative — 10/28/2020 Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Gordon Hays

(Contractor Signature & Date)

Gordon Hays, President

10/28/2020

_____

(Owner Signature & Date)

EPA United States Environmental Protection Agency

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gordon Hays, President
Typed Name & Title of Authorized Representative

Gordon Hays 10/28/2020
Signature of Bidder's Authorized Representative Date

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

EPA Form 5700-49

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

N/A

Subcontractor Signature	Print Name
N/A	
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ○ DOT ○ SBA ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Gordon Hays	Gordon Hays
Title	**Date**
President	10/28/2020

Subcontractor Signature	Print Name
N/A	
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Gordon Hays		Dee Bibb Lift Station Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
2021-06		Randy Hays
Address 600 Railroad Ave. Las Vegas, NM 87701		
Telephone No. 505-425-7535		Email Address hays_plumbing@hotmail.com
Issuing/Funding Entity: Community 1st Bank		

I have identified potential DBE certified subcontractors	__YES	✓NO
If yes, please complete the table below. If no, please explain:		

Potential DBE certified subcontractors did not respond to our advertisement

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
N/A			

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Gordon Hays	Gordon Hays
Title	**Date**
President	10/28/2020

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative

Gordon Hays

Signature of Contractor's Authorized Representative

10/28/2020

Date

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 03/25/2021 **Department:** Utilities

Item/Topic: RFB 2021-07 Detention Center Lift Station Rehab was awarded on 09 December 2020 to Hays Plumbing & Heating for $224,694.00. Additional funds were provided by the Clean Water State Revolving Fund 071 to fund the bid alternates. Which included the installation of a emergency generator, new security fence, new valve vault cover and raise the existing vault. The additional funds required is $94,700.00.

Fiscal Impact: Funded by CWSRF 071

Attachments: Project Bids

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS
~~RFP~~/BID/OPENING

DATE: 28-Oct-2020

TIME: 3:00 PM

OPENING NO.: **2021-07**

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

DEPARTMENT: **WASTE WATER**

ITEM(S): **DETENTION CENTER LIFT STATION REHAB**

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Hay's Plumbing & Heating	$246,94.00	✓	✓	✓	✓
	Additive Alternate # 1	55,000.00				
2						
3						
4						
5						
6						

COMPANY REPRESENTATIVE

COMPANY NAME

City of Las Vegas - Inventory
CLV Purchasing
CLV PIM
CLV P/M
HAYS P&H

Randy Hays

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

DATE: 10-28-2020

COPIES TAKEN BY DEPT:

DATE: 10/28/2020

OPENED BY: FINANCE DEPARTMENT

DATE: 10-28-2020

BIDDER INFORMATION

COPY

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER (____)

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0517511984

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): **DETENTION CENTER LIFT STATION REHABILITATION**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }
}
COUNTY OF San Miguel }

I Gordon Hays, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 28th day of October, 2020.

(SEAL)

OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico
My Commission Expires 4/16/2023

Notary Public Signature

My Commission Expires: 4/16/2023

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Gordon Hays 10/28/2020
Signature Gordon Hays Date

President
Title (Position)

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Addendum No.	Addendum Date
1	10/05/2020		
2	10/21/2020		
3	10/26/2020		

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Site preparation, including: site clearing, removal of all existing lift station equipment including pumps, control panels, wet well lid, internal piping, and other appurtenances in preparation for rehabilitation. Salvage specified equipment to owner and properly dispose of all other items.	LS	1	2,500.00	2,500.00
2	Wet well rehabilitation, including, surface preparation, application of coating system, and testing, CIP	SF	197	102.00	20,094.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3	Furnish and install new wet well cover, including access cover with grate fall protection, vent, portable hoist socket, and coating, and furnish a portable manual hoist with 1,000 pound lifting capacity, 304SS, 24" - 36" adjustable reach. CIP	LS	1	13,000.00	13,000.00
4	Furnish and install duplex Lift Station Equipment, including: 2 - Flygt model MP3102LT3-216 submersible sewage pumps, 6 hp, 460VAC/3/60, 1,800 rpm, with 40 ft. power cable. FM rated explosion proof with Hard Iron Impeller and Hard Iron replaceable volute insert. Design Q=90 gpm at 49 ft. of TDH, discharge elbows, lifting chain, steel guide rails, float hanger bracket, and related appurtenances, and all testing. CIP	LS	1	120,000.00	120,000.00
5	Furnish and install all electrical components and wiring, including, new frame system, new service disconnect, control panel wiring, controls, breakers, manual disconnect and all appurtenances, including concrete slab and material testing, CIP	LS	1	51,000.00	51,000.00
6	Furnish and install new trash perforated basket, including all rails, mounting brackets for round basin, and all accessories, CIP	EA	1	3,600.00	3,600.00
7	By-Pass Pumping	DAY	15	100.00	1,500.00
8	Mobilization(75%)/Demobilization (25%), not to exceed 5% of the Base Bid	LS	1	13,000.00	13,000.00

TOTAL OF BASE BID: $ 224,694.00

IN WORDS: two hundred twenty-four thousand six hundred ninety-four

ADDITIVE BID ALTERNATE 1

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
A1.1	Furnish and Install Onsite Generator, 30kW diesel standby engine-generator with belly tank, sized appropriately to provide backup power to Detention Center Lift Station, including enclosure, concrete pad, automatic transfer switch, and all testing. CIP	LS	1	45,000.00	45,000.00
A1.2	Remove Existing Security Fence	LS	1	1,500.00	1,500.00
A1.3	Install New 8-foot Chain Link Security Fence and Gates around the Detention Center Lift Station, CIP	LF	80	102.50	8,200.00
A1.4	Site Restoration, including regrading, CIP	LS	1	500.00	500.00

TOTAL OF ADDITIVE BID ALTERNATE 1: $ 55,200.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WORDS: fifty-five thousand two hundred

ADDITIVE BID ALTERNATE 2

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
A2.1	Furnish and install new valve vault cover, including access cover, vent, and coating, CIP	LS	1	2,500.00	2,500.00
A2.2	Furnish and install new Valve Vault 2" Ductile Iron Piping, including new 2 - 2" ball check valves, 2-2" plug valves, including all piping, fitting, and connections. CIP	LS	1	35,000.00	35,000.00

TOTAL OF ADDITIVE BID ALTERNATE 2: $37,500.00

IN WORDS: thirty-seven thousand five hundred

ADDITIVE BID ALTERNATE 3

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
A3.1	Raise Existing Wet Well & Valve Vault approximately 1-foot, including excavation, seals, grout, CIP	LS	1	1,000.00	1,000.00
A3.2	Site grading improvements including import material, base course material, placement, and compaction, CIP	LS	1	1,000.00	1,000.00

TOTAL OF ADDITIVE BID ALTERNATE 3: $ 2,000.00

IN WORDS: two thousand

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Proposed Equipment Manufacturers;

E. Required Bidder Qualification Statement with supporting data;

F. Evidence of authority to do business in the state of the Project;

G. New Mexico Contractor's License No.: 8243 ;

H. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;

I. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);

J. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);

K. Campaign Contribution Disclosure Form;

L. EPA XP-211;

M. EPA XP-215 with supporting documentation;

N. EPA XP-315;

O. EPA 5700-49

P. EPA Forms 6100-2, 6100-3, and 6100-4 if DBE sub is included;

Q. AIS CWSRF 314

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hays Plumbing & Heating, Inc.

By:
[Signature] Gordon Hays

[Printed name] Gordon Hays President
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Randy Hays

[Printed name] Randy Hays

Title: Treasurer

Submittal Date: 10/28/2020

Address for giving notices:

600 Railroad Ave. Las Vegas, NM 87701

Telephone Number: 505-425-7535

Fax Number:

Contact Name and e-mail address: Randy Hays
hays_plumbing@hotmail.com

New Mexico Department of Workforce Solutions Registration No. 002369720111209

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes X Circle one: Resident Contractor Preference | Resident Veteran Contractor Preference
No _____

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By:
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By:
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: Donna Hays
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HAYS PLUMBING & HEATING INC**

DBA: **HAYS PLUMBING & HEATING INC**
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **14-Feb-2021**

Certificate Number:

L0517511984

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/11/2019 **Registration Number: 00236972011209**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

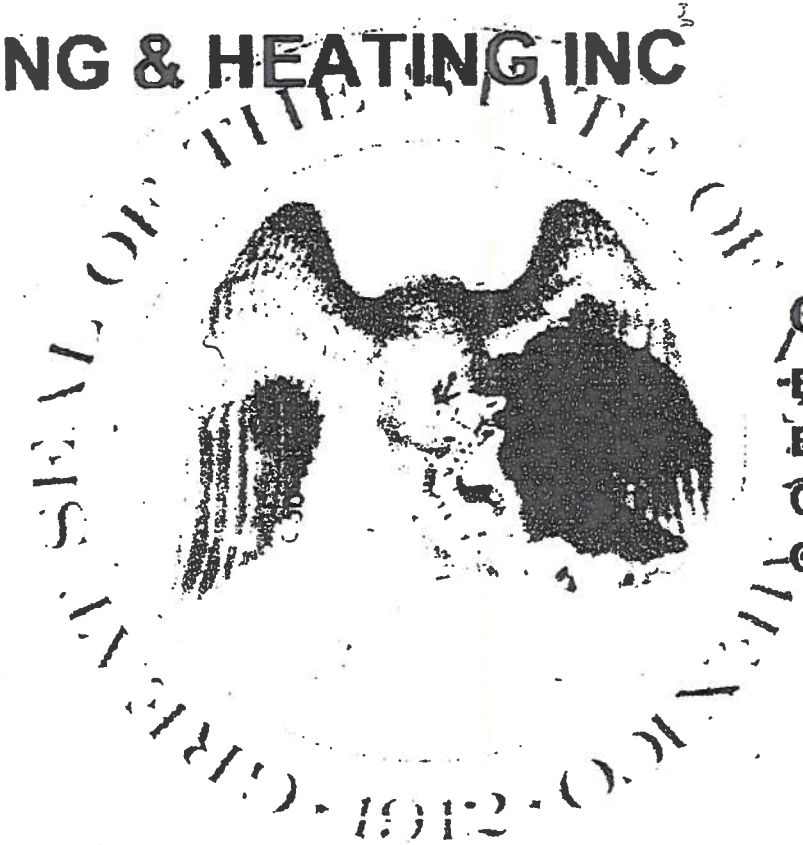
8243

EXPIRES

08/31/2021

Qualifying Party(S)

HAYS RANDY
HAYS RANDY
DALE JASON OLE
HAYS HOWARD L.



CLASSIFICATION(S)

EL01, ES03, ES04, ES05
ES06, GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98, MM98

Martin Romero
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

BID BOND
(NEW MEXICO)

Bond No. CNB-37576-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amound Bid Dollars ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Detention Center Lift Station Rehab.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability heron if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 28th day of October, 2020.

Principal:
Hays Plumbing & Heating, Inc
(Seal)
By: Gordon Hays
(title) President

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By:
Maria Y. Ankeny, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-37576-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Maria Y. Ankeny of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By:
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Notary Public, State of Texas

Sherri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223699-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of October, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than $60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Electrical	The Electric Horseman, Inc. 14 B Rudolph Dr Las Vegas, NM 87701 505-454-4700 License #84183	C	002306020110816
Coating	Bogan Brothers Painting Co. Inc 3435 Vassar Dr. NE Albuquerque, NM 87107 505-898-8000	B	0100272009073
Fencing	Scott's Fencing Co., Inc. 5610 San Francisco NE Albuquerque, NM 87199- 505-821-1114 License #50526	A	002337520111014

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)

Use additional sheets if necessary.

Attest: Gordon Hays — 10/28/2020

Authorized Officer — Date

Gordon Hays, President

Name and Title

Hays Plumbing & Heating, Inc.

Name of Firm

* Place title of subcontractor specialty.

** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.

A = Equal to or greater than $5,000 but less than $15,000
B = Equal to or greater than $15,000 but less than $50,000
C = Equal to or greater than $50,000

LIST OF PROPOSED SUPPLIERS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the material Suppliers listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Firm Name, Business Address and Telephone #	General description of materials to be provided by proposed Supplier
JCH/James Cooke & Hobson, Inc 3810 Academy Pkwy S NE Albuquerque, NM 87109 505-344-7100	Lift Station Pump and Controls

Use additional sheets if necessary.

Attest: Gordon Hays — 10/28/2020

Authorized Officer — Date

Gordon Hays, President

Name and Title

Hays Plumbing & Heating, Inc.

Name of Firm

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER
Submersible Pumps, Specification 33 32 10	Flygt
Lift Station Electrical and Controls, Specification 40 01 00	Dynamic Motor Controls

Bidder's Name: Hays Plumbing & Heating, Inc.

By (Signature): Gordon Hays

Print or Type Name and Title: Gordon Hays, President

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:
Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: City of Las Vegas Detention Center Lift Station Rehabilitation

SUBMITTED BY: Hays Plumbing & Heating, Inc.
(Print or Type Name of Bidder)

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 56

2. How many years has your organization been in business under its present name? 56

3. If a corporation, answer the following:

   a. Date of Incorporation: 01/01/1964

   b. State of Incorporation: New Mexico

   c. President's Name: Gordon Hays

   d. Vice President's Name: Jason Dale

   c. Secretary or Clerk's Name: Donna Hays

   d. Treasurer's Name: Randy Hays

4. If individual or partnership, answer the following: N/A

   a. Date of Organization: _____

   b. Name and Address of all Partners:
   (State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. N/A

6. Do you plan to subcontract any part of this Project? Yes If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold.

Electrical The Electric Horseman, Inc.

Coating Bogan Brothers Painting Co. Inc

Fencing Scott's Fencing Co., Inc.

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated for convenience or for cause; have you ever been debarred from contracting with any entity, public or private; have you ever terminated work on a project prior to its completion for any reason; have you ever filed a claim for disputed work; has any owner or prime contractor to which you've provided a performance bond ever put your surety on notice of their intent to terminate; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; has any subcontractor or supplier ever placed a claim against your payment bond; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. No

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated for convenience or for cause; been debarred from contracting with any entity, public or private; terminated work on a project prior to its completion for any reason; filed a claim for disputed work; had any surety which issued a performance bond completed the work in its own name or financed such completion or ever been put on notice of intent to terminate; or had any surety expended any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project. No

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed.

See attached.

Question #9

Current Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Telephone: Santa Fe, NM 87502	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	$448,770.00	10%	Taos County CN 5100750 Utility Work
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Company: Wooten Engineering Telephone: 505-980-3560	$2,464,915.00	20%	LVCS Los Ninos Phase 2- Utility & Plumbing Work
2020	Name: WLV Baseball Complex Drainage Project Address: Las Vegas , NM 87701 Telephone:	Name: Company: Miller Engineering Telephone: 505-888-7500	$219,444.30	10%	WLV Baseball Complex Drainage Project- Clearing and Drainage
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	$3,206,385.00	50%	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work

Current Work Experience Schedule

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed. See attached.

11. List name and construction experience of the principal individual of your organization. See attached.

Question #10

Previous Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	$62,185.53	Village of Maxwell Well Equipment- Utility Work
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work
2019	Name: City Of Rio Rancho Address:3200 Civic Center Circle, NM Rio Rancho, NM 87144	Name: Nathan Roberts Company: Bohannan Huston, Inc. Telephone: 505-823-1000	$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work
2018	Name: Marvin Cordova 1700 N Grand Ave Address: Las Vegas NM 87701	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work
2018	Name: Marvin Cordova Address:1700 N. Grand Avenue Las Vegas, NM 87701	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work
2018	Name: Marvin Cordova Address:1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	$304,685.00	Coffey 2 Well Improvements Project- Well Work

2017	Name: Marvin Cordova Address. 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$565,813.07	Cinder Road Water Improvements Project- Pipeline Work
2017	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$247,316.00	East Waterline Loop Segment B-Pipeline Work
2017	Name: Marvin Cordova Address: 1700 N Grand Ave Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$71,400.00	Storrie Lake Waterline Repair- Pipeline Work
2017	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$233,000.00	Well 2A/2B in Dual Production- Well Work
2017	Name: Lawrence Ortiz Address· 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	$315,392.33	Pojoaque Water Line- Well & Pipeline Work
2016	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	$188,310.11	Chapelle MDWCA Water System- Pipeline Work
2016	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	$1,401,608.56	Duranes Pump Station- Pump Work
2016	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$213,783.64	Gabaldon Water System Improvement Project- Well Work
2016	Name: State of NM Address: Telephone:	Name: Company: Bridgers & Paxton Telephone: 505-883-4111	$1,997,734.59	NMBHI Mechanical System Upgrades- Utility & Plumbing
2014	Name: El Dorado MDWCA Address: Telephone:	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	$409,990.80	El Dorado Well 2- Well Work
2014	Name: El Creston Water Assoc. Address: Telephone:	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	$720,444.21	El Creston (Ojitos Frios) Well System- Well Work

Previous Work Experience Schedule

Question #11

Employee Work Experience

Employee	Job
Randy Hays & Brian Coca	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work
Randy Hays & Brian Coca	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work
Randy Hays & Brian Coca	Southern Boulevard Pressure Reducing Valve- Pipeline Work
Randy Hays & Brian Coca	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work
Randy Hays & Brian Coca	North Grand Avenue Waterline Improvements-Pipeline Work
Randy Hays & Brian Coca	Bradner Reservoir Fill Line Project- Pipeline Work
Randy Hays & Brian Coca	Coffey 2 Well Improvements Project- Well Work
Randy Hays & Brian Coca	Cinder Road Water Improvements Project- Pipeline Work
Randy Hays & Brian Coca	East Waterline Loop Segment B-Pipeline Work
Randy Hays & Brian Coca	Storrie Lake Waterline Repair- Pipeline Work
Randy Hays & Brian Coca	Well 2A/2B in Dual Production- Well Work
Randy Hays & Brian Coca	Pojoaque Water Line- Well & Pipeline Work
Randy Hays & Brian Coca	Chapelle MDWCA Water System- Pipeline Work
Randy Hays & Brian Coca	Duranes Pump Station- Pump Work
Randy Hays & Brian Coca	Gabaldon Water System Improvement Project- Well Work
Randy Hays & Brian Coca	NMBHI Mechanical System Upgrades- Utility & Plumbing
Randy Hays & Brian Coca	El Dorado Well 2- Well Work
Randy Hays & Brian Coca	El Creston (Ojitos Frios) Well System- Well Work

Above are just a few jobs that both our project manager Randy Hays and our foreman Brian Coca have worked on.....

P. O. BOX 3693 LAS VEGAS, NM 87701
PHONE 505-426-4397

BRIAN M. COCA

Objective

Pursue employment in promoting my skills, knowledge, and values within the organization.

Professional Qualifications

- *Proficient in operating small, medium, and heavy duty equipment*
- *Experienced mechanic with diesel or gas engines*
- *Experienced welder (Arc and Mig welders)*
- *Skilled in transporting equipment*
- *Experience with installation and maintenance of culverts*
- *Experience with cement work, carpentry, and plumbing*

Equipment/Machines

Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift, Forklift, Dump Truck, Bulldozer, Tractor, Hand Power Tools, Jack Hammer

Other Skills

- *Possess a High School Diploma (Robertson High School 2001)*
- *Possess a NM Class "A" Commercial Driver's License*
- *Computer Skills (Microsoft word and Excel)*
- *Office Skills (Copier, Fax, and Telephone)*
- *Language Skills (English and Spanish)*

Community Activities

- *Watrous Volunteer Fire Department*
- *Volunteer with the San Miguel County 4-H Program*

Work History

2011-Present	***Hays Plumbing and Heating***	*Las Vegas, NM*
	Operator	
2004-2009	***A Lazy 6 Ranch and Equipment Rental***	*Las Vegas, NM*
	Mechanic, Ranch Hand	
Fall 2003	***Cone Construction***	*Albuquerque, NM*
	Operator	
2002-2003	***Northern Mountain Construction***	*Taos, NM*
	Operator	
Summer 2001	***Fort Union National Monument***	*Watrous, NM*
	Laborer	

Reference

Bob Anderson	*Owner of A Lazy 6 Ranch and Equipment Rental*	*505-660-2909*
Sam Ramirez	*Rock Road Gravel Products Foreman*	*505-617-1270*
Terry Meeks	*Manager of A Lazy 6 Equipment Rental*	*505-517-0035*

Randy J. Hays
P.O. Box 882
Las Vegas, NM 87701
(505) 425-5916 (H)
(505) 425-7535 (W)

Education

Robertson High School (Las Vegas, NM) – 1988 Graduated
Luna Voc. Tech (LCC) (Las Vegas, NM) - 1987 Welding Program

Licenses and Certificates

Journeyman Plumber – 1993 License #06836
Journeyman Gas Fitter – 1993 License #06836
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98
General Contractors License – w/Hays GB98
Trench Shoring Certified – 2000
Certified Welder #9764- 1993
Well Drillers License #WD 585
Commercial Drivers License
Geothermal Certified

Work Experience

1988 - Present	Hays Plumbing & Heating, Inc. 600 Railroad Avenue Las Vegas, New Mexico 8770	(505) 425-7535

Supervisor/Foreman – Several Plumbing Projects

Well Drilling Supervisor

Several years of Drilling water wells; domestic and livestock wells.

Have installed several residential Submersible Pump Systems and Windmills towers.

Equipment Operator

Excavator
Backhoe
Dozer
Drilling Rig
Trencher

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. New Mexico

#8243, EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Insurors Indemnity Company
PO Box 32577
Waco, TX 76703-4200

b. A bank: Community 1st Bank
518 Douglas Ave
Las Vegas, NM 87701

c. A major material supplier: Ferguson Enterprises, Inc. Victor Gonzales 505-449-4900
DAHL Plumbing Supply Gary Goodwin 505-471-1811
Gicon Pumps & Equipment Casey Adams 800-530-4755

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, plus additional information concerning past job performance such as list of last ten jobs you purchased a bond for along with name of surety on each, prior to issuance of the Notice of Award.

Dated this 28th day of October 2020

Bidder: Hays Plumbing & Heating, Inc.
(Print or Type Name of Bidder)

By: Gordon Hays Gordon Hays, President

Title: President

(Seal, if Corporation)

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Contract For: Detention Center Lift Station Rehabilitation Project Number: 2021-07

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

(✓) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

(✓) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

( ) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative: Gordon Hays, President

Signature of Bidder's Authorized Representative Date: 10/28/2020

Gordon Hays

Hays Plumbing & Heating, Inc. 600 Railroad Ave. Las Vegas, NM 87701

Name & Address of Bidder

XP-215 **MBE/WBE/SBRA UTILIZATION INFORMATION SHEET**

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No✓

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes✓ No___

   If yes, name the publications: NMDOT DBE Directory

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No✓

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes✓ No___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No✓

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No✓

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No✓

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes✓ No___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

Albuquerque Journal See Attached

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No ✓

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$319,394.00

11. Total dollar amount and percentage of MBE/WBE/SBRA participation: N/A

MBE:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($) ____%
WBE:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($) ____%
SBRA:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($) ____%

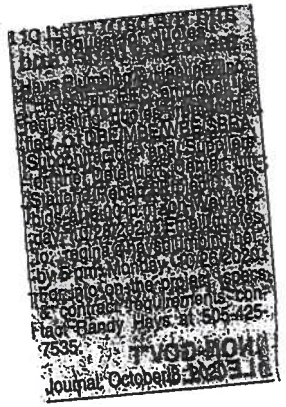
AFFIDAVIT OF PUBLI

STATE OF NEW MEXICO

County of Bernalillo SS

Elise Rodriguez , the undersigned, on oath states that she is an authorized Representative of The Albuquerque Journal, and that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, and that payment therefore has been made of assessed as court cost; that the notice, copy of which hereto attached, was published in said paper in the regular daily edition, for 1 time(s) on the following date(s):

10/08/2020



OFFICIAL SEAL
Susan Ramirez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 2/15/2023

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this 12 day of October of 2020

PRICE $30.59

Statement to come at the end of month.

ACCOUNT NUMBER 1062036

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract. N/A

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Gordon Hays, President
Typed Name & Title of Authorized Representative

Gordon Hays 10/28/2020
Signature of Bidder's Authorized Representative Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Gordon Hays

(Contractor Signature & Date)

Gordon Hays, President
10/28/2020

_____

(Owner Signature & Date)

EPA United States Environmental Protection Agency

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gordon Hays, President
Typed Name & Title of Authorized Representative

Gordon Hays 10/28/2020
Signature of Bidder's Authorized Representative Date

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

EPA Form 5700-49

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

N/A

Subcontractor Signature	Print Name
N/A	
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: O DOT O SBA O Other: _____	Meets/ exceeds EPA certification standards? O YES O NO O Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Gordon Hays	Gordon Hays
Title	**Date**
President	10/28/2020

Subcontractor Signature	Print Name
N/A	
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Gordon Hays		Detention Center Lift Station Rehabilitation
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
2021-07		Randy Hays
Address 600 Railroad Ave. Las Vegas, NM 87701		
Telephone No. 505-425-7535		Email Address hays_plumbing@hotmail.com
Issuing/Funding Entity: Community 1st Bank		

I have identified potential DBE certified subcontractors	__YES	✓NO
If yes, please complete the table below. If no, please explain:		

Potential DBE certified subcontractors did not respond to our advertisement

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Gordon Hays
Title	**Date**
President	10/28/2020

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative

Gordon Hays 10/28/2020

Signature of Contractor's Authorized Representative Date

AIS CWSRF 314

CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 7, 2021

Date Submitted: 3/29/2021 **Department:** Executive

Item/Topic: Council Discussion/Action regarding transportation-sharing vehicles or ordinance in Las Vegas

Fiscal Impact: N/A

Attachments:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

DocuSign Envelope ID: B746BF6E-6222-483E-9AAD-16B01C0680D1

Agreement / Contract
No. 3680-2020
City of Las Vegas
Date

Memorandum of Understanding

The City of Las Vegas, a New Mexico municipality ("City"), will permit Bird Rides, Inc. ("Bird Rides") to provide services under the following terms and limitations. This agreement shall remain in effect until December 31, 2021, unless terminated earlier as set forth below.

AGREEMENT

1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the City's jurisdictional boundaries by Bird Rides, but in no way does any part of this Agreement prohibit or restrict the City's rights regarding other providers of electric scooter sharing systems or other such transportation providers. No person shall deploy a Bird Rides Stand-up electric scooter sharing system in the City in violation of this Agreement.

2) Stand-up electric scooters shall be governed by the City's applicable ordinances and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for applicable modes of transportation.

3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Bird Rides Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)

5) Bird Rides, Inc. shall provide a minimum of 50 / 100 vehicles at launch.

6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) Data sharing: Bird Rides, Inc. will provide data to the City at least every six months to assist with monitoring program usage.

8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless the City (and the City's employees, agents and affiliates) from and against all actions, damages or claims brought against the City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the City's (or the City's employees', agents' or affiliates') negligence or willful misconduct. The City

expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City shall notify Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; The City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance: Bird Rides, Inc. shall provide the City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) This agreement shall be governed by and construed in accordance with the laws of the New Mexico, and venue for any dispute shall be the San Miguel County Fourth Judicial District Court.

14) Bird Rides does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Bird Rides acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Bird Rides under this Memorandum and the City shall have no liability for payment of such tax. Bird Rides also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

15) Bird Rides shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

16) Any liability incurred by the City in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this memorandum modifies or waives any provisions of the New Mexico Tort Claims Act.

City/County, State

Signed By: DocuSigned by: William Taylor

Signature: 935533274AB94BB...

Print Name: William Taylor

Title: City Manager, Las Vegas NM

Bird Rides, Inc.

DocuSigned by: Austin Marshburn

Signature: 62BF71F77A40484...

Print Name: Austin Marshburn

Title: Head of Universities

Certificate Of Completion

Envelope Id: B746BF6E6222483E9AAD16B01C0680D1
Subject: Bird MOU for signature- Las Vegas
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Kate Shoemaker
2501 Colorado Ave
2nd Floor
Santa Monica, CA 90401
kate.shoemaker@bird.co
IP Address: 13.110.6.8

Record Tracking

Status: Original
11/5/2020 1:27:02 PM

Holder: Kate Shoemaker
kate.shoemaker@bird.co

Location: DocuSign

Signer Events	Signature	Timestamp
William Taylor williamtaylor@lasvegasnm.gov City Manager, Las Vegas NM William Taylor Security Level: Email, Account Authentication (None)	DocuSigned by: William Taylor 935533274AB94BB Signature Adoption: Pre-selected Style Using IP Address: 68.66.89.126	Sent: 11/5/2020 1:27:57 PM Viewed: 11/5/2020 1:29:32 PM Signed: 11/5/2020 1:30:24 PM
Electronic Record and Signature Disclosure: Accepted: 11/4/2020 7:39:25 AM ID: d162a78c-123b-48ff-a33b-9695cfe3fdd7		
Austin Marshburn amarshburn@bird.co Head of Universities Bird Rides, Inc Security Level: Email, Account Authentication (None)	DocuSigned by: Austin Marshburn 62BF71F77A4048... Signature Adoption: Pre-selected Style Using IP Address: 24.7.125.69	Sent: 11/5/2020 1:30:27 PM Viewed: 11/5/2020 1:35:14 PM Signed: 11/5/2020 1:35:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/4/2020 9:52:52 AM ID: a149210b-83d6-4adb-b659-c0cc7d065a4d		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2020 1:27:57 PM
Certified Delivered	Security Checked	11/5/2020 1:35:14 PM
Signing Complete	Security Checked	11/5/2020 1:35:25 PM
Completed	Security Checked	11/5/2020 1:35:25 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 10/30/2018 12:41:56 PM
Parties agreed to: William Taylor, Austin Marshburn

CONSUMER DISCLOSURE

From time to time, Bird (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bird:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: prakes@bird.co

To advise Bird of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at prakes@bird.co and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Bird
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to prakes@bird.co and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Bird

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to prakes@bird.co and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bird as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bird during the course of my relationship with you.