

Part 1: Request for Proposals

Air Ambulance Helicopter Service

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Section 1: Overview of this opportunity

This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the provision of an air ambulance helicopter service. The Ministry of Health (the Ministry) and Accident Compensation Corporation (ACC) having defined a number of national aviation, operational, clinical and commercial requirements, are seeking to fulfil through the award of a contract to a Successful Respondent in each of the three (3) regions defined in this RFP.

1.1 Background and context

1.1.1 Current air ambulance services in New Zealand

The New Zealand air ambulance service uses helicopter and fixed-wing aircraft for pre-hospital (emergency) and inter-hospital transfers.

- The pre-hospital (emergency) service brings clinical care to the scene of an accident or medical event and transports seriously ill and injured patients to a hospital or place of definitive care.
- Inter-hospital transfers use helicopters or fixed-wing aircraft to transport patients from a lower level hospital to a place of definitive care, and can include repatriation of the patient as agreed by both the treating and receiving District Health Boards (DHBs).

The service is a high cost, low frequency service that can often make a clinically significant difference to patient outcomes, especially in rural areas.

Currently, there are 12 air ambulance service providers across New Zealand with a variety of operating models and cost structures using various trust and commercial models. Helicopters perform almost all pre-hospital emergency missions with fixed-wing aircraft providing the bulk of inter-hospital transfers.

There are currently 20 primary and 14 back-up helicopters used in New Zealand. Annual helicopter mission hours for all emergency services (including search and rescue missions), have steadily grown from 7,000 in 2006 to over 11,000 in 2016. The bulk of these hours (and growth), estimated at around 10,000 hours, is attributed to the air ambulance service. The air ambulance service has been able to grow through a combination of public sector funding and community initiatives to fund local service providers.

The current pre-hospital (emergency) service is contracted by the Ministry and ACC (acting together). The administration of the service is managed by the National Ambulance Sector Office (NASO). The current inter-hospital service is co-ordinated individually by the 20 DHBs. This service model is complex with many parties and providers from different organisations delivering services on a best efforts basis.

The air ambulance service has grown to one that has national significance. It is now a critical part of how we respond to health emergencies in New Zealand, as it is in other OECD countries. We now need to invest further in the service to ensure that it is integrated, sustainable and is provided at a level that is consistent with the performance of air ambulance services around the world.

In 2016, the Ministry, ACC, and DHBs provided an estimated 63 percent of the annual funding, with 37 percent raised regionally by trusts. Each provider is highly reliant on its community to raise funds through donations and sponsorship for the service it provides.

The air ambulance service helicopters are also used for other emergency service missions, for example search and rescue. These are not included in the scope of the procurement, however any solution needs to consider the capacity and capability requirements of the wider rescue service.

In this procurement, NASO will be purchasing helicopter inter-hospital transfers on behalf of the DHBs. Air ambulance fixed-wing services are not included in the scope of the procurement.

1.1.2 About NASO

NASO is jointly funded and governed by the Ministry and ACC. It is based in the Ministry's Wellington Head Office, and is responsible for coordinating the purchasing and funding of services on behalf of the Ministry and ACC for ambulance coordination centres; the emergency road ambulance service; and the pre-hospital (emergency) air ambulance service.

Any reference to NASO's rights or obligations in this RFP are rights and obligations of the Ministry and ACC acting together as Purchasers of Air Ambulance Helicopter Services.

For further information on NASO, please refer to its [website here](#).

1.1.3 NASO Air Ambulance Co-design Project

In mid-2016 NASO set up the Air Ambulance Co-design project between the Ministry, ACC and the 20 DHBs. In September 2016 NASO notified a Notice of Intent (NOI) on the Government Electronic Tenders Service (GETS) informing the market of the intent to procure for the air ambulance service at a future date.

Organisations that registered a NOI and other key stakeholders have been engaged in the co-design process through regional meetings and issues workshops. These discussions have contributed to the service design process to identify issues and solutions. The co-design project has also engaged with a sector-wide Clinical Advisory Group to ensure a best practice patient-centred approach.

Co-Design Project objectives

Key objectives of the co-design project are to:

- develop an air ambulance service that is people-centred, safe, clinically appropriate, integrated, nationally consistent, coordinated and sustainable to contribute to improved patient outcomes
- use a co-design approach to establish national and/or regional service requirements
- use structured market engagement to establish how greater efficiencies can be achieved to improve the sustainability of the service in the long-term
- run an open and competitive procurement process which will enable current and other potential providers to respond to the opportunity to deliver the service into the future.

Outcomes being sought

The outcomes the Air Ambulance Co-design Project is seeking to deliver are:

- **Effectiveness:** to provide patients and communities with equitable access to care with the right skills, in the right place and at the right time.
- **Efficiency:** to efficiently task air ambulance assets to appropriately meet patients social and clinical needs.
- **Risk reduction:** to manage the safety risk posed to patients and staff in the use of an aeromedical service capability.
- **Funding:** to provide equitable, sustainable and transparent funding for the air ambulance service.

Patients are at the centre of defining what an effective new service model looks like – and we want the best possible outcome for every patient who uses the service.

The co-design process identified a number of drivers for redesigning the current service model:

- Patient service quality, clinical outcomes and access is variable across the country
- The sector must modernise to keep up with safety requirements:
 - ageing aircraft

- single engine helicopters that do not meet Civil Aviation Rules and require special dispensation from the Civil Aviation Authority (CAA) to fly over urban areas (i.e., to fly on to hospital heliports)
- crew training requirements
- non-standardised airframes and equipment.
- The service model needs to incentivise clinical standards to be consistently achieved – for example, ensuring paramedics are available when required.
- Resources could be more efficiently coordinated across a small country; particularly pre-hospital and inter-hospital transfer coordination.
- The funding model needs to clearly incentivise the desired outcomes and deliver value-for-money. Community funding is becoming increasingly harder to generate, especially in sparsely populated areas.
- There are increasing compliance requirements with the Health and Safety at Work Act (2015), Civil Aviation Rules including New Southern Sky¹ and fatigue management.
- Information transparency is needed to effectively manage this critical health service and decide on the right road and air ambulance configuration, crew skill level and mix, and aircraft location.

1.1.4 Single Stage Business Case

As part of the Air Ambulance Co-design project, a Single Stage Business Case *Reconfiguration of the National Air Ambulance Service* (business case) was developed that proposes to modernise and integrate the air ambulance service over a 10 year period through a significant service redesign, ensuring compliance with health and safety legislation, Civil Aviation Rules and improving the clinical effectiveness and operational efficiency of the service. This includes bringing the DHB inter-hospital transfer component into the service.

The business case, approved by Cabinet in March 2018, proposed a 10 year service transformation of the sector. Appendix 1 outlines the indicative 10 year programme to reconfigure the national air ambulance service.

It is not considered feasible to introduce the extent of change required through a single procurement round and retain market and service stability and continuity. It will be too disruptive, and introduce too much risk into the system, hence a two-round procurement approach has been adopted.

The approved procurement approach for the service is as follows:

- Procurement Round One (three year contract plus one optional year – 2018–2021/22): The first procurement aims to meet all safety requirements (remove single-engine helicopters, increase clinical crew, and ensure appropriate fatigue management) and enable essential information to be gathered to support the completion of a comprehensive design of the future service and inform the second procurement process. The aim will be a consolidation of regions from the current 12 to three, aligned to the DHB regional structure, to provide greater value-for-money and improve patient outcomes through operational efficiencies.
- Procurement Round Two (five year contract plus five year extension – 2021/22–2031/32): A key objective of the second procurement will be to actively manage the swap out of ageing compliant helicopters to a higher and specified standard. Contracts will be for five years with a five year extension to support the value-for-money requirement during this investment-intensive period. This second stage will require further Cabinet approval before it can commence.

It is intended that a clear long-term strategic direction will be publicly released midway through the term of the first contract (around March 2020). This will be done once better information is gathered

¹ Approved by Cabinet in early 2014, New Southern Sky gives a clear direction on incorporating new and emerging technologies into the aviation system to ensure the safe, cohesive, efficient and collaborative management of New Zealand's airspace and air navigation to 2023.

during the first contract period to inform and define the final integrated service model requirements, including the type of helicopter required; where helicopters will be placed based on where major injury and medical events occur; and access to the most appropriate health services.

1.2 The Opportunity

As outlined in 1.1.4 the procurement approach is being delivered in two procurement rounds. This two-round approach is to ensure continued service and market stability during a period where there will be significant change between the current services and the planned future integrated air ambulance system.

This procurement was approved as part of the business case; however in this RFP final levels of service are subject to approved funding levels.

1.2.1 First procurement round (this RFP)

This procurement is seeking one suitably qualified and experienced supplier of air ambulance helicopter services for each of the three regions defined in this document. Suppliers may propose to supply services for one or more regions.

The first procurement round for an air ambulance helicopter service (this RFP) is to contribute to the national air ambulance service outcomes identified in 1.1.3.

Operationally, and for this procurement, these outcomes translate into the following objectives:

Objective	Description
Safety	Standardising the fleet and increasing resourcing
Compliance	Service meets all statutory obligations and Civil Aviation Rules
Clinical oversight and equity	Greater focus on clinical standards and equity applied in triaging missions and improving variability in clinical outcomes
Integration	Greater integration and alignment of the service with regional road ambulance and wider health services
Funding	Application of common funding principles and greater transparency and accountability in community fundraising and local sponsorship
Data Collection	Comprehensive data collection and reporting in contracts

This RFP is an open, competitive tender, and a single-step procurement process. The procurement process will follow the Government Rules of Sourcing (accessible at <https://www.procurement.govt.nz/procurement/principles-and-rules/government-rules-of-sourcing/>); and will have independent probity oversight.

Historically communities provide support and local Trusts arrange commercial sponsorship for their local air ambulance services. This procurement is structured so that these types of arrangements will continue for the duration of resulting contracts.

Commencement of services, in accordance with the terms of this RFP, is aligned with the expiry date of NASO's current pre-hospital (emergency) service contracts, being 31 October 2018.

1.3 Related and future procurements

1.3.1 National Coordination and Tasking Service

This first procurement round for an air ambulance helicopter service will be supplemented (under a separate RFP) by a procurement for a National Coordination and Tasking Service.

This Service will replace the National Air Desk. The National Air Desk is a two year pilot which ends 31 October 2018. The aim of the pilot is to assess the value of national co-ordination, and centralise and coordinate the dispatch of all air ambulance pre-hospital (emergency) missions. Findings from

this pilot will inform design of the National Coordination and Tasking Service, which will have a broadened scope to include coordination and tasking for helicopter IHT missions.

The National Coordination and Tasking Service will provide oversight, dispatch and clinical support functions to the air ambulance helicopter service. Air ambulance helicopters will be authorised and dispatched by the National Coordination and Tasking Service for ACC and Ministry funded emergency (pre-hospital) missions; and for helicopter inter-hospital transfers.

For the air ambulance helicopter service, the National Coordination and Tasking Service will determine the tasking for all air ambulance helicopter missions, except for flights relating to aircraft maintenance, which may be determined by the Provider.

Successful Respondents are expected to interface and share data openly with the National Coordination and Tasking Service in order to deliver an integrated and effective national air ambulance service.

1.3.2 Second procurement round

Subject to Cabinet approval, the second procurement round for a national air ambulance service will be carried out once the co-design process has been completed. The second procurement builds on the work undertaken in the first procurement to establish an efficient, effective service delivering consistent clinical outcomes. Design will be based on information gathered through implementation and operation throughout the first procurement. Objectives for the second procurement include:

- Fully designed, developed, and integrated national air ambulance operational network.
- National technical and clinical standards for aircraft assets.
- National and consistent funding model.
- Clinical and operational requirements to meet best practice standards.

The second procurement is forecast to be aligned with the expiry of contracts awarded through this procurement process, at which time long-term performance-based contracts will be awarded for a fully integrated national air ambulance system that is reflective of air ambulance service best practice.

Section 2: Instructions for preparing and submitting your Proposal

2.1 Format overview

This RFP contains several key documents. The following table provides an overview of these key documents.

RFP Part	Description
Part 1: Request for Proposals	Part 1 (this document) sets out our Requirements, instructions and the RFP process, terms and conditions.
Part 2: Proposal Response Form – Non Price	This is provided for Respondents to use to complete their Proposal (except for their pricing response).
Part 3: RFP Pricing Template	This document is provided for Respondents to use to submit their pricing.
Part 4: Draft Agreement	The draft Agreement for the Air Ambulance Helicopter Service, by which the Services will be contracted between the Ministry, ACC and the Provider. It is provided for Respondents' review and comment. The draft Agreement contains detailed Service requirements of the air ambulance helicopter service.

2.2 Timeline and events during this RFP

2.2.1 Timeline for Proposal development and submission

The following table provides the timeline for this RFP. All dates and times are dates and times in New Zealand (NZT). Any change in dates and times set out below will be notified via the Government Electronic Tenders Service (GETS).

Procurement Milestone	Approximate Date/Date
RFP published on GETS	26 March 2018
RFP Questions Opens	28 March 2018
Notice of Intention to Respond	13 April 2018
RFP Deadline for Questions	19 April 2018
RFP Deadline for Proposals	7 May 2018 12pm
RFP Evaluation complete in	June 2018
Due diligence complete in	June 2018
Contract Negotiation Complete in	July 2018
Contract Award by	July/August 2018
Debrief unsuccessful providers	August 2018
Provider implementation planning commences	1 August 2018
Planned Agreement Commencement Date	1 November 2018

2.2.2 Notification of intention to respond

Please email airambulance@naso.govt.nz by 13 April 2018 to inform us that you intend to respond to this RFP. This is not required in order to be eligible to respond, however this is requested to assist with NASO's evaluation planning.

Information required is:

- Name of Respondent
- Responsible Person for the Response
- Region/s the Respondent will be tendering for.

2.2.3 Offer validity period and finalisation of the Contract

In submitting a Proposal, the Respondent agrees that their offer will remain open for acceptance by NASO for 12 calendar months from the Deadline for Proposals.

2.3 NASO point of contact and communications during this procurement

2.3.1 Respondent communications with NASO prior to the deadline for proposals

If you have a question about this RFP which arises prior to the Deadline for Proposals, submit your question using GETS. For urgent queries during the procurement process please email our Point of Contact: airambulance@naso.govt.nz.

Please note that it is a breach of the RFP-Terms to seek information through contacts other than our designated Point of Contact or via GETS.

All questions about the RFP should be asked before the Deadline for Questions (although NASO may answer questions after this date at our discretion). See Section 6 (Terms and Conditions) for more information about how NASO manages Respondent questions.

2.3.2 Contacting NASO following the deadline for proposals

GETS cannot be used to communicate with NASO after the Deadline for Proposals. If you need to communicate with us after the Deadline for Proposals (e.g. to inform us of conflict), please email our Point of Contact:

Email: airambulance@naso.govt.nz

2.3.3 Informing you of any changes

If we make any changes to the RFP or the RFP process prior to the Deadline for Proposals, we will notify Respondents by placing a notice on GETS. After the Deadline for Proposals, we will contact you through your point of contact.

2.3.4 GETS support

For help using the GETS system, contact the GETS helpdesk.

Email: info@gets.govt.nz

Phone: 0508 438 743 (0508 GETS HELP); +64 4 9013188

2.4 Submission of your Proposal

2.4.1 Submission method

Submit your Proposal electronically using the GETS system. GETS will acknowledge receipt. Please ensure that:

- your Proposal is submitted on time and is complete (otherwise it may not be accepted)
- all documents provided as part of your Proposal are less than 50.0 MB
- NASO does not anticipate receiving submissions in excess of 150 pages of Respondents content
- you contact NASO's Point of Contact promptly if there are extraordinary circumstances which are preventing submission. Note: A Respondent's technical systems failure or difficulties will not usually be considered 'extraordinary circumstances' for the purpose of considering whether to accept a late Response in accordance with section 6.25.2(ii)
- responses submitted to a person or location other than in accordance with this section will not be considered.

2.4.2 Summary of documents to be submitted

Please note:

- the following table provides an overview of the documents that Respondents must submit
- all content that you would like to be evaluated should be addressed in the main body of your Proposal – please do not provide additional documents or embed hyperlinks.

Document	Instructions
Completed Part 2: Proposal Response Form	Submit your response (excluding price) using the Part 2: Proposal Response Form provided. Please submit in Microsoft word format. Note the requirements to embed certain templates within your response.
Completed Part 3: RFP Pricing Template	Submit pricing separately from your Part 2: Proposal Response Form. Use the pricing template provided in Microsoft Excel format.

Section 3: Our Requirements

3.1 Overview

This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the provision of an air ambulance helicopter service. The Ministry, ACC and the DHBs have defined a number of national aviation, operations, clinical and commercial requirements it is seeking to fulfil through the award of a contract to a Successful Respondent in each of the three (3) regions defined in section 3.5. Suppliers may propose to deliver service to one or more regions. This section outlines these requirements. Full aviation, technical, clinical, operational, and reporting requirements are detailed in Part 4 of this RFP (draft Agreement).

If responding to more than one region, you are requested to fill in a separate submission for each region that you wish to tender for.

3.2 Scope of this RFP

The air ambulance helicopter service is comprised of pre-hospital (emergency) and inter-hospital transfer services.

3.2.1 Pre-hospital (emergency)

The role of the air ambulance service (the pre-hospital (emergency) service) is to function as a support to the road (ground) ambulance service and/or as required to function as a single responding unit. It includes rapidly responding with aviation and clinical crew and equipment to a pre-hospital emergency and transporting the patient to a hospital or place of definitive care.

The Aircraft must become airborne in a short time frame (ideally within 10 minutes) and tasking may occur in a variety of weather conditions, day or night and may require dispatch of personnel into remote and inaccessible terrain.

The aircraft must have the ability to carry a minimum of two (2) stretcher patients, in addition to the Flight Crew and Clinical Crew with an indicative weight of each personnel of 90kg plus their equipment.

Destinations for these tasks could be anywhere within or outside the specified Region.

3.2.2 Inter-hospital transfers

The inter-hospital transfer (IHT) service is to provide rapid transport of time-critical, medical, surgical and trauma patients to a place of definitive care (more appropriate or better equipped hospitals).

The tasks require an ability to become airborne from the hospital heliport in a short time frame with the appropriate clinical team and equipment (less than 60 minutes), and may occur in a variety of weather conditions, day or night.

The ability to carry one (1) stretcher patient and up to two (2) seated Clinical Crew, a single Flight Crew and Pilot with an indicative weight of these personnel being in the order of 90kgs each plus their equipment. The retrieval Aircraft should be capable of loading and carrying an additional 257kgs including a Neonatal cot and associated equipment and reaching the destination hospital in less than 120 minutes.

Destinations for these tasks are DHB public hospitals and the aircraft should have the ability to fly up to 200 nautical miles with the requisite load in day, night or bad weather with appropriate fuel reserves.

For the Northern region, the Provider must be able to provide the service to support the national paediatric intensive care unit (PICU) and the national extracorporeal membrane oxygenation (ECMO) service, to support the service contracted by Auckland DHB on behalf of all DHBs.

3.3 Out of scope

The services that are out-of-scope in this procurement are:

Service Attribute	Description
Services	<ul style="list-style-type: none"> Pre-hospital (emergency) services carried out by fixed-wing aircraft Inter-hospital transfer services carried out by fixed-wing aircraft
Assets	Aviation, clinical or operational assets e.g. aircraft, aircraft fit-outs, hangar fit-outs
Infrastructure	Undeveloped property or established property incorporating heliports, hangars etc.
National co-ordination and tasking	Co-ordinating and assigning the most appropriate air ambulance helicopter service to attend an accident/incident or transfer of a patient between medical facilities. This function will be procured by NASO in a separate procurement
Search and Rescue missions	For the avoidance of doubt, any service that the Respondent provides to New Zealand Police, New Zealand Search and Rescue, or any other external third party to this Agreement falls outside the scope of these services

3.4 Capability required

We are seeking Respondents that demonstrate their expertise and experience in all commercial, technical, clinical and operational aspects of the air ambulance helicopter service in order to deliver on the key objectives we seek for this service:

Objective	Description
Safety	Standardising the fleet and increasing resourcing
Compliance	Service meets all statutory obligations and Civil Aviation Rules
Clinical oversight & equity	Greater focus on meeting clinical standards and equity applied in triaging missions and reducing regional variability in patient outcomes
Integration	Greater integration and alignment of regional air ambulance services with the regional ambulance services and wider health system
Funding	Application of common funding principles and greater transparency and accountability in community fundraising and local sponsorship
Data Collection	Comprehensive data collection and reporting in contracts

Respondents must clearly demonstrate their ability and experience to deliver a solution to the requirements, and the timeframes in which they will deliver it.

Successful Respondents must be able to commence service on 1 November 2018.

3.5 Contracted regions

There are twenty DHBs throughout the country, within four regional areas that co-ordinate and collaborate on a number of clinical, operational and administrative matters. These DHB regional areas are geographically grouped as follows:

- Northern: Northland, Waitemata, Auckland, Counties Manukau
- Midland: Waikato, Taranaki, Tairāwhiti, Lakes, Bay of Plenty
- Central: Hawkes Bay, MidCentral, Whanganui, Wairarapa, Hutt Valley, Capital and Coast
- South Island: Nelson Marlborough, West Coast, Canterbury, South Canterbury, Southern.

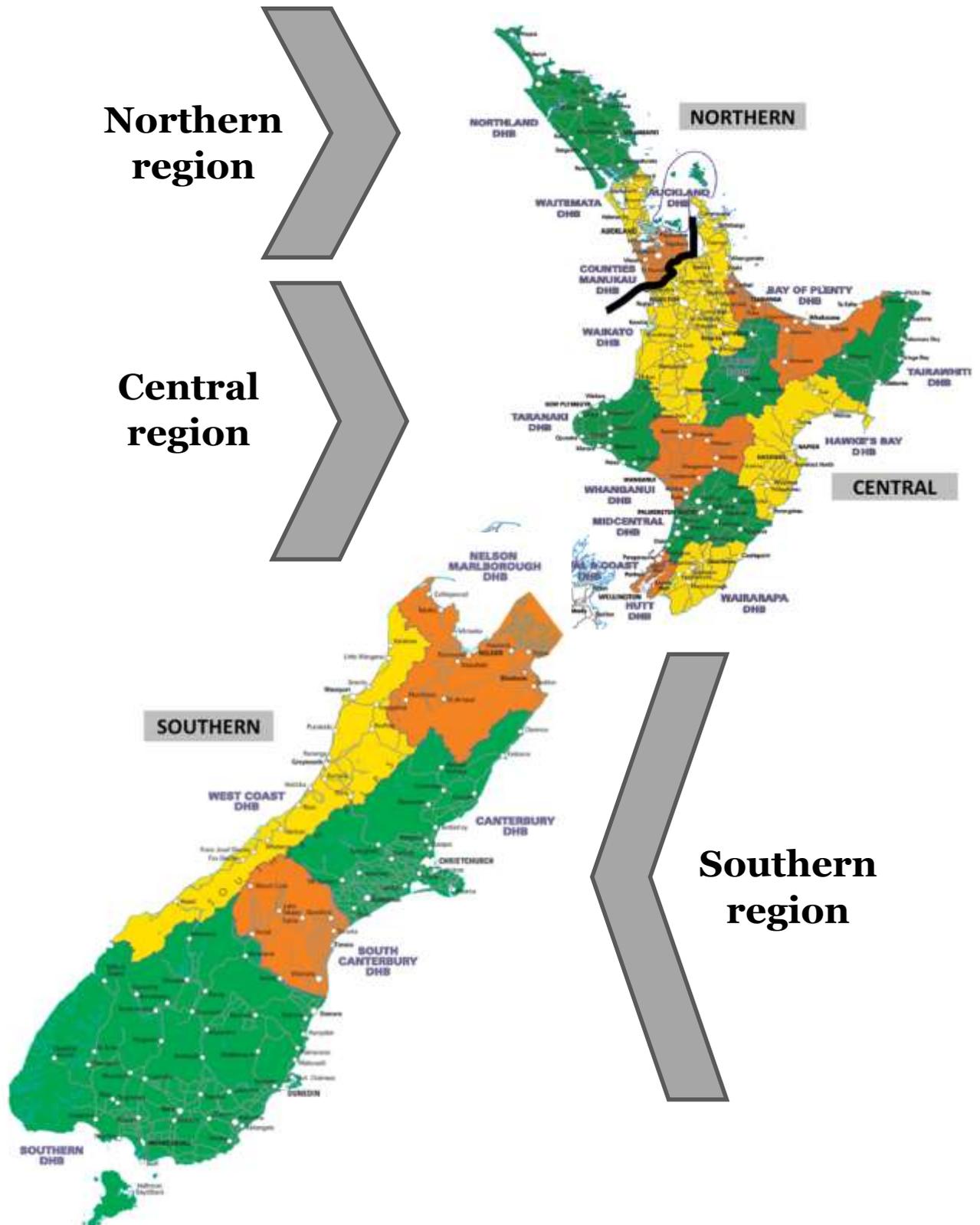
Using the DHB regional boundaries to set the regional boundaries offers the benefit of aligning and integrating the air ambulance helicopter service with established working relationships between DHBs. It provides the best opportunity for the market to commence with the introduction of an integrated service.

New Zealand's air ambulance helicopter service has been divided into three non-exclusive operating regions that are aligned with the regional DHB structure. This approach has been adopted to facilitate the best possible clinical care and outcomes for the patient. The Midland and Central regions have been combined into one air ambulance helicopter region to address lower activity levels and generate economies of scale.

The three operating regions that will be procured in this procurement round are tabulated as:

Contract Region	Area	DHBs
Northern	North Island, taking in <i>Northland</i> <i>Auckland</i>	Northland Waitemata Auckland Counties Manukau
Central	North Island, taking in <i>Waikato,</i> <i>Bay of Plenty</i> <i>Gisborne</i> <i>Hawkes Bay</i> <i>Taranaki</i> <i>Central North Island</i> <i>Greater Wellington region</i>	Waikato Bay of Plenty Tairāwhiti Lakes Taranaki Hawkes Bay Whanganui MidCentral Wairarapa Hutt Capital & Coast
Southern	South Island	Nelson Marlborough West Coast Canterbury South Canterbury Southern

The figure below provides an overview of the geographical regions representing the DHB regions that will be covered in each regional contract.

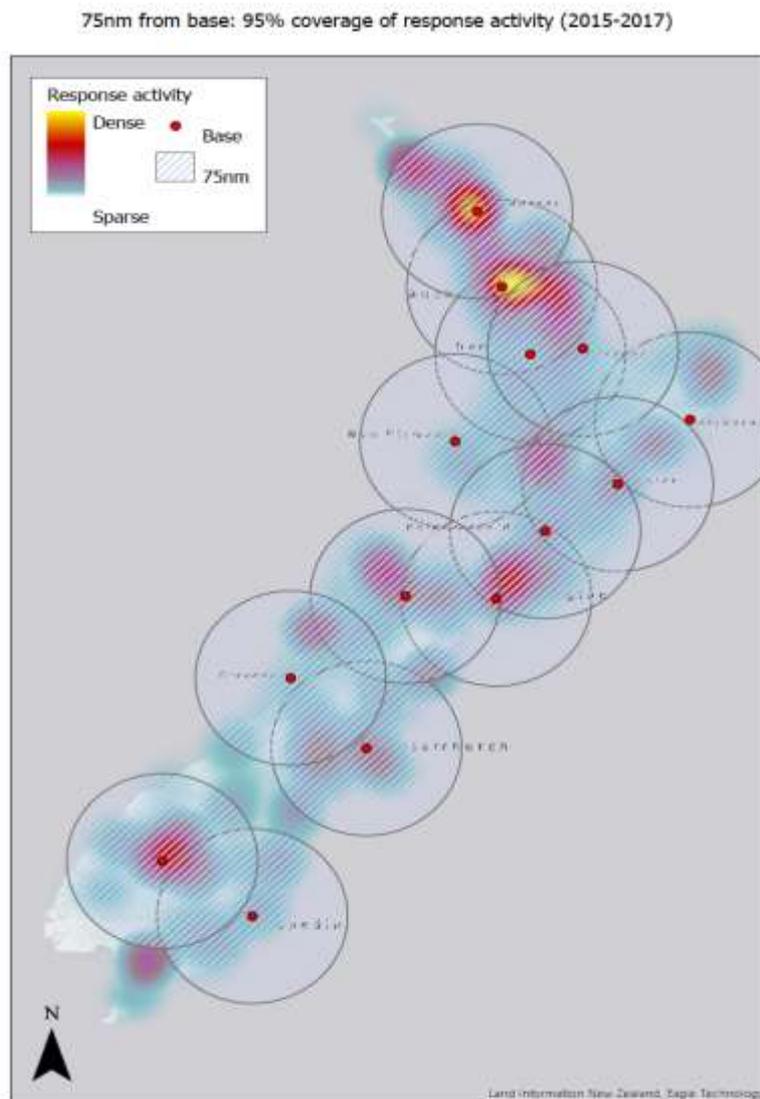


NASO is seeking to achieve a 95 percent geographical coverage based on 75 nautical miles from the identified bases. This coverage has been determined based on historical mission activity.

The identified Bases for this procurement are:

Contract Region	Bases
Northern	Whangarei Auckland
Central	Hamilton Tauranga New Plymouth Hawkes Bay Palmerston North Wellington
Southern	Nelson Greymouth Christchurch Queenstown Dunedin

The figure below illustrates the 95 percent coverage from bases that currently provide Services.



3.6 Purchasers of the service

The air ambulance helicopter service is funded by different government agencies, depending on the type of air ambulance service provided. The type of air ambulance service and corresponding funder is tabulated below as:

Service	Funder
Pre-hospital emergency (injury)	Accident Compensation Corporation (ACC)
Pre-hospital emergency (medical incident)	Ministry of Health
Inter-hospital transfer	District Health Boards and ACC (within 24 hours)

Current government funding is supplemented by Provider fundraising and sponsorship. Similar arrangements are expected to continue for the duration of Agreements executed as part of this procurement.

The parties to the Agreement for the Air Ambulance Helicopter Service will be ACC, the Ministry of Health (being the Purchasers), and the successful Respondent(s) chosen through this procurement.

The Ministry's responsibility under the Agreement will be for the medical related pre-hospital (emergency) component (currently managed by NASO) and the helicopter IHT component on behalf of DHBs. ACC will continue to be responsible for the pre-hospital injury related component (currently managed by NASO) and IHTs involving the transfer of a client from one treatment facility to a higher level of care within 24 hours of suffering a personal injury or within 24 hours of being found after suffering a personal injury (whichever is later). NASO will continue to manage the service on behalf of the Ministry and ACC.

DHBs will access IHT services through the Agreement. The relationship between the Ministry and DHBs and the funding mechanism for IHTs will be defined outside of this Agreement.

3.7 Capacity required

The table below uses "skids on skids off" (SOSO) hours as the basis for forecast demand. This is a change from the current basis, which was "rotors in motion" (RIM) hours. A factor of 100 RIM hours = 90 SOSO hours has been used for per hour costs and mission hours to convert historic demand and costs.

The table below shows Year 0 (zero) forecast demand by contracted region at contract commencement, which equates to around 10,000 RIM hours nationally. This demand is indicative only and provided as a guide for planning purposes. Variable costs relating to hours/missions flown will be paid on a demand driven basis. Further information regarding demand and forecasting is provided in Part 3 of the RFP (Financial Response).

Demand (SOSO hours Year 0)	Total (SOSO)
Northern Region	2,297
Midland/Central Region	2,403
Southern Region	4,267
Total SOSO Hours	8,967
<i>Percentage of Hours</i>	<i>100%</i>

3.8 Key requirements and standards

The services are required to be provided to (at least) minimum aviation, clinical and operational standards and requirements. Key service requirements are:

Service	Standard/attribute
Aircraft engine	Helicopters - twin engine
Aircraft Performance	Performance Class 1 (PC1)
Airframes	Airframe in accordance with Civil Aviation Rules
Airframes – aviation fit-out	Fit-out in accordance with air ambulance Standards (identified below) and Technical Specification: Helicopters (in Part 4: Agreement for the Air Ambulance Helicopter Service)
Airframes – clinical fit-out	Fit-out in accordance with air ambulance clinical Standards (identified below) and the Service Specification and Technical Specification: Helicopters (in Part 4: Agreement for the Air Ambulance Helicopter Service)
Navigation standards	Either visual flight rules (VFR) with instrument flight rules (IFR) capability to meet night vision goggles (NVG) requirements or IFR
Service Level	<p>The service is available 24 hours a day, seven days a week inclusive of statutory and public holidays, and have contingency services in place for back-up in the event of their inability to provide the Service for any reason</p> <p>Target time to skids/wheels off for pre-hospital emergency tasking:</p> <ol style="list-style-type: none"> 1. Daylight (Tasking occurs between 0800 to 1800): median 10 minutes of tasking 2. Night (Tasking occurs between 1800 and 0800): median 20 minutes of tasking <p>Target time to skids/wheels off for urgent IHT tasking :</p> <ol style="list-style-type: none"> 1. 30 minutes to pick-up on hospital heliport 2. 120 minutes to destination hospital. <i>[Guide – to be finalised at time of finalising the draft Agreement]</i>
Pilot / crew rotation	In accordance with CAA fatigue management requirements and service provider's Safety Management Systems (SMS)
Pilot / Crew Standards	Member of Ambulance New Zealand and compliance with New Zealand Aeromedical/Air Rescue Standard ²
Clinical Standards	<ul style="list-style-type: none"> • Ambulance and paramedical services NZS8156 plus additional requirements outlined in Part 4 of this RFP (Proposed Agreement for the Air Ambulance Helicopter Service) • New Zealand Aeromedical/Air Rescue Standard¹ • Australasian College for Emergency Medicine (ACEM), Australasian and New Zealand College of Anaesthetists (ANCA) and College of Intensive Care Medicine of Australia and New Zealand (CICM) Guidelines for the Transport of Critically Ill Patients PS522015:2015

² Refer to the most recent version published on the Ambulance New Zealand website
<http://www.ambulancenz.co.nz/standards/>

Service	Standard/attribute
	<ul style="list-style-type: none"> College of Air and Surface Transport Nurses, New Zealand Nurses Organisation (NZNO):2016 NZNO, NZ Flight Nurses Skills and Competency Framework:2014
Funding	<p>Funding model is split into fixed and variable costs</p> <p>Total costs to provide services is offset by (declared and committed) Provider arranged private sector contribution through fundraising and sponsorship</p>

Full requirements are detailed in the schedules included in Part 4 of this RFP (draft Agreement for the Air Ambulance Helicopter Service):

- Schedule 1: Quick Reference Information
- Schedule 2: General Terms and Conditions
- Schedule 3: Quality Standards
- Schedule 4: Monitoring and Evaluation
- Schedule 5: Reporting
- Schedule 6: Prices, Payment and Terms
- Schedule 7: Terms and Conditions Specific to the Ministry of Health and District Health Board Related Services
- Schedule 8: Terms and Conditions Specific to ACC Related Services
- Service Specification: Air Ambulance Helicopter Service
- Technical Specification: Helicopter.

3.9 Reporting requirements

A key requirement for this procurement is for Successful Respondents to provide relevant data to inform the on-going co-design process to develop an integrated national air ambulance service.

Reporting Requirements include data requirements as well as reporting against performance measures. These requirements can be found in Part 4 of this RFP (Proposed Agreement for the Air Ambulance Helicopter Service).

3.10 Additional documents about the Requirements

There are several key standards referred to in the Requirements. Links to access these are provided below:

- [Civil Aviation Rules and Standards](#)
- [Ambulance and paramedical services NZS8156:2008](#)
- [New Zealand Aeromedical / Air Rescue Standard](#)
- [Australasian College for Emergency Medicine \(ACEM\), Australasian and New Zealand College of Anaesthetists \(ANCA\) and College of Intensive Care Medicine of Australia and New Zealand \(CICM\) Guidelines for the Transport of Critically Ill Patients PS522015:2015](#)
- [College of Air and Surface Transport Nurses, New Zealand Nurses Organisation \(NZNO\):2016 NZNO, NZ Flight Nurses Skills and Competency Framework:2014](#)

Section 4: The Proposed Agreement

A copy of our Proposed Agreement for the Air Ambulance Helicopter Service is provided as Part 4 of the RFP. Please note that this is indicative only and may be amended.

The term of the Proposed Agreement is:

- an initial term of three (3) years, followed by
- one optional extension period of twelve (12) months). This extension period will be at NASO's sole discretion and be subject to the extent of progress the co-design project has made in concluding national air ambulance service design.

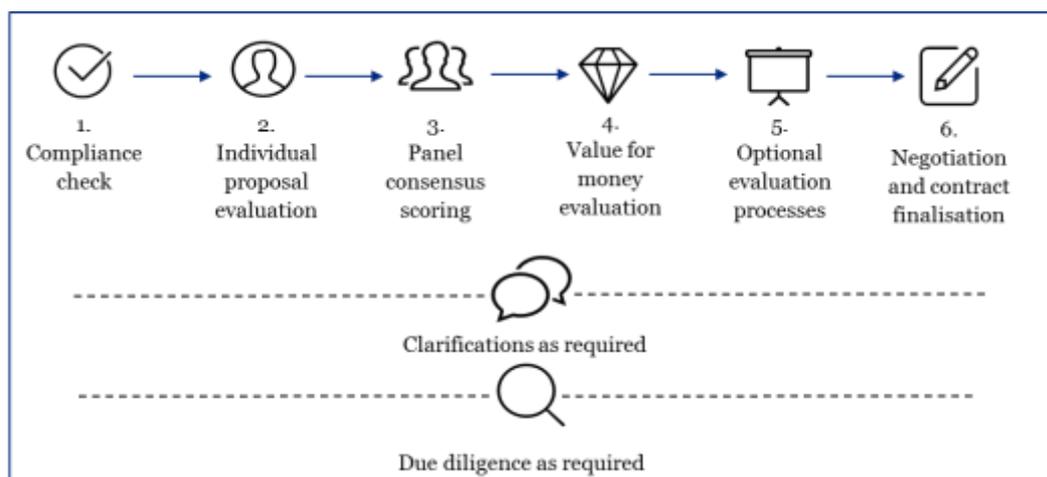
The commencement date will be 1 November 2018 and the expiry date will be 31 October 2021. If the contract extension is exercised by NASO, then the amended contract expiry date will be 31 October, 2022. The intent is to sign one contract for each one of the three regions.

In submitting your Proposal you must let us know if you wish to question and/or negotiate any of the terms or conditions in the draft Agreement, or wish to negotiate new terms and/or conditions. The Proposal Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the draft Agreement in full.

Section 5: Evaluation Approach and Selection Processes

5.1 Selection process overview

The following diagram provides an overview of our general approach to selecting the Successful Respondent. Further explanation is provided about each step in the rest of this section.



5.1.1 Compliance check

We will check that your Proposal is complete and is received on time. Late or incomplete Proposals may be excluded. A decision on appropriate actions to be undertaken (if any) in relation to any gaps identified will be taken in consideration of advice from the Probity Auditor.

We will also check that your Proposal meets the following conditions. If you do not meet these conditions, your Proposal will not be evaluated.

Submission Conditions

Proposal is submitted on time.

Proposal is complete and submitted in the correct format.

5.1.2 Evaluation criteria

The key factors that will drive the success of Respondents include:

- substantial experience in providing air ambulance helicopter services in New Zealand or environments similar to New Zealand
- aircraft that are compliant with Civil Aviation Rules and aeromedical clinical needs
- sufficiently qualified clinical and aviation staff, or ready access to such staff, to deliver the services
- supplier owned or leased infrastructure that enables services to be provided in accordance with the aviation, clinical and operational requirements
- have established relationships, or have the experience to quickly develop comprehensive relationships, in a complex emergency health environment.

Following the initial compliance and essential criteria assessment, evaluation of all Proposals will be carried out in accordance with the following weighted and non-weighted criteria. Part 2 of the RFP (Provider Response Form) provides further information on these criteria, and the questions related to each criteria. NASO may use information provided in response to one section of the Provider Response Form in the evaluation of other criteria.

Description	Criteria weighting
Essential Criteria	Pass/Fail
Company Profile	Non Weighted
Scenario analysis	9 percent
Aviation technical standards/requirements	24 percent
Clinical standards/requirements	22 percent
Business / operational requirements	17 percent
Organisation capability	17 percent
Fleet & maintenance	11 percent
Establishment and Implementation	Non Weighted
Commercial / Pricing	Non Weighted
Contract compliance	Non Weighted

Brief description of the evaluation criteria

Essential criteria:	The Essential Criteria are identified at Section 3.1 of Part 2. Standards and/or requirements that the Respondent must meet in order to be evaluated. Failure to meet these criteria may result in the proposal being disqualified. This is sometimes called pre-qualification criteria.
Company profile:	Full Company details.
Scenario Analysis:	Pre-hospital (emergency) and inter-hospital transfer operational scenarios that reflect typical New Zealand operational environments.
Aviation technical standards:	Aviation standards and requirements relating to aircraft assets and infrastructure.
Clinical standards:	Clinical standards and requirements relating to aircraft assets, infrastructure and service delivery.
Operational requirements:	Operational standards and requirements relating to end-to-end service delivery.
Organisational capability:	The extent of capable and experienced resources to provide the services (either employed as permanent staff or outsourced resources) with pre-requisite clinical, technical and/or operational skills.
Establishment & Implementation:	All activities required to establish and commence services by the commencement date of the agreement.
Fleet & maintenance:	Aircraft fleet list and planned maintenance programme/availability for each aircraft.
Commercial / Pricing:	Pricing model and schedule including fixed costs, variable costs, change control and Respondent cost apportionment.
Contract compliance:	Extent to which the Respondent will comply with NASO contracts.

5.1.3 Evaluation scoring scale

Evaluation against the evaluation criteria will be supported by the following scoring scale. The scoring scale gives a sense of the features commonly considered when assessing Proposals. This does not limit the range of relevant considerations that we may take into account in evaluating your Proposal against our evaluation criteria.

Score	Descriptor	Detail
10	Excellent Response	<ul style="list-style-type: none">Full and detailed responses which demonstrate that they will significantly exceed requirements; and proposes value add, additional benefits and or demonstrates flexibility in meeting requirements
8 - 9	Very good response	<ul style="list-style-type: none">Meets and exceeds the requirement in most aspects; and demonstrates a thorough understanding of requirements and business drivers / issuesDemonstrates added value or benefits

Score	Descriptor	Detail
6 - 7	Above average	<ul style="list-style-type: none"> Has responded adequately and shown an understanding of the requirements to an acceptable level Exceeds the requirements in a few areas
5	Average Response	<ul style="list-style-type: none"> Meets the requirements and no more than that. Would be an acceptable response
3 -4	Below average response	<ul style="list-style-type: none"> Marginally fails to demonstrate that it meets requirements The Respondent fails to demonstrate an understanding of the business drivers or issues
1 -2	Poor response	<ul style="list-style-type: none"> Requirements only partially addressed or met Question responses minimal or absent
0	Very poor non-compliant	<ul style="list-style-type: none"> Requirement not met to any degree by the Response.

5.1.4 Best and final offer

Respondents are invited to submit their best offer in accordance with the Financial Response Template provided as Part 3 of this RFP.

Preferred Respondents may then be invited by NASO to submit a best and final offer in relation to all or certain aspects of their respective Proposals.

NASO is under no obligation to give Respondents the opportunity to submit a best and final offer. If NASO chooses to give Respondents the opportunity to submit a best and final offer, it is under no obligation to give notification before the Tender Closing Date that such opportunity will be given.

Notwithstanding the possibility that NASO may give Respondents the opportunity to submit a best and final offer, Respondents should be aware that NASO will, in conducting its evaluation of Proposals, rely on all information (including all representations) contained in such Proposals. Respondents are therefore encouraged to submit their best and final offers in the first instance.

5.1.5 Alternative Proposal

An Alternative Proposal will only be considered if the Respondent complies with the requirements in respect to Alternative Proposals as set out in this Section 6 clause 6.5.1.

If meeting these conditions, the Alternative Proposal will be assessed using the same evaluation criteria as conforming Tenders, particularly with respect to the ability and extent of meeting the defined operational requirements and specifications in this RFP.

Where an Alternative Proposal is proposed by a Respondent, the Respondent should:

- justify the proposed alternative proposal with explicit reasons
- demonstrate that the alternative proposal is more beneficial to NASO in terms of overall best value-for-money than that specified in the RFP
- explain the financial impact (including both the impact on price and the impact on the Respondent's costs) and any other consequence of the alternative proposal relative to the solution that conforms to the specified requirements in the RFP.

Subject to this paragraph, NASO may, at its absolute discretion, accept into or exclude from the evaluation process any Alternative Proposal proposed by a Respondent.

5.1.6 Evaluation process

The following detailed evaluation process will apply to all proposals received from Respondents.

Step One: Essential Criteria

A compliance check against the essential criteria will be undertaken and non-compliances (if any) will be recorded. A decision will be made on whether evaluation of the proposal may proceed based on the extent of non-compliance. It will include whether the proposal is rejected from any further consideration or if any further action is required. This will be done in consideration of advice from the Probity Auditor.

Step Two: Individual evaluation

Non-priced tender response information relating to all conforming proposals only will be independently evaluated by the non-price evaluation panel.

Probity Auditor Review - All individual non-moderated scores of all proposals will be consolidated into a single dataset and be subject to review by the Probity Auditor prior to joint evaluation / moderation. The Probity Auditor will act as an independent observer of the procurement process and will not evaluate any responses received by NASO to this RFP.

Step Three: Moderation/panel consensus

All evaluators and the Probity Auditor will meet and moderate individual evaluation grading and seek a consensus view. The final moderated scores for each proposal cannot be changed and will contribute to the value-for-money evaluation detailed below.

This process will be repeated for each proposal received for each region.

Step Four: Non-price close-out

In consideration of Advice from the Probity Auditor it will be determined whether any proposals are excluded from further consideration based on the findings and recommendations of the evaluation panel and any other relevant policies and requirements applicable to the process.

Step five: Priced evaluation

All tender pricing is released to the financial evaluation panel for capturing and evaluating.

The pricing evaluation steps will include but not necessarily be limited to:

1. tabulate the total annual Fixed Payments and Flying Hour Payments to provide the service (Total Cost of Service)
2. reduce the Total Cost of Service by the annual financial contribution of the Respondent (Donations and Sponsorships). This will result in the annual Total Cost to NASO
3. evaluate the year 1 Total Cost to NASO, and then evaluate the total cost to NASO over the potential 4-year term based on service growth rates
4. evaluate other financial information and commercial information provided by the Respondent
5. where appropriate, carry out price sustainability assessment and any other financial/commercial evaluation required as necessary.

Step Six: Value-for-money evaluation

Final assessment, analysis and moderation of all non-priced and priced responses will be carried out by the evaluation team, and overseen by the Probity Auditor, to determine the best overall value-for-money Proposal. This process will balance weighted and non-weighted criteria, price, qualitative criteria and extent of non-compliance / deviations to NASO requirements and whole-of-life aspects of the contract. All Proposals will be ranked to determine the preferred respondent.

Please note:

Value-for-money evaluation may also include:

- consideration of benefits, risks and costs to NASO operations, including costs incurred to transition to and implement new services and Provider
- the sustainability of the pricing over the term of the contract
- the impacts of any proposed changes to our contract and assumptions made.

Step Seven: Respondent presentations (Optional)

It may be determined that further information or presentations from preferred Respondent(s) are necessary before making a final recommendation. The respondent presentations will be structured so that clarifications and questions will be consistently applied to all Respondents shortlisted for presentations.

There is no obligation on NASO to invite presentations from any or all Respondents.

Step Eight: Select preferred Respondent

The evaluation panel will determine if it can recommend a proposal and preferred respondent for each region, and if so, it will be recommended to progress with negotiation and, if negotiations are successful, contract award.

5.1.7 Sustainable pricing test

In the event a Respondent's price for a contract is outside of our non-disclosed estimate price range, NASO may apply the sustainable pricing test.

Estimated Price Range

NASO may apply the sustainable pricing policy where the preferred Respondent's annual unadjusted price:

- is 10 percent or more below what NASO is currently paying for the provision of those services/ or equivalent services at the time the tender period closes, and/or
- the annual unadjusted price appears inconsistent / in conflict with the range of Respondents' prices submitted in relation to the same tender.

NASO will also have regard to the sustainability of prices submitted for contract variation rates where contract variation rates nominated by the preferred respondent:

- appears inconsistent with the range of variation rates submitted in relation to the services, and/or
- the variation rates are likely to have a material impact on the financial assessment and selection of a preferred Respondent.

Tender Pricing - review

In the event a Preferred Respondent's price is outside of the non-disclosed estimate price range then NASO may request that the Respondent agrees to allow a suitably qualified and mutually agreed independent third party to confidentially review:

- how the Proposal has been priced, and
- the likelihood of the Respondent being able to sustain the bid price over the life of the contract and meet the requirements of the contract and obligations outlined in the Respondent's Proposal.

The role of the independent third party is to provide an opinion to NASO regarding the sustainability of the bid price relative to the requirements of the contract and obligations outlined in the Respondent's proposal only. Any information considered confidential by the Respondent would not be disclosed to NASO.

The purpose of the price sustainability test is to ensure contracts are priced competitively and sustainably. However, it is not intended to prevent or limit the ability of Respondents to bid strategically provided the services can be delivered over the life of the contract to the required standards.

NASO will reserve the right to put aside any Proposal under the following circumstances if the:

- bid price is considered likely to be unsustainable over the life of the contract
- respondent does not agree to the aforementioned review
- review cannot be completed within a specified timeframe for any reason, having regard to the maximum amount of time that may be available to undertake the review without unduly compromising contract lead-in times.

5.1.8 Other due diligence

In addition to reviewing your due diligence declaration in the Proposal Response Form and speaking to your nominated referees, we may assess additional information to verify that it is appropriate for us to proceed to contract, including assessing the financial viability of your organisation.

We may take into account any information from any source (including information held by NASO) and conduct due diligence at any time during the selection process.

We may exclude a Respondent at any time if there is evidence of a good reason to do so, or take the information attained into account during the selection process. Please refer to the RFP-Terms for more information.

5.1.9 Negotiation and Contract finalisation

NASO may invite one or more Respondents to negotiate with NASO.

Following a successful conclusion of negotiations and finalisation of a Contract, the outcome will be published on GETS.

Section 6: RFP Process, Terms and Conditions

Standard RFP process

6.1 Preparing a Proposal

- 6.1.1 Respondents are to use the Proposal Response Form provided and include all information requested by NASO in relation to the RFP.
- 6.1.2 By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP - Terms) contained in this Section 6.
- 6.1.3 Each Respondent will:
- i. examine the RFP and any documents referenced in the RFP and any other information provided by NASO
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that NASO or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- 6.1.4 There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

- 6.2.1 Proposals are to remain valid and open for acceptance by NASO for the Offer Validity Period.

6.3 Respondents' Questions

- 6.3.1 Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s, Respondents should seek clarification before the Deadline for Questions.
- 6.3.2 All requests for clarification must be made using GETS or by email to NASO's Point of Contact (refer to the process for asking questions about the RFP that is set out in Section 2 clause 2.3).
- 6.3.3 NASO may provide details of the question and answer to other Respondents. In doing so NASO may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer will be posted on GETS. A Respondent may withdraw a request at any time prior to NASO posting the question and answer.
- 6.3.4 In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. NASO will not publish such commercially sensitive information. However, NASO may modify a request to eliminate such commercially sensitive information, and publish this and the answer where NASO considers

it of general significance to all Respondents. In this case, the Respondent may be given an opportunity to withdraw the request or remove the commercially sensitive information.

6.4 Submitting a Proposal

6.4.1 Each Respondent is responsible for ensuring that its Proposal is lodged on GETS before the Deadline for Proposals. GETS will acknowledge receipt of each Proposal.

6.4.2 NASO intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with NASO, each Respondent must ensure that all information it provides to NASO is:

- i. true, accurate and complete, and not misleading in any material respect
- ii. does not contain Intellectual Property that will breach a third party's rights.

6.4.3 The following applies to this two envelope RFP process:

- i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
- ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by NASO)
- iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.

6.4.4 If after submitting a Proposal a Respondent notices an inaccuracy in its Proposal, it must notify NASO's Point of Contact immediately. The Respondent must also notify NASO's Point of Contact during the RFP process if it becomes aware of relevant or material information in the Proposal that has changed since the time the Proposal was submitted.

6.5 Alternative Proposals

6.5.1 A Respondent may submit an Alternative Proposal. However, an Alternative Proposal will only be considered by NASO if the Respondent has submitted a conforming Response and the Respondent complies with all of the proposal submission and evaluation requirements set out in this RFP document.

6.6 Evaluation panel

6.6.1 NASO will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, NASO may consult or invite independent advisors or NASO advisors to evaluate any Proposal or any aspect of any Proposal, or to make decisions that may influence the outcome of the RFP (such as the preferred service mix).

6.6.2 As panel members and advisors are chosen for their relevant expertise and experience, they may have some previous knowledge of Respondents or experience with the Respondents in a professional capacity. Panel members and advisors may apply this knowledge to the evaluation or due diligence processes. Names of the panel members will be kept confidential and not provided to Respondents or any other third party.

6.7 Third party information

6.7.1 Each Respondent authorises NASO to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous

or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.

- 6.7.2 Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- 6.7.3 To facilitate discussions between NASO and third parties, each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

6.8 NASO's clarification

- 6.8.1 NASO may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. NASO is not required to request the same clarification or information from each Respondent.
- 6.8.2 The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. NASO may take such clarification or additional information into account in evaluating the Proposal.
- 6.8.3 Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, NASO may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

6.9 Evaluation

- 6.9.1 A general description and overview of NASO's evaluation and selection processes is set out in Section 5. NASO may amend this process, including expanding or reducing aspects of the evaluation and selection process, as NASO considers appropriate in the circumstances.
- 6.9.2 NASO bases its evaluation on the Proposals submitted in response to the RFP, but may also adjust its evaluation of a Proposal following consideration of any clarification, relevant additional information, or due diligence.
- 6.9.3 While the weighted evaluation criteria set out in Section 5 are provided to support Respondents to develop their Proposals, NASO's decision regarding the preferred Respondent/s to award the Contract may take into account any additional matters or information relevant to determining which Respondent/s both:
 - i. demonstrate full understanding of the Requirements, and capability to fully deliver the Requirements and meet the terms and conditions of the draft Agreement, and
 - ii. offer the best value-for-money over the whole-of-life of the goods or services (or, if price is the only criterion, offer the lowest price).
- 6.9.4 Additional matters or information NASO may take into account include, but are not limited to:
 - i. the results from reference checks, site visits, product testing, health and safety reviews, and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the draft Agreement
 - iii. any matter that materially impacts on NASO's trust and confidence in the Respondent
 - iv. any other relevant information that NASO may have in its possession.

6.9.5 While NASO is still in the process of evaluating Proposals or negotiating a Contract, NASO generally will not make public the names of shortlisted or preferred Respondents.

6.10 Negotiations

6.10.1 NASO may invite any Respondent/s to enter into negotiations.

6.10.2 NASO may initiate consecutive or concurrent negotiations with more than one Respondent. Where NASO decides to enter concurrent negotiations regarding competing Proposals, NASO will hold separate negotiation meetings in relation to each Proposal.

6.10.3 Where the outcome or state of negotiations is unsatisfactory to NASO, it may discontinue (for a period) or end negotiations with any Respondent/s, and may initiate negotiations with any other Respondent/s.

6.10.4 Being invited to enter negotiations, or participating in negotiations, does not constitute acceptance by NASO of the Respondent's Proposal or imply or create any obligation on NASO to award a Contract for delivery of the Requirements to any Respondent/s.

6.11 Respondent's debrief

6.11.1 NASO will offer all Respondents the opportunity to request a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, NASO will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed by all parties, whichever is later.

6.11.2 The debrief may be provided by letter, email, phone or at a meeting. The debrief will:

- i. provide the reasons why the Proposal was or was not successful
- ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
- iii. indicate the Proposal's relative strengths and weaknesses
- iv. explain, in general terms, the relative advantage/s of the successful Proposal
- v. seek to address any concerns or questions from the Respondent
- vi. seek feedback from the Respondent on the RFP and the RFP process.

6.12 Notification of outcome

6.12.1 At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed by all parties, NASO will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. NASO may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, NASO will publish a Contract Award Notice on GETS.

6.13 Issues and complaints

6.13.1 A Respondent may, in good faith, raise with NASO any issue or complaint about the RFP, or the RFP process at any time.

6.13.2 NASO will consider and respond promptly and impartially to the Respondent's issue or complaint.

6.13.3 Both NASO and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.

6.13.4 The fact that a Respondent has raised an issue or complaint will not be used by NASO to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.

Standard RFP conditions

6.14 NASO's Point of Contact

- 6.14.1 All communications regarding the RFP must be made via GETS or directed to NASO's Point of Contact (refer to Section 2.3). Respondents must not directly or indirectly approach any other Ministry, ACC or DHB representative or person related to NASO to solicit information concerning any aspect of the RFP.
- 6.14.2 Only the Point of Contact, and any other person authorised by NASO by notice on GETS or by email to the Respondent, are authorised to communicate with Respondents regarding any aspect of the RFP. NASO will not be bound by any statement made by any other person.
- 6.14.3 NASO may change the Point of Contact at any time. NASO will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- 6.14.4 Where a Respondent has an existing contract with NASO then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts (unless otherwise advised in writing by NASO). Respondents must not use business as usual contacts to lobby NASO, solicit information or discuss aspects of the RFP.

6.15 Conflict of Interest

- 6.15.1 Each Respondent must complete the Conflict of Interest declaration in the Proposal Response Form and must immediately inform NASO should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP, or being required to agree to an appropriate process for managing the Conflict of Interest as a condition of further participation in the RFP process.

6.16 Ethics

- 6.16.1 Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of NASO in relation to the RFP.
- 6.16.2 A Respondent who attempts to do anything prohibited by clauses 6.16.1 and 6.17.1 may be disqualified from participating further in the RFP process.
- 6.16.3 NASO reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.17 Anti-collusion and bid rigging

- 6.17.1 Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with NASO. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- 6.17.2 NASO reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.
- 6.17.3 A Joint Proposal must not be used as a cover for price fixing between Competitors. Respondents must ensure that their Proposal does not breach the Commerce Act or other restrictions on anti-competitive conduct.

6.18 Confidential Information

- 6.18.1 NASO and the Respondent will each take reasonable steps to protect Confidential Information and, subject to clauses 6.19 and 6.25 and without limiting any confidentiality

undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.

- 6.18.2 NASO and the Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners (including a partnering party in a Joint Proposal), principals or directors, but only for the purpose of participating in the RFP.
- 6.18.3 Respondents acknowledge that NASO's obligations under paragraph 6.18.1 are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. NASO will not be in breach of its obligations if Confidential Information is disclosed by NASO as a result of its legal obligations, disclosed to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour, or disclosed as part of NASO's due diligence process of validating information. Where NASO receives an OIA request that relates to a Respondent's Confidential Information, NASO may consult with the Respondent and ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive, and what predicted harm or prejudice would likely result from its release.

6.19 Confidentiality of RFP information

- 6.19.1 For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without NASO's prior written consent.
- 6.19.2 A Respondent may disclose RFP information to any person described in paragraph 6.18.2 but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.20 Costs of participating in the RFP process

- 6.20.1 Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

6.21 Ownership of documents

- 6.21.1 The RFP and its contents remain the property of NASO. All Intellectual Property rights in the RFP remain the property of NASO or its licensors. NASO may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- 6.21.2 All documents forming the Proposal will, when delivered to NASO, become the property of NASO. Proposals will not be returned to Respondents at the end of the RFP process.
- 6.21.3 Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to NASO a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.
- 6.21.4 Each Respondent warrants that its Proposal does not contain any Intellectual Property that will breach a third party's rights, or that would be infringed if NASO exercises its license (set out in paragraph 6.21.3 above).

6.22 No binding legal relations

- 6.22.1 Neither the RFP, nor the RFP process, creates a process contract between NASO and any Respondent. The RFP and RFP process also do not create any legal obligation between NASO and any Respondent, except in respect of:
- i. the Respondent's declarations in its Proposal
 - ii. the Offer Validity Period

- iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with NASO
 - iv. the standard RFP conditions set out in paragraphs 6.14 to 6.28
 - v. any additional separate written agreement signed by both NASO and the Respondent in relation to the RFP process that is intended by both parties to be binding (e.g., a separate Confidentiality Agreement).
- 6.22.2 Each exception in paragraph 6.22.1 is subject only to NASO's reserved rights in paragraph 6.25.
- 6.22.3 Except for the legal obligations set out in paragraph 6.22.1 no legal relationship is formed between NASO and any Respondent unless and until a Contract is entered into between those parties.

6.23 Elimination

- 6.23.1 NASO may exclude a Respondent from participating in the RFP if there is a good reason for exclusion and NASO has evidence supporting the reason. Reasons for exclusion include, but are not limited to:
- i. the Respondent has failed to provide all information requested, or in the correct format, or has materially failed to comply with a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct, or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.24 Due diligence

- 6.24.1 NASO may conduct due diligence. NASO is not obliged to conduct the same enquiries or the same level of enquiry with every Respondent. Due diligence enquiries may be made at any stage of the RFP process.
- 6.24.2 In undertaking due diligence, NASO may seek additional information from any source, including information known to NASO, its advisors, staff or evaluation panel members, and information from third parties.
- 6.24.3 To facilitate the conduct of due diligence, the Respondent waives any confidentiality obligations that would otherwise apply to the information, with the exception of commercially sensitive pricing information. By participating in this RFP, the Respondent consents to NASO disclosing the following for the purpose of conducting due diligence:
- i. the Respondent's identity
 - ii. that NASO is conducting due diligence as part of a procurement process
 - iii. any representations made in the Proposal (including in documents marked as confidential or commercially sensitive) which the person being contacted as part of

the due diligence enquiry could reasonably be expected to validate or provide information about, other than commercially sensitive pricing information.

- 6.24.4 Depending on the nature and severity of any issues identified as part of due diligence, NASO may exercise its discretion as to the appropriate response. This may include, but is not limited to:
- i. if NASO considers there is a good reason for exclusion and NASO has evidence supporting that reason (refer to paragraph 6.23 above, which lists examples of reasons for exclusion), excluding the Respondent at any time.
 - ii. if the issue or information is relevant to evaluation matters, taking this into account in NASO's evaluation or decisions regarding contracting.
 - iii. if NASO considers that the matter is not sufficiently relevant or material to the RFP, deciding not to take the issue into account or not to exclude the Respondent.
 - iv. Respondents accept that NASO's due diligence processes may include gathering information from persons who provide that information subject to an obligation of confidence. NASO may withhold information from Respondents where there is a good reason to do so. This includes, for example, circumstances where the information was provided subject to an obligation of confidence, or where the disclosure of evaluative material would breach an express or implied promise to the person supplying it that their identity or the information would be held in confidence.

6.25 NASO's additional rights

- 6.25.1 Despite any other provision in the RFP NASO may, on giving due notice to Respondents:
- i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- 6.25.2 Despite any other provision in the RFP NASO may, at its discretion:
- i. accept a late Proposal if it is NASO's fault that it is received late
 - ii. accept a late Proposal in exceptional circumstances if it considers that there is no material prejudice to other Respondents. NASO will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii. answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming, amended, clarified or alternative Proposal
 - vi. accept a proposal that is not the lowest priced or highest ranked conforming Proposal
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP
 - x. amend the draft Agreement at any time, including during negotiations with a shortlisted Respondent (this may also include NASO using a different template than the initial draft Agreement)
 - xi. waive irregularities or requirements in or during the RFP process, or provide any Respondent an opportunity to correct irregularities, where NASO considers it

appropriate and reasonable to do so.

- 6.25.3 NASO may, at its discretion, appoint either a single or multiple Respondents to deliver the Requirements. NASO may also request that a Respondent/s agrees to NASO:
- i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.26 New Zealand law

- 6.26.1 The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

6.27 Disclaimer

- 6.27.1 NASO will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- 6.27.2 Nothing contained or implied in the RFP, or RFP process, or any other communication by NASO to any Respondent shall be construed as legal, financial or other advice. NASO has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- 6.27.3 To the extent that liability cannot be excluded, the maximum aggregate liability of NASO, its agents and advisors is \$1.

6.28 Precedence

- 6.28.1 Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
- i. Section 6 (RFP-Terms)
 - ii. all other Sections of this RFP document
 - iii. any additional information or document provided by NASO to Respondents through NASO's Point of Contact or GETS.
- 6.28.2 If there is any conflict or inconsistency between information, or documents having the same level of precedence, the later information or document will prevail.

Section 7: Definitions

In relation to the RFP the following words and expressions have the meanings described below.

Advance Notice	A notice published by NASO on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Accident Compensation Corporation	The Accident Compensation Corporation (ACC) is a New Zealand Crown entity responsible for administering the country's universal no-fault accidental injury scheme.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Ministry	The Ministry of Health. The term 'Ministry' includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	Information that: <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either NASO or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' c. is provided by NASO, a Respondent, or a third party in confidence d. NASO or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either NASO or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or could be perceived to, conflict with its obligations to NASO under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Agreement	The written Agreement(s) entered into by NASO and Successful Respondent/s for the delivery of the Requirements.
Agreement Award Notice	A notice published on GETS pursuant to Rule 45 of the Government Rules of Sourcing when an agency has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to NASO as stated in Section 2.2.
Deadline for Questions	The deadline for Respondents to submit questions to NASO as stated in Section 2.2, if applicable.

District Health Board (DHB)	District health boards (DHBs) are responsible for providing or funding the provision of health services in their district. Disability support services and some health services are funded and purchased nationally by the Ministry of Health.
Extracorporeal membrane oxygenation (ECMO)	Extracorporeal membrane oxygenation (ECMO), also known as extracorporeal life support (ECLS), is an extracorporeal technique of providing prolonged cardiac and respiratory support to persons whose heart and lungs are unable to provide an adequate amount of gas exchange or perfusion to sustain life.
Evaluation Approach	The approach used by NASO to evaluate Proposals as described in Section 5 and in Section 6.
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Instrument Flight Rules (IFR)	Rules that govern flight operations when aircraft may spend some or all of its flight time in IMC (instrument meteorological conditions - clouds) and/or aircraft that will stay within controlled airspace under radar control at all times.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Ministry of Health	The Ministry of Health leads New Zealand's health and disability system, and has overall responsibility for the management and development of that system.
National Ambulance Sector Office	The National Ambulance Sector Office (NASO) is responsible for coordinating the purchasing and funding of services on behalf of the Ministry and ACC for ambulance coordination centres; the emergency road ambulance service; and the emergency air ambulance service. (NASO) is jointly funded and governed by the Ministry of Health and the Accident Compensation Corporation.
Night Vision Goggles (NVG)	A device that attaches to the crew members helmet and is used to amplify celestial light to enable the user to visualise the immediate area.
Notice of Intent	The Notice of Intent (NoI) means the NoI released by NASO in September 2016.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by NASO as stated in Section 2.2.
Performance Class 1 (PF1)	A helicopter with performance characteristics such that, in case of critical power-unit failure, it is able to land on the rejected take-off area or safety continue the flight to an appropriate landing area.
Point of Contact	NASO and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. NASO's Point of Contact is identified in Section 2.2.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response submitted by a Respondent (or Joint Respondents) in reply to the RFP. It comprises the Proposal Response Form, the Pricing

	Template (and/or any other document containing the Respondent's bid, financial and pricing information), and all other information submitted by the Respondent/s submitting the response.
Draft Agreement	The draft Agreement template or other document setting out standard terms and conditions that NASO intends to use for contracting delivery of the Requirements. This document is provided with the RFP documents.
RFP	Means the Request for Proposal.
Registration of Interest (ROI)	A formal request by a Ministry asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by NASO to Respondents through NASO's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	NASO's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied subsequent to the release of the RFP by NASO on giving notice to Respondents.
Requirements	The goods and/or services described in Section 3 which NASO intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Proposal Response Form	The form and declarations prescribed by NASO and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Service User	Any person who uses a Service described in this Agreement. Note the term 'Service User' includes: a. client b. patient. Client, which is any person who has been accepted by ACC as eligible for cover in respect of personal injury under the Accident Compensation Act 2001.
Visual Flight Rules (VFR)	Rules that govern flight operations when an aircraft will spend NONE of its flight time in IMC (instrument meteorological conditions - clouds). The aircraft may be inside controlled or uncontrolled airspace and may or may not have radar coverage. Separation of your aircraft from everything else is the responsibility of the pilot at all times, even when radar identified.

Appendix 1: Indicative 10 Year Programme to Reconfigure the National Air Ambulance Service

Ten year story (developed with funders, clinicians, patients and providers)

