



1. Solicitation #: 3400001722

2. Solicitation Issue Date: 04/16/21

3. Brief Description of Requirement:

The successful bidder will submit a grant proposal on application forms provided by the Department for grants for one or more of the following allowable purposes: funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel, capital and equipment needs. Bidders must demonstrate: 1) eligibility, 2) that the project is needed in the area to be served, 3) no alternative sources of revenue could be obtained, 4) economic feasibility, 5) project feasibility, 6) relationship between the proposed project and the overall EMS development needs in Oklahoma, 7) performance benchmarks and 8) other criteria as specified in OAC 310:642.

PRE-BID CONFERENCE:

Due to Covid19 restrictions a video conference is scheduled to meet the requirement of the Pre-bid Conference. **The conference will be held over ZOOM at 1:30 P.M. on April 28, 2021.**

Click on link below to get to the link to ZOOM

[https://www.ok.gov/health/Protective\\_Health/Emergency\\_Systems/EMS\\_Division/OERSSIRF -  
\\_Oklahoma\\_Emergency\\_Response\\_Systems\\_Stabilization\\_and\\_Improvement\\_Revolving\\_Fund/index.html](https://www.ok.gov/health/Protective_Health/Emergency_Systems/EMS_Division/OERSSIRF_-_Oklahoma_Emergency_Response_Systems_Stabilization_and_Improvement_Revolving_Fund/index.html)

**Questions** must be submitted by email no later than close of business **May 5, 2021**. Questions submitted through the chat or texting feature of ZOOM during the conference will be included with the questions received via e-mail. Q&A will be posted within five(5) business days following this deadline as an amendment, to be copied and attached to the proposal.

4. Response Due Date<sup>1</sup>: May 18, 2021

Time: 3:00PM CDT

5. Issued By and **RETURN SEALED BID TO<sup>2</sup>:**

U.S. Postal Delivery Address:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
PROCUREMENT  
ATTN: Barbara Traylor  
123 Robert S. Kerr STE 1702  
OKLAHOMA CITY, OK 73102

COMMON CARRIER DELIVERY ADDRESS: **SAME AS ABOVE**

ELECTRONIC SUBMISSION: **N/A**

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: BARBARA TRAYLOR  
Phone  
Email: BARBARAAT@HEALTH.OK.GOV

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



## Responding Bidder Information

*"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 3400001722

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

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

3. **Bidder Contact Information:**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>3</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title

### Request Quotes



Business Unit 34000

RFQ ID 3400001722

Request Date 04/16/2021

\*Status Approved

\*Date Time Opened

\*Currency USD

\*Origin AGY

Agency

Date Time Closed

Reference FY 22 OERSSIRF

### Lines



Line Info

More Details

Item Information



Select	Line	Item ID	SS/SW Exception	Line SS/SW Type	*Description	Category
<input checked="" type="checkbox"/>	1	1000004864	<input type="checkbox"/>		OERSSIRF FY 22	25191702

\*Go to Copy From Header Comments...

Dispatch History Send Email

Catalog Item Suppliers

Exchange Rate Header Details

Dispatch Supplier Lis ... More ...

- Save
- Return to Search
- Notify
- Refresh



**Certification for Competitive Bid and/or Contract (Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Department Of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001722

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty 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) contract; or for 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;
  - A.5.1.3. 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 A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. 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 its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the State Department of Health at 123 Robert S. Kerr STE 1702  
OK, 73102 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13. Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.



- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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## **B. SPECIAL PROVISIONS**

All terms and conditions herein become the contract between the OSDH and the Contractor. The Contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, Contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization

### **B.1. Access to Records Requirements:**

The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

The OSDH may routinely request supporting documentation to validate Contractor payments.

### **B.2. Advance Payments Prohibited:**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

### **B.3. Amendments, Unavailability or Redirection of Funding and Cancellation:**

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for

expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**B.4. Event of Default:**

The OSDH may withhold payment or terminate the contract in whole or in part in the event (i) it has provided Contractor with written notice of material breach, and (ii) Contractor fails to cure such material breach within thirty (30) days of receipt of written notice. If the contract or certain obligations under the contract are terminated, the OSDH shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall the OSDH be liable to the Contractor, for compensation for any products or services provided by Contractor neither requested nor accepted by the OSDH. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Contractor or the OSDH regarding portions of the contract that remain in effect.

**B.5. Failure to Comply Statement:**

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

**B.6. Applicable Law:**

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

**B.7. Assignment and Delegation:**

The services to be performed under this contract shall not be assigned or transferred, in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Contractor cannot perform the services as identified in this contract, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by the OSDH of a subcontract shall not relieve the Contractor of any responsibility for performance under this contract.

**B.8. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:**

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

- B.8.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- B.8.2.** have, within a three year period preceding this offer, 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) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- B.8.3.** have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- B.8.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

**B.9. Charitable Choice Providers:**

Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices (45 CFR Part 87.1c). Organizations that receive direct financial assistance from the OSDH under any OSDH program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the OSDH. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the OSDH, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

**B.10. Contact Persons:**

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: \_\_\_\_\_ at telephone number: \_\_\_\_\_ and email address: \_\_\_\_\_.

Contact information for the OSDH Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon notice to the other party.

**B.11. Contract Monitoring Plan:**

As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Contractor site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Dale Adkerson  
Administrative Program Manager-EMS  
123 Robert S. Kerr, Ste. 1702  
Oklahoma City, OK 73102  
405-426-8480

[dalea@health.ok.gov](mailto:dalea@health.ok.gov)

**B.12. Contractor's Relation to the OSDH:**

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify the OSDH Contract Monitor of the change in relationship.

**B.13. Electronic Signatures/Execution in Counterparts**

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

**B.14. Entire Agreement:**

This contract, including referenced attachments, OSDH Request for Proposal and response of Contractor taken together as a whole constitute the entire agreement between the OSDH and Contractor. No other statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied shall be binding or valid.

**B.15. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation:**

**B.15.1.** As a condition of this contract, Contractor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the OSDH Procurement if services will be provided by any of Contractor's employees, agents or subcontractors at any State premises and/or employer vehicles will be used in connection with performance of work for the OSDH. Contractor may not commence performance hereunder until such proof has been provided. Additionally, Contractor shall promptly provide proof to the OSDH Procurement of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under the contract is a continuing obligation through the term of the contract and each purchase order issued to Contractor in connection with the contract. The minimum acceptable insurance limits of liability are as follows:

**B.15.1.1.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

**B.15.1.2.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

**B.15.1.3.** Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

**B.15.1.4.** Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per claim and in the aggregate;

**B.15.1.5.** Medical Malpractice insurance, if applicable;



- B.15.1.6.** Comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy; and
- B.15.1.7.** Additional coverage required by State in writing in connection with a particular purchase or service.

**B.15.2.** Contractor shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The OSDH shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee.

**B.15.3.** Contractor agrees to indemnify and hold harmless the OSDH and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

If the Contractor does not carry Workers' Compensation Insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act (85a O.S. § 1 et. Seq.), and not that of an employee, the contractor must complete the Affidavit of Exempt Status under the Administrative Workers' Compensation Act (CC-FORM-36A) through the Oklahoma Worker's Compensation Commission and provide proof of completion to the OSDH before any contractual services are provided..

**B.16. Evidence of Insurability:**

If Contractor is considered an "independent contractor" as defined by the Workers Compensation Act (85A O.S. §1 et. seq.), Contractor must complete the Affidavit of Exempt Status under the Administrative Workers' Compensation Act (CC-FORM-36A) through the Oklahoma Worker's Compensation Commission and provide proof of completion to the OSDH before any contractual services are provided

**B.17. Force Majeure:**

**B.17.1.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full

performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, the OSDH may terminate a purchase order if Contractor cannot cause delivery of products or services in a timely manner to meet the business needs of the OSDH.

**B.17.2.** Notwithstanding the foregoing or any other provision in the contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Contractor's systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems; or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Contractor's confidentiality, indemnification or data security and breach notifications set forth herein.

### **B.18. Invoicing:**

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered or products provided and include the following items:

- B.18.1.** name, address and FEI number of the Contractor;
- B.18.2.** invoice date;
- B.18.3.** period covered by invoice;
- B.18.4.** purchase order number;
- B.18.5.** any other data, reports, information or documentation required by other conditions of the contract;
- B.18.6.** detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Emergency Systems  
Dale Adkerson- Administrative Program Manager-EMS  
OERSSIRF  
123 Robert S. Kerr, Ste. 1702  
Oklahoma City, OK 73102  
405-426-8480  
[dalea@health.ok.gov](mailto:dalea@health.ok.gov)

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

**The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.**

**The OSDH reserves the right not to process invoices submitted by the Contractor to OSDH more than 30 days after the month in which services were delivered. The OSDH will not pay invoices received more than ninety (90) days after the end of the applicable contract period.**

The Contractor assures that all costs billed will be supported by documentation that will

include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

**B.19. Licensure:**

Contractor shall submit proof of professional license to the OSDH upon execution of this contract and at such other times as the OSDH may request. If such professional license should expire or be revoked during the term of this contract, Contractor shall immediately renew such license and provide the OSDH with copies thereof. If Contractor is an organization that provides services through individual licensed practitioners, the Contractor will maintain proof of professional license for each individual and will provide the OSDH with copies when requested.

**B.20. Mandatory Requirements:**

The OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the RFP response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a proposal to be non-responsive.

**B.21. Non-Collusion Certification:**

The Contractor will complete and return the attached non-collusion certification, OMES-FORM-CP-004.

**B.22. Non-Responsive Proposals:**

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those set forth as mandatory.

**B.23. Notices**

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

**B.24. Oklahoma Taxpayer and Citizen Protection Act of 2007:**

By signing the solicitation, the Bidder warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Bidder shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the

contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**B.25. Open Records Act:**

Contractor acknowledges that the State is subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Contractor also acknowledges that State will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and any provision is subject to disclosure.

**B.26. Other Certifications:**

The Contractor certifies compliance with the provisions of the 1964 Civil Rights Act, Education Amendment of 1972; Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); Anti-Lobbying Law (31 U.S.C. 1325); Internal Revenue Service Publication 1075 (regarding use, access and disclosure of Federal Tax Information); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); registered as business entity licensed to do business in the State, having obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and, the Single Audit Act of 1984; as applicable.

**B.27. Privacy Clause:**

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

**B.28. Procurement Integrity:**

The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

**B.29. Severability:**

If any provision of this contract, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

**B.30. Statement of Responsibility and Liability:**

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

**B.31. Tobacco Free Policy:**

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor’s Executive Orders 2012-01 and 2013-43.

**B.32. Use of OSDH Name or Logo:**

Contractor may not use the OSDH name or logos without the explicit written permission of OSDH.

**B.33. Waiver of Breach:**

No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH’s rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Contract Period**

The contract period will be July 1, 2021 through June 30, 2022. There will be the option for a no-cost extension. Extensions will be based on the needs of OSDH and the needs of the Contractor.

**C.2. Contractor Relationship**

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract is that of a **vendor**.

**C.3. Purpose**

The successful contractors will submit a grant proposal on application forms provided by the Department for grants for one or more of the following allowable purposes: funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel and/or capital and equipment needs.

**C.4. Duties of the Contractor:**

Contractor will:

**C.4.1.** Make the purchases and/or provide the services necessary to achieve the established benchmarks described in the RFP proposal.

- C.4.2. Each vendor must maintain documentation that the deliverable(s) was completed by the vendor.
- C.4.3. Provide quarterly progress reports, due: 10/31/21 1/31/22, 4/30/19, 7/31/22 and a final completion report summarizing the success of the project to OSDH within 3 months of completion.
- C.4.4. Submit a completed invoice (no more than one time per month) on a form prescribed by OSDH. (See Attachment D).

**C.5. Duties of the OSDH:**

OSDH will:

- C.5.1. Conduct on-site inspections to evaluate and review information received on each project for the established benchmarks.
- C.5.2. Review invoices submitted, to ensure the expenditure is tied to progress towards meeting a benchmark prior to approval of the invoice for payment.
- C.5.3. Complete a final review and evaluation of each project within 6 months of the completion of the project.

**C.6. Mandatory Qualifications**

- C.6.1. The Contractor must be any person or organization licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response agencies, licensed ambulance services, approved training institutions, approved emergency medical dispatch agencies, approved medical directors or any combination thereof, or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.
- C.6.2. Contractors must demonstrate that the proposed project is for a qualified purpose as defined in 63 OS § 1-2512.1.

**Contractors must possess all necessary and incidental legal rights and privileges necessary to the project commencement and operation**

**D. EVALUATION**

**D.1. Project Description Requirements:**

- D.1.1. Comprehensive narrative description of project
  - D.1.1.1. Geographic area and relationships between participating organizations
  - D.1.1.2. Timeline with benchmarks for performance and assessments
  - D.1.1.3. Budget spreadsheet
- D.1.2. General Approval Requirements:
  - D.1.2.1. Compliance with the law
  - D.1.2.2. Eligibility and qualified purpose
  - D.1.2.3. Need of the project and is it sufficient to service such a need
  - D.1.2.4. Alternative source of revenue or lack of
  - D.1.2.5. Economic viability, feasibility and cost effectiveness
  - D.1.2.6. Relationship to Statewide EMS needs, public interest and welfare
  - D.1.2.7. Limit of \$500,000 in OEERSSIF grant assistance in a 12-month period

**E. INSTRUCTIONS TO BIDDER**

- E.1. In order to be considered for selection, Supplier must submit a complete response to this RFP in the format described in the instructions listed below. The RFP will be signed and dated.
- E.2. Supplier will complete the OERSSIRF Application form per instructions included in Attachment A.
- E.3. Supplier will respond to each item showing how they meet or exceed the requirement.

- E.4. List the name, phone number and email address where the Supplier may be contacted for additional information.
- E.5. Supplier must submit an original and **six (6)** copies of their complete proposal. The RFP/Solicitation number **MUST** be on the **outside of the container that contains the proposals**.
  - E.5.1. If mailing proposals, Supplier must allow sufficient time to ensure delivery by the date specified.
  - E.5.2. Proposals submitted in person should be taken to the east side of the building, enter through the shipping/receiving gate and through the shipping/receiving dock door, past the security guard desk to the shipping/receiving window on the right. There the proposals will be stamped in and receipt given showing date and time of delivery.
- E.6. If Supplier intends to use sub-contractors in the performance of this contract, Supplier shall so state in their proposal and identify the sub-contractors to be used.
- E.7. Supplier may attend a pre-proposal meeting, scheduled for April 28, 2021, for general instruction. Due to Covid19 restrictions a video conference is scheduled to meet the requirement of the Pre-bid Conference. The conference will be held over ZOOM at 1:30 P.M. on April 28, 2021.  
 Click on link below to get to the link to ZOOM  
[https://www.ok.gov/health/Protective Health/Emergency Systems/EMS Division/OERSSI RF - Oklahoma Emergency Response Systems Stabilization and Improvement Revolving Fund/index.html](https://www.ok.gov/health/Protective%20Health/Emergency%20Systems/EMS%20Division/OERSSI%20RF%20-%20Oklahoma%20Emergency%20Response%20Systems%20Stabilization%20and%20Improvement%20Revolving%20Fund/index.html)
- E.8. Proposal is to be submitted in the following format:
  - E.8.1. Single-sided pages.
  - E.8.2. Attachment A will not exceed 55 pages. This limit includes the completed Attachment A sections 1 through 8 and the documents that support the contents of Attachment A.
  - E.8.3. **Single staple or binder clip** in upper left-hand corner.
  - E.8.4. **No notebooks, folders, and/or bound copies.**
  - E.8.5. Each section **TABBED** with **section number or section title**
- E.9. Entities submitting more than one proposal shall assign a unique letter and title to each proposal (example: EMS Agency (Proposal A) Communications Project, EMS Agency (Proposal B) Centralized Dispatch Project, etc.)
- E.10. **Attachment A must be submitted in the following order, with each Section TABBED** with Section number or Section title according to the following order: (See page 8 for total proposal package order of documents for submission).
  - E.10.1. Section 1- Project Proposal Information, Inclusions, and Requirements,
  - E.10.2. Section 2- Qualified Entity and Statutory Purpose,
  - E.10.3. Section 3- Population Density and Multiple Jurisdictions,
  - E.10.4. Section 4- Number of EMT's in Proposed Project Area,
  - E.10.5. Section 5- Budget,
  - E.10.6. Section 6- Funding Request and Matching Funds,
  - E.10.7. Section 7- Distance to Trauma Center and Self Score for Proposed Project,
  - E.10.8. Section 8- Previous Awards and Benchmark Evaluations,
  - E.10.9. Section 9- Benchmarks and Timelines for Benchmarks



## F. CHECKLIST

- F.1. \_\_\_ OERSSIRF Attachment A – Sections One through Eight (with supporting documents/narratives/explanations)  
(Sections One through Eight, the supporting documents and narrative/explanations for each section are the only sections that apply to the 55 page limit.)
- F.2. \_\_\_ OERSSIRF Attachment A – Section Nine
- F.3. \_\_\_ Form CP 070 Solicitation Deadline Page
- F.4. \_\_\_ Form CP 076 Responding Supplier Information Page
- F.5. \_\_\_ Form CP 004 Certificate for Competitive Bid and/or Contract Page
- F.6. \_\_\_ General Provisions (Pages 4-9)
- F.7. \_\_\_ Special Provisions/Specifications (Pages 1-8)
- F.8. \_\_\_ Solicitation Amendment(s) if any posted to website prior to Bid closing date.  
Note: these must be signed and dated.
- F.9. \_\_\_ Certificate of Insurance, including Workman’s Compensation, automobile, medical malpractice and/or general liability.
- F.10. \_\_\_ Emergency Medical Service credentials; such as license, certificate, etc.

## G. OTHER

Any questions regarding this solicitation must be sent by email to [rubys@health.ok.gov](mailto:rubys@health.ok.gov) and received by close of business **March 25, 2021**. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website and must be copied and attached to the proposal.

### ATTACHMENTS:

- A- FY212 OERSSIRF Application
- B- Guidebook
- C- Agency Rules from Governor Henry
- D- Invoice format
- E- Flowchart of FY22 process

## H. PRICE AND COST

**The OSDH Protective Services OERSSIRF Program has a total of \$1,722,897.41 distribution to responsive contractors.**

**TITLE 310. OKLAHOMA STATE DEPARTMENT OF HEALTH  
CHAPTER 642. EMERGENCY RESPONSE SYSTEMS STABILIZATION AND  
IMPROVEMENT REVOLVING FUND**

"Unofficial Version"

Subchapter	Section
1. General Provisions	310:642-1-1
3. Proposals	310:642-3-1
5. Scoring	310:642-5-1
7. Disbursement	310:642-7-1
9. Evaluation	310:642-9-1

[Authority: Oklahoma State Board of Health; 63 O.S. §§ 1-104 et seq.; 63 O.S. 2008, § 1-2512.1.]

[Source: Codified 7-25-2010]

**SUBCHAPTER 1. GENERAL PROVISIONS****310:642-1-1. Purpose**

The rules in this chapter are promulgated to:

- (1) Define the process for appropriate distribution of the Oklahoma Emergency Response Systems Stabilization and Improvement Revolving Fund (OERSSIRF) pursuant to 63 O.S. 2008, § 1-2512.1.
- (2) Provide standards for monitoring and enforcement of the provisions of the statute and these rules.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2537, eff 7-25-2010]

**310:642-1-2. Program Description**

The Oklahoma Emergency Response Systems Stabilization and Improvement Revolving Fund program is authorized by 63 O.S. 2008, § 1-2512.1. This law authorizes the Department to distribute funds for specified purposes. This Chapter interprets and implements the law authorizing the expenditure and distribution of funds by the Department. The Department's rules applicable to OERSSIRF expenditures shall be construed so as to consider only the OERSSIRF expenditures program administered by the Department.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2537, eff 7-25-2010]

**310:642-1-3. Definitions**

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

**"Applicant"** means a qualified entity that submits a proposal for OERSSIRF funds.

**"Department"** means the Oklahoma State Department of Health.

**"Emergency Medical Services System"** means the network of emergency medical dispatchers (EMDs), certified emergency medical responders (EMRs), licensed emergency medical technicians (EMTs), certified emergency medical response agencies (EMRAs), licensed ambulance services, EMS medical directors, recognized training institutions, and communications centers that work together to deliver prompt, effective pre-hospital emergency medical care to the citizens of Oklahoma.

**"Qualified entity"** means any person or organization licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response

agencies, licensed ambulance services, approved training institutions, approved emergency medical dispatch agencies, approved medical directors or any combination thereof, or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2537, eff 7-25-2010]

**SUBCHAPTER 3. PROPOSALS****310:642-3-1. Proposal review and disposition**

(a) **General procedures.** The general procedure to be followed in the funding proposal, review and consideration process for financial assistance under the OERSSIRF program shall be as follows:

(1) **Pre-proposal conference.**

(A) All potential applicants are encouraged to participate in a pre-proposal conference. The Department shall summarize available funding, areas of need identified by any state assessment, and the status of previous OERSSIRF-funded projects.

(B) At the pre-proposal conference, preliminary matters may be generally discussed to familiarize all concerned parties with the proposal period, requirements and procedures.

(2) **Proposal.** An applicant shall initiate proposal review and consideration by submission to the Department of applicant's proposal for financial assistance. A proposal shall be submitted by the qualified entity using forms described in 310:642-7-1 (relating to content of application), within the application period specified in OAC 310:642-3-2 (relating to deadlines for filing.)

(3) **Scoring and selection.** Eligible proposals shall be scored by the following process.

(A) A public meeting shall be scheduled for the purpose of scoring the eligible OERSSIRF proposals and awarding the funds that have been identified by the Department as the balance available for distribution on the last day of the preceding calendar year.

(i) A five (5) person review panel shall be appointed by the Commissioner.

(ii) Each appointed member will sign an attestation stating the appointee has no financial or other direct personal interest in any of the project proposals before the Department.

(B) The panel shall be seated and the reviews will begin under the direction of Department staff.

(i) Department staff will distribute proposals and scoring tools, collect the completed scoring tools for each proposal from the panelists, and tally the scores for each proposal at the end of the process.

(ii) The tallied scores shall be posted as soon as the totals are computed.

(C) The project with the highest score of total points shall be selected for funding, and the projected cost of the project deducted from the balance of the fund.

(D) The project with the next highest score of total points shall be selected for funding, and the cost deducted from the balance of the fund and continuing in like manner until insufficient funds remain to fund the next highest-scoring project.

(E) Any remaining funding shall be retained by the fund and distributed the next year.

(b) **Criteria applicability.**

(1) The criteria set forth in subsections (c) and (d) of this Section shall constitute guidelines and standards for proposal review and consideration by the Department.

(2) The criteria and standards set forth in subsections (c) and (d) of this Section shall be applied to each proposal without exception.

(c) **General approval standards and criteria.** The Department shall be under a continuing obligation to ensure the following standards and criteria are satisfied before any proposal is approved for funding and may determine compliance with these standards and criteria during preliminary review, scoring and selection or during a post selection review:

(1) **Compliance with applicable law.** The proposed project must be found to be in compliance with 63 O.S. § 1-2512.1, and applicant must possess all necessary and incidental legal rights and privileges necessary to project commencement and operation.

(2) **Eligibility.** The applicant must be a qualified entity and the proposed project must be for a qualified purpose as defined in 63 O.S. § 1-2512.1.

(3) **Local need, support and priority.** The applicant shall demonstrate that the project is needed in the area to be served and is sufficient, as proposed, to serve such needs. Applicant shall demonstrate local support, interest and commitment in and to the proposed project.

(4) **Availability of other assistance.** Applicant shall demonstrate appropriate due diligence to ensure no alternative sources of revenue could be obtained and utilized for project financing.

(5) **Economic feasibility.** The applicant shall demonstrate the overall economic viability and feasibility of the project.

(6) **Project feasibility.** The applicant shall demonstrate that the project is feasible and cost effective.

(7) **Statewide needs and public interest.** The applicant shall demonstrate the relationship between the proposed project and the overall EMS development needs within the State of Oklahoma and show that proposed project will serve the public interest and welfare.

(d) **Criteria for denying a proposal.** The Department may deny a proposal for OERSSIRF funding for any of the following reasons:

- (1) The applicant is not an eligible entity.
  - (2) The project does not serve the goals of 63 O.S. § 1-2512.1.
  - (3) Insufficient availability of funding.
  - (4) The proposal is received after the deadline.
- (e) **Department action.**
- (1) After reviewing and considering the submitted proposal, the Department may take one of the following actions:
    - (A) The Department may approve and fund the proposal as submitted.
    - (B) The Department may reject and deny the proposal based upon any applicable criteria described in subsection (d) of this Section.
  - (2) Upon approval of a proposal, the Department may authorize the execution of all necessary funding documents and instruments, and may accordingly authorize and provide for disbursements and such further or additional action as may be necessary to complete and implement the approved transaction.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-10 through 7-14-10 (emergency)<sup>1</sup>; Added at 27 Ok Reg 2536, eff 7-25-10; Amended at 37 Ok Reg 1440, eff 9-11-20]

**EDITOR'S NOTE:** <sup>1</sup>This emergency action expired before being superseded by a permanent action. Upon expiration of an emergency action enacting a new Section, the text of the Section is no longer effective. Therefore, on 7-15-10 (after the 7-14-10 expiration of the emergency action), the text of section 310:642-3-1 was no longer effective, and remained as such until added again by permanent action on 7-25-10.

**310:642-3-2. Applicable law, deadline for proposals, eligible project costs, maximum award**

- (a) The Department shall administer proposals for OERSSIRF funds in accordance with any provisions of law applicable to such proposals and OERSSIRF funds.
- (b) To be considered for and receive funding from funds available for OERSSIRF in any given fiscal year, an application must be completed in accordance with this Chapter and filed by the applicant and received by the Department on or before the thirtieth (30) calendar day after the issuance of the Request for Proposals (RFP). Any application not properly completed and filed shall not be considered for or funded from funds that may become available during that fiscal year.
- (c) The Department shall issue a Request for Proposals (RFP) for the OERSSIRF each year. The submission period, including time for questions, shall not be less than thirty (30) calendar days. The

Department shall identify qualified staff to ensure questions received through the RFP process are answered and posted appropriately.

(d) An OERSSIRF proposal submitted for consideration in a prior fiscal year that was not approved for funding in that prior fiscal year may be submitted again in any year.

(e) For purposes of evaluating, approving and funding proposals for OERSSIRF funds, categories of project costs which are eligible for assistance shall include those project costs described in 63 O.S. § 1-2512.1:

- (1) Funding assessment activities,
- (2) Stabilization and/or reorganization of at-risk emergency medical services,
- (3) Development of regional emergency medical services,
- (4) Training for emergency medical directors,
- (5) Access to training front line emergency medical services personnel,
- (6) Capital and equipment needs.

(f) No qualified entity shall receive more than \$500,000 in OERSSIF funding assistance in any twelve (12) month period, or for any single project.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2539, eff 7-25-2010]



**SUBCHAPTER 5. SCORING****310:642-5-1. OERSSIRF funding priority point system**

Proposals shall be ranked based on the total number of points awarded by the Department consistent with this Chapter.

(1) The following formula shall be used to rank funding proposals:  $T = S + M + D + H + E + AR + PM + PG + PE$ , where:

- (A) T = Total points
- (B) S = Statutory purposes
- (C) M = Multiple jurisdictions
- (D) D = Population density
- (E) H = Distance to the nearest level I or II trauma center
- (F) E = Number of project-area EMTs
- (G) AR = Amount of funding requested
- (H) PM = Project matching
- (I) PG = Previous funding assistance
- (J) PE = Previous funding evaluation

(2) Points may be awarded as described below:

(A) **Statutory purposes (S)**: Points shall be awarded for each of the relevant statutory purposes of the proposal as follows:

- (i) Funding assessment activities: 50 points
- (ii) Stabilization and/or reorganization of at-risk emergency medical services: 100 points
- (iii) Development of regional EMS: 50 points
- (iv) Training for emergency medical directors: 50 points
- (v) Access to training front line emergency medical services personnel: 100 points
- (vi) Capital and equipment needs: 50 points

(B) **Multiple jurisdictions (M)**: Points shall be awarded for projects addressing the EMS needs of multiple jurisdictions, as follows:

- (i) Two cities or towns: 25 points
- (ii) Three cities or towns: 50 points
- (iii) County wide: 100 points
- (iv) Multi-county: 150 points
- (v) State wide: 200 points

(C) **Population density (D)**: Points shall be awarded for projects encompassing areas of lowest per-mile population density as recorded by the United States Census Bureau, as follows:

- (i) 5,000.0 to 8,968.1: 0 points
- (ii) 1,000.0 to 4,999.9: 10 points
- (iii) 200.0 to 999.9: 20 points
- (iv) 79.6 to 199.9: 30 points
- (v) 30.0 to 79.5: 40 points
- (vi) 10.0 to 29.9: 50 points

- (vii) Less than 10.0: 100 points
- (D) **Distance to trauma center (H):** Points shall be awarded for project areas where the average distance between the furthest and closest points within the project area to a trauma center classified by the State of Oklahoma or the American College of Surgeons as level I or II, as follows:
  - (i) 0-25 miles: 0 points
  - (ii) 25-49 miles: 10 points
  - (iii) 50-74 miles: 20 points
  - (iv) 75-99 miles: 30 points
  - (v) 100-124 miles: 40 points
  - (vi) 125-149 miles: 50 points
  - (vii) 150 miles and over: 100 points
- (E) **EMTs (E):** Points shall be awarded for proposals encompassing project areas with fewer resident licensed EMTs at any level of licensure as recorded by the Department as follows:
  - (i) 100 or more resident EMTs: 0 points
  - (ii) 50-99 resident EMTs: 20 points
  - (iii) 25-49 resident EMTs: 40 points
  - (iv) 0-24 resident EMTs: 60 points
- (F) **Amount of funding requested (AR):** Points under this category for amount of funding requested are determined as follows:
  - (i) \$400,001 to \$500,000: -50 points
  - (ii) \$300,001 to \$400,000: -40 points
  - (iii) \$200,001 to \$300,000: -30 points
  - (iv) \$100,001 to \$200,000: -20 points
  - (v) \$80,000 to \$100,000: 10 points
  - (vi) \$60,000 to \$79,999: 20 points
  - (vii) \$40,000 to \$59,999: 30 points
  - (viii) \$20,000 to \$39,999: 50 points
  - (ix) Any AR greater than \$500,000 shall be denied
- (G) **Project matching (PM).** If the proposal proposes the use of matching funds, points shall be awarded consistent with the following formula:
  - (i) 90% of the requested funds: 90 points
  - (ii) 80% of the requested funds: 80 points
  - (iii) 70% of the requested funds: 70 points
  - (iv) 60% of the requested funds: 60 points
  - (v) 50% of the requested funds: 50 points
  - (vi) 40% of the requested funds: 40 points
  - (vii) 30% of the requested funds: 30 points
  - (viii) 20% of the requested funds: 20 points
  - (ix) 10% of the requested funds: 10 points
- (H) **Previous funding assistance (PG).** If a qualified entity has been approved for one (1) or more OERSSIF proposals from

the Department for projects awarded in the past, points shall be deducted from the proposal according to all of the following provisions that apply unless the previous proposal was for an assessment of the need for the establishment of EMS or stabilization of an at-risk EMS:

- (i) One (1) funded project in the preceding twelve (12) month period: -80 points.
  - (ii) More than one (1) OERSSIRF project in the preceding twelve (12) month period: -100 points.
  - (iii) One (1) OERSSIRF funded project more than twelve (12) months in the past: -50 points.
  - (iv) Two (2) OERSSIRF funded projects more than twelve (12) months in the past: -80 points.
  - (v) Three (3) OERSSIRF funded projects more than twelve (12) months in the past: -100 points.
  - (vi) Four (4) OERSSIRF funded projects more than twelve (12) months in the past: -150 points.
  - (vii) Five (5) or more OERSSIRF funded projects more than twelve (12) months in the past: -175 points.
  - (viii) If the qualified entity has received a previous OERSSIRF funding for a project that remains un-evaluated or for which any refund has not been paid as of August 31<sup>st</sup> of the year following the approved completion date of the project, the proposal will be given -50 points for each such funded project.
- (I) **Previous funding evaluation (PE)**. The project score established through the Department's evaluation required by OAC 642-9-1(a) for each previously completed OERSSIRF project shall earn the following points:
- (i) Significantly Improved: 100 points
  - (ii) Improved: 50 points
  - (iii) Not Improved: -50 points
  - (iv) Worsened: -100 points

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2539, eff 7-25-2010]

**SUBCHAPTER 7. DISBURSEMENT****310:642-7-1. Content of proposal**

(a) The proposal shall be submitted using the forms provided by the Department. The proposal form shall include the following sections:

(1) Proposal Information, including the name of the contact person, mailing address, e-mail address, phone number and type of qualifying applicant entity.

(2) Instructions, including an outline of the legal requirements and the priority point system.

(3) A section requiring a narrative description of the proposed project.

(4) A section enumerating the requirements of the OERSSIRF statute, requiring a description of the proposed project's compliance with each section.

(5) A section requiring a narrative description of the proposed project's compliance with each of the priority point criteria.

(6) A checklist allowing evaluation of compliance with solicitation requirements.

(b) Each proposal shall include a section setting forth the criteria that will be used to evaluate the success of the project. The criteria shall include:

(1) Specific, objective metrics for evaluation of the project. For example: a percentage decline in response time or improvement in the number of available EMTs within a region, measured against the same metric at the start of the project.

(2) A clear methodology and a description of data sources for computing the performance measures proposed in the project plan, for example, comparing responder response times or the total number of EMTs in a region against the same metric at the end of the project.

(3) Benchmark measures for each of the following assessment levels:

(A) Significantly improved.

(B) Improved.

(C) Not Improved.

(D) Worsened.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2540, eff 7-25-2010]

**310:642-7-2. Disbursement of funds****(a) Action following Department approval and prior to disbursement of funding.**

(1) **Notification of approval.** Upon approval of an OERSSIRF proposal, the Department shall furnish to the applicant a written notice of approval. The notice shall advise the applicant that the funds approved shall be made available to the applicant by the Department for such purposes and upon conditions as provided in paragraph (2) of this subsection (relating to additional conditions prior to disbursement of funds).

(2) **Additional conditions prior to disbursement of funds.**

(A) Applicant shall establish a special and separate federally insured fund or account within applicant's accounting system in and through which the proceeds shall be administered and accounted for by the applicant.

(B) Unless otherwise provided and approved by the Department, applicant shall submit to the Department all plans, specifications and benchmark completion reports for the project for Department approval, all of which shall be complete and in sufficient detail as would be required for submission of the project to a contractor for bidding or contracting the project. If not previously provided, applicant shall provide Department with a written and verified statement setting forth:

(i) The amount of funds necessary for release and disbursement at closing needed for commencement of the project, and

(ii) The reasonable availability of all other revenue or funding sources needed to finance and complete the project.

(C) Applicant and Department, and all other necessary parties, shall have executed all necessary and incidental instruments and documents, including but not limited to a vendor agreement.

(3) **Department action on request for withdrawal of funding.**

If, prior to disbursement of the monies to the applicant, the project bids exceed the estimates or it otherwise develops that the OERSSIRF proposal amount approved by the Department, when combined with any other sources of funding, will be insufficient to complete the approved project, then the applicant may file a written request to decline funding and withdraw its proposal for the current fiscal year.

**(b) Disbursement of funding to applicant; action following disbursement.**

(1) **Disbursement contingent on completion of conditions; reduction from approved amount.** At the time of and upon compliance by the applicant with the applicable requirements in

subsection (a) of this Section, the Department shall disburse the approved amount of OERSSIRF funds to the applicant for the approved project.

(2) **Disbursement in whole or part; timing.** Funds may be disbursed to the applicant in installments or in lump sum, and may be disbursed prior to, during, or upon, completion of the project, all as deemed appropriate by the Department under the project circumstances presented. The Department shall conduct on-site inspections to confirm completion of benchmarks described in the project plan.

(3) **Post-disbursement requests for increases in funding amount.** If after disbursement of the monies to the applicant it develops that the applicant needs more money for the project than the OERSSIRF amount disbursed by the Department, the Department may evaluate remaining funds and at its discretion may increase funding no more than 10% over the original proposed amount.

(4) **Post-disbursement action regarding unexpended funding.** If following completion of the project the applicant needed less money for the project than disbursed by the Department, the applicant shall return the unexpended amount to the Department. Unused funding shall be returned to the fund and made available during the next funding year.

(5) **Reports.** The Department may require quarterly or biannual progress reports and may at any time perform on-site inspections.

(A) Applicants shall provide all requested documents at the time of the inspection, or as required by the Department.

(B) Department staff shall report any suspected misappropriation of funds to the appropriate law enforcement authority.

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010(emergency); Added at 27 Ok Reg 2540, eff 7-25-2010]

**SUBCHAPTER 9. EVALUATION****310:642-9-1. Evaluation of Projects**

The Department shall perform an evaluation of the project within six (6) months of its completion, summarizing its effectiveness using benchmark measures identified in the proposal as required by 310:642-7-1(b)(3) (relating to content of proposals).

[**Source:** Added at 27 Ok Reg 697, eff 2-2-2010 (emergency); Added at 27 Ok Reg 2541, eff 7-25-2010]

**FY 2022 OERSSIRF Attachment A**

<b>Attachment A - FY 2021 Response to the Request for Proposals and Solicitation for OERSSIRF</b>					
Section 1 - General Information and Project Requirements					
Name of Submitting Entity:					
Project Number (if more than one response is submitted)					
Total Project Amount (matching + requested \$ =)					
Requested OERSSIRF Amount					
Mailing Address of Submitting Entity					
Entity Phone Number					
Contact Name					
Contact Phone Number					
Contact Email Address					
<b>Demographic Questions</b>					
The submitting entity is asked, BUT NOT REQUIRED, to provide the following information. A score will not be assigned to any of the submitted information. However, the information may be useful to the review panel. If some of the requested information is not applicable, enter NA. In cases where more than one response to a question is applicable, check all that apply.					
Certification and Licensure Level of Emergency Medical Personnel at the submitting entity					
EMR			BLS		
Intermediate			Advanced EMT		
Paramedic			Specialty Care or Critical Care		
Number of response vehicles (EMRA Response Vehicles or Ambulances)					
Number of substations or posts operated by the entity					
Number of responses in CY 2018					
How is the agency funded?					
Charges		Sale Tax		Subscriptions	
Property Tax		Utility Assessments		Other	
<p align="center"><b>FY 2021 OERSSIRF Attachment A and supporting documentation is to be limited to 55 pages.</b></p> <p align="center"><b>See Guidebook for additional details and explanations. (page 8)</b></p>					



**Section 2 Part A Statutory Eligibility (63 O.S. 1-2512.1)**

The proposed project must comply with 63 O.S. 1-2512.1. The applicant must possess all necessary and incidental legal rights and privileges for project commencement and completion. The application must reflect the eligibility as well as statutory purposes of the project.

**These requirements must be documented in Section 2 of the application. Proposals that do not meet the statutory requirements will be returned to the applicant.**

**Section 2 Part A - Qualified Entity**

Qualified Entity (check applicable boxes) O.A.C. 310:641-1-3:

EMS Personnel	<input type="checkbox"/>	Emergency Medical Dispatch	<input type="checkbox"/>
Certified Emergency Medical Response Agency	<input type="checkbox"/>	Approved Medical Director	<input type="checkbox"/>
Licensed Ambulance Service	<input type="checkbox"/>	An Association	<input type="checkbox"/>
Approved Training Institution	<input type="checkbox"/>	Sponsoring Agency	<input type="checkbox"/>

A sponsoring agency can be an EMS District; a city or county operating a certified emergency response; a licensed ambulance service; an education system operating EMS training institutions, etc. Explain qualifying relationship or criteria below:

**Section 2 Part B. Local Need, Support, and Priority (310:641-3-1 (c) (3))**

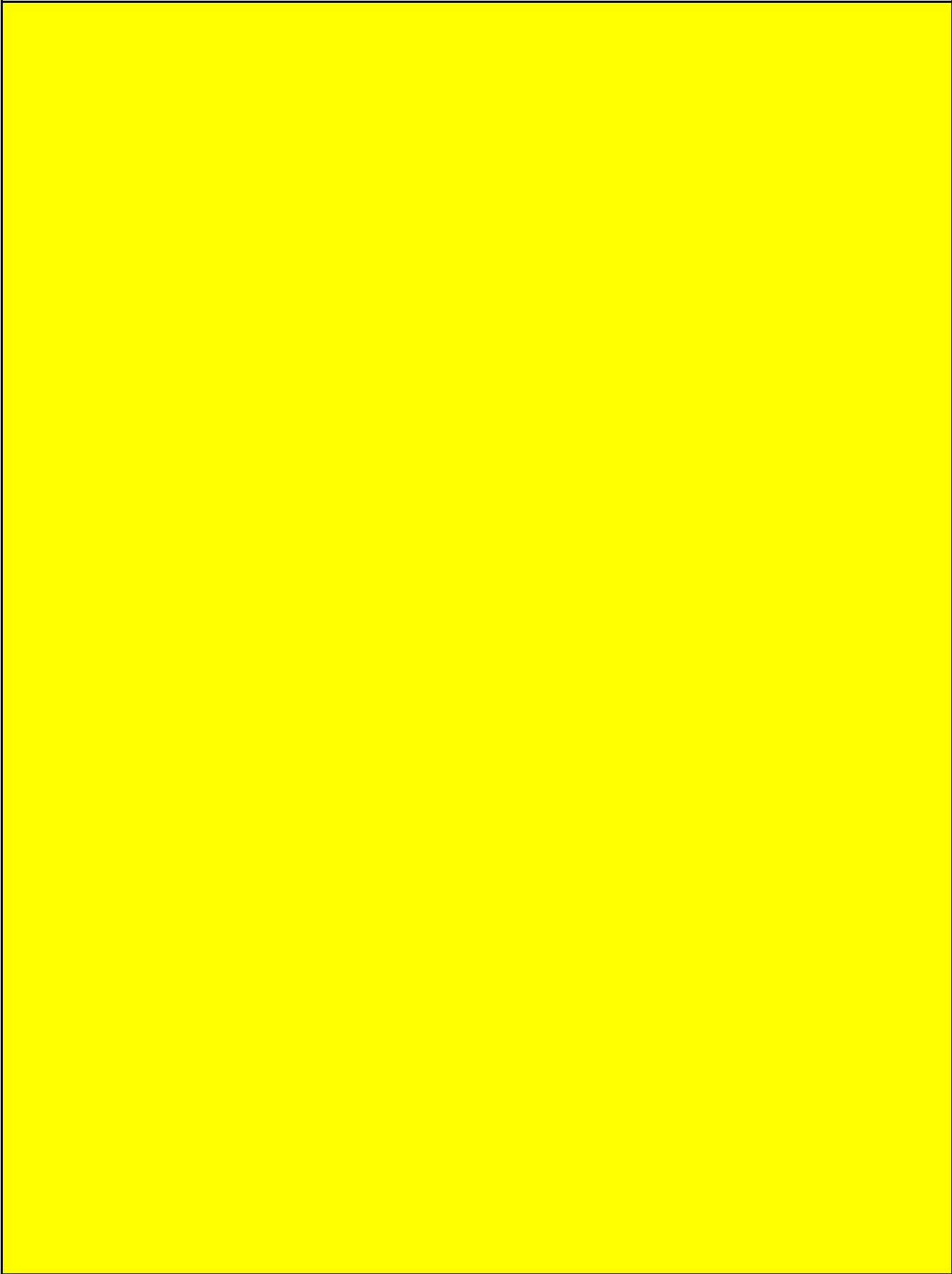
*"The applicant shall demonstrate that the project is needed in the area to be served and is sufficient, as proposed, to serve such needs. Applicant shall demonstrate local support, interest and commitment in and to the proposed project."*

(a) The qualifying entity must demonstrate the project is needed in the area to be served, as supported by needs identified in a needs assessment. The description of the project must clearly show how the project will appropriately address the identified need(s), and include the assessment referencing the project needs.

(b) The qualifying entity must demonstrate local support, interest, and commitment to the proposed project. Letters from the involved entities (e.g. cities, counties, companies shall be included, as applicable.

Please use the space below to describe the project, the local needs, support and priority. Additional documentation may be attached.

**Section 2 Part B. Local Need, Support, and Priority (310:641-3-1 (c) (3)) (continued)**



<b>Section 2 Part C. Availability of other Assistance (310:642-3-1 (c) (4))</b>
Applicant shall demonstrate appropriate due diligence to ensure no alternative sources of revenue could be obtained and utilized for project financing.
Efforts to determine alternative sources of revenue must be documented in a narrative summary. Identify all measure and efforts to seek alternative funding sources.
The documentation for alternative sources of funding is to include, but not be limited to: (a) formations of "522" or Ambulance Service Districts; (b) formation of Title 19 Funding District, (c) Additional Public Monies, (d) Grants.
Please use the space below to describe steps taken to identify additional resources. Additional documentation may be attached.
<b>Section 2 Part D. Project Feasibility (310:641-3-1 (c) (5) and (6))</b>
Applicant shall not be considered an expert or financial consultation for the purpose of attesting to project feasibility and cost-effectiveness.
Application will be reviewed prior to scoring to ensure guidance was followed.
<u>"The Department shall be under a continuing obligation to ensure the following standards and criteria are satisfied before any proposal is approved for funding and may determine compliance with these standards and criteria during preliminary review, scoring and selection, or during a post selection review."</u>
Applicant must demonstrate the project is feasible and cost effective. The project description shall establish all items to be completed and purchased during the project period. All items to be purchased must be detailed in the Budget Section and Benchmark Section.
Documentation must be provided that demonstrates purchasing timetables and costs for all project items.
Appropriately credentialed expert or consultant must provide attestations to the feasibility and cost - effectiveness of the project must be provided. Credentials of financial consultant(s) and expert(s) shall be submitted with attestation(s).
<b>Section 2 Part E. Statewide Needs and Public Interest. (310:641-3-1 (c) (7))</b>
Applicant must show how the project will serve the public interest and welfare by demonstrating the relationship between the project and "Stabilization and Improvement" within the State of Oklahoma, as identified in a needs assessment.
Needs Assessments may include reports from Bishop and Associates, National Highway Transportation and Safety Administration, OSU Cooperative Extension Service, or other reports regarding EMS.
Attestations of the benefits of the project to the public interest and welfare shall be provided by an appropriately credentialed consultant or other expert. Credentials of financial consultant(s) and expert(s) shall be submitted with the attestations(s).
The applicant shall not be considered an expert or financial consultant for the purpose of attesting to the project need. Real and potential conflicts of interest will need to be declared in the attestation with steps taken to address the conflicts. Application will be reviewed prior to scoring to ensure guidance was followed.

**Section 2 Part E. Statewide Needs and Public Interest. (310:641-3-1 (c) (7)) (Continued)**

Use the area below to describe the needs assessment process and documentation.  
Additional Attestations or supporting documentation may be attached.

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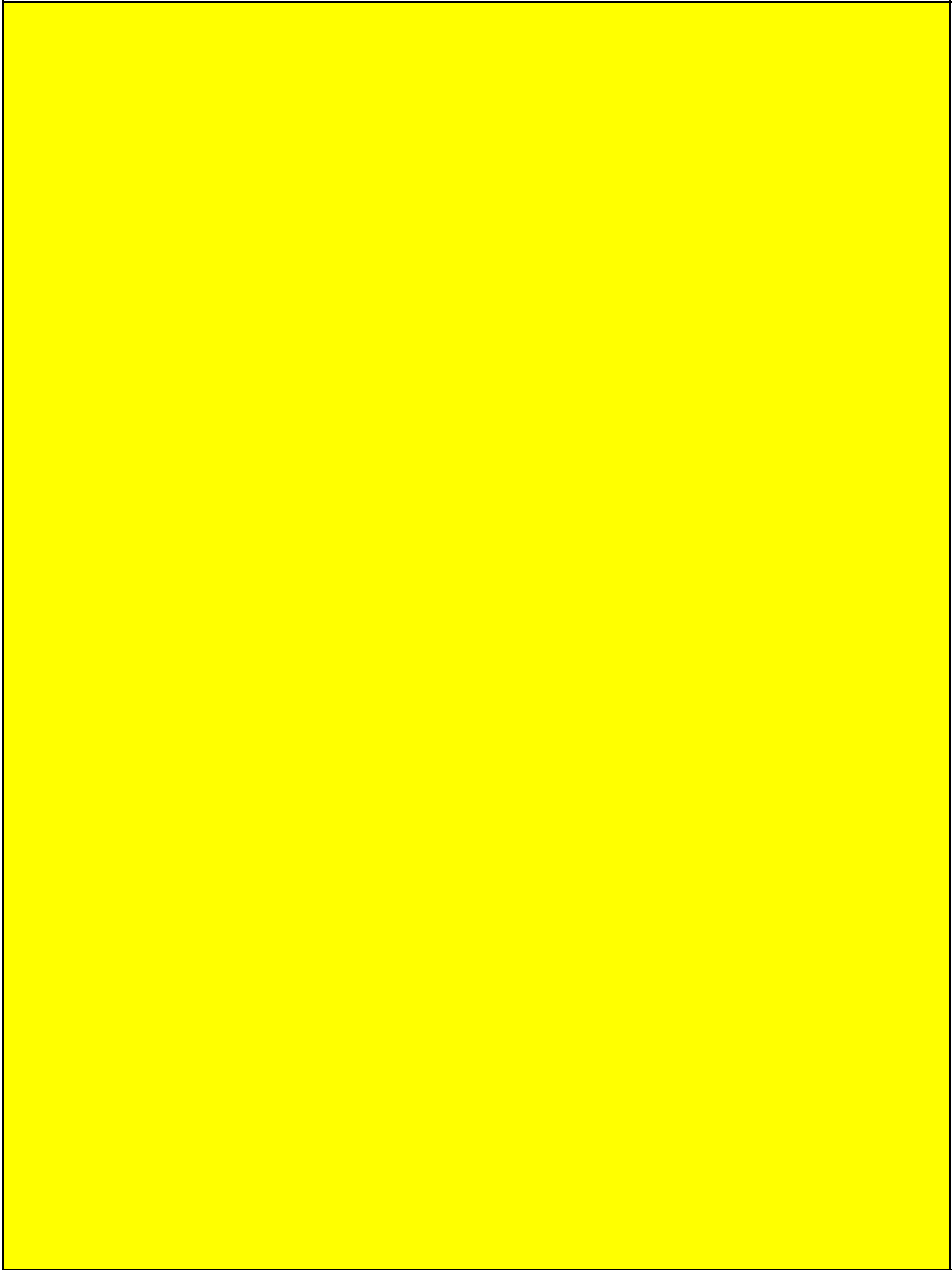
<b>Section 3 - Statutory Purpose(s) (Check all applicable activities)</b>
Statutory Reference (63 O.S. § 1-2512.1)
...All monies accruing to the credit of the fund are hereby appropriated and may be budgeted and expended by the Department for the purpose of funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel, capital and equipment needs.
Regulatory Reference and Scoring (O.A.C. 310:642-5-1 OERSSIRF funding priority point system (2) (A) Statutory purposes (S): (i) - (vi))
Points shall be awarded for each of the relevant statutory purposes of the proposal as follows:

<b>All applicable statutory purposes must be included in the Benchmark Section.</b>		
Statutory Purpose	Value	Is this part of the Proposal ?
Funding Assessment Activities	50 Points	
Stabilization and/or Reorganization of At-Risk Emergency Medical Services	100 Points	
Development of Regional Emergency Medical Services	50 Points	
Training for Emergency Medical Director	50 Points	
Access to Training for Front Line Emergency Medical Services Personnel	100 Points	
Capital and Equipment Needs	50 points	

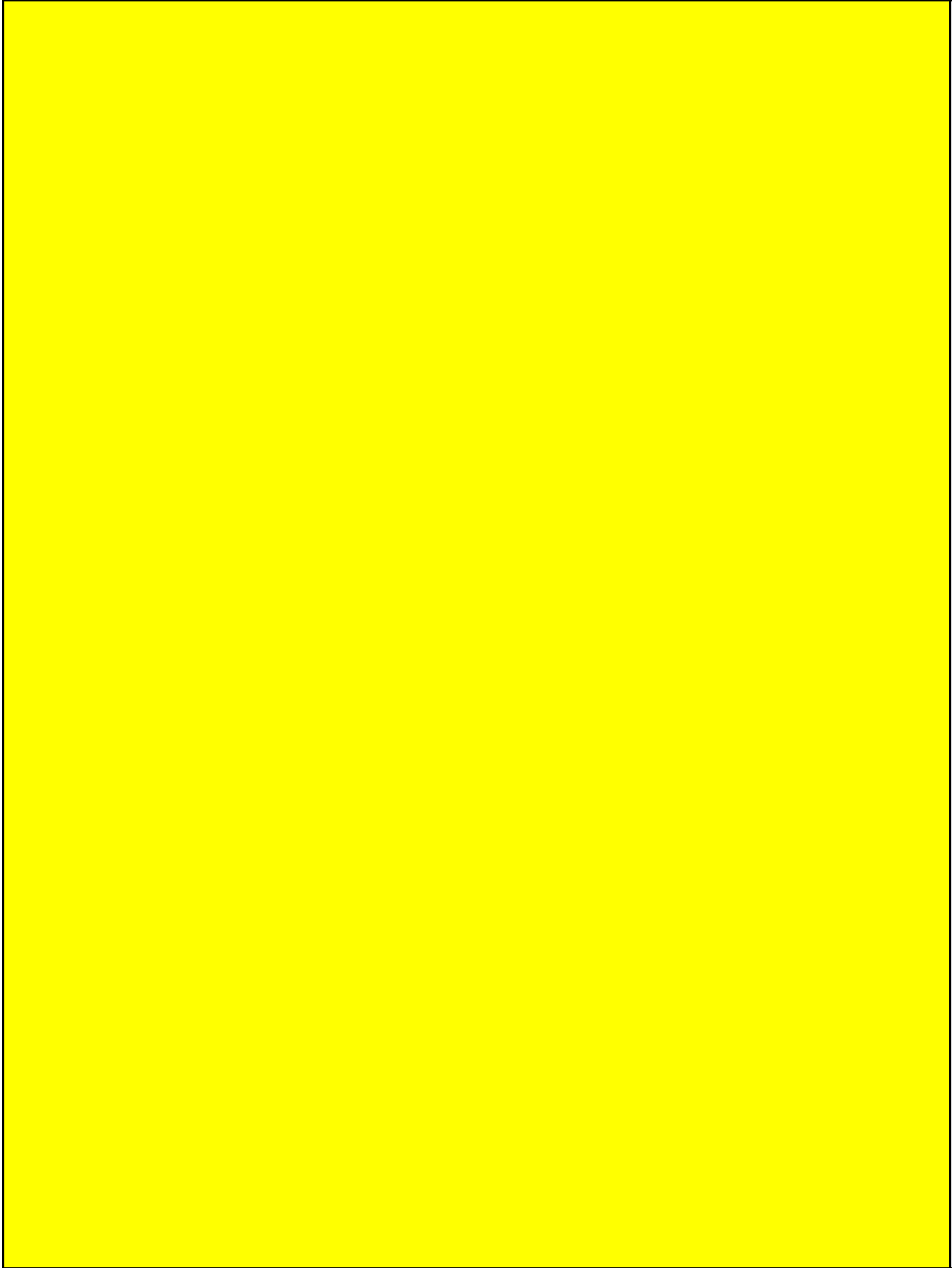
<b>Applicant Self Score</b>	
-----------------------------	--

Statutory Reference (63 O.S. § 1-2512.1)
In narrative form, describe the project statutory purpose(s) and include any documentation that supports the awarding of points for the Statutory Purpose(s). Continue on next page

Section 3 Statutory Reference (63 O.S. § 1-2512.1) (continued)



Section 3 Statutory Reference (63 O.S. § 1-2512.1) (continued)







**Section 5 Population Density (continued)**

In narrative form, use this page to describe the Multiple Jurisdictions and Population Density within this proposal. Include any documentation that supports the awarding of points for the Multiple Jurisdiction and Population Density.

<b>Section 6- Distance to trauma center</b>		
<p><i>O.A.C. 310:642-5-1 (D) Points shall be awarded for project areas where the average distance between the furthest and closest points within the project area to a trauma center classified by the State of Oklahoma or the American College of Surgeons as level I or II, as follows:</i></p>		
<p>Level 1 and Level II Trauma Centers are located in Oklahoma City and Tulsa, respectively. The  <b>OU Medical Center, 700 NE 13th Street, Oklahoma City, OK 73104</b>  <b>St. John Medical Center, 1923 South Utica Avenue, Tulsa, OK 74104</b>  <b>St. Francis Hospital, 6161 South Yale, Tulsa, OK 74136</b>                      Utilize MapQuest to determine distances within the proposed project area.  <b>website: <a href="https://www.mapquest.com/">https://www.mapquest.com/</a></b></p>		
Determine the most distant point with a physical address within the proposed project area from the closest Level 1 or Level II Trauma Center		Most Distant Point - Address
		Miles to Closest Trauma Center
Determine the closest point with a physical address within the proposed project area from the closest Level 1 or Level II Trauma Center		Closest Point - Address
		Miles to Closest Trauma Center
Average distance within proposed area to the closest Trauma Center		

Scoring Criteria	Points	√	<b>Applicant Self Score</b>
0-25 Miles	0		
25 to 49 Miles	10		
50-74 Miles	20		
75 - 99 Miles	30		
100 - 124 Miles	40		
125-149 Miles	50		
150 Miles and over	100		

Amendment 2: Statewide projects use 171.9 miles as the average distance to the Closest Trauma Center in OK

Include copies of the MapQuest maps, routes, and distances used to support the awarding of points for this section. A narrative description may also be included below.



<b>Section 9 - Project Matching</b>	
<i>O.A.C. 310:641-5-1 (G) states: If the proposal proposes the use of matching funds, points shall be awarded consistent with the following formula:</i>	
Matching fund formula: Total encumbered matching dollars / total project amount = % of matching dollars. Encumbered matching dollars means the total dollar amount of both in hand and in kind matching funds.	
Total project amount is the sum of the total encumbered matching dollars and the amount of requested funds from Section 7.	
Example: \$25,000.00 (Total encumbered matching dollar)/\$100,000.00 (Encumbered and requested funds) = 25% matching dollars	
Entities providing matching funds shall provide documentation that verifies a commitment to provide matching funds and the amount to be provided. There are two types of matching funds: 1) "In Hand", which are funds set aside to accomplish the goals and benchmarks of the project; and 2) "In kind" contributions, that have been received to complete the proposal. In-kind matching funds will be required to have a monetary value for budgeting purposes.	
In kind matching funds are services or goods that are donated to the grantee agency by a third party. <b>Note: that one division/department within an agency/organization CANNOT donate goods or services to another division/department with that same agency/organization.</b>	
Examples of "In kind" matching funds or contributions include: 1) Personnel time given to the project (no cash payment for time); 2) Person on loan from another organization/corporation; 3) Use of existing equipment; 4) Use of existing laboratory equipment or facilities; 5) donations from a third party- (excluding cash)	
<b>The matching fund allocation will need to be detailed in the proposed expenditures in Section 10 of this application.</b>	
<b>Failure of the applicant to clearly detail the budget, to include matching funds and expenditures, may result in the application being rejected.</b>	

Scoring Criteria	Points	√	Scoring Criteria	Points	√
10% of the requested funds (10% to 19.99%)	10		60% of the requested funds (60% to 69.99%)	60	
20% of the requested funds (20% to 29.99%)	20		70% of the requested funds (70% to 79.99%)	70	
30% of the requested funds (30% to 39.99%)	30		80% of the requested funds (80% to 89.99%)	80	
40% of the requested funds (40% to 49.99%)	40		90% of the requested funds (90% to 99.99%)	90	
50% of the requested funds (50% to 59.99%)	50				
<b>Applicant Self Score</b>					

**Section 10 Budget / Proposed Expenditures**

Describe all goods and services to be purchased with the requested funding. As a contracted vendor, these are your deliverables to the Department. Assign a separate item number to each line/deliverable. Enter the statutory purpose of each item, the estimated receive by date of each item, and the associated benchmark number ( See Section 13) Attach copies of bids received and label the bid with the corresponding item number.

Item No.	Description	Statutory Purpose	Bid Attached	Quantity	Cost / Unit	Total Cost	Amount Matching Fund	Amount OERSSIRF Request	Estimated Delivery Date	Benchmark
Example	Handheld Radios	Capital	Yes	10	\$500.00	\$5,000.00	\$2,500.00	\$2,500.00		6
				Totals						

**Applicants submitting an invoice to the Department for reimbursement of deliverables must include documentation the vendor participated in and/or received the deliverable.**

Section 10 Budget / Proposed Expenditures (continued)										
Item No.	Description	Statutory Purpose	Bid Attached	Quantity	Cost / Unit	Total Cost	Amount Matching Fund	Amount OERSSIRF Request	Estimated Delivery Date	Benchmark
Example	Handheld Radios	Capital	Yes	10	\$500.00	\$5,000.00	\$2,500.00	\$2,500.00		6
				Totals						

**Applicants submitting an invoice to the Department for reimbursement of deliverables must include documentation the vendor participated in and/or received the deliverable.**

<b>Section 11 - Previous Funding Assistance</b>			
<i>O.A.C. 310:642- 5 -1 (H) states: If a qualified entity has been approved for one (1) or more OERSSIF proposals from the Department for projects awarded in the past, points shall be deducted from the proposal according to all of the following provisions that apply unless the previous proposal was for an assessment of the need for the establishment of EMS or stabilization of an at-risk EMS:</i>			
If a qualified applicant has been approved for one or more OERSSIRF grants in the past, points shall be deducted; unless the previous proposal(s) was for an assessment of the need to establish an EMS agency or the stabilization of an at-risk EMS. (O.A.C. 310:642-5-1 (H))			
To help ensure accuracy , Department staff and the review panel will score this section together. The Score will be based on the Department document that includes the previous awards, benchmark awards, and at-risk exemptions.			
Criteria	Points Deducted	√	
One (1) funded project in the preceding twelve (12) month period, or FY 20120	-80		
More than one (1) OERSSIRF project in the preceding twelve (12) month period, or FY 2020	-100		
One (1) OERSSIRF funded project more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17,18, 19, or 20	-50		
Two (2) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, or 20	-80		
Three (3) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, or 20	-100		
Four (4) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, or 20	-150		
Five (5) or more OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, or 20	-175		
<b>Section 12 - Previous Funding Evaluation</b>			
<i>O.A.C. 310:642- 5 -1 (I) states: The project score established through the Department's evaluation required by OAC 642-9-1(a) for each previously completed OERSSIRF project shall earn the following points:</i>			
The project score established through the OSDH evaluation required by O.A.C. 310:642-9-1 (a) for each previously completed OERSSIRF project shall earn the following points. Applicants shall submit copies of letters verifying the OSDH benchmark ratings.			
Rating	Points / Rating	Number of Benchmark Letters With This Rating	Total Points
Significantly Improved	100		
Improved	50		
Not Improved	-50		
Worsened	-100		
Self Score from Previous Awards		Applicant Self Score	
Self Score for Benchmarks			
Total point deduction or additions			

Section Self Score Summary			
Section	Self Score		
Statutory Purposes			
Multiple Jurisdictions			
Population Density			
Distance to Nearest Trauma Center			
Number of EMTs in Project Area			
Amount of Funding Requested			
Project Matching			
Previous Funding Assistance			
Previous Funding Evaluation			
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Draft Total Score</td> <td></td> </tr> </table>		Draft Total Score	
Draft Total Score			



**Section 13 - Benchmarks**

A benchmark is a standard by which a measurement can be made. It is a point of reference for evaluating performance. Benchmarks must be stated in measurable terms.

- Regulatory Text: (b) Each proposal shall include a section setting forth the criteria that will be used to evaluate the success of the project. The criteria shall include:*
- (1) Specific, objective metrics for evaluation of the project. For example: a percentage decline in response time or improvement in the number of available EMTs within a region, measured against the same metric at the start of the project.*
  - (2) A clear methodology and a description of data sources for computing the performance measures proposed in the project plan, for example, comparing responder response times or the total number of EMTs in a region against the same metric at the end of the project.*
  - (3) Benchmark measures for each of the following assessment levels:*
    - (A) Significantly improved.*
    - (B) Improved.*
    - (C) Not Improved.*
    - (D) Worsened.*

Answering the questions below will help establish the benchmark for each statutory purpose detailed in the proposal. Additional pages may be included.

Benchmarks are required for a proposal to be reviewed and scored by the panel.

**Statutory Purpose: Funding Assessment Activities**

- What will be improved through the proposal?
- What is the current condition of the item to be improved?
- How did you determine the current condition of the item to be improved?
- How will the proposal improve the current condition of the item?
- When will the current condition of the item be improved?
- How will you measure improvement?
- To measure Significant Improvement for this item, what is required?
- To measure improvement in this item, what is required?
- To measure no improvement in this item, what will have occurred?
- To measure a worsening condition for this item, what will have occurred?

**Statutory Purpose: Stabilization and/or Reorganization of At-Risk Emergency Medical Services**

- What will be improved through the proposal?
- What is the current condition of the item to be improved?
- How did you determine the current condition of the item to be improved?
- How will the proposal improve the current condition of the item?
- When will the current condition of the item be improved?
- How will you measure improvement?
- To measure Significant Improvement for this item, what is required?
- To measure improvement in this item, what is required?
- To measure no improvement in this item, what will have occurred?
- To measure a worsening condition for this item, what will have occurred?

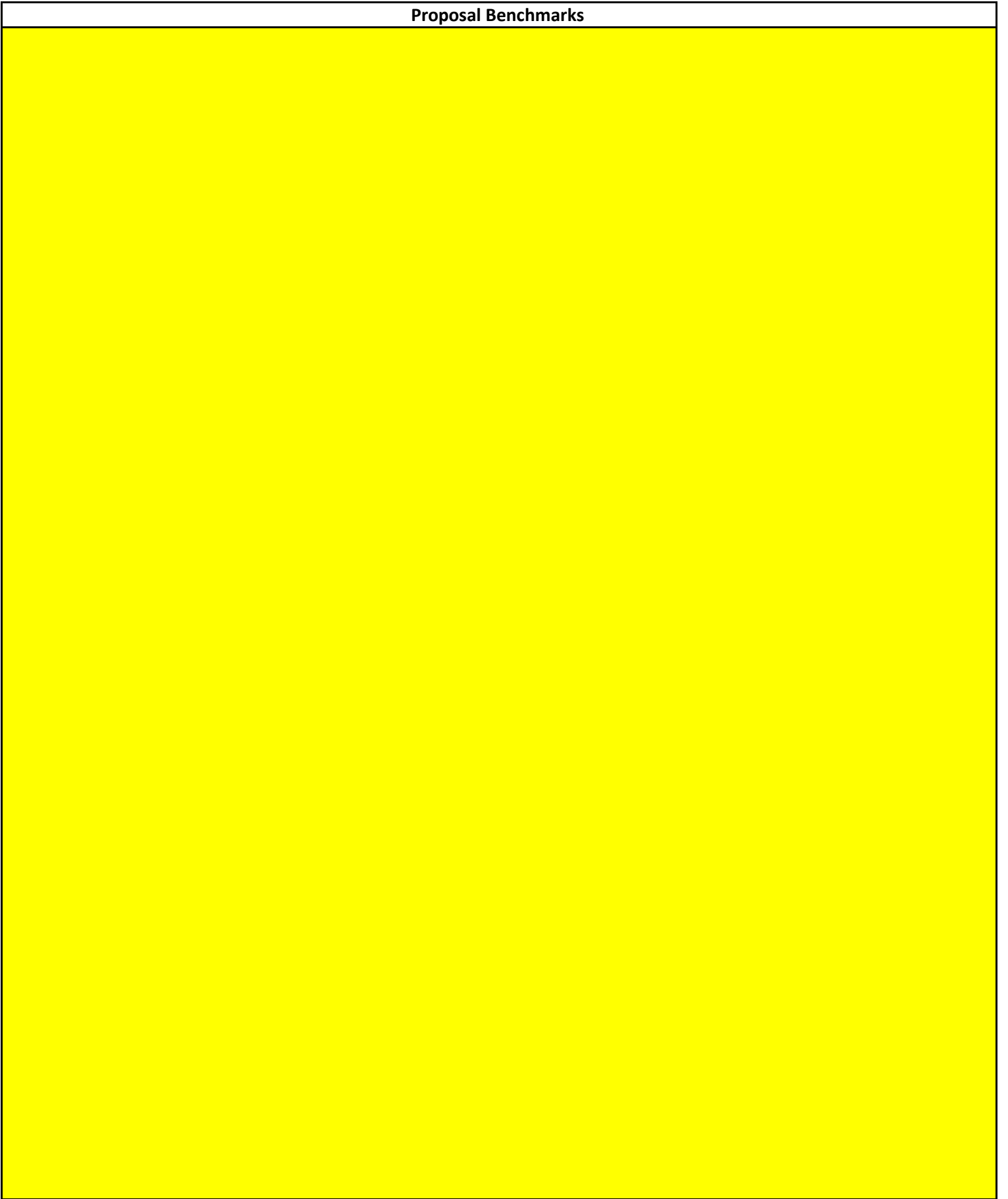
<b>Statutory Purpose: Development of Regional Emergency Medical Services</b>
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will you measure improvement?
To measure Significant Improvement for this item, what is required?
To measure improvement in this item, what is required?
To measure no improvement in this item, what will have occurred?
To measure a worsening condition for this item, what will have occurred?

<b>Statutory Purpose: Training for Emergency Medical Director</b>
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will you measure improvement?
To measure Significant Improvement for this item, what is required?
To measure improvement in this item, what is required?
To measure no improvement in this item, what will have occurred?
To measure a worsening condition for this item, what will have occurred?

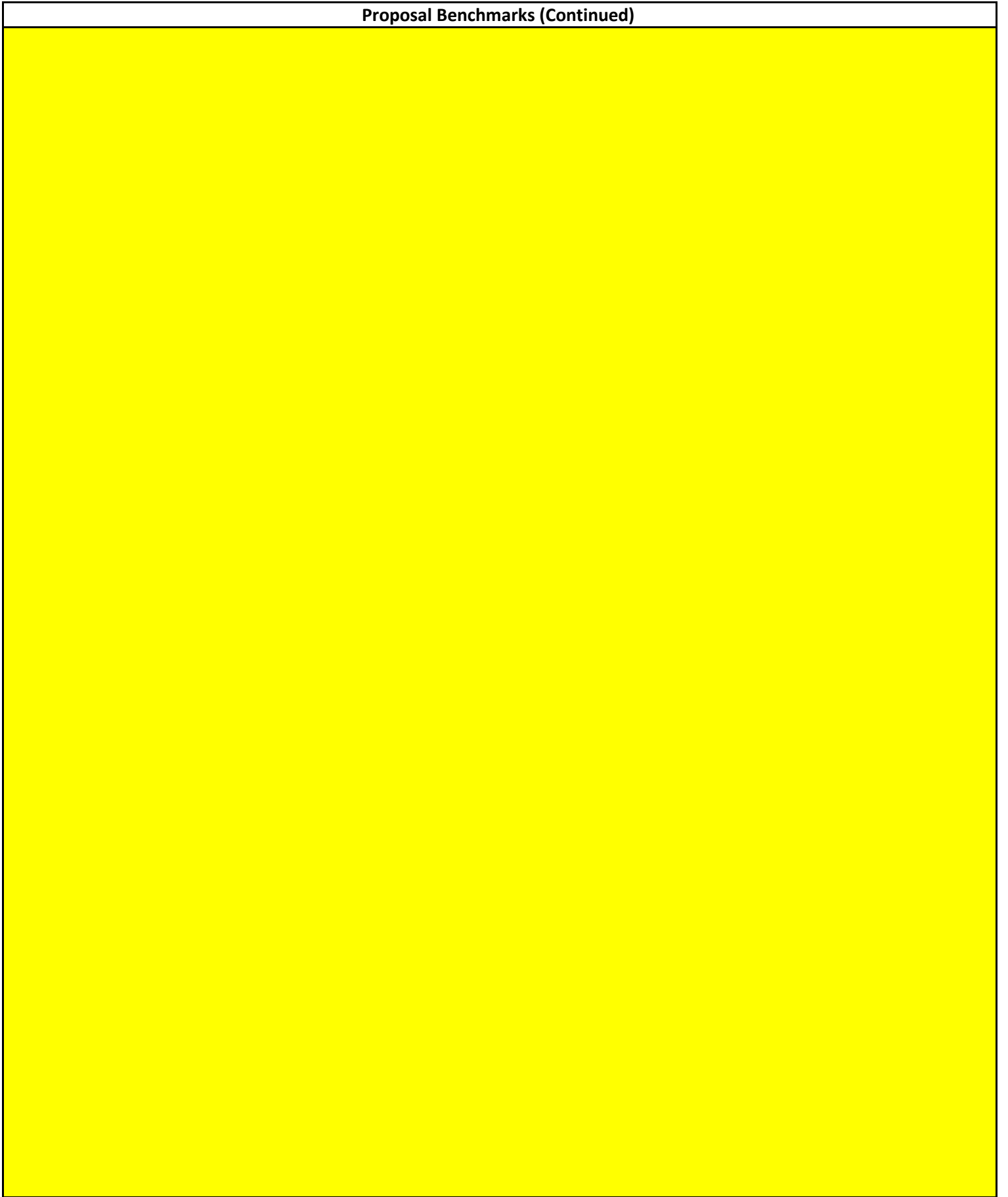
<b>Statutory Purpose: Access to Training for Front Line Emergency Medical Services Personnel</b>
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will you measure improvement?
To measure Significant Improvement for this item, what is required?
To measure improvement in this item, what is required?
To measure no improvement in this item, what will have occurred?
To measure a worsening condition for this item, what will have occurred?

<b>Statutory Purpose: Capital and Equipment Needs</b>
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will you measure improvement?
To measure Significant Improvement for this item, what is required?
To measure improvement in this item, what is required?
To measure no improvement in this item, what will have occurred?
To measure a worsening condition for this item, what will have occurred?

**Proposal Benchmarks**



**Proposal Benchmarks (Continued)**



## ATTACHMENT B

### Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement Revolving Fund (OERSSIRF) - Fiscal Year 2022

This guidebook is an attempt to provide any interested party the information relevant to the OERSSIRF program. While the document is detailed, it is not meant to limit any submission or proposal that will “Stabilize and Improve” EMS in Oklahoma.

Any potential conflicts between the information in the Guidebook and the application sections are unintentional. If conflicts exist, follow the application instructions.

Table of Contents	Page 1
Introduction	Page 2
Application and process – FY 2021	Page 3
Considerations regarding how to respond to the solicitation	Page 4
OERSSIRF Sections	Page 5
Part 1-Solicitation	Page 5
Part 2- Application (Also referred to as Attachment A)	Pages 6 to 18
<ul style="list-style-type: none"><li>• General Requirements</li><li>• Qualified Entity</li><li>• Need and Support Availability of other funding Project Feasibility</li><li>• Needs and Public Interest</li><li>• Statutory Purpose Multiple Jurisdictions Population Density</li><li>• Distance to a Trauma Center</li><li>• Number of EMTs in Project Area</li><li>• OERSSIRF Funding</li><li>• Percentage of Encumbered Matching Funds Previous Awards</li><li>• Budget</li><li>• Previous Assistance</li><li>• Previous Benchmarks</li><li>• Self-Score Summary</li><li>• Benchmarks and Timelines</li></ul>	
Checklist	Page 19

#### Changes from FY 2020 Contractual Period

**A total of 5 copies and the original will need to be sent to the Department for review.**

**On September 11, 2020, rules were amended to decrease the number of panel members from 9 members to 5 members.**

**Additionally, the members will be appointed by the OSDH Commissioner.**

## Introduction

### What is the Oklahoma Emergency Response System Stabilization and Improvement Revolving Fund, or OERSSIRF?

OERSSIRF was created through statute for the purposes of:

- **Funding Assessment Activities,**
- **Stabilization and/or reorganization of at-risk emergency medical services,**
- **Development of regional emergency medical services,**
- **Training for emergency medical directors,**
- **Access to training frontline emergency medical services personnel,**
- **Capital and equipment needs.**

### The following individuals or organizations can apply for these funds?

Any person or organization or any combination of:

- licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response agencies, licensed ambulance services,
- approved training institutions,
- approved emergency medical dispatch agencies, approved medical directors
- or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services,
- or education systems operating EMS training institutions.

### How are the funds awarded?

This is a competitive scoring process. The Department must release it through a "Request for Proposal" (RFP) process because of the scoring process.

Each response is a submission to the Department to enter into a contract with the Department.

After the scoring process, the "Contracts" are awarded to the "vendors" that scored higher in the ranking of scores.

These are contracts, and the expectation is that the vendor will complete the terms in the contract

The terms of the contract are the deliverables.

Invoices will then be submitted from the Vendors to the Department periodically, so that reimbursement can be made.

The vendor must be able to show documentation that the deliverable was completed by the vendor.

## Application and Process for FY 2020

### OERSSIRF Key Terms

**Application** means the section of the solicitation that is used for scoring purposes.

**At risk** is not defined within the regulation, but is part of the scoring process. If the applicant asserts they are at risk, then adequate documentation is required for the reviewer to be able to award points for at risk categories

**Benchmark** refers to the measurement of success from the proposal. The agency defines how success will be measured, and the Department will review the grant activities to determine what benchmark should be awarded.

**Deliverables** means these are the items within the proposals that the qualified entity states will be accomplished if awarded. Each deliverable will need a way of measuring success. Each vendor must maintain documentation that the deliverable was completed by the vendor.

**Department** means The Oklahoma State Department of Health

**Matching Funds** means encumbered or assigned funds that are dedicated to the completion of the proposal. For OERSSIRF, there are two types of matching funds: 1) funds encumbered to the project and 2) donated labor, time, material, or donated money dedicated to the completion of the project

**OERSSIRF Regulations** mean Oklahoma Administrative Code 310:642

**OERSSIRF Statute** means O.S. Title 63 § 1-2512.1

**Request for Proposals** also known as the RFP means the process by which the Department is able to solicit vendors to provide goods or services to the Department.

Response to the RFP means documents received as a response to the RFP. The initial documents are reviewed for essential criteria. If the initial response is complete, then the completed proposals are then sent to the panel for review.

**Reviewers'** means the panel of volunteers that will be used to review the proposals submitted to the Department. There are nine reviewers on the panel.

Solicitation means the request for the RFP.

**"The applicant asserts- the reviewer validates"**- is a statement used during the review process. Each application is an assertion or statement that the applicant has earned the points declared within the proposal. Reviewers will score the applications based on the contents, and their understanding of the contents. The contents of the response must support the assertions. If the contents do not support the assertions, then the individual reviewers cannot validate the assertions.

**Vendors** are the qualified entity that is awarded a contract.

Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement  
Revolving Fund (OERSSIRF) - Fiscal Year 2022

Considerations regarding how to respond to the solicitation

- Read the guidebook
- Read all directions for the solicitation and application
- Please read the attachments
- Prepare a list of documents you will need to send.
- Ensure you know who will need to sign the solicitation
- Consider what you need that will “Stabilize and Improve” Emergency Medical System in your community, or region.
- When you are listing and detailing your needs, determine how you will measure success.
- Use the application fields to answer questions and provide narratives
- Always remember, as a response to the RFP, you are asserting how you will “Stabilize and Improve” EMS in your area and Oklahoma. Use the fields next to the point values to not only serve as a check list and a way to show the reviewers what you are asserting. After reading the assertions, the review panel will validate your assertions and provide a score.
- Do not assume the reviewers will understand what you are submitting. The narrative of the proposal is as important as the documents provided. The narrative will explain what you will use the money for, and explain the supporting documents. The supporting documents are used to validate the assertions made in the application and narrative.
- If the vendor is working with another agency or entity to complete a deliverable, (e.g. as an agency working with a dispatch center for improvement), be sure to include letters of support or commitment from your “partners”. This deliverable will also need to be detailed in the benchmarks.
- If the vendor is working with another agency in a type of cooperative agreement, then each vendor must receive a service, item or product from the cooperative agreement.
- Five (5) copies and the original are required to be submitted. An application will not be sent forward for review if the original and five copies are not submitted.

**Solicitation and RFP Award Process**

A “RFP” is released because the Department is “Soliciting” responses and proposals from “Qualified Entities” to “Stabilize and Improve” the Emergency Medical Services within the State of Oklahoma.

The “Response” from a “Qualified Entity” to the “Solicitation” contains what will be done to “Stabilize and Improve” EMS in Oklahoma.

Prior to the RFP closing date, a pre-proposal conference will be held to provide an open forum to provide information to potential applicants.

In this conference, questions may not be answered, but they will be collected for the purposes of responding in accordance with State of Oklahoma Procurement Statutes and Regulations.



Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement  
Revolving Fund (OERSSIRF) - Fiscal Year 2022

**The application process is:**

Responses are received in Procurement before the RFP closes  
The response must include five (5) copies and the original  
Documents are reviewed for Procurement Criteria  
Documents are reviewed for Emergency Systems Criteria  
Documents that contain all required criteria are proposals that are submitted to the panel for review and scoring  
Each scored proposal is then ranked and awards are based on rankings

**What does this mean?**

Before a response will be considered for review, the Department will evaluate each submittal to determine if it includes the following:

- Is the response from a legal and qualified entity?
- Does the response contain the required signatures for the solicitation?
- Does the response include appropriate statutory purposes?
- Does the response include complete responses for Local need, support, and Priority with Statewide needs and public interest
- Does the response include complete responses regarding the availability of other funding or other assistance
- Does the response include complete responses regarding economic and project feasibility?
- Does the response include a section setting the benchmarks that will be used to evaluate the project?
- Do they benchmarks include specific, objective (measurable) numbers or data?
- Do the benchmarks include a clear methodology and a description of the data sources used to compute or determine the performance measures within the project?
- Are Significantly Improved, Improved, Not Improved, and Worsened, measurements included in the benchmarks?

If the answer is no to any single section, then the response will not be sent to the review panel, based on the following regulations: *O.A.C. 310:642-3-1-(b) Criteria applicability*, and *310:642-7-1 Content of proposal*

**OERSSIRF Sections**

**General Directions:**

Each section asks for specific information. The information is provided in the narrative space, and supported by any required documentation. In the sections that have awardable points, the applicant is asked to complete the self-score section. These self-scores assists the reviewers to look for specific information in the narrative and documents. It also serves as a type of checklist for the person completing the application. More specific directions are below.

Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement  
Revolving Fund (OERSSIRF) - Fiscal Year 2022

**Part 1: Solicitation**

The Solicitation Package is part of the finished contract and must be submitted with the OERSSIRF Application. There are three parts that are required. They are the OMES Solicitation, the Solicitation Request, and the Special Provisions.

**The OMES Solicitation**

- Page 1: gives submission deadlines, details and the topic of the RFP;
- Page 2: must be completed by the person authorized to obligate the Supplier to a contract (The person who can make business decisions and enter into contracts for the applicant is the person that needs to sign this document);
- Page 3: must be completed by the person authorized to obligate the Supplier to a contract (The person who can make business decisions and enter into contracts for the applicant is the person that needs to sign this document); and
- Page 4- 8: General terms and Conditions- A must read.  
(This describes the business arrangements between the vendor and the State.)

**Special Provisions**

- Page 4, 10-17 Special Provisions, Solicitation Instructions, Terms of the Contract.  
A must read. (This describes specific requirements the applicant must complete to submit a complete response.)

Solicitation Request- Document providing the authority for the Department to solicit RFPs.

**Amendments to the Solicitation Package**

**When amendments to the Solicitation Package are required, the amendments will be released on the website. It is up to the Supplier to check the website throughout the open bidding period for any amendments to add to their proposal. The Amendments are required to be submitted as well.**

**Attachment A OERSSIRF Application**

**Section 1: General Information and Project Requirement.**

Submitting Entity is asking for the Name of the Qualified Entity submitting the response.

Project Number is needed if the entity is submitting more than one proposal. Please number them as project 1, project 2, etc.

Total Project Amount is how much money will be spent IN TOTAL to complete all the deliverables within the submission. This is the amount of money requested from OERSSIRF and matching funds the entity contributes.

Requested OERSSIRF Amount is how much money is needed from OERSSIRF to complete all the deliverables. This is the amount of money to accomplish the deliverables minus any

Mailing Address of Submitting Entity is the address of the qualified entity that correspondence from the Department can be mailed too.

Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement  
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Entity Telephone is the telephone number to contact the qualified entity submitting the response.

Contact Name is the name of the person representatives from the Department can contact when discussing the response.

Contact Telephone Number is the phone number of the contact person.

Contact Email Address is the email address of the contact person

### **Statement**

Each application is a single response to a Solicitation for Request for Proposals released for FY 2020. A single response cannot be considered as part of a larger project area or goal unless there are documents within the proposal that establishes the multi-jurisdictional support.

Also, any partnerships that occur between different organizations, such as a Private Ambulance Service and a City Police Department will need to have agreement letters showing the goal. This type of partnership may not qualify as multi-jurisdictional. However, letters detailing this partnership may show an example of community support.

### **What does this mean?**

- The RFP's that are funded are a contract with the Department.
- These qualified entities are asking to become vendors with the State of Oklahoma to provide "Stabilization and Improvement" activities for the State of Oklahoma.
- The stated goals, purpose, and deliverables within each proposal are the vendors responsibility to complete.
- If qualified entities are working together to accomplish a single goal, then documentation from the different jurisdictions or qualified entities must be included with the response.

The Department shall be under a continuing obligation to ensure the following standards and criteria are satisfied before any proposal is approved for funding and may determine compliance with these standards and criteria during preliminary review, scoring and selection or during a post selection review.

### **Demographics**

You are asked **BUT NOT REQUIRED** to provide the following information. The information can help members of the review panel gain a better understanding of your agency or entity. A score is not assigned to any of the submitted information. If an item does not apply to your agency or entity, you may submit an NA.

- Level of licensure or certification: (EMR, BLS, ILS, or PLS);
- Number of permitted ambulances or EMRA Response Vehicles are owned and operated by the applicant;
- Number of substations or posts operated by the applicant;
- Total number of responses for CY 2019
- How is your agency/applicant funded?

**What does this mean?**

- You are not required to respond to these questions;
- These may be helpful to the reviewers to understand the operations, advantages, and disadvantages of your service area;
- These will not be scored, and cannot be part of the final score;
- These questions are for information only; and
- NA, or not applicable is a valid answer

**Applications containing more than 55 pages will not be reviewed, and will be returned to the applicant.**

**The 55 page limit includes application pages and the documents that support the application, contents, attestations, assertions, descriptions, and purpose. Documents that support the timeline, benchmarks, and documents required to establish project legal and contractual requirements are not included in the 55 page limit.**

**What does this mean?**

- Count your pages;
- The pages that do count include Attachment A and their supporting documents;
- The pages the State requires for the contract do not count against the 55 pages;
- Timeline and benchmark documents do not count against the 55 page limit;
- Documents that establish your legal and statutory eligibility do not count against the 55 page limit;
- Use the fillable spaces and blank pages to provide your narrative to make your assertions; and
- Consider combining or limiting who you obtain your support letters from, focusing on the one that will meet the requirements for the response.

**Section 2: Part A – Qualified Entity:**

The Applicant must possess all necessary and incidental legal rights and privileges for project commencement and completion. The application must reflect the eligibility of the applicant as well as the statutory purpose(s) of the project. The statutory requirements must be documented in Section 2 of the application. Proposals that do not meet statutory requirements will be returned to the applicant.

**What does this mean?**

The applicant must be a qualified entity. A qualified Entity is one of the following statutorily authorized entities.

- EMS Personnel- an individual with a license or certification may apply for funding;
- Certified EMRA- must have a certification from the Department;
- Licensed Ambulance Service- must have a license from the Department;
- Approved Training Institution must have approved through the Department;

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- Approved Emergency Medical Dispatch agencies are any organizations that provide EMD to areas in Oklahoma;
- Approved Medical Directors are any medical directors affiliated with Oklahoma agencies; and
- Associations or sponsoring organizations may include: EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.

The applicant is only able to request funds to accomplish one or more of the six statutory purposes for OERSSIRF Funding detailed in Section 2.

**Section 2: Part B - Local need, support, and priority with statewide needs and public interest**

The applicant must show the project is needed and sufficient to meet the needs in the area. The application must show how the proposed project will serve the public interest and welfare by demonstrating the relationship between the project and the overall EMS development needs within the State of Oklahoma, as identified in a needs assessment.

Needs assessments may include reports from Bishop and Associates, National Highway Transportation and Safety Administration, OSU Cooperative Extension Service, or other reports regarding EMS.

The application must show local support for, interest in, and commitment to the proposed project. Letters expressing support from legal entities such as cities, counties, and companies in the area to be served shall be included as appropriate. The application will be reviewed prior to scoring to ensure guidance was followed.

Attestations of the benefits of the project to the public interest and welfare shall be provided by an appropriately credentialed consultant or other expert. Credentials of financial consultant(s) and expert(s) shall be submitted with the attestation(s). Applicant shall not be considered an expert or financial consultant for the purpose of attesting to project need. The application will be reviewed prior to scoring to ensure guidance was followed.

**What does this mean?**

- How did you determine what you needed?
- Detail the document(s) used to determine what you needed.
- Describe how the requested items will meet your needs and “Stabilize and Improve” EMS in Oklahoma.
- Does the applicant have support from the community(ies) that will potentially benefit from the funds?

**Section 2: Part C - Availability of other funding**

The applicant must demonstrate due diligence was performed to ensure no alternative funding sources could be obtained and utilized for financing the project. All measures and efforts by the applicant to find alternative (permanent or temporary) sources of funding must be documented in the application.

Efforts to determine alternative revenue must be documented in a narrative summary. Identify all measures and efforts to seek alternative funding sources. This may include attempts to seek tax dollars, (property or sales), changes in billing practices, or other activities designed to secure funding.

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The application will be reviewed prior to scoring to ensure guidance was followed.

**What does this mean?**

- Has the applicant sought other funding methods?
- Has the applicant detailed why other funding methods were not successful or effective?
- Why is this funding the only way to “Stabilize and Improve” your ems agency?

**Section 2: Part D - Project Feasibility**

The application must demonstrate the project is feasible and cost-effective. The project description shall establish all items to be purchased for the project are readily available on the open market and identified in Section 7. Spreadsheets must be provided that demonstrate purchasing timetables and costs for all project items. An appropriately credentialed consultant or other expert attestations to the feasibility and cost-effectiveness of the project shall be provided. Credentials of financial consultant(s) and expert(s) shall be submitted with attestations. Applicants not be considered an expert or financial consultant for the purpose of attesting to project feasibility and cost-effectiveness. The application will be reviewed prior to scoring to ensure guidance was followed.

**What does this mean?**

- How will the deliverables meet the needs in the assessment?
- Will this be a cost-effective way of meeting these needs?
- The consultant or other expert providing the expert attestations must include their credentials that entitle them to make these statements?
- The applicant cannot attest to their own feasibility and effectiveness.

**Section 2: Part E – Statewide Needs and Public Interest**

The applicant must show how the project will serve the public interest and welfare by demonstrating a relationship between the project and “Stabilization and Improvement” within the State of Oklahoma, as identified in a needs assessment.

An attestation is required to show the specific deliverables for the project will benefit the State by “Stabilizing and Improving” EMS within a specific area.

**What does this mean?**

- How will the deliverables meet the needs in the assessment?
- Will this be a cost-effective way of meeting these needs?
- The consultant or other expert providing the expert attestations must include their credentials that entitle them to make these statements?
- The applicant cannot attest to their own feasibility and effectiveness.

### **Section 3: Statutory Purpose**

#### **Statutory Purpose**

##### **What does this mean?**

- What can the money be used for?

##### **Funding assessment activities -**

- Does the qualified entity need to use a consultant to evaluate the existing system?
- Does the entity need funds to professionally assess and determine the best solutions for the area?
- Will the entity pay for and receive an assessment to determine their needs?

##### **Stabilization and/or reorganization of at-risk emergency medical services- How is your entity at risk?**

- What is the entity at risk from?
- How will the funds be used to address the risks? Does the entity need funds to restart a failing service?
- Does the entity seek to implement solutions identified in an assessment? Does the entity need money to remain open?

##### **Development of Regional Emergency Medical Services?**

- Will the money be used to create a system of different agencies, entities, communities or other partners to create a system that addresses a larger or expanded area?
- Will the money be used to include different agencies and entities into an existing system, expanding services in an area?

##### **Training for Medical Director**

- Does the medical director seek formal training to become a better or more effective medical director?

##### **Access to training for front line emergency medical services personnel**

- Will the money provide training be used to either initial training for new personnel?
- Will the money provide training be used to increase the level of licensure for existing personnel?
- Will the money provide training be used to improve current skills within current licensure?
- Will the money provide training assist the entity in maintaining current licensure?

##### **Capital and equipment needs**

- Will the funding be used to purchase equipment that needs to be replaced? Will the funding be used to upgrade existing equipment?
- Will the funding be used to buy supplies to support equipment purchases?

##### **Application considerations:**

If an applicant is seeking points for a statutory purpose, a deliverable and benchmark needs to be associated with the statutory purpose.

If the applicant “asserts” that an application will be used for several statutory purposes, the persons on the review panel will “validate” the contents of the application to award a score.

## Section 4 - Multiple Jurisdictions

If more than one community, county or other jurisdiction will benefit from this project, attach a map that highlights each such jurisdiction. Provide a list of the jurisdictions and describe the benefit to each one. For every listed jurisdiction, include documents that verify their inclusion in; and support for, the project.

The multiple jurisdiction assertion will need to be supported by the following types of documents:

- A map
- A description in the narrative detailing how the different jurisdictions will benefit from the proposals.
- Letters of support from the City or Town leadership. This may include any obligations they will incur for the success of the proposal.
- County Commissioners. This may include any obligations they will incur for the success of the proposal.
- Response agencies that rely and will benefit from the proposal. This may include any obligations they will incur for the success of the proposal.

## Section 5: Population Density

The population density of the proposed project area shall be determined by the zip codes within the proposed project area. This link is to a document that shows the square miles and population for each zip code in Oklahoma

<http://www.ok.gov/health/Protective Health/Emergency Systems/EMS Division/OERSSIRF - Oklahoma Emergency Response Systems Stabilization and Improvement Revolving Fund/index.html>

The source document for this information is the U.S. Census Bureau. The link for the source document is: <http://www.census.gov/geo/maps-data/data/gazetteer2014.html>

To determine the population density for this project, identify all zip codes and their population in the proposed project area and enter the information below. The score for this part of the application shall be that associated with the zip code in the proposed project area with the lowest population density.

If this application is proposing a state-wide project, the population density will be 54.7 persons per square mile, which is the state-wide average.

What does this mean?

- The Department has created a table that provides the density by zip code.(Formula- population /square miles = population density).
- The table lists the zip codes in numeric order.
- Include all the zip codes that will be included in your proposal.
- Reviewers will be able to access the table as well to verify your assertions.
- Zip codes listed will also be used to verify the assertions of multiple jurisdictions



### **Section 6: Distance to a Level I or II trauma center**

A Level I Trauma Center is located in Oklahoma City. Two Level II Trauma Centers are located in Tulsa. The addresses for the trauma centers are: 1) OU Medical Center, 700 NE 13th Street, Oklahoma City, OK 2) St John Medical Center, 1923 South Utica Ave, Tulsa, OK 74104, and 3) St Francis Hospital, 6161 South Yale, Tulsa, OK 74136.

Determine the physical address in the project area that is most distant from the nearest trauma center. On the MapQuest site (<http://classic.mapquest.com/maps>) enter that physical address as the "START" and the address of the nearest Level 1 or Level II trauma center as the "END", then click "GET DIRECTIONS". Enter the mileage from "START" to "END" on the OERSSIRF application. Print the MapQuest map and include it in this application.

#### **What this means?**

- What is the closest trauma center to your proposal area?
- In your proposed area, what is the farthest point from the trauma center with an address?
- Use that address and the address of the closest trauma center to determine the distance from the trauma center?
- This copy of the directions, map, or other verification of the distance will need to be included.

### **Section 7: Number of EMTs in Project Area**

The number of EMT's in the project area shall be the sum total of EMTs in the zip codes within the proposed project area. This document is a report created around September 1 showing the number of EMT's in each zip code in Oklahoma.

<https://www.ok.gov/health2/documents/Copy%20of%20number%20of%20EMS%20individual%20by%20zip%20code.pdf>

#### **What this means?**

- Using information provided by the Department- add the number of EMT's that are licensed within the proposal area
- The zip codes in this section should match the zip codes listed in other sections.

### **Section 8: OERSSIRF Funding Requested**

The applicant requested amount is the amount requested from the OERSSIRF fund. Please calculate the total cost of the project, and then subtract any encumbered matching funds. The difference should equal the amount of funds requested.

#### **What this means?**

- Is the applicant putting any matching funds into the project completion? If yes, determine the value of the matching funds. (See the guidance regarding matching fund percentages below).
- Establish the budget for the proposal.
- How much money will the entire project require?
- What is the value of the matching funds?
- Project Budget – Matching Funds = The amount the applicant needs from the OERSSIRF fund to complete the entire project.

### **Section 9: Percentage of Encumbered Matching Funds**

The encumbered matching funds percentage shall be calculated as follows: Total encumbered matching funds divided by total cost of the project = % of the project funding that depends on matching funds. Proposals that depend on encumbered matching funds shall include documentation (on letterhead, if possible) that clearly shows 1) a commitment to provide the matching funds, 2) who is providing the funds, 3) the amount to be provided, and 4) the purpose(s) to which the funds are committed.

The only matching funds that may be counted for points are: 1) funds set aside (encumbered) to accomplish the goals and benchmarks of the project; and 2) donated labor, time, material, and/or money dedicated to completion of the project. Attach all documents associated with matching funds to the application.

#### **What this means:**

- Matching funds are dedicated to the project objective
- Matching funds can be money dedicated from a budget (encumbered) or donated to be used for the project.
- Examples of donated matching funds include-
- land donated for a building- the value of the land is the value of the donation to the matching fund percentage;
- Labor - a contractor is willing to donate 20% of the cost of labor from the cost of the building. The amount of money that 20% equals is the value of the matching fund; or
- material donated from a supplier could also be used in the matching fund percentage
- Clear documentation is required showing the type of matching fund being included and the source
- The formula to determine the percentage of matching funds is: Matching fund total/total project budget = percentage of project matching funds.
- (example \$150,000.00 is the total budget. \$50,000 match is encumbered, and the vendor requests \$100,000.00 is requested from OERSSIRF.  $\$50,000/\$150,000 = 33.33\%$ )

### **Section 10: Budget / Proposed Expenditures**

Describe all goods and services to be purchased with the requested funding. Assign a separate item number to each one. Enter the statutory purpose of each item; the estimated receive date of the item, and the associated benchmark number. Attach copies of any bids received and label the bid with the corresponding item number. Ensure total cost does not exceed funds requested in the proposal. See the example on the form.

Each vendor will need to receive and participate in each deliverable to be reimbursed for the expense.

#### **What does this mean?**

- This is a summary of what you will purchase through OERSSIRF funds.
- It is also a type of checklist to make sure that you include all the plans from the narrative are on this form.

## **Section 11: Previous Awards**

### **Section 12: Previous Benchmark Evaluations**

If a qualified applicant has been approved for one or more OERSSIRF grants in the past, points shall be deducted; unless the previous proposal(s) was for an assessment of the need to establish an EMS agency or the stabilization of an at-risk EMS.

Within the definitions of the regulation- at risk is not defined.

As part of the scoring process beginning in 2012, if a majority of the reviewers awarded points for an agency being at risk, then points for the previous proposal will not be deducted. Otherwise, points for previous awards will be deducted.

#### **What does this mean?**

- If you have never been awarded OERSSIRF funding- this section does not apply to you.
- If you have been OERSSIRF funding in the past, review previous awards and benchmark letters to determine the best score for your proposal.

### **Section 13: Benchmarks and Timelines for Benchmarks and Evaluations**

As part of each proposal, the qualified entity is to include how success will be measured for the proposal.

The regulation states:

*Regulation Reference: O.A.C. 310:642-7-1*

*(b) Each proposal shall include a section setting forth the criteria that will be used to evaluate the success of the project. The criteria shall include:*

- (1) Specific, objective metrics for evaluation of the project. For example: a percentage decline in response time or improvement in the number of available EMTs within a region, measured against the same metric at the start of the project.*
- (2) A clear methodology and a description of data sources for computing the performance measures proposed in the project plan, for example, comparing responder response times or the total number of EMTs in a region against the same metric at the end of the project.*
- (3) Benchmark measures for each of the following assessment levels:*
  - (A) Significantly improved.*
  - (B) Improved.*
  - (C) Not Improved.*
  - (D) Worsened.*

#### **What does this mean?**

- Benchmarks are required.
- Benchmarks will include a specific and measurable outcome and a description of how the outcome was measured to determine the level of improvement.
- Levels of improvement include Significantly Improved, Improved, Not Improved, and Worsened.

**Questions and considerations for developing benchmarks.**

**What do I need to stabilize and improve EMS?**

- How did you determine what was needed?
- Why do I need this item or items?
- How are you going to measure success- for the significantly improved, improved, not improved and worsened levels?
- What information are you going to compare and use to show the goals were met- and the deliverables stabilized and improved the system?
- The process or the summary regarding why the deliverable is needed will need to include your current status.
- The process and methods to determine our status can be documented in the application.

**Determine your needs to “stabilize and improve” EMS within the application.**

How did you determine your needs? Did you:

- Review agency records?
- Work with staff to identify needs?
- What “numbers” determined your needs?
- If awarded, we will see these numbers change and improve. These are your specific objective metrics.  
Example:
  - The current status is X, and Y is needed to stabilize and improve our current status. The amount of change between X and Y determines your success level.

Also, X and Y will need a time frame reference. (Between MM/DD/YYYY and MM/DD/YYYY - This occurred to bring us to X. Through the funding, Y will be attained by MM/DD/YYYY)

**Levels of success:**

The current status is known, or X

- A solution has been selected to fix the current status,
- The solution will move us to Y by a certain date.
- Significantly improved will be attained if Y is 10 times better than X
- Improved will be attained if Y is 5 times better than X
- Not improved will be attained if X and Y are the same
- Worsened will be attained if Y is less than X

**Another example or way to describe this process:**

What do I need the money for? (goal)  
What is my current status? (why do I need this goal)  
How do I know if I met my goal? (the benchmark and level of success)

(Goal or Need)- We need a new ambulance to because our old one is costing too much money to fix.

(Current status) The current ambulance cost the city \$15,000 to keep it running over the last two years. Based on what the unit maintenance history and current needs, it will cost another \$10,000 over the next 18 months.

(Success) If we get the new ambulance, it will save the City in maintenance costs to use the savings for other EMS related items. The savings will amount to a minimum of \$8,000.00 over the next 12 months.

**Another example or way to describe this process:**

The need identified is more personnel are needed. Why are more personnel needed?  
To continue the viability of the agency and decrease the number of times we relied on mutual aid and other agencies to respond to our area.

The applicant will use the funding to Increase the number of licensed personnel through training courses.

**Specific and objective Metric:**

Between 2013 and 2014- our agency used mutual aid 25 times because we lacked the personnel to respond to all of our requests for service.

After training, the agency will have increased our staff members by 5 licensed personnel by the end of the contract period, mutual aid requests will be decreased by 50%.  
Different objective levels are needed for each of the benchmark levels.

The section of evaluation will also need to include how the beginning and ending points for measurement were identified and calculated.

Based on the previous example, the data needed to measure this could include dispatch records, OKEMIS records, and documents from the other agency.

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**Additional Points to consider**

It is up to the applicant to identify how to measure the success and effectiveness of the program, but the application must include the following information:

- Each deliverable must have a way to measure success.
- Each measurement must have a beginning point, or current status.
- The current status must identify how the current status was measured or documented.
- The benchmark (Significantly Improved, Improved, Not Improved, and Worsened) must identify a level of success in a clear objective way.
- The way to measure success must be identified.

This section of the application must meet the minimum requirements from this regulation:

If this section is not submitted in a clear and complete manner, the response will not be evaluated.

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Guidance Checklist

(This is not required to be returned with the application.)

- The guidebook has been reviewed. \_\_\_\_\_
- The response(s) with amendments must be returned to the Department by: \_\_\_\_\_.
- The instructions for the Solicitation have been reviewed. \_\_\_\_\_
- The supporting documents for the solicitation have been included. \_\_\_\_\_
- The solicitation has been signed by the appropriate person. \_\_\_\_\_
- Each section of the RFP has been completed.  
Section 1 \_\_\_\_\_ Section 2 \_\_\_\_\_ Section 3 \_\_\_\_\_  
Section 4 \_\_\_\_\_ Section 5 \_\_\_\_\_ Section 6 \_\_\_\_\_  
Section 7 \_\_\_\_\_ Section 8 \_\_\_\_\_ Section 9 \_\_\_\_\_  
Section 10 \_\_\_\_\_ Section 11 \_\_\_\_\_ Section 12 \_\_\_\_\_  
Section 13 \_\_\_\_\_
- Previous awards and benchmark letters have been included. \_\_\_\_\_
- The benchmark requirements for all the identified statutory purposes have been included. \_\_\_\_\_
- Each "Deliverable" or item that the contract will be used for has a benchmark. \_\_\_\_\_
- The Solicitation forms with amendments have been signed \_\_\_\_\_
- All supporting documentation to determine eligibility and compliance with contractual requirements have been submitted \_\_\_\_\_

While the Guidance Checklist is not required to be returned, the checklist(s) within the Solicitation documents is required to be submitted.

**FY2022 OERSSIRF INVOICE**

Purchase Order Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

Send to: Oklahoma State Department of Health  
 Protective Health Services/Emergency Systems  
 Attention: Dale Adkerson, EMS Director  
 123 Robert S. Kerr STE 1702  
 Oklahoma City, OK 73102

Invoice number:  
 (number 1, 2, 3,..... etc)

Contact Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Street Address/PO Box #: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

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

Email Address: \_\_\_\_\_



Item Number	Date Ordered	Date Received	Number and Name of Budgeted Item <sup>1</sup>	OERSSIRF Funds Spent	In-Hand Funds Spent	In-Kind Funds Spent <sup>2</sup>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Comments:	SUBTOTALS			
	TOTAL			
	MINUS IN HAND AND IN KIND FUNDS			
	TOTAL DUE AGENCY			

Submitted by: \_\_\_\_\_  
(PLEASE PRINT)

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

<sup>1</sup> From OERSSIRF Proposal Budget Form. Example: "CP 1061422 BiPap S/T M Series budgeted as Transport Ventilator".  
<sup>2</sup> Identify source of In-Kind Funds in the Comments block.