



**State of Oklahoma
Oklahoma State Department of Health
Procurement Division**

Solicitation

Solicitation #: 3400001273

Solicitation Issue Date: May 2, 2014

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.

Response Due Date¹: June 4, 2014

Time: 3:00 PM CST/CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma State Department of Health-Procurement-Attn: Susan Wiest

- U.S. Postal Delivery: 1000 N.E. 10th Street, Oklahoma City, OK 73117
- Carrier Delivery: 1000 N.E. 10th Street, Oklahoma City, OK 73117 -
- Shipping/Receiving dock entrance on the east side of the building.

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

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

1. Shipping Location:

2. Contracting Officer:

Name: Susan Wiest
Phone: (405) 271-4043
Email: susanw@health.ok.gov

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

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



**State of Oklahoma
Oklahoma State Department of Health Responding Bidder Information
Procurement**

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 3400001273

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³ (type "X" at one below):

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

- 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 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 (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

Authorized Signature	Date
Printed Name	Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



**State of Oklahoma
Oklahoma State Department of Health
Procurement**

**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.

Solicitation or Purchase Order #: 3400001273

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 efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "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.1.5. "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 _____ Procurement and EMS staff of OSDH _____ located at 1000 NE 10th Street, Oklahoma City, OK 73117 _____ at the time and date specified in the solicitation as the Response Due Date and

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 order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. 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 Equivalent

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.
- 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 State prior to the closing date.

A.13. 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 580:16-7-32.

A.14. Award of Contract

- A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. 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.15. Contract Modification

- A.15.1. 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 Contract Modification, signed by the State Purchasing Director.
- A.15.2. 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 Contract Modifications, 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.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.16.2. 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.17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

A.19.1. 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.19.2. The successful bidder(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.20. 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.21. 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.22. 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.23. Termination for Cause

A.23.1. 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.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. 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.24.2. 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.25. Insurance

The successful bidder(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.26. 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.27. 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.

A.28. 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.29. 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.



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Department of Health
OKLAHOMA STATE DEPT OF HEALTH
SHIPPING & RECEIVING
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Request Quote ID.	Date	Buyer	Page
3400001273	05/02/2014		1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/02/2014 01:01 PM	06/04/2014 03:00 PM	

Requisition Number Reference:

Ship To: OKLAHOMA STATE DEPT OF HEALTH
SHIPPING & RECEIVING
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Bill To: OKLAHOMA STATE DEPT OF HEALTH
ACCOUNTS PAYABLE
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Vendor: NAME
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	85101705 / 1000004684 SERVICE:Health related services (for human services see class 952)	1	MOR		

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.

Contract Period: July 1, 2014 through June 30, 2015

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

SPECIAL PROVISIONS

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

Assignment and Delegation:

If the Supplier cannot perform the services as identified in this contract, in whole or in part, the Supplier will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Records clause shall be included in any subcontract. The Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Supplier of any responsibility for performance under this contract.

Contract Monitoring Plan:

As a Supplier 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 Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

Following award, all communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Dale Adkerson
Administrative Program Manager-EMS
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-4027
dalea@health.ok.gov

Event of Default:

In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Contractor or may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

Failure to Comply Statement:

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

Invoicing:

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

1. name, address and FEI number of the Supplier,
2. invoice date,
3. period covered by invoice,
4. purchase order number,
5. any other data, reports, information or documentation required by other conditions of the contract,
6. detail of the services provided and be in accordance with the terms and conditions of this agreement,
7. 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
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

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

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

The Supplier assures that all costs billed will be supported by documentation that will include, but not 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 Supplier further assures that all billings will be based on actual costs incurred and paid.

If the Supplier 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 Supplier, the Supplier 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 Supplier.

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 bid 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 bid to be non-responsive.

Oklahoma Taxpayer and Citizen Protection Act of 2007

By signing the solicitation, the Supplier 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 Supplier 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.

Procurement Integrity:

The Supplier 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 Supplier or its employees.

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, Title 51, O.S., 2001, §§151 et seq.

The Supplier 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 Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier 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 several liability.

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 Order 2012-01.

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. 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 and must receive final approval by the Office of Management and Enterprise Systems / Department of Central Services. 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. 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. 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.

Questions:

Any questions regarding this solicitation must be sent in writing to OSDH/Procurement and received by close of business May 14, 2014. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website. Questions may be faxed to 405-271-1789 or emailed to: susanw@health.ok.gov

SOLICITATION SPECIFICATIONS:

Contract Period

The contract period will be July 1, 2014 through June 30, 2015. There will be the option to renew for one (1) additional contract period (July 1 through June 30) for a no-cost extension of the contract. Renewals will be based on the needs of OSDH and the needs of the Supplier/Contractor.

Contractor Relationship

The ensuing contract as a response to this solicitation, establishes a **vendor** relationship between the OSDH and the Contractor.

Purpose

The successful supplier 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.

Duties of the Supplier

Supplier will:

1. Make the purchases and/or provide the services necessary to achieve the established benchmarks described in the RFP proposal.
2. Provide quarterly progress reports, due: 10/31/14, 1/31/15, 4/30/15, 7/31/15 and a final completion report summarizing the success of the project to OSDH within 3 months of completion.
3. Submit a completed invoice (**no more than**) one time per month on a form prescribed by OSDH. See Attachment D.

Duties of OSDH

OSDH will:

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

Mandatory Qualifications

1. The Supplier 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.
2. Suppliers must demonstrate that the proposed project is for a qualified purpose as defined in 63 OS § 1-2512.1.
3. Suppliers must possess all necessary and incidental legal rights and privileges necessary to the project commencement and operation.

INSTRUCTIONS TO SUPPLIERS

1. In order to be considered for selection, Suppliers must submit a complete response to this RFP in the format described in the instructions listed below. The RFP will be signed and dated.
2. Supplier will complete the OERSSIRF Application form per instructions included in Attachment A.
3. Suppliers will respond to each item showing how they meet or exceed the requirement.
4. List the name, phone number and email address where the Supplier may be contacted for additional information.
5. Suppliers must submit an original and nine (9) copies of their complete Proposal. The RFP/Solicitation number MUST be on the outside envelope or box containing the proposals.
 - a. If mailing proposals, Suppliers must allow sufficient time to ensure delivery by the date specified. Proposals that are not received on time will be deemed non-responsive.
 - b. Proposals submitted in person should be taken to the east side of the building, enter through the shipping/receiving dock door, there the proposals will be stamped in and receipt given showing time and date of delivery.
6. If Suppliers intend to use sub-contractors in the performance of this contract, Suppliers shall so state in their proposal and identify the sub-contractors to be used.

7. Supplier may attend a pre-proposal conference for general instruction.
8. Proposal is to be submitted in the following format:
 - a. Single-sided pages.
 - b. 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.
 - c. Single staple or binder clip in upper left-hand corner.
 - d. No notebooks, folders, and/or bound copies.
 - e. Each section tabbed with section number or section title.
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.)
10. Proposals must be submitted in the following order, with each Section **tabbed** with Section number or Section title according to the following order:
 - a. Section 1- Project Proposal Information, Inclusions, and Requirements,
 - b. Section 2- Qualified Entity and Statutory Purpose,
 - c. Section 3- Population Density and Multiple Jurisdictions,
 - d. Section 4- Number of EMT's in Proposed Project Area,
 - e. Section 5- Budget,
 - f. Section 6- Funding Request and Matching Funds,
 - g. Section 7- Distance to Trauma Center and Self Score for Proposed Project,
 - h. Section 8- Previous Awards and Benchmark Evaluations,
 - i. Section 9- Benchmarks and Timelines for Benchmarks

EVALUATION CRITERIA

1. Project Description Requirements:
 - a) Comprehensive narrative description of project
 - b) Geographic area and relationships between participating organizations
 - c) Timeline with benchmarks for performance and assessments
 - d) Budget spreadsheet
2. General Approval Requirements:
 - a) Compliance with the law
 - b) Eligibility and qualified purpose
 - c) Need of the project and is it sufficient to service such a need
 - d) Alternative source of revenue or lack of
 - e) Economic viability, feasibility and cost effectiveness
 - f) Relationship to Statewide EMS needs, public interest and welfare

- g) Limit of \$500,000 in OEERSSIF grant assistance in a 12-month period

Proposal Submission Checklist

1. ___ OERSSIRF Attachment A – Section One through Eight
(Section One through Eight, the supporting documents and narrative/explanations for each section are the only sections that apply to the 55 page limit.)
2. ___ OERSSIRF Attachment A – Section Nine
3. ___ Form 070A Solicitation Deadline Page
4. ___ Form 076A Responding Supplier Information Page
5. ___ Form 004A Certificate for Competitive Bid and/or Contract Page
6. ___ Certificate of Insurance, including Workman’s Compensation, automobile, medical malpractice and/or general liability.
7. ___ Emergency Medical Service credentials; such as license, certificate, etc.

ATTACHMENT A - 2015 APPLICATION FOR OKLAHOMA EMERGENCY RESPONSE SYSTEMS STABILIZATION AND IMPROVEMENT REVOLVING FUND

SECTION 1 - Project Proposal Information, Inclusions, and Requirements

1. Name of Submitting Entity	
2. Project # (if>1 submitted)	
3. Total Project Amount	
4. Requested OERSIRF Amount	
6. Mailing Address of Entity	
7. Entity Phone#	
8. RFP Contact person- Name	
9. RFP Contact-Phone Number	
10. RFP Contact- Email Address	
11. Person Completing Application:	
<i>NAME: PRINT</i>	
<i>SIGNATURE</i>	
<i>DATE</i>	
<i>TELEPHONE NUMBER</i>	
1. Statutory Eligibility (63 O.S. 1-2512.1)	
<p>1. The proposed project/application must be found to be in compliance with 63 O.S. 1-1512.1. The applicant must possess all necessary and incidental legal rights and privileges necessary to project commencement and completion. The application must reflect the eligibility of the applicant as well as the statutory purposes of the proposal/application. These requirements must be completed and documented on page 4 and 5 of the application. Proposals/Applications that do not meet the statutory requirements will be returned to the applicant.</p>	
2. Local need, support and priority (310: 642 -3-1 (C)(3)	
<p>Guidance: (a) Applicant must demonstrate the project is needed in the area to be served, as supported by "needs" identified by any State assessment. The project description must make clear the project will appropriately address the identified need and include the assessment referencing the project need. (b) Applicant must demonstrate local support for, interest in, and commitment to the proposed project. Letters from the involved legal entities such as cities, counties, communities, and companies shall be included as appropriate. Application will be reviewed prior to scoring to ensure application guidance was followed.</p>	

SECTION 1 - Project Proposal Information, Inclusions, and Requirements - Continued

3. Availability of other assistance (310:642-3-1 (C)(4))

Guidance: Applicant must demonstrate 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. Identify all measures and efforts to seek alternative funding sources.
Application will be reviewed prior to scoring to ensure guidance was followed.

4. Project Feasibility (310:642-3-1 (C)(6))

Guidance: Applicant must demonstrate the project is feasible and cost-effective. The project description shall establish all elements to be purchased for the project are readily available on the open market and identified in the budget request. Spreadsheets must be provided that demonstrate purchasing timetables and costs for all project elements. 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. Applicant shall not be considered an expert or financial consultant for the purpose of attesting to project feasibility and cost-effectiveness. **Application will be reviewed prior to scoring to ensure guidance was followed.**

5. Statewide needs and public interest. (310:642- 3-1 (C)(7))

Guidance: Applicant 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. 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) /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. **Application will be reviewed prior to scoring to ensure guidance was followed.**

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

The pages and supporting documents that are subject to the 55 page limit include application pages 1-15, the documents that support the application contents, attestations, assertions, descriptions, and purpose. The documents needed to support the timeline, benchmarks, and the documents required to establish the legal and contractual requirements are not included in the 55 page limit.

SECTION 1 - Project Proposal Information, Inclusions, and Requirements - Continued

Utilize this page, with any additional documents to address numbers 1-5 on pages 1 and 2.

SECTION 2 - Qualified Entity and Statutory Purpose						
Qualified Entity (check applicable boxes): O.A.C. 310:642-1-3:						
	✓		✓			
EMS Personnel			Emergency Medical Dispatch			
Certified Emergency Medical Response Agency			Approved Medical Director			
Licensed Ambulance Service			Association			
Approved Training Institution			Sponsoring Agency (see below)			
Sponsoring Agency can be an EMS district; city/county operating a certified emergency response agency; licensed ambulance service; education systems operating EMS training Institutions, etc. Explain qualifying relationship or criteria below:						
Qualified Purpose(check all applicable activities) (63 O.S. § 1-2512.1)						
Statutory Purpose:	Value	✓	Statutory Purpose:	Value	✓	
Funding Assessment Activities	50 points		Training for Emergency Medical Director	50 points		
Stabilization and/or Reorganization of At-Risk Emergency Medical Service	100 points		Access to Training for Front Line Emergency Medical Services Personnel	100 Points		
Development of Regional Emergency Medical Services	100 points		Capital and Equipment Needs	50 points		
Applicant Self Score						
In narrative form, please describe the proposal purpose(s) and any included documents that verify the qualifications of the applying entity.						

SECTION 2 - Qualified Entity and Statutory Purpose- Continued

In narrative form, please describe the proposal purpose(s) and any included documents that verify the qualifications of the applying entity.

SECTION 3 - Population Density and Multiple Jurisdictions

Demographic information specific to the proposed project

Population Density

<http://quickfacts.census.gov/qfd/states/40000.html>

The population density of the proposed project area shall be determined as recorded by the US Census Bureau 2010 Website in the ABOVE link. Identify all counties in proposed project area and document in the table below. Identify the population density for each county in the proposed project jurisdiction from the link to the US Census Bureau. The county with the highest population density in the proposed project area shall determine the population density factor for the project. **If the applicant is proposing a state-wide project, then the population density will be 54.7 person/sq. mile, based on 2010 census data.**

County Name	Population Density	County Name	Population Density
Statewide Project:		54.7	

Scoring Criteria	Points	✓
Less than 10/mile:	100 Points	
10/mile to 29.9/mile:	50 points	
30/mile to 79.5/mile:	40 points	
79.6/mile to 199.9/mile	30 points	
200/mile to 999.9/mile	20 points	
1,000/mile to 4,999.9	10 points	
Greater than 5,000/mile	0 points	
Applicant Self Score		

Multiple Jurisdictions

Will more than one community, county or other jurisdiction benefit from your proposal? List all communities/counties/ jurisdictions included in proposal and describe the benefits. **Attach a map and highlight jurisdictions benefitting from proposal. Documents from jurisdictions in the proposal must be submitted verifying support and/or inclusion.**

Regulatory Criteria	Points	✓
Two Cities or Towns	25	
Three Cities or Towns	50	
County-Wide	100	
Multi-County	150	
State-Wide	200	
Applicant Self Score		

SECTION 3 - Population Density and Multiple Jurisdictions - Continued

Use this page to provide any information relating to Population Density and Multiple Jurisdictions. Additional supporting documents may be included in this section.

SECTION 4 - Number of EMTs in Project Area

The number of EMT's in the project shall be the sum total of EMT's in each county within the defined project area. The total number of EMT's within the project area shall be determined using the information below:

County	# EMTs	County	# EMTs	County	# EMTs	County	# EMTs
Adair	34	Garvin	47	McIntosh	21	Wagoner	65
Alfalfa	21	Grady	165	Murray	39	Washington	25
Atoka	28	Grant	28	Muskogee	113	Washita	21
Beaver	19	Greer	12	Noble	22	Woods	29
Beckham	47	Harmon	10	Nowata	29	Woodward	36
Blaine	43	Harper	10	Okfuskee	14		
Bryan	76	Haskell	8	Oklahoma	1477		
Caddo	79	Hughes	20	Okmulgee	62		
Canadian	348	Jackson	27	Osage	147		
Carter	69	Jefferson	7	Ottawa	91		
Cherokee	116	Johnston	25	Pawnee	35		
Choctaw	18	Kay	119	Payne	165		
Cimarron	18	Kingfisher	35	Pittsburg	109		
Cleveland	582	Kiowa	19	Pontotoc	75		
Coal	21	Latimer	9	Pottawatomie	138		
Comanche	05	LeFlore	59	Pushmataha	27		
Cotton	10	Lincoln	112	Roger Mills	19		
Craig	24	Logan	86	Rogers	145		
Creek	58	Love	16	Seminole	27		
Custer	54	Major	35	Sequoyah	20		
Delaware	65	Marshall	23	Stephens	304		
Dewey	31	Mayes	76	Texas	41		
Ellis	15	McClain	175	Tillman	40		
Garfield	43	McCurtain	54	Tulsa	124		

Number of EMTs in Project Area		
Scoring Criteria:		
EMTs in Area	Points	
0-24	60 points	✓
25-49	40 points	
50-99	20 points	
greater than 100	0 points	
Applicant Self Score		
Statewide Projects: 0 points awarded because number of EMTs in Oklahoma (8114) divided by number of counties in state (77) exceeds 100. (mean is 105.4)		

Number of EMTs will be verified by reviewing the map/proposal area described on Page 6

SECTION 5 - Budget

On the form below, 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.

Item #	Description	Statutory Purpose	Receive Date (Estimated)	Bid attached?	Quantity	Cost per Unit	Total Cost	Benchmark	
<i>Example</i>	<i>Handheld radios</i>	<i>capital</i>	<i>12/31/2020</i>	<i>yes</i>	<i>10</i>	<i>500</i>	<i>\$5,000.00</i>	<i>1</i>	
							Total Cost		

SECTION 6- Funding Request and Matching Funds

This page, with additional pages attached as needed, is used to document costs, bids, funds requested, and verification of acceptable matching funds

SECTION 6 - Funding Request and Matching Funds - Continued

Applicants should request funding equal to the total cost of the project minus the amount of any dedicated matching funds.

Example: \$100,000 total cost of project- \$25,000.00 matching funds = funding request of \$75,000.00

Points (plus and minus) are awarded based on the amount of funds requested.

Amount of funding requested	Points	✓	Total Amount of the Project
\$20,000 to \$39,999	50 Points		
\$40,000 to \$59,999	30 Points		Total amount of requested funds
\$60,000 to \$79,999	20 Points		
\$80,000 to 100,000	10 Points		Applicant Self Score
\$100,001 to \$200,000	20 Point Deduction		
\$200,001 to \$300,000	30 Point Deduction		
\$300,001 to \$400,000	40 Point Deduction		
\$400,001 to \$500,000	50 Point Deduction		
Any project over \$500,000.00 shall be denied			

Project matching shall be calculated as follows: % matching dollars = total matching dollars divided by total project amount. Applicant shall identify calculation methodology.

Entities providing matching funds shall provide documentation (on letterhead, if possible) that verifies a commitment to provide matching funds and the amount to be provided.

The only matching funds that may be counted for points are: 1) funds set aside to accomplish the goals and benchmarks of the project; 2) actual fiscal losses that occurred in the last fiscal year of and/or 3) donated labor, time, material, and/or money dedicated to the completion of the proposal. Each type of contribution must be identified through attestations, estimates, or other documents. All documents associated with matching funds shall be attached to the proposal.

Project Matching Funds	Points	✓	Project Matching Funds	Points	✓	Applicant Self Score:
10% of project funds	10 Points		50% of project funds	50 Points		
20% of project funds	20 Points		60% of project funds	60 Points		
30% of project funds	30 Points		70% of project funds	70 Points		
40% of project funds	40 Points		80% of project funds	80 Points		
			90% of project funds	90 Points		

SECTION 6- Funding Request and Matching Funds - Continued

This page, with additional pages attached as needed, is used to verify requested funding and/or matching funds criteria.

SECTION 7 - Distance to Trauma Center and Self-Score for Proposed Project

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 Medical Center, 700 NE 13th Street, Oklahoma City, OK 73104; 2) St. John Medical Center, 1923 South Utica Avenue, Tulsa, OK 74104; and 3) St. Francis Hospital, 6161 South Yale, Tulsa, OK 74136. Determine the most distant point (with a physical address) in the project area from the nearest trauma center. MapQuest site On the MapQuest site (<http://classic.mapquest.com/maps>), enter that physical address in the "Start" and the nearest Level I or Level II Trauma Center address as the "End" and click "Get Directions". address as the "End" and click "Get Directions". Enter the mileage from "Start" to "End" in the block below. Print the map from MapQuest and include with the application.

Distance to a Level 1 or II Trauma Center:

Statewide projects shall use the following mileage: **291.49**

Distance to Level I or II Trauma Center:

Scoring Criteria:	Points	✓	Scoring Criteria:	Points	✓
0 to 25 miles:	0 Points	<input type="text"/>	100 miles to 124 miles	40 Points	<input type="text"/>
25 to 49 miles	10 Points	<input type="text"/>	125 miles to 149 miles	50 Points	<input type="text"/>
50 to 74 miles	20 Points	<input type="text"/>	Greater than 150 miles	100 Points	<input type="text"/>
75 to 99 miles	30 Points	<input type="text"/>	Applicant Self Score		<input type="text"/>

Applicant Self Scoring for this Proposal/Application

Qualified Purpose(s)	<input type="text"/>	Amount of Funding Requested	<input type="text"/>
Population Density	<input type="text"/>	Matching Funds	<input type="text"/>
Multiple Jurisdictions	<input type="text"/>	Distance to Trauma Center	<input type="text"/>
Number of EMTs in Project Area	<input type="text"/>	Total Points	<input type="text"/>

SECTION 8 - Previous Awards and Benchmark Evaluations

If a qualified applicant has been approved for one or more OERSSIRF proposals awarded in the past, points shall be deducted; unless the previous proposal 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))

Criteria	Points to be Deducted	✓
One (1) OERSSIRF funded project more than twelve (12) month in the past, or FY 11, 12, 13.	50 Points	
One (1) OERSSIRF funded project in the preceding (12) month period, or FY 14	80 points	
Two (2) OERSSIRF funded projects more than twelve (12) month in the past, or FY 11, 12, 13.	80 Points	
More than one (1) OERSSIRF funded project in the preceding (12) month period, or FY 14	100 Points	
Three (3) OERSSIRF funded projects more than twelve (12) month in the past, or FY 11, 12, 13.	100 Points	
Four (4) OERSSIRF funded projects more than twelve (12) month in the past, or FY 11, 12, 13.	150 Points	
Five (5) OERSSIRF funded projects more than twelve (12) month in the past, or FY 11, 12, 13.	175 Points	
Unevaluated or not receiving a refund from previous OERSSIRF Funding project	50 points	

Previous Benchmark Evaluations

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. Copies of letters verifying benchmark ratings are required.

Ratings	Points per Rating	Number of Benchmarks that Received this Rating	Total Points
Significantly Improved	Add 100 Points		
Improved	Add 50 Points		
Not Improved	Deduct 50 Points		
Worsened	Deduct 100 Points		
For Total Points, multiply Points per Rating times Number of Benchmarks			

Applicant Self Score Totals	Points
Total Score from Page 13	
Deduct points from Previous Funding Awards (if applicable)	(-)
(Add or Deduct) points from Previous Benchmark Evaluations, if applicable	(+ or -)

Final Applicant Self Score

SECTION 8 - Previous Awards and Benchmark Evaluations - Continued

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REMEMBER: An application with more than 55 pages will not be reviewed.

The limit applies to the pages of the application and the documents that support the contents of the application.

Addendums required by statute or provided for clarification are not included in the limit of 55 pages.

SECTION 9 - Benchmarks and Timelines for Benchmarks

A benchmark is a standard by which something can be measured or judged; a point of reference for evaluating performance. Benchmarks must be stated in measurable terms. Benchmark regulatory reference is: 310:642-7-1. Content Proposal (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.

Please define and describe your benchmarks in the space below. Additional pages may be included. Examples of benchmarks for each statutory area can be found at the end of this package. The examples do not need to be returned with the applications.

Empty space for defining and describing benchmarks.

SECTION 9 - Benchmarks and Timelines for Benchmarks - Continued

Report for Quarter 2 (10/01/2014- 12/31/2014)	Progress	Timeline Met yes/no	Date Complete
Activity			
<i>Order/receive all components of repeater system</i>	<i>All components ordered; partially received. Delay in shipment</i>	NO	

Report for Quarter 3 (1/01/2015- 03/30/2014)			
Activity	Progress	Timeline Met yes/no	Date Complete
<i>Order/receive all components of repeater system</i>	<i>All components ordered; partially received. Delay in shipment</i>	NO	

Report for Quarter (4/01/2015- 06/30/2014)			
Activity	Progress	Timeline Met yes/no	Date Complete
<i>Order/receive all components of repeater system</i>	<i>All components ordered; partially received. Delay in shipment</i>	NO	

BENCHMARK EXAMPLES FOR STATUTORY AREAS

Funding Assessment Activities

Our current funding sources include:

The funding assessment activities will allow the agency to attain the following benchmarks.

Significantly Improved: Will be demonstrated by the establishment of new funding sources or districts that were not in place before the requested funds were awarded.

Improved: Will be demonstrated by new funding sources being identified and documented plans completed to establish the sources or districts.

Not Improved: Will be demonstrated by documented planning to find new funding sources that were not in place before the requested funds were awarded.

Worsened: Will be demonstrated by this portion of the project not being initiated.

Stabilization and/or reorganization of at-risk emergency medical service

Our current system is at risk because of the following:

Funding for the stabilization and/or reorganization of at-risk emergency medical service will allow the agency to attain the following benchmarks

Significantly Improved: Will be demonstrated by altering our service in the following ways:

Improved: Will be demonstrated by altering our service in this way:

Not Improved: Will be demonstrated by providing information regarding how we will alter our service.

Worsened: Will be demonstrated by not completing this portion of the project.

Development of regional emergency medical services

Our region of Oklahoma is served by the following agencies working independently:

Funding for the development of regional emergency medical services will allow the agency to attain the following benchmarks.

Significantly Improved: Will be attained by the creation of one agency serving the project area.

Improved: Will be attained by establishment of a plan and timeline to attain a single agency within the proposal area.

Not Improved: Will be attained by the discussion and review of proposals to meet the goal of a single agency to serve the project area.

Worsened: Will be attained by failing to develop a plan or have discussions to attain a single agency to serve the service area.

Training for emergency medical directors

Currently, the Medical Director provides the following input, services and feedback to our agency:

Funding for the Medical Director training will allow the agency to attain the following benchmarks:

Significantly Improved: Will be demonstrated by a 20% increase in the input, services, and feedback provided to the agency.

Improved: Will be demonstrated by a 15% increase in the input, services, and feedback provided to the agency.

Not Improved: Will be demonstrated by not showing an increase in the input, services, and feedback provided to the agency.

Worsened: Will be demonstrated by showing a decrease in the input, services, and feedback provided to the agency.

Access to training front line emergency medical services personnel

Currently, the agency(s) listed within the proposal has x number of licensed personnel.

Funding for training of front-line personnel will allow the agency to attain the following benchmarks:

Significantly Improved: Will be demonstrated by an increase of X number of licensed personnel.

Improved: Will be demonstrated by an increase of x number of licensed personnel

Not Improved: Will be demonstrated by having trained x number of personnel

Worsened: Will be demonstrated by not having anyone trained to become licensed.

Capital equipment and needs

Currently, our agency has the following type of capital equipment that is broken or not present at the agency(s) listed within the proposal.

Funding for capital equipment and needs will allow the agency(s) to attain the following benchmarks:

Significantly Improved: Will be demonstrated by placing this equipment in service.

Improved: Will be demonstrated by receiving the equipment at the service(s).

Not Improved: Will be demonstrated by ordering the equipment for the agency(s)

Worsened: Will be demonstrated by not ordering or obtaining the equipment described in the proposal.



Brad Henry
Governor

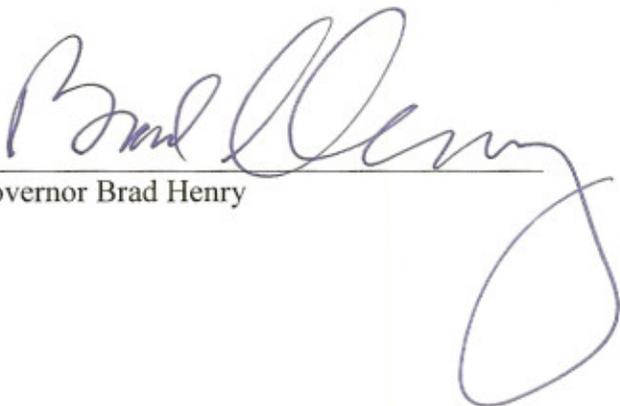
**NOTIFICATION FROM GOVERNOR BRAD HENRY
REGARDING SUBMITTED AGENCY RULES**

On January 12, 2010, the Oklahoma State Department of Health pursuant to its legal authority to adopt rules found at 63 O.S. §§ 1-104 and 1-2512.1, adopted rules through emergency rulemaking.

On January 13, 2010, the rules and all necessary documentation required by Section 253 of Title 75 of the Oklahoma Statutes were submitted to the Office of the Governor for approval or disapproval.

On February 2, 2010, I hereby approve the following rules submitted:

- | | |
|-------------|-------------|
| 310:642-1 | 310:642-5 |
| 310:642-1-1 | 310:642-5-1 |
| 310:642-1-2 | 310:642-7 |
| 310:642-1-3 | 310:642-7-1 |
| 310:642-3 | 310:642-7-2 |
| 310:642-3-1 | 310:642-9 |
| 310:642-3-2 | 310:642-9-1 |


Governor Brad Henry

Attest:


Secretary of State

**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

Section

- 310:642-1-1. Purpose
310:642-1-2. Program Description
310:642-1-3. Definitions

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

Section

- 310:642-3-1. Proposal review and disposition
310:642-3-2. Applicable law, deadline for proposals, eligible project costs, maximum award

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 nine (9) person review panel shall be selected by lot each year from volunteers present at the awards meeting.

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

(iii) Only a single representative from a professional or business entity may serve on the review panel at the same time.

(iv) If a selected volunteer is determined by Department staff to have any such interest in the selection, the volunteer will be disqualified and another name shall be selected by the same method, until nine members are empanelled.

(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 2-2-2010(emergency); Added at 27 Ok Reg 2537, eff 7-25-2010]

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

Section

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

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 31st 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

Section

- 310:642-7-1. Content of proposal
310:642-7-2. Disbursement of funds

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

Section

310:642-9-1. Evaluation of Projects

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]

