



**Date of Issuance:** May 18, 2022

**Solicitation No.** 3400001752

**Requisition No.** 34000001752

**Amendment No.** 001

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

**ISSUED FROM:**

Ruby Sherwan  
Contracting Officer

405-816-6645  
Phone Number

rubys@health.ok.gov  
E-Mail Address

**RETURN TO:**

[OKLAHOMA STATE DEPARTMENT OF HEALTH](#)  
[123 ROBERT S. KERR AVE STE 1702](#)  
[RFP #1752 ATTN: RUBY SHERWAN](#)  
[OKLAHOMA CITY, OK 73102](#)

**Description of Amendment:**

a. This is to incorporate the following:

1<sup>ST</sup> are the questions and the answers from the meeting held on Wednesday, June 1, 2022

Q 1. Statement: Certification for competitive bid and/or contract non-collusion certificate, historically, has the agency name and number filled in at the top. It is blank this year and I can see that a first time applicants getting confused by that.

A1. I will Fill these forms out when I send this amendment.

Q2. Regarding Page 12, Section 7 – Number of EMTs in the project area. The list that we are to download and use as a reference to generate those numbers is not inclusive of all of the zip codes in Oklahoma. My question is what number do we use as a value if a particular zip code is not listed on the PDF.

A2. These list have been re-worked and will be in the RFP 3400001752 and on the WEBSITE along with the full posting of the amendment. If a zip code does not have any licensed EMT's, then use a zero.

Q3. Section 5 – Population Density – Same exact issue. I service 12 zip codes and 11 of them have zero information listed.

A3. Same answer as #2

Q4. In your presentation you referenced potentially pushing back the end date for proposal submission. I strongly recommend that you do not do that. Two of my four vendors, I spoke to yesterday are giving numbers for 60 days only. As my FY 2021 was not improved, that was delay in getting the award letter, which pushed us out of the chassis pool. In today's environment with durable goods, any delay is going to cause significant delays in our

procurement and may cause significant price increases. So, I suggest you not push the days out. With that, what date will award letters be issued? Because it directly affects our ability to get accurate pricing for this process.

Q4B1. Please consider moving the deadline back a week, to June 24th if possible.

A4. The closing date will not be changed. It will remain at 6/17/22; 3 pm. We were discussing change due to schedules conflicts.

Q5. In this year's proposal package, the insurance limits have been pushed up to 5[million]. In this year's proposal package, the insurance limits have been pushed up to \$5,000,000. Please tell me that is a mistake.

If that is not a typo, my state representative has asked for a statement and any related documents that justify that. Because in the Western district, 7 communities and 2 providers are discriminated of being able to bid because the municipality only require carrying \$1,000,000 on most of these coverages. And it will prohibit bidders.

What is the formal protest to have a hearing on this process, in the event that \$5,000,000 is not a typo and that is intended language?

A5. The \$5,000,000.00 insurance is not a typo. OMES is including it in all of their contracts especially the ones with Data Etc. However they have said that the programs can negotiate and set it at the \$1,000,000.00 level. So I will change the Insurance in the RFP to read \$1,000,000.000.

So no need for the formal protest.

Q7. What day can we expect these answers to post?

A7. It will be as soon after the June 3rd date.

Q8. What can providers do to promote the panel?

A7. A person volunteering that does not have a conflict with someone in the application pool. That number has been changed from 9 to 5 a few years ago. As you have seen in the email, share with them.

Q9. Is a conflict if a company uses a social media page.

A9. I don't have a comment on that. The conflict comes when someone does PR work for this person. For example, as a instructor and I will benefit from the grant. That is a conflict.

## 2<sup>nd</sup> Questions from Emails

Q10. In 1.0 Instructions to Bidder and the presentation today there is a slide referring to page limits in Attachment A. Is that supposed to be referring to Attachment C-1?

A10. Yes this refers to Attachment C-1

Q11. Do you know what the deadline for the Grant Proposal is? I checked the website today and realized the Q&A process is not completed yet. Just trying to understand the timeline. The proposal deadline is June 17, 2022.

Q12. Please add me to the mailing list for future OERSSIRF RFP announcements. I believe I've made that request before

A12. We will work to ensure you are included on the distribution list.

Q13. Please advise if the May 25 pre-conference meeting will be available on Zoom (or any other virtual attendance service).

A13. No it was not. It was an Open Meeting per law. It is my understanding to have a Virtual Attendance meeting (Zoom, Teams etc.) we would have to have the Governor's Approval.

Q14. On the flowchart provided OERSSIRF FY2023 Process, the statement " Documents are sent to ES for guidance review." What does "ES" refer to? And what exactly is "GUIDANCE REVIEW"?

A14. ES refers to Emergency Systems and Guidance Review is the review that is completed in Emergency Systems. Specifically, we review the contents of the proposal, and did the applicant follow the guidance provided in each section.

Q15 The current RFP and Fillable PDF form has errors. When using the PDF fillable options of the form. When entering the APPLICANT SELF SCORE in section 3 this auto populates the APPLICANT SELF SCORE in SECTION 5 - POPULATION DENSITY as well as SECTION 9 - PROJECT MATCHING.

Can these AUTOFILL fields be deleted or modified so they do not auto populate from previous fields

Q16 The file with ZIP CODES and POPULATION DENSITY appears to be incomplete.

Q17 On page one it goes from 73054 to 73703 - skipping all Oklahoma zip codes in between.

Q18 Is this correct? Or is there a supplemental file with the remainder of the zip code data?

A14,15,16, &17 Revised RFP has been attached due to the number of errors

ATTACHMENT C-1 FY 2023 RESPONSE TO THE REQUESTFOR PROPOSALS AND SOLICITATTION FOR OERSSIRF HAS BEEN RENUMBERED AS Attachment A. FY 2023 RESPONSE TO THE REQUESTFOR PROPOSALS AND SOLICITATTION FOR OERSSIRF

**DO NOT FOR GET TO TAB SECTION A IF NO TABBED YOUR RESPONSE WILL BE DEEMED NON REPONSIVE AND NOT EVALUATED, ATTACHED IS THE REVISED RFP 3400001752.**

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) Title

\_\_\_\_\_  
Authorized Representative Signature



## REQUEST FOR PROPOSAL 3400001752

This Request for Proposal (RFP) is issued by the Oklahoma State Department of Health Protective Health Services, hereinafter referred to as OSDH, by virtue of the authority vested in it by Title 10 Chapter 642-7-10, the Oklahoma Emergency Systems Stabilizations and Improvement Revolving Fund, (OERSSIRF), and in accordance with 74 O.S. §85.5.N.

### 0.1 Purpose

The successful respondent(s) will submit a grant proposal on application forms provided in this RFP 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.

Respondents 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

Non Mandatory Pre-conference Meeting:

May 25, 2022. 10 am

Oklahoma State Department of Health

123 Robert S. Kerr, Floor 28, Room 1

### 0.2 Term of Contract

The Contract will begin on July 1, 2022, or date of award, which ever is later, and terminate on June 30, 2023. The Date of Award shall be the date the OSDH has in its possession a copy of the Contract executed by both parties and a purchase order has been issued. Options to extend will be based on the needs of OSDH and the needs of the Contractor.

### **0.3 Contract Expense Cap**

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

### **0.4 Attachments**

#### ATTACHMENT A: SOLICITATION

Cover Page  
Responding Bidder Information – OMES FORM CP076  
Non-Collusion Certification  
Application Response  
Guidebook  
Title 310, Chapter 642-7-10  
Invoice Format  
Flow Chart of FY 2023 Process  
Vendor Payee Form

#### ATTACHMENT B1: OSDH GENERAL TERMS

### **0.5 Duties of the OSDH**

Upon award OSDH shall:

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.

### **0.6 Duties of the Supplier**

Upon award the Supplier shall:

1. The Contractor must be any person or organization licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response agencies, licensed ambulance services, approved training institutions, approved emergency medical dispatch agencies, approved medical directors or any combination thereof, or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.

2. Contractors must demonstrate that the proposed project is for a qualified purpose as defined in 63 OS § 1-2512.1.
3. Contractors must possess all necessary and incidental legal rights and privileges necessary to the project commencement and operation
4. Make the purchases and/or provide the services necessary to achieve the established benchmarks described in the RFP proposal.
5. Each vendor must maintain documentation that the deliverable(s) was completed by the vendor.
6. Provide quarterly progress reports, due: 10/31/22 1/31/23, 4/30/23, 7/31/23 and a final completion report summarizing the success of the project to OSDH within 3 months of completion.
7. Submit a completed invoice(no more than one time per month) on a form prescribed by OSDH.

#### **0.7 Contract Monitor and Designated Supplier Contact**

Upon award Contract Monitor and Designated Supplier Contact information will be updated.

#### **0.8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

As a condition of the awarded Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the OSDH if services will be provided by any of Supplier's employees, agents or subcontractors at any OSDH premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence;
- C. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit each accident;
- D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per occurrence;
- E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$1,000,000 per occurrence; and
- F. Additional coverage required in writing in connection with a particular Acquisition.

## **0.9 Evaluation**

The response will be evaluated on the following:

### **1. Project Description Requirements:**

- a. Comprehensive narrative description of project
  - i. Geographic area and relationships between participating organizations
  - ii. Timeline with benchmarks for performance and assessments
  - iii. Budget spreadsheet
- b. General Approval Requirements:
  - i. Compliance with the law
  - ii. Eligibility and qualified purpose
  - iii. Need of the project and is it sufficient to service such a need
  - iv. Alternative source of revenue or lack of
  - v. Economic viability, feasibility and cost effectiveness
  - vi. Relationship to statewide EMS needs, public interest and welfare

vii. Limit of \$500,000 in OERSSIRF

## 1.0 Instructions to Bidder

- A In order to be considered for selection, Supplier must submit a complete response to this RFP in the format described in the instructions listed below. The RFP will be signed and dated.
- B Supplier will complete the OERSSIRF Application form per instructions included in Attachment A, the Solicitation packet.
- C Supplier will respond to each item showing how they meet or exceed the requirement.
- D List the name, phone number and email address where the Supplier may be contacted for additional information.
- E If Supplier intends to use sub-contractors in the performance of this contract, Supplier shall so state in their proposal and identify the sub-contractors to be used.
- F Additional information regarding time and location will be posted on the OSDH website.
- G The proposal is to be submitted in the following format:
  - 1. Single-sided pages.
  - 2. Application will not exceed 55 pages.
  - 3. Single staple or binder clip in upper left-hand corner.
  - 4. No notebooks, folders, or bound copies
  - 5. Each section must be separately TABBED with section number or section title.
- H 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)
- I Each Section must be TABBED. **If not TABBED, the response will not be evaluated:**
  - 1. Section 1 – Project Proposal Information, Inclusions and Requirements
  - 2. Section 2 – Qualified Entity and Statutory Purpose
  - 3. Section 3 – Population Density and Multiple Jurisdictions
  - 4. Section 4 – Number of EMT's in Proposed Project Area
  - 5. Section 5 – Budget
  - 6. Section 6 – Funding Request and Matching Funds
  - 7. Section 7 – Distance to Trauma Center and Self Score for Proposed Project
  - 8. Section 8 – Previous Awards and Benchmark Evaluations
  - 9. Section 9 – Benchmarks and Timelines for Benchmarks



J Supplier must submit an original and five (5) copies of their complete proposal. The following information **MUST** be included on the outside of the packaging containing the proposals: 1) “RFP”, 2) “RFP/Solicitation Number – 3400001752” and 3) “Attn: Ruby Sherwan.”

1. If mailing proposals, Supplier must allow sufficient time to ensure delivery by the closing date specified.
2. As noted by our Mailing address, the Oklahoma State Department of Health (OSDH) has moved to the Oklahoma Commons Building (Formerly Sandridge Building) at 123 Robert S. Kerr Ave, Oklahoma City, OK 73102.
3. Should you choose to drop off the RFP in person, (which is not suggested), you will need to enter the receiving dock from Robinson Ave. The driveway is north of Robert S. Kerr Ave on Robinson Ave. Staff will stamp the date and time the documents were received at the receiving dock. See map below.

### 1.1 Checklist

\_\_\_\_\_ Sections 1 through 8 (the supporting documents and narrative/explanations for each section are the only sections that apply to the 55 page limit)

\_\_\_\_\_ Section 9

\_\_\_\_\_ OMES FORM 076

\_\_\_\_\_ ATTACHMENT B – OSDH TERMS & CONDITIONS

\_\_\_\_\_ Special Provisions/Specifications

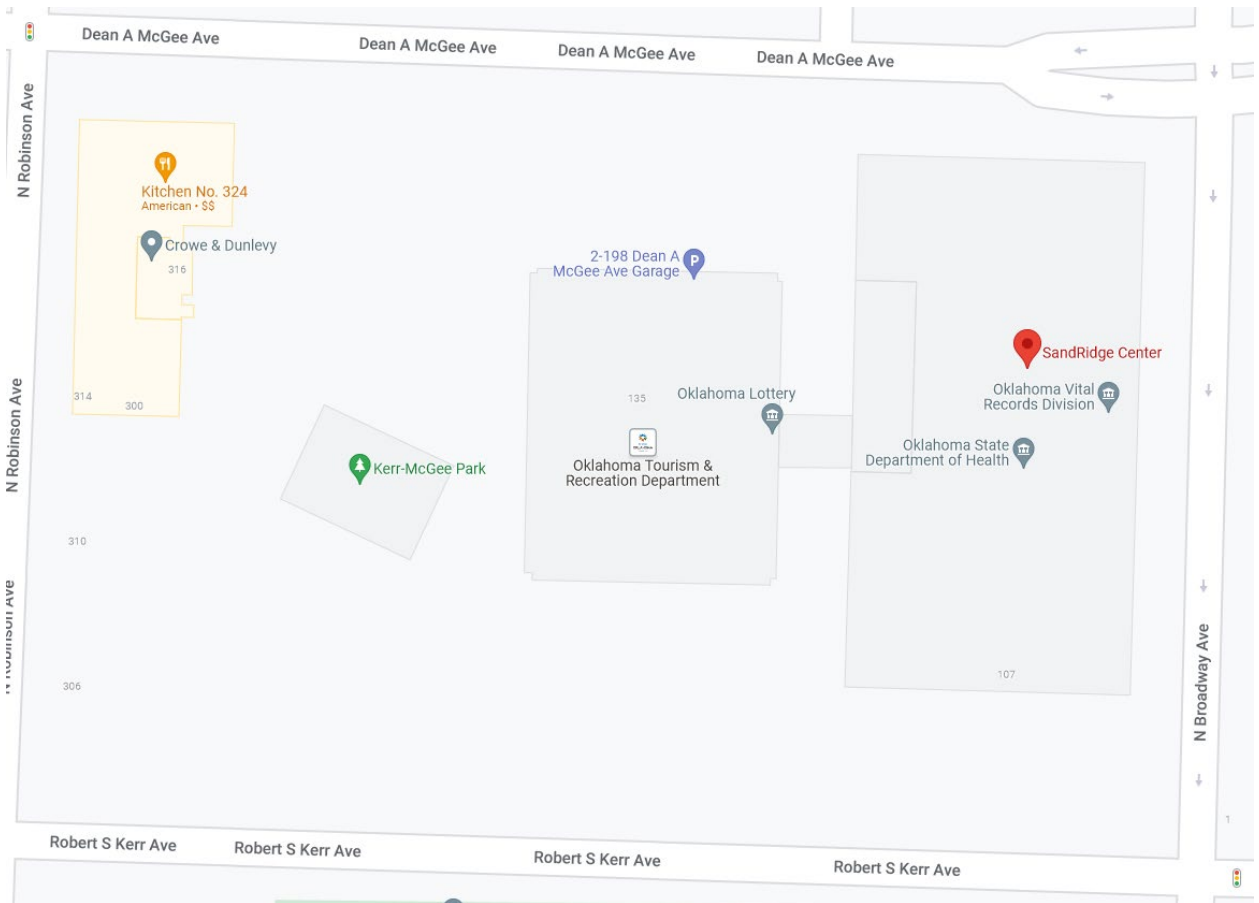
\_\_\_\_\_ Solicitation Amendment(s) if any posted to website prior to Bid closing date (must be dated and signed)

\_\_\_\_\_ Certificate of Insurance including Worker’s Compensation, automobile, medical malpractice and/or general liability

\_\_\_\_\_ Emergency Medical Service credentials, licenses, certificates, etc.

### 1.2 Other

Any questions regarding this solicitation must be sent by email to [rubys@health.ok.gov](mailto:rubys@health.ok.gov) and received by close of business **June 3, 2022**. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website and must be copied, signed, dated and attached to the proposal.





**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: OKLAHOMA STATE DEPARTMENT OF HEALTH Agency #: 340

Supplier Legal Name: \_\_\_\_\_ Solicitation or Purchase Order #: 3400001752

**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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
  - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
  - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

**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.

**SECTION III [74 O.S. § 582]:**

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or 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



**Solicitation#:** 3400001752

**Solicitation Issue Date:** 05/18/2022

**DUE DATES AND TIME (CENTRAL STANDARD TIME):**

**Bid Response:**

3:00 p.m. on JUNE 17, 2022<sup>1</sup>

**Non Mandatory Pre-conference Meeting:**

May 25, 2022 10 am

Department of Health

123 Robert S. Kerr Floor 28 Room 1

**Questions:**

3:00 p.m. on JUNE 3, 2022

**CONTRACT TYPE:**

**Agency:**

**Statewide:**

**Agency Name/Number** \_\_\_OK STATE DEPT OF HEALTH/340\_\_\_ **Contract Number** \_\_\_\_\_

**SOLICITATION TYPE:**

**Request for Proposal**

**Request for Quote**

**Invitation to Bid**

**Information technology Bidder Instructions are applicable:**

**Yes**  **No**

**Terms regarding sensitive data will be included in the Contract including, but not limited to:**

**HIPAA** \_\_\_\_\_ **CJIS** \_\_\_\_\_

**FERPA** \_\_\_\_\_ **OTHER** \_\_\_\_\_

**1075** \_\_\_\_\_

**RETURN SEALED BID TO:**

Oklahoma State Department of Health  
123 Robert S. Kerr Ave. STE 1702

**RFP # 1752**

**ATTN: RUBY SHERWAN**  
Oklahoma City, OK 73102

**CONTRACTING OFFICER:**

**Name:** RUBY F. SHERWAN

**Email:** rubys@health.ok.gov

**Phone No.** 405-816-6645



**FY 2023 OERSSIRF Attachment A**

<b>Attachment A FY 2023 Response to the Request for Proposals and Solicitation for OERSSIRF</b>			
Section 1 - General Information and Project Requirements			
Name of Submitting Entity:			
Project Number (if more than one response is submitted)			
Total Project Amount (matching + requested \$ =)			
Requested OERSSIRF Amount			
Mailing Address of Submitting Entity			
Entity Phone Number			
Contact Name			
Contact Phone Number			
Contact Email Address			
<b>Demographic Questions</b>			
<p>The submitting entity is asked, BUT NOT REQUIRED, to provide the following information. A score will not be assigned to any of the submitted information. However, the information may be useful to the review panel. If some of the requested information is not applicable, enter NA. In cases where more than one response to a question is applicable, check all that apply.</p>			
Certification and Licensure Level of Emergency Medical Personnel at the submitting entity			
EMR			BLS
Intermediate			Advanced EMT
Paramedic			Specialty Care or Critical Care
Number of response vehicles (EMRA Response Vehicles or Ambulances)			
Number of substations or posts operated by the entity			
Number of responses in CY 2021			
How is the agency funded?			
Charges		Sale Tax	
Property Tax		Utility Assessments	
		Subscriptions	
		Other	
<p align="center"><b>FY 2023 OERSSIRF Attachment C-1 and supporting documentation is to be limited to 55 pages.</b></p>			
<p align="center"><b>See Guidebook for additional details and explanations. (page 8)</b></p>			

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

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

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

**Section 2 Part A - Qualified Entity**

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

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

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

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

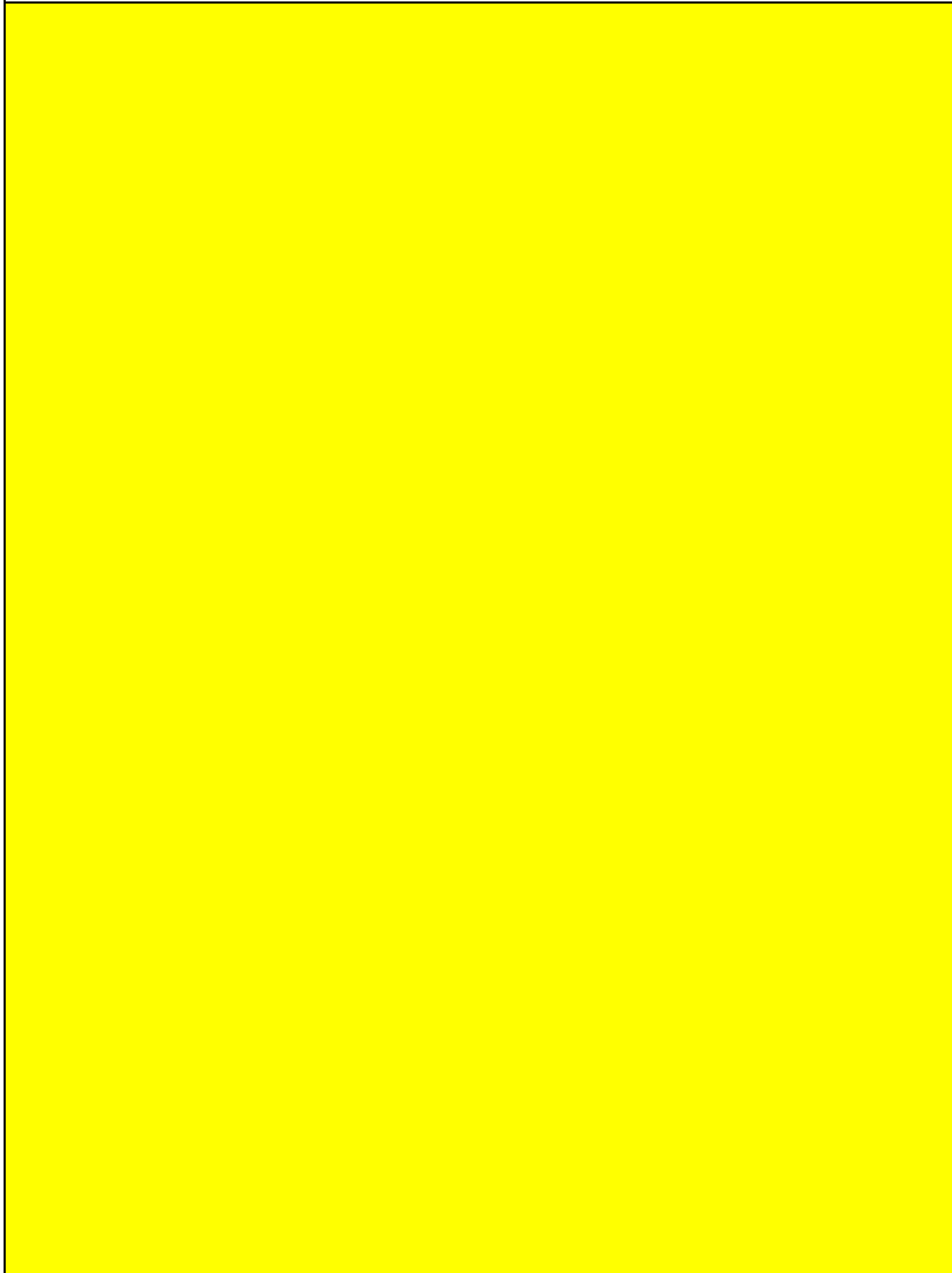
*"The applicant shall demonstrate that the project is needed in the area to be served and is sufficient, as proposed, to serve such needs. Applicant shall demonstrate local support, interest and commitment in and to the proposed project."*

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

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

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

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





<b>Section 2 Part C. Availability of other Assistance (310:642-3-1 (c) (4))</b>
Applicant shall demonstrate appropriate due diligence to ensure no alternative sources of revenue could be obtained and utilized for project financing.
Efforts to determine alternative sources of revenue must be documented in a narrative summary. Identify all measure and efforts to seek alternative funding sources.
The documentation for alternative sources of funding is to include, but not be limited to: (a) formations of "522" or Ambulance Service Districts; (b) formation of Title 19 Funding District, (c) Additional Public Monies, (d) Grants.
Please use the space below to describe steps taken to identify additional resources. Additional documentation may be attached.

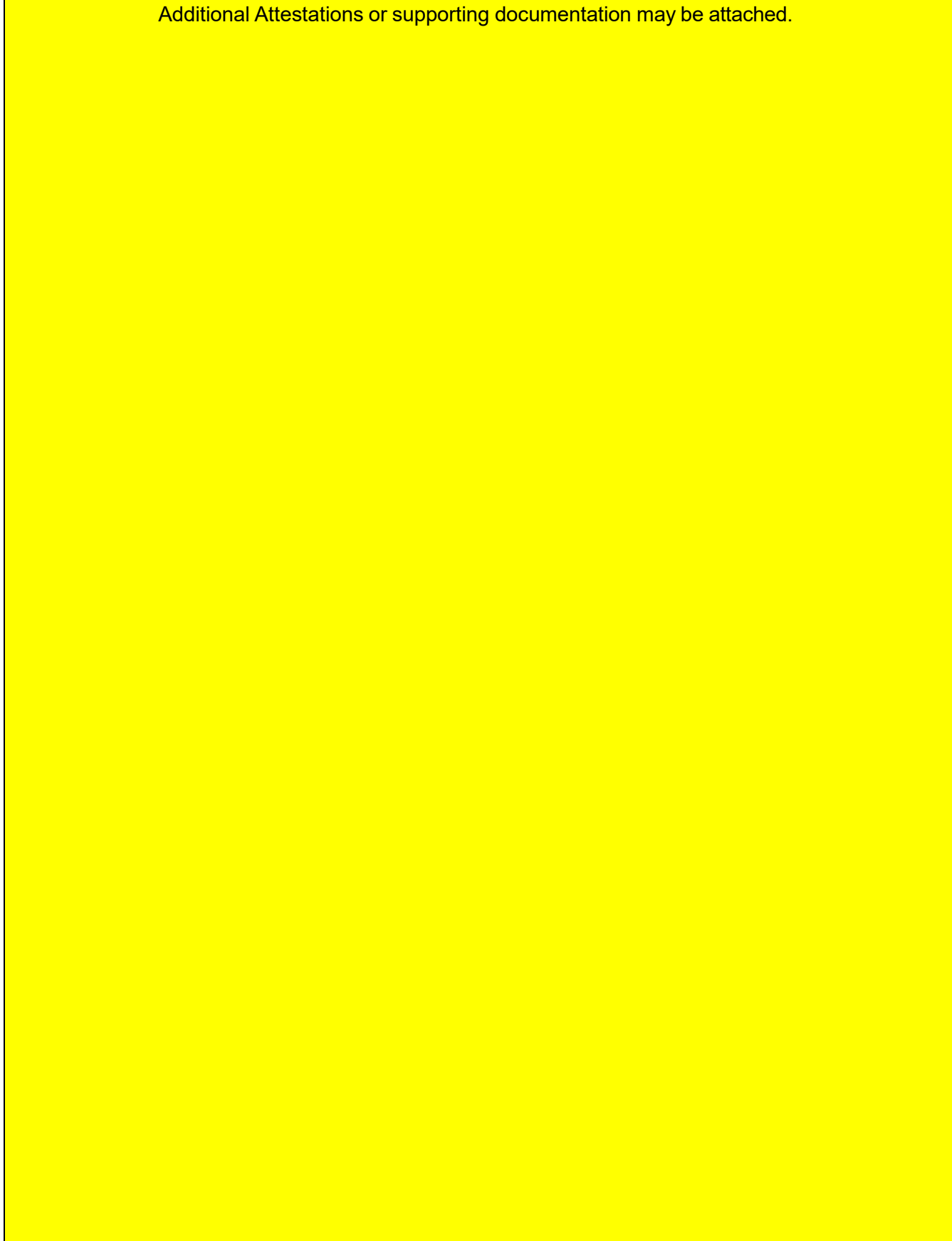
<b>Section 2 Part D. Project Feasibility (310:641-3-1 (c) (5) and (6))</b>
Applicant shall not be considered an expert or financial consultation for the purpose of attesting to project feasibility and cost-effectiveness.
Application will be reviewed prior to scoring to ensure guidance was followed.
<u>"The Department shall be under a continuing obligation to ensure the following standards and criteria are satisfied before any proposal is approved for funding and may determine compliance with these standards and criteria during preliminary review, scoring and selection, or during a post selection review."</u>
Applicant must demonstrate the project is feasible and cost effective. The project description shall establish all items to be completed and purchased during the project period. All items to be purchased must be detailed in the Budget Section and Benchmark Section.
Documentation must be provided that demonstrates purchasing timetables and costs for all project items.
Appropriately credentialed expert or consultant must provide attestations to the feasibility and cost-effectiveness of the project must be provided. Credentials of financial consultant(s) and expert(s) shall be submitted with attestation(s).

<b>Section 2 Part E. Statewide Needs and Public Interest. (310:641-3-1 (c) (7))</b>
Applicant must show how the project will serve the public interest and welfare by demonstrating the relationship between the project and "Stabilization and Improvement" within the State of Oklahoma, as identified in a needs assessment.
Needs Assessments may include reports from Bishop and Associates, National Highway Transportation and Safety Administration, OSU Cooperative Extension Service, or other reports regarding EMS.
Attestations of the benefits of the project to the public interest and welfare shall be provided by an appropriately credentialed consultant or other expert. Credentials of financial consultant(s) and expert(s) shall be submitted with the attestations(s).
The applicant shall not be considered an expert or financial consultant for the purpose of attesting to the project need. Real and potential conflicts of interest will need to be declared in the attestation with steps taken to address the conflicts. Application will be reviewed prior to scoring to ensure guidance was followed.

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

Use the area below to describe the needs assessment process and documentation.

Additional Attestations or supporting documentation may be attached.



**Section 3 - Statutory Purpose(s) (Check all applicable activities)**

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

....All monies accruing to the credit of the fund are hereby appropriated and may be budgeted and expended by the Department for the purpose of funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel, capital and equipment needs.

Regulatory Reference and Scoring (O.A.C. 310:642-5-1 OERSSIRF funding priority point system (2)  
(A) Statutory purposes (S): (i) - (vi)

Points shall be awarded for each of the relevant statutory purposes of the proposal as follows:

**All applicable statutory purposes must be included in the Benchmark Section.**

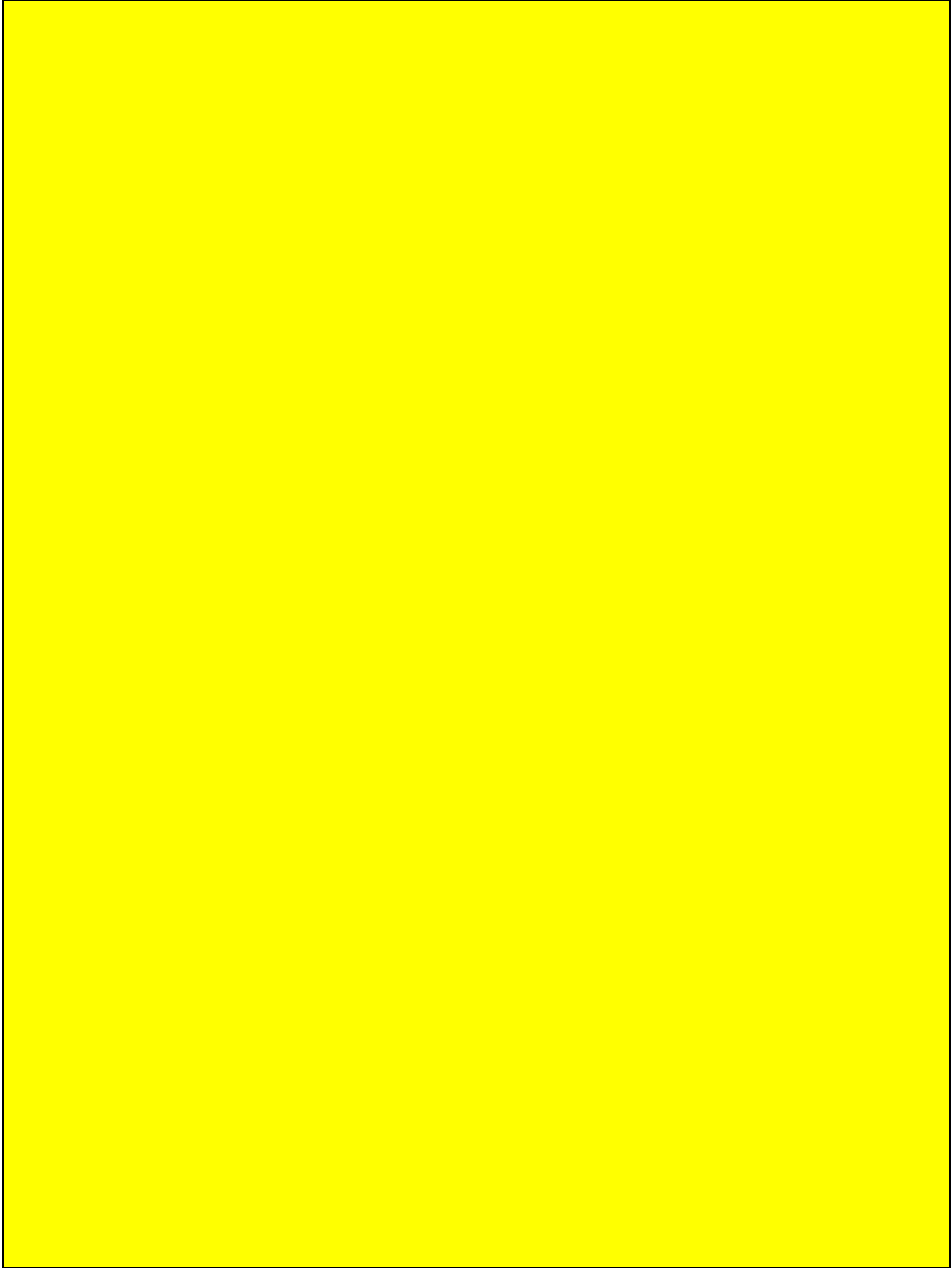
Statutory Purpose	Value	Is this part of the Proposal ?
Funding Assessment Activities	50 Points	
Stabilization and/or Reorganization of At-Risk Emergency Medical Services	100 Points	
Development of Regional Emergency Medical Services	50 Points	
Training for Emergency Medical Director	50 Points	
Access to Training for Front Line Emergency Medical Services Personnel	100 Points	
Capital and Equipment Needs	50 points	

**Applicant Self Score**

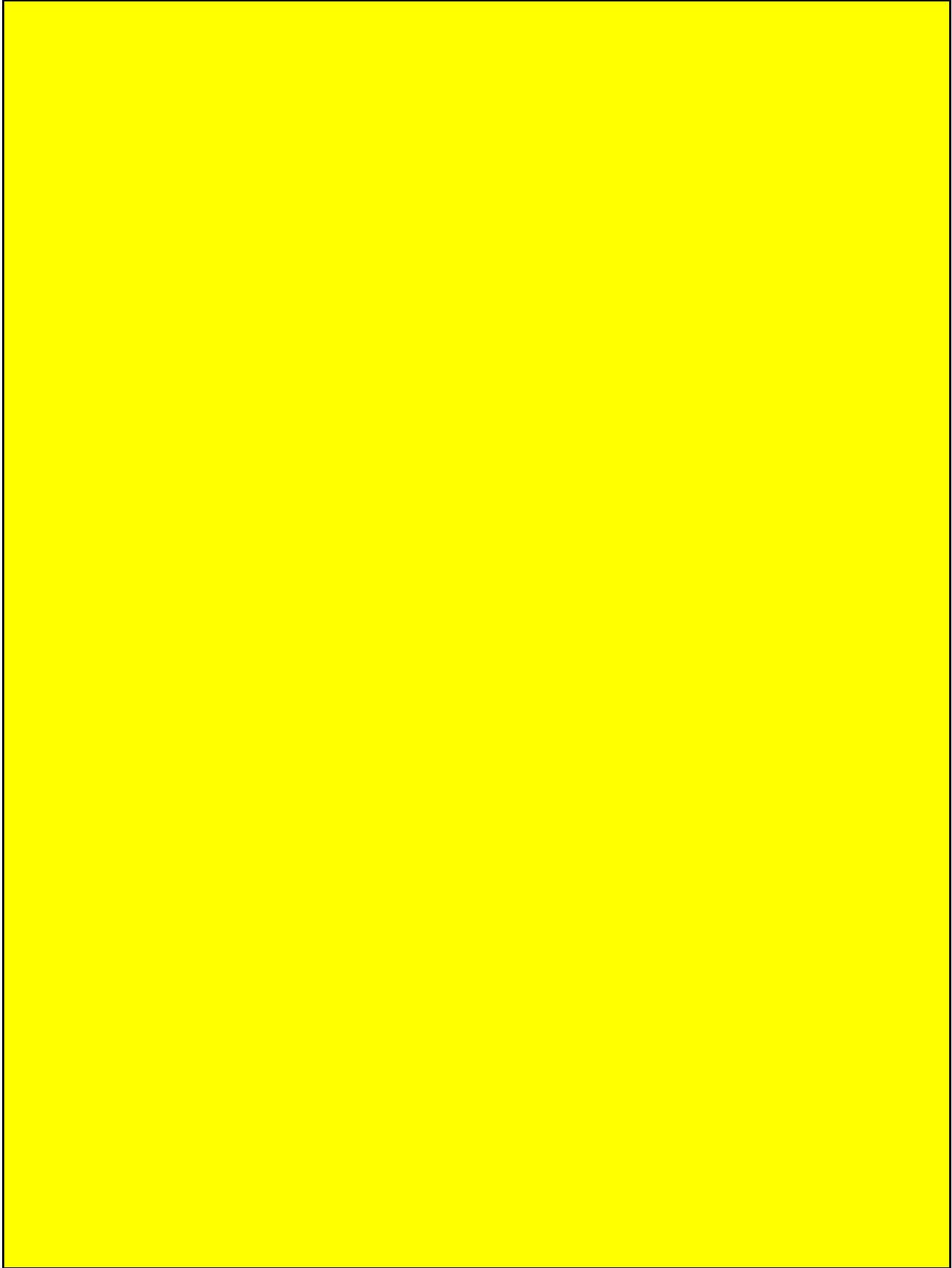
Statutory Reference (63 O.S. § 1-2512.1)

In narrative form, describe the project statutory purpose(s) and include any documentation that supports the awarding of points for the Statutory Purpose(s). Continue on next page

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



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



**Section 4 - Multiple Jurisdictions**

O.A.C. 310:642-5-1 (2) (B) states: *Points shall be awarded for projects addressing the EMS needs of multiple jurisdictions, as follows:*

If more than one jurisdiction will benefit from the project, list them all and describe the proposed benefits.

Include a map and highlight jurisdictions benefitting from the project. For every jurisdiction included in the Proposal, documents that verify their inclusion and/or support must be submitted.

JURISDICTIONS	Points	√	Applicant Self Score
Two Cities or Towns	25		
Three Cities or Towns	50		
County Wide	100		
Multi-County	150		
State Wide	200		

**Section 5 - Population Density**

Source document for population density

<https://www.census.gov/programs-surveys/decennial-census/decade/2020/2020-census-results.html>

Link to Population Density by Zip Code:

<https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/protective-health/emergency-systems/oerssirf/fy2023/FY%202023%20Population%20Density.pdf>

O.A.C. 310:642-5-1 (2) (C) states: *Points shall be awarded for projects encompassing areas of lowest per-mile population density as recorded by the United States Census Bureau, as follows:*

The population density of the proposed project area shall be determined by the zip codes within the posed project area. Use the link above to go to the OSDH OERSSIRF Page. The Document detailing Population Density for all reported zip codes in Oklahoma. To determine the population density for the project, identify all zip codes in the proposed and find the population density detailed on the Document

Enter all Zip Codes and their corresponding Population Density in the fields below.

The score for this section will be the zip code in the proposed area with the lowest population density.

If the Proposal is for a state wide project, the population will be 57.7 persons per square mile.

Zip Code	Population Density	Zip Code	Population Density

Scoring Criteria	Points	√	Applicant Self Score
Less than 10/mile	100		
10/mile to 29.9/mile	50		
30/mile to 79.5/mile	40		
79.6 to 199.9/mile	30		
200/mile to 999.9/mile	20		
1000/mile to 4,999.0/mile	10		
5,000.00/mile to 8,968.1/mile	0		

**Section 5 Population Density (continued)**

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

**Section 6- Distance to trauma center**

*O.A.C. 310:642-5-1 (D) Points shall be awarded for project areas where the average distance between the furthest and closest points within the project area to a trauma center classified by the State of Oklahoma or the American College of Surgeons as level I or II, as follows:*

Level 1 and Level II Trauma Centers are located in Oklahoma City and Tulsa, respectively. The

**OU Medical Center, 700 NE 13th Street, Oklahoma City, OK 73104**  
**St. John Medical Center, 1923 South Utica Avenue, Tulsa, OK 74104**  
**St. Francis Hospital, 6161 South Yale, Tulsa, OK 74136**

Utilize MapQuest to determine distances within the proposed project area.

**website: <https://www.mapquest.com/>**

Determine the most distant point with a physical address within the proposed project area from the closest Level 1 or Level II Trauma Center	Most Distant Point - Address	
	Miles to Closest Trauma Center	
Determine the closest point with a physical address within the proposed project area from the closest Level 1 or Level II Trauma Center	Closest Point - Address	
	Miles to Closest Trauma Center	
Average distance within proposed area to the closest Trauma Center		

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

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

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



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

*O.A.C 310:642-5-1 (E) states: 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:*

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

<https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/protective-health/emergency-systems/oerssirf/fy2023/EMTs%20by%20ZipCode.pdf>

Zip Code	Number of EMT's	Zip Code	Number of EMT's

Scoring Criteria	Points	√
0-24 resident EMT's	60	
25 -49 resident EMT's	40	
50 -99 resident EMT's	20	
100 or more resident EMT's	0	

<b>Applicant Self Score</b>

**Section 8 - Amount of Funding Requested**

*O.A.C. 310:641 -5-1 (F) states: Points under this category for amount of funding requested are determined as follows:*

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

Amount of funding requested	Points	√	Amount of funding requested	Points	√
\$20,000.00 to \$39,999.00	50		\$100,001.00 to \$200,000.00	-20	
\$40,000.00 to 59,999.00	30		\$200,001.00 to \$300,000.00	-30	
\$60,000.00 to 79,999.00	20		\$300,001.00 to \$400,000.00	-40	
\$80,000.00 to \$100,000.00	10		\$400,001.00 to \$500,000.00	-50	

<b>Applicant Self Score</b>

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

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

**Section 10 Budget / Proposed Expenditures**

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

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

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

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

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

<b>Section 11 - Previous Funding Assistance</b>				
<p><i>O.A.C. 310:642- 5 -1 (H) states: If a qualified entity has been approved for one (1) or more OERSSIF proposals from the Department for projects awarded in the past, points shall be deducted from the proposal according to all of the following provisions that apply unless the previous proposal was for an assessment of the need for the establishment of EMS or stabilization of an at-risk EMS:</i></p>				
<p>If a qualified applicant has been approved for one or more OERSSIRF grants in the past, points shall be deducted; unless the previous proposal(s) was for an assessment of the need to establish an EMS agency or the stabilization of an at-risk EMS. (O.A.C. 310:642-5-1 (H))</p>				
<p>To help ensure accuracy , Department staff and the review panel will score this section together. The Score will be based on the Department document that includes the previous awards, benchmark awards, and at-risk exemptions.</p>				
Criteria	Points Deducted	√		
One (1) funded project in the preceding twelve (12) month period, or FY 2022	-80			
More than one (1) OERSSIRF project in the preceding twelve (12) month period, or FY 2021	-100			
One (1) OERSSIRF funded project more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17,18, 19, 20, or 21	-50			
Two (2) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, or 21	-80			
Three (3) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, or 21	-100			
Four (4) OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, or 21	-150			
Five (5) or more OERSSIRF funded projects more than twelve (12) months in the past, or FY 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 or 21	-175			
<b>Section 12 - Previous Funding Evaluation</b>				
<p><i>O.A.C. 310:642- 5 -1 (I) states: The project score established through the Department's evaluation required by OAC 642-9-1(a) for each previously completed OERSSIRF project shall earn the following points:</i></p>				
<p>The project score established through the OSDH evaluation required by O.A.C. 310:642-9-1 (a) for each previously completed OERSSIRF project shall earn the following points. Applicants shall submit copies of letters verifying the OSDH benchmark ratings.</p>				
Rating	Points / Rating	Number of Benchmark Letters With This Rating	Total Points	
Significantly Improved	100			
Improved	50			
Not Improved	-50			
Worsened	-100			
Self Score from Previous Awards			<table border="1"> <tr> <td style="text-align: center;">Applicant Self Score</td> </tr> </table>	Applicant Self Score
Applicant Self Score				
Self Score for Benchmarks				
Total point deduction or additions				

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

**Section 13 - Benchmarks**

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

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

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

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

**Statutory Purpose: Funding Assessment Activities**

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

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

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

**Statutory Purpose: Development of Regional Emergency Medical Services**

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

**Statutory Purpose: Training for Emergency Medical Director**

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

**Statutory Purpose: Access to Training for Front Line Emergency Medical Services Personnel**

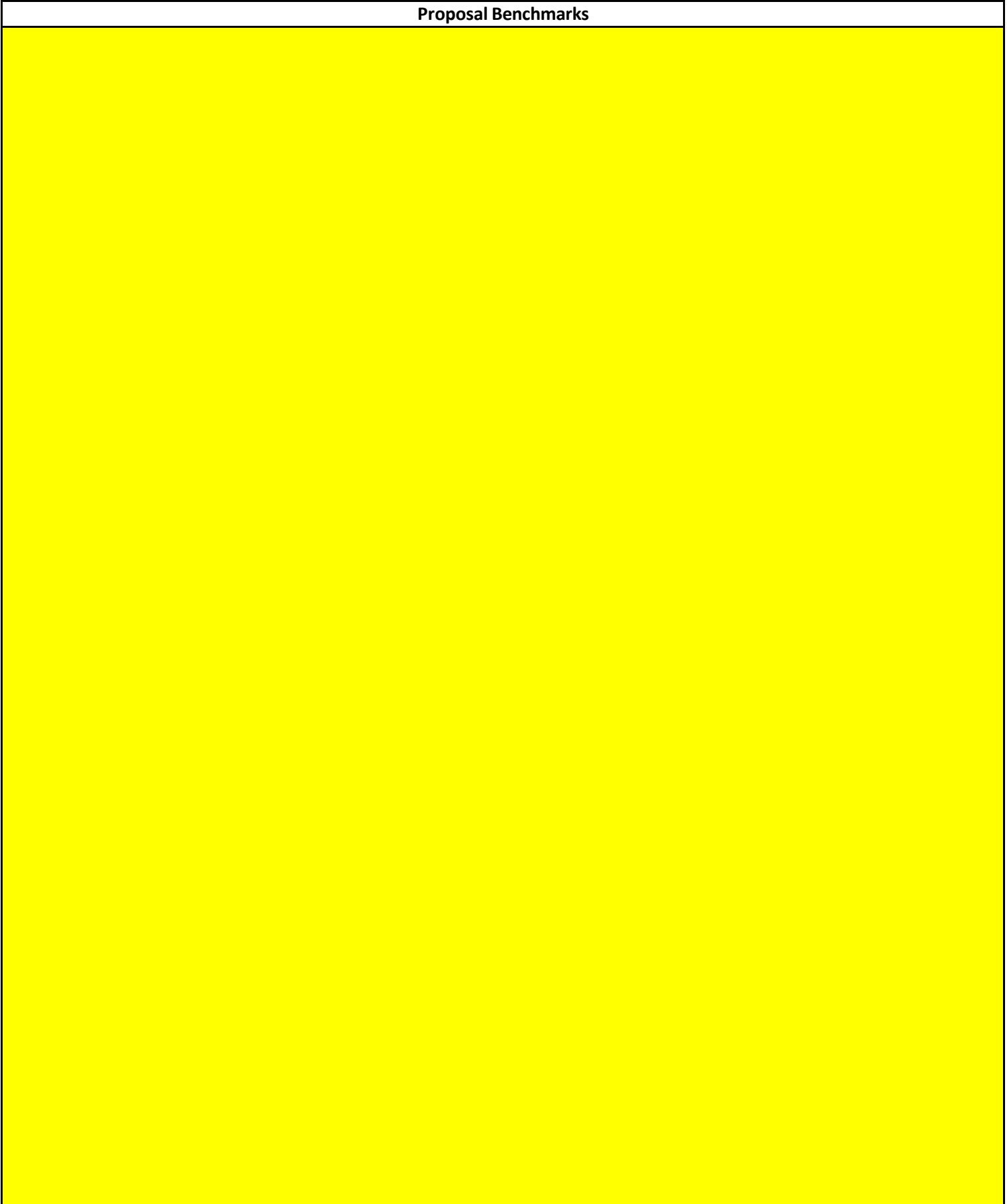
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will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

**Statutory Purpose: Capital and Equipment Needs**

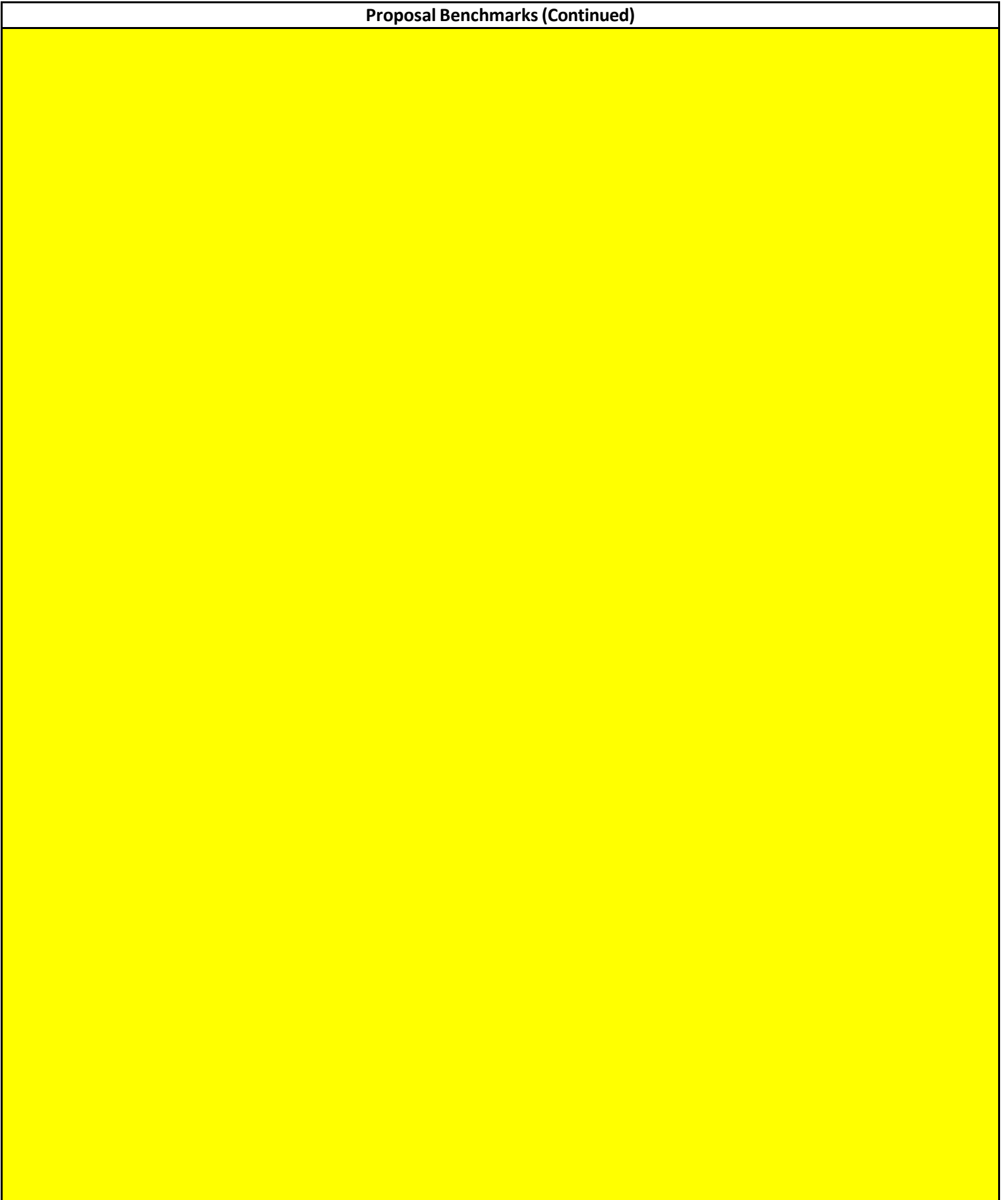
What will be improved through the proposal?
What is the current condition of the item to be improved?
How did you determine the current condition of the item to be improved?
How will the proposal improve the current condition of the item?
When will the current condition of the item be improved?
How will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



**Proposal Benchmarks**



**Proposal Benchmarks (Continued)**



Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement Revolving Fund (OERSSIRF) - Fiscal Year 2023

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

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

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## Introduction

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

OERSSIRF was created through statute for the purposes of:

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 frontline emergency medical services personnel,
6. Capital and equipment needs.

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

Any person or organization or any combination of:

1. 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,
2. approved training institutions,
3. approved emergency medical dispatch agencies, approved medical directors
4. or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services,
5. or education systems operating EMS training institutions.

### **How are the funds awarded, earned, or won?**

- This is a competitive scoring process. The Department must release it through a "Request for Proposal" (RFP) process because of the scoring process.
- Each response is a submission to the Department to enter into a contract with the Department.
- After the scoring process, the "Contracts" are awarded to the "vendors" that scored higher in the ranking of scores.
- These are contracts, and the expectation is that the vendor will complete the terms in the contract
- The terms of the contract are the deliverables.
- Invoices will then be submitted from the Vendors to the Department periodically, so that reimbursement can be made.
- The vendor must be able to show documentation that the deliverable was completed by the vendor.

## Application and Process for FY 2023

### OERSSIRF Key Terms

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

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

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

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

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

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

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

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

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

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

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

**Solicitation** means the request for the RFP.

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

Guidebook for the Oklahoma Emergency Response System Stabilization and Improvement  
Revolving Fund (OERSSIRF) - Fiscal Year 2023

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

**Considerations regarding how to respond to the solicitation**

- Read the guidebook
- Read all directions for the solicitation and application
- Please read the attachments
- Prepare a list of documents you will need to send.
- Ensure you know who will need to sign the solicitation
- Consider what you need that will “Stabilize and Improve” Emergency Medical System in your community, or region.
- When you are listing and detailing your needs, determine how you will measure success.
- Use the application fields to answer questions and provide narratives
- Always remember, as a response to the RFP, you are asserting how you will “Stabilize and Improve” EMS in your area and Oklahoma. Use the fields next to the point values to not only serve as a check list and a way to show the reviewers what you are asserting. After reading the assertions, the review panel will validate your assertions and provide a score.
- Do not assume the reviewers will understand what you are submitting. The narrative of the proposal is as important as the documents provided. The narrative will explain what you will use the money for, and explain the supporting documents. The supporting documents are used to validate the assertions made in the application and narrative.
- If the vendor is working with another agency or entity to complete a deliverable, (e.g. as an agency working with a dispatch center for improvement), be sure to include letters of support or commitment from your “partners”. This deliverable will also need to be detailed in the benchmarks.
- If the vendor is working with another agency in a type of cooperative agreement, then each vendor must receive a service, item or product from the cooperative agreement.
- Nine (9) copies and the original are required to be submitted. An application will not be sent forward for review if the original and nine copies are not submitted.

**Solicitation and RFP Award Process**

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

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

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

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

**The application process is:**

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

**What does this mean?**

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

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

**If the answer is no to any section, then the response will not be sent to the review panel, based on the following regulations:**

***O.A.C. 310:642-3-1-(b) Criteria applicability, and  
O.A.C 310:642-7-1 Content of proposal***

**OERSSIRF Sections**

**General Directions:**

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

### **Part 1: Solicitation Package**

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

#### **The OMES Solicitation**

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

#### **Special Provisions**

- Page 1 to 8 Special Provisions, Solicitation Instructions, Terms of the Contract- A must read.  
(This describes specific requirements the applicant must complete to submit a complete response)

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

#### **Amendments to the Solicitation Package**

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

### **Part 2- OERSSIRF Application (Attachment A)**

#### **Project Proposal Information, Inclusions, and Requirements**

**Submitting Agency, Entity, or Individual** is asking for the Name of the Qualified Entity submitting the response.

**Mailing Address** is the address of the qualified entity that correspondence from the office can be mailed too.

**Business Telephone** is the telephone number to contact the qualified entity submitting the response.

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

**Telephone Number** is the phone number of the contact person



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**Email Address** is the email address of the contact person

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

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

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

**Person completing application** is the person that completes the application.

**Signature** is from the person that has the responsibility to ensure the deliverables is completed.

**Date signed** is when the signature was affixed to the response.

**Statement:**

Each application is a single response to a Solicitation for Request for Proposals released for FY 2023. A single response cannot be considered as part of a larger project area or goal unless there are documents within the proposal that establishes the multi-jurisdictional support.

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

**What does this mean?**

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

**Statutory Eligibility**

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.

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

**What does this mean?**

- The applicant must be a qualified entity.
- The applicant is only able to request funds to accomplish one or more of the six statutory purposes for OERSSIRF Funding
- If an applicant requests funding for a purpose that is not included in the six statutory purposes, then the entire proposal will be rejected and returned to the applicant.

**Local need, support, and priority with statewide needs and public interest**

- (a) The applicant must show the project is needed and sufficient to meet the needs in the area.
- (b) The application must show how the proposed project will serve the public interest and welfare by demonstrating the relationship between the project and the overall EMS development needs within the State of Oklahoma, as identified in a needs assessment.
- (c) Needs assessments may include reports from Bishop and Associates, National Highway Transportation and Safety Administration, OSU Cooperative Extension Service, or other reports regarding EMS.
- (d) The application must show local support for, interest in, and commitment to the proposed project. Letters expressing support from legal entities such as cities, counties, and companies in the area to be served shall be included as appropriate. The application will be reviewed prior to scoring to ensure guidance was followed.
- (e) Attestations of the benefits of the project to the public interest and welfare shall be provided by an appropriately credentialed consultant or other expert. Credentials of financial consultant(s) and expert(s) shall be submitted with the attestation(s). Applicant shall not be considered an expert or financial consultant for the purpose of attesting to project need. The application will be reviewed prior to scoring to ensure guidance was followed.

**What does this mean?**

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

**Availability of other funding**

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

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to determine alternative revenue must be documented in a narrative summary. Identify all measures and efforts to seek alternative funding sources. This may include attempts to seek tax dollars, (property or sales), changes in billing practices, or other activities designed to secure funding. The application will be reviewed prior to scoring to ensure guidance was followed.

**What does this mean?**

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

**Project Feasibility**

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

**What does this mean?**

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

**Agency/Entity Demographics**

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

1. Level of licensure or certification: (EMR, BLS, ILS, or PLS)
2. Total number of responses for CY 2022
3. How is your agency/entity funded: charges, sales tax, property tax, utility assessment, donations, etc.?
4. Number of permitted ambulances or EMRA Response Vehicles are owned and operated by the applicant

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**What does this mean?**

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

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

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

**What does this mean?**

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

**Qualified Entity and Statutory Purpose**

The entities that can submit for OERSSIRF Funds and the items to be purchased are defined in statute.

Narrative spaces are available to respond to these questions.

**What does this mean?**

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

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

### **Statutory Purpose**

#### **What does this mean? What can the money be used for?**

- Funding assessment activities-
  - Does the qualified entity need to use a consultant to evaluate the existing system?
  - Does the entity need funds to professionally assess and determine the best solutions for the area?
  - Will the entity pay for and receive an assessment to determine their needs?
- Stabilization and/or reorganization of at-risk emergency medical services-
  - How is your entity at risk?
  - What is the entity at risk from?
  - How will the funds be used to address the risks?
  - Does the entity need funds to restart a failing service?
  - Does the entity seek to implement solutions identified in an assessment?
  - Does the entity need money to remain open?
- Development of Regional Emergency Medical Services?
  - Will the money be used to create a system of different agencies, entities, communities or other partners to create a system that addresses a larger or expanded area?
  - Will the money be used to include different agencies and entities into an existing system, expanding services in an area?
- Training for Medical Director
  - Does the medical director seek formal training to become a better or more effective medical director?
- Access to training for front line emergency medical services personnel
  - Will the money provide training be used to either initial training for new personnel?
  - Will the money provide training be used to increase the level of licensure for existing personnel?
  - Will the money provide training be used to improve current skills within current licensure?
  - Will the money provide training assist the entity in maintaining current licensure?
- Capital and equipment needs
  - Will the funding be used to purchase equipment that needs to be replaced?
  - Will the funding be used to upgrade existing equipment?
  - Will the funding be used to buy supplies to support equipment purchases?

### **Application considerations:**

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

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

### **Population Density and Multiple Jurisdictions**

The population density report has been updated to the 2020 Census data. The population density of the proposed project area shall be determined by the **zip codes** within the proposed project area. This link is to a document that shows the square miles and population for each zip code in Oklahoma

<https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/protective-health/emergency-systems/oerssirf/fy2023/FY%202023%20Population%20Density.pdf>

The source document for this information is the U.S. Census Bureau. The link for the source document is: <https://www.census.gov/programs-surveys/decennial-census/decade/2020/2020-census-main.html>

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

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

### **Multiple Jurisdictions**

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

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

- In previous solicitations, the Department was only able to determine population based on county density. This year, we have been able to create a table that takes the population is a zip code and the size of each zip code to create the population density for that zip code. (Formula- population /square miles = population density)
- There are hundreds of zip codes in Oklahoma. The table is in numeric order
- Include all the zip codes that will be included in your proposal.
- Reviewers will be able to access the table as well to verify your assertions.
- Zip codes listed will also be used to verify the assertions of multiple jurisdictions
- The multiple jurisdiction assertion may be supported by the following types of documents:
  - A. A map

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

**Number of EMTs in Project Area**

The number of EMT's in the project area shall be the sum total of EMTs in the zip codes within the proposed project area. This document is a report created March 2022 showing the number of EMT's in each zip code in Oklahoma.

<https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/protective-health/emergency-systems/oerssirf/fy2023/EMTs%20by%20ZipCode.pdf>

**What this means?**

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

**Distance to a Level I or II trauma center**

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

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

**What this means?**

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

### **OERSSIRF Funding and Percentage of Encumbered Matching Funds**

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

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

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

#### **Percentage of Encumbered Matching Funds**

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

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

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

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



### **Previous Awards/Previous Benchmark Evaluations**

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

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

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

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

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

### **Proposed Expenditures**

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

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

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

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

### **Benchmarks and Timelines for Benchmarks and Evaluations**

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

The regulation states:

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

*(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.*

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

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

*(A) Significantly improved.*

*(B) Improved.*

*(C) Not Improved.*

*(D) Worsened.*

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

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

### **Questions and considerations:**

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

### **Step one:**

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

How did you determine your needs? Did you:

- Review agency records?
- Work with staff to identify needs?
- What “numbers” determined your needs?
- If awarded, we will see these numbers change and improve.

These are your specific objective metrics.

Example:

The current status is X, and Y is needed to stabilize and improve our current status.

The amount of change between X and Y determines your success level.

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

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**Levels of success:**

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

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

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

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

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

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

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

The need identified is more personnel are needed.

Why are more personnel needed?

To continue the viability of the agency and decrease the number of times we relied on mutual aid and other agencies to respond to our area.

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

Specific and objective Metric:

Between 2021 and 2022- our agency used mutual aid 25 times because we lacked the personnel to respond to all of our requests for service.

After training, the agency will have increased our staff members by 5 licensed personnel

By the end of the contract period, mutual aid requests will be decreased by 50%.

Different objective levels are needed for each of the benchmark levels.

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

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

**Additional Points to consider**

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

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

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

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

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

The guidebook has been reviewed.

The responses must be returned to the Department by: \_\_\_\_\_

The changes and amendments to the application have been reviewed and returned.

The instructions for the Solicitation have been reviewed.

The supporting documents for the solicitation have been included.

The solicitation has been signed by the appropriate person.

The application has been complete.

The qualified entity requirements have been met.

Documents and narrative describing the “Need and Support” for the RFP are included.

The question regarding the “Availability of other funding” has been answered.

The attestations regarding “Project Feasibility” have been included.

The “Demographic” questions have been answered to the applicant’s satisfaction.

The appropriate “Statutory Purpose” fields have been included.

The zip codes for the proposal area to determine “Population Density” have been included with supporting documents.

A description and supporting documents for “Multiple Jurisdictions” have been included.

The zip codes for the proposal area to determine the “Number of EMT’s have been included.

The documents and narrative that supports the “Distance to a Trauma Center” have been included.

A list or explanation of the “Proposed Expenditures” or items to be purchased has been included in Section 6. Supporting documents have also been included.

If the response includes “Matching Funds”, those have been calculated and explained.

Previous awards and benchmark letters have been included.

The benchmark requirements for all the identified statutory purposes have been included.

Each “Deliverable” or item that the contract will be used for has a benchmark measurement that includes, but not limited to:

- what the current status is,
- what the purchase will do to improve the current status,
- numeric value that will measure how much improvement was completed.

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

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

"Unofficial Version"

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

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

[**Source:** Codified 7-25-2010]

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

The rules in this chapter are promulgated to:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **Criteria applicability.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Points may be awarded as described below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Significantly improved.

(B) Improved.

(C) Not Improved.

(D) Worsened.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**OKLAHOMA STATE DEPARTMENT OF HEALTH  
FY 2023 OERSSIRF INVOICE**

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

**Date Prepared:** \_\_\_\_\_

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

**Send to:** Oklahoma State Department of Health  
 Medical Facilities/Protective Health Services/Emergency Systems  
 Attn: Dale Adkerson, EMS Director or  
 Katrina Warden, Special Programs Coordinator  
 123 Robert S. Kerr  
 Oklahoma City, OK 73102  
 Email: Esystems@health.ok.gov

**Contact Name:** \_\_\_\_\_  
**Agency Name:** \_\_\_\_\_  
**Street Address/PO Box #:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Telephone #:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

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

Comments:	<b>SUBTOTALS</b>					
	<b>TOTAL</b>			\$		-
	<b>MINUS IN HAND AND IN KIND FUNDS</b>			\$		-
	<b>TOTAL DUE AGENCY</b>			\$		-

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

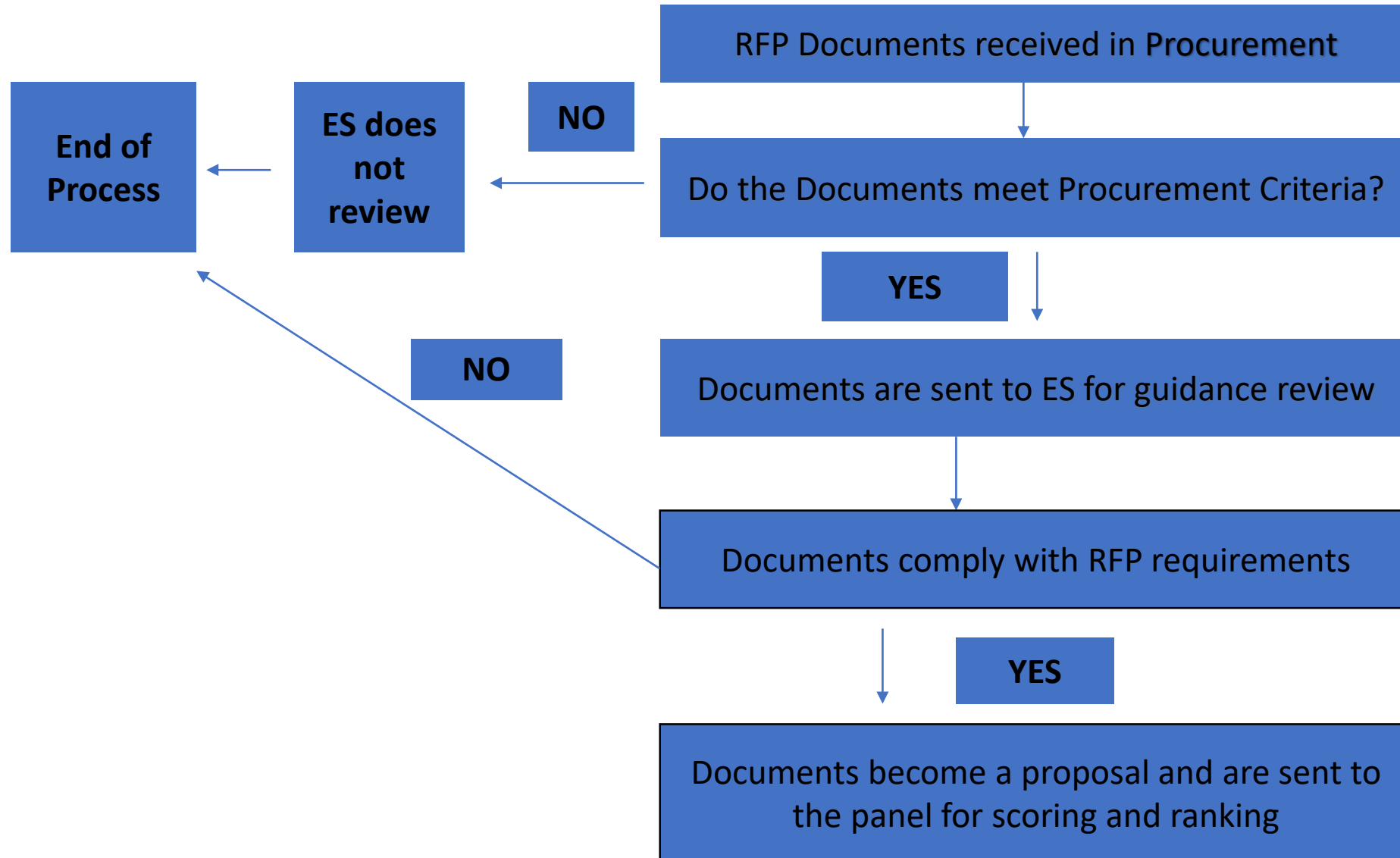
Signature: \_\_\_\_\_

<sup>1</sup> From OERSSIRF Proposal Budget Form (page 9 of FY2015 OERSSIRF application) . Example: "CP 1061422 Bi/Pap S/T M Series budgeted as Transport Ventilator".  
<sup>2</sup> Identify source of In-Kind Funds in the Comments block.

**OFFICIAL USE ONLY**

\_\_\_\_\_ Program Supervisor Signature  
 Fund \_\_\_\_\_ Account \_\_\_\_\_  
 \_\_\_\_\_ Contract Monitor Signature  
 Sub-Activity \_\_\_\_\_ Object Code \_\_\_\_\_  
 \_\_\_\_\_  
 Funded By \_\_\_\_\_ Date \_\_\_\_\_

# OERSSIRF FY 2023 Process





**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

**State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.**

<b>Agency Name</b>	OK.STATE DEPT OF HEALTH #340		<b>Contact Name</b>	RUBY SHERWAN	
<b>Phone #</b>	405-816-6645	<b>Fax #</b>	<b>Email</b>	RUBYS@HEALTH.OK.GOV	
<b>Agency Request To</b> – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor		<input type="checkbox"/> Update Existing Vendor		PeopleSoft 10-digit Vendor ID	
<input type="checkbox"/> Add New Address		<input type="checkbox"/> Change Address/Location		PeopleSoft Address #	PeopleSoft Location #
<input type="checkbox"/> Change Vendor Tax ID Other		<input type="checkbox"/> Change Vendor Name Explain		<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # <input type="checkbox"/>
<b>Vendor 1099 Reportable Status</b> <b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:					
<input type="checkbox"/> <b>Add:</b>		<input type="checkbox"/> 1 - Rents		<input type="checkbox"/> 2 - Royalties	
		<input checked="" type="checkbox"/> 6 - Medical & Health Care		<input type="checkbox"/> 3 – Other Income	
		<input type="checkbox"/> 7 - Non-Employee Compensation		<input type="checkbox"/> 10 - Crop Insurance Proceeds	
		<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		<input type="checkbox"/> <b>Remove:</b>	

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

**Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.**

**Payee Information:** Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.

<b>Name</b>			<b>Contact Name</b>			
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>			<b>Contact Title</b>			
<b>DBA Name</b>			<b>Phone #</b>			
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>			<b>Fax #</b>			
<b>Tax Identification Number (TIN) and Type:</b>			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
<b>Address</b>				<b>City</b>		
<b>State</b>		<b>Zip+4</b>		<b>Remittance Email</b>		
<b>Optional Addresses</b> – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:

Address				City	
State		Zip+4		Remittance Email	
<b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.					
Name				Title	Email

**W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES**

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

**Entity Filing Classification:**

Domestic (U.S.) Sole Proprietor or Individual     Domestic (U.S.) Partnership     Domestic (U.S.) Corporation    Type: \_\_\_\_\_

Limited Liability Company    Type: \_\_\_\_\_

LLC Disregarded Entity:  YES     NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other    Explain: \_\_\_\_\_

Foreign (Non-U.S.) Sole Proprietor or Individual\*     Foreign (Non-U.S.) Partnership\*     Foreign (Non-U.S.)    Type: \_\_\_\_\_

Foreign (Non-U.S.) Other\*    Explain: \_\_\_\_\_

**FOREIGN VENDOR INSTRUCTIONS:                    \* ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

**This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.**

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)

**Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)**

<input type="checkbox"/> <b>1 - RENTS</b> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery Rent 532150 of Telecommunications Equip Rent of 532160 Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	



<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b>		515600 Telephone Call Centers
515010 Office of Lawyers		515610 Business Service Centers
515020 Offices of Notaries		515620 Collection Agencies
515030 Other Legal Services		515630 Credit Bureaus
515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services		515640 Other Business Support Services
515210 Payments for Contract Mentor Services		515650 Investigation & Security Services
515220 Architectural Services		515660 Educational Services
515230 Landscape Architectural Services		515940 Individual & Family Services
515240 Engineering Services		515950 Community Food, Housing & Emergency & Other Relief Services
515250 Drafting Services		515960 Vocational Rehabilitation Services
515260 Building Inspection Services		515970 Child Day Care Services
515270 Geophysical Surveying & Mapping Services		515980 Arts, Entertainment and Recreation
515280 Surveying and Mapping (except geophysical) Services		515990 Other Services (except Public Administration)
515290 Testing Laboratories		517110 Moving Expense – Employee Transfer
515300 Interior Design Services		531150 Printing and Binding Contract
515310 Industrial Design Services		531160 Advertising
515320 Graphic Design Services		531170 Informational Services
515330 Other Specialized Design Services		531190 Exhibitions, Shows and Special Events
515350 Custom Computer Programming Services		531220 Burial Charges
515360 Computer Systems Design Services		531330 Jury and Witness Fees
515370 Computer Facilities Management Services		531500 Moving Expenses – General
515380 Other Computer Related Services		533100 Maintenance & Repair – Other Items
515400 Administrative Management & General Management Consulting Services		533110 Maintenance & Repair of Buildings & Grounds (outside vendors)
515410 Human Resources & Executive Search Consulting Services		533120 Maintenance & Repair – Equipment (outside vendors)
515420 Marketing Consulting Services		533130 Maintenance & Repair of Telephone Equipment (outside vendors)
515430 Process, Physical Distribution, & Logistics Consulting Services		533140 Maintenance & Repair of Data Processing Equipment (outside vendors)
515440 Other Management Consulting Services		533150 Maintenance & Repair of Data Processing Software (outside vendors)
515450 Environmental Consulting Services		533190 Maintenance & Repair – Employee Uniforms
515460 Other Scientific & Technical Consulting Services		545110 Purchase of Land Improvements
515470 Research & Development in the Physical, Engineering, & Life Sciences		545210 CIP (Construction in Progress) – Land Improvements
515480 Research & Development in the Social Sciences & Humanities		546210 Buildings and Other Structures – Construction and Renovation
515490 Advertising and Related Services		546220 Major Maintenance and Repair of Equipment
515500 Marketing Research & Public Opinion Polling		547110 Highway and Bridge Construction Expense – Contractual
515510 Photographic Services		547120 Maintenance and Repairs to Highways and Bridges
515520 Translation & Interpretation Services		547210 Major Maintenance and Renovation – Bridges
515540 All other Professional, Scientific and Technical Services		552100 Stipends – Other
515550 Management of Companies & Enterprises		552120 Teacher Stipends (“Incentive” payments)
515560 Office Administrative Services		552130 Oklahoma Police Corps Stipends
515570 Employment Placement Services		553160 Non-Employee Reportable Court Ordered or Legal Settlements
515580 Business Support Services		554190 Voter Registration Services
515590 Document Preparation Services		561140 Pollution Remediation
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b>		
553180 Settlements – Paid To/Thru Attorney		

**ATTACHMENT B-1: OSDH GENERAL TERMS**

**1 Scope and Contract Renewal**

- 1.1 Supplier may not add products or services to its offerings under the Contract without OSDH's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact OSDH.
- 1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate OSDH for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3 If applicable, prior to any Contract renewal, OSDH shall subjectively consider the value of the Contract to OSDH, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If OSDH determines changes to the Contract are required as a condition precedent to renewal, OSDH and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4 OSDH may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the OSDH exercises such option to extend ninety (90) days, the OSDH shall notify the Supplier in writing prior to Contract end date. The OSDH, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with OSDH as a precondition to a renewal of the Contract.

**2 Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate OSDH until the Date of Award, which is the date the OSDH has in its possession a copy of the Contract executed by both parties and a purchase order has been issued.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
- A. any Addendum;
  - B. any applicable Solicitation;
  - C. any Contract-specific OSDH terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D. the terms contained in this Contract Document;
  - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
  - F. any Supplier-supplied documents, including a statement of work, work order, or other similar ordering document as applicable; and
  - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of OSDH, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act. This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for

maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

### **3 Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OSDH bears no liability for performance, payment or failure thereof by the Supplier in connection with an Acquisition.

### **4 Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with OSDH and may also result in cancellation of existing contracts with OSDH.
- 4.9 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.10 **Indemnified Parties** means OSDH and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.11 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.12 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.13 **OAC** means the Oklahoma Administrative Code.
- 4.14 **OMES** means the Office of Management and Enterprise Services.
- 4.15 **OSDH** means the entity receiving goods or services contemplated by the Contract.
- 4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 **Supplier** means the Bidder with whom OSDH enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with OSDH.

- 4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or OSDH, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of OSDH in connection with this Contract or with funds appropriated by or for OSDH or OSDH's benefit (a) by any Supplier personnel or OSDH personnel or (b) any OSDH personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OSDH.

## **5 Pricing**

- 5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the

United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

- 5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board OSDH's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If OSDH requests expedited or special delivery, OSDH may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the OSDH. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the OSDH if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the OSDH at Destination. The OSDH assumes no responsibility for a product until accepted by the OSDH. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to OSDH. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the OSDH. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for a like product for others similarly situated.

## **7 Invoices and Payment**

- 7.1 A properly completed invoice must be submitted to the designated OSDH Contract Monitor identified in Section 0.6 within 30 days of the end of the month in which services were delivered or products provided and include the following items:
- a. name, address, and FEI number of the Supplier;
  - b. invoice date;
  - c. period covered by invoice;
  - d. purchase order number;
  - e. any other data, reports, information or documentation required by other conditions of the contract;
  - f. detail of the services provided and be in accordance with the terms and conditions of this agreement; and
  - g. For invoices involving payment for the Supplier's time, the Supplier and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Supplier's specific entity type found at 2 CFR Part 200.430, 45 CFR Part 75, and 7 CFR Part 3016, among others. 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 OSDH.”**

- 7.2 OSDH may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation. OSDH reserves the right not to process invoices submitted by the Supplier to OSDH more than 30 days after the month in which services were delivered. OSDH will not pay invoices received more than sixty (60) days after the end of the applicable contract period.
- 7.3 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted. Advance payments are allowed only under the circumstances outlined in the Statewide Accounting Manual, Section 8.34.1.
- 7.4 The following terms additionally apply:
- A. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
  - B. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
  - C. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
  - D. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
  - E. Supplier shall have no right of setoff.

## **8. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 8.1 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither OSDH nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or OSDH employee.
- 8.2 If the Supplier does not carry workers' compensation insurance because it considers their business to be that of an Independent Contractor, as defined by the Workers Compensation Act (85A O.S. § 1 et. seq.), the Supplier must complete the Affidavit of Exempt Status under the Administrative Workers' Compensation Act (CC-FORM-36A) through the Oklahoma Worker's Compensation Commission and provide proof of completion to the OSDH before any contractual services are provided.
- 8.3 Supplier agrees to indemnify OSDH, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- a. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81;
  - b. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

- c. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - d. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - e. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
  - f. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - g. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - h. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify); and
  - i. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- 9.2 Supplier certifies that it is a registered as a business entity licensed to do business in the State, has obtained a sales tax permit, and is current on franchise tax payments to the State, as applicable.
- 9.3 The Supplier's employees, agents and subcontractors shall adhere to applicable OSDH policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

- 9.4 At no additional cost to OSDH, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.5 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable OSDH-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.6 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the OSDH or the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.7 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.8 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.9 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.10 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and OSDH and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.11 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format,

Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1 As used in this clause and pursuant to 67 O.S. § 203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a OSDH shall have the right to examine and audit, at no additional cost to OSDH, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2 The Supplier 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 or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.
- 10.3 Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by OSDH, the State Auditor and Inspector and the State Purchasing Director.
- 10.4 As applicable, Supplier agrees to comply with all record retention requirements of 2 CFR §§ 200.334 - 200.338.

## **11 Confidentiality**

- 11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without OSDH’s prior

express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the OSDH's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the OSDH.
- 11.3 Supplier shall immediately report to the OSDH any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to OSDH full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the OSDH in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the OSDH in connection with any litigation and investigation deemed necessary by the OSDH to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll-free telephone call center services.
- 11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the OSDH and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the OSDH will immediately be entitled to injunctive relief and/or any other

rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 11.6 The Supplier shall immediately forward to the OSDH, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third-party request.
- 11.7 OSDH may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the OSDH provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest and Non-Collusion**

- 12.1 In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.



12.2 Supplier attests to the following:

- a. I am the duly authorized agent of the above-named Supplier submitting the documentation herewith, for the purpose of certifying the facts pertaining to the existence of collusion between the Supplier 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;
- b. I am fully aware of the facts and circumstances surrounding the making of this contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such contract; and
- c. Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party:
  - i. to any collusion among Suppliers in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting supplier contract information; nor
  - ii. 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
  - iii. in any discussions between the awarded Supplier and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; nor
  - iv. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.
- d. Neither Supplier nor anyone subject to the Supplier'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.

### 13 Assignment and Permitted Subcontractors

- 13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of OSDH which may be withheld at OSDH's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide OSDH and all affected parties with written notice of the assignment. Such written notice shall be delivered timely and contain details



sufficient for affected OSDHs to perform payment obligations without any delay caused by the assignment. Sole Source contracts shall not be assigned or delegated.

- 13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give OSDH and all affected parties prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of OSDH of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of OSDH. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by OSDH of any subcontractor and associated employees shall be a continuing obligation. OSDH further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 13.4 All payments under the Contract shall be made directly to the Supplier, except in the case of the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5 Rights and obligations of OSDH under the terms of this Contract may be assigned or transferred, at no additional cost, to other State entities.

## **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to OSDH in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to OSDH. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the OSDH unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with OSDH and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the OSDH may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

## **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected user to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, OSDH shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier. Supplier and the OSDH agree that any intellectual property developed under this Contract may be subject to requirements under 45 C.F.R. § 92.34 and 45 C.F.R. § 74.36 as applicable.

## **16 Indemnification**

## 16.1 Acts or Omissions

- a. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- b. To the extent Supplier is found liable for loss, damage, or destruction of any property of OSDH due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and OSDH shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

## 16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a OSDH's or user's content; (b) modifications by OSDH or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by OSDH in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to OSDH by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for OSDH or a OSDH as a system.

## 16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any OSDH affected

by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

#### 16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

#### 16.5 Limitation of Liability

- a. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any OSDH shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- b. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- c. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether OSDH has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1 Notwithstanding anything to the contrary in any Contract Document, OSDH may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the OSDH of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Supplier certain obligations are terminated shall be refunded.
- 17.3 OSDH's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

- 18.1 Supplier may terminate the Contract if (i) it has provided OSDH with written notice of material breach and (ii) OSDH fails to cure such material breach within thirty (30) days of receipt of written notice. OSDH may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2 OSDH may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of OSDH and detrimental to OSDH or to cause a condition

precluding the thirty (30) day notice or (iii) when OSDH determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

- 18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.
- 18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a OSDH's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been

issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

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

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



- a. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b. have, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- d. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22. Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23. Force Majeure**

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



mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

- b. Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of OSDH. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- c. Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24. Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to OSDH personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of OSDH. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of OSDH property in its possession, regardless of cause. If Supplier fails to comply with OSDH's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25. Miscellaneous**

### **a. Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute,

or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

**b. No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

**c. Employment Relationship**

The Contract does not create an employment relationship. The Supplier is in all respects an Independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Supplier nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Supplier shall notify the OSDH Contract Monitor of the change in relationship.

**d. Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

**e. Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to OSDH all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of OSDH or any OSDH is mentioned or language used from which, in OSDH's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of OSDH.

**f. Open Records Act**

Supplier acknowledges that all State agencies and certain other state entities are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also

acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

**g. Failure to Enforce**

Failure by OSDH at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of OSDH to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

**h. Mutual Responsibilities**

- i. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- ii. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- iii. The OSDH and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- iv. The OSDH and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- v. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

**i. Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

**j. Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**k. Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

**l. Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

**m. Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

**n. Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

**o. Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

**p. Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

**26. Limited English Proficiency**

Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Supplier shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons.

An inability by the Supplier to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program may result in termination of the contract.

**27. Charitable Choice Providers**

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

OSDH, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

**28. Procurement Integrity**

Supplier certifies that it has 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.