


# DHS90741

## Personal Emergency Response Systems & Medication Dispensary Devices

### SUBMISSION INSTRUCTIONS

<p><b>Instructions:</b> Submit the documentation specified on the list below. Complete forms as instructed. Do not submit documents that are not on the list (no cover letters, marketing materials, etc.).</p> <p style="text-align: center;"><b>Email response to:</b> <a href="mailto:elizbailey@utah.gov">elizbailey@utah.gov</a></p> <p style="text-align: center;">Include vendor name and DHS90741 in the subject line. <b>DO NOT UPLOAD RESPONSE INTO SCIQUEST!</b></p>	
<b>1. Form #1 - DHS Data Sheet</b>	
<b>2. Form #2 - Substitute W-9</b> – Signed with a signature date within six months of submission. <b>This form is not required if you have a current DHS contract and your business information will remain the same.</b>	
<b>3. Form #3 - Conflict of Interest Disclosure Statement</b>	
<b>4. Form #4 - Service Selection Form</b>	
<b>5. A copy of the Vendor’s Grant of Equipment Authorization from the FCC or a statement from the Vendor explaining why a Grant of Equipment Authorization is not required.</b>	
<b>6. Vendor must hold an active Business Entity Registration (in good standing) with the Utah Department of Commerce Division of Corporations and Commercial Code (DOC/DCCC).</b> Online registration is available here: <a href="https://corporations.utah.gov/">https://corporations.utah.gov/</a> . Questions about registration should be directed to the DOC/DCCC. <ul style="list-style-type: none"><li>• <b>DHS will confirm registration. Vendors are not required to submit a copy of their DOC/DCCC registration.</b></li></ul>	

### Adding Services to an Existing Contract

Vendors who previously responded to this RFSQ, were added to the AVL, and were awarded a contract, may submit a request to add new services to their contract so long as the vendor is still on the AVL and its contract is active and in good standing. Requests to add services to an existing contract shall include the following information ONLY:

1. Service Selection Form *with only the newly requested services checked*; AND
2. Any additional documents required to establish that the contractor meets the qualifications required to provide the newly requested services.

Requests to add services to an existing contract shall be submitted via email per the instructions on this checklist EXCEPT that the subject line shall include “DHS90726 Request to Add Services” and the Vendor’s name.

STATE OF UTAH DEPARTMENT OF HUMAN SERVICES  
REQUEST FOR STATEMENTS OF QUALIFICATIONS  
SOLICITATION #DHS90741

**Personal Emergency Response Systems & Medication Dispensers**

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# 1 General Information

## 1.1 Purpose

The purpose of this solicitation is to identify vendors qualified to provide Personal Emergency Response Systems & Medication Dispensary Devices as described in the Scope of Work in furtherance of establishing an Approved Vendor List.

The State of Utah Department of Human Services (DHS) is seeking statements of qualifications from vendors interested in providing the following services state-wide according to the specifications set forth in the Scope of Work: personal emergency response systems and medication dispensary devices.

## 1.2 Solicitation Type

The State of Utah Department of Human Services (DHS) is issuing this Request for Statement of Qualifications (RFSQ) for the purpose of establishing an open-ended Approved Vendor List (AVL).

This solicitation is open-ended, meaning vendors are invited to submit responses at any time prior to the close date posted in SciQuest. Vendor responses will be evaluated continuously as they are received and contracts will subsequently be awarded to successful vendors. Contract end dates are anticipated to coincide with the solicitation close date.

It is anticipated that this solicitation will remain open continuously, however, DHS may close the solicitation upon 30 days' notice published in SciQuest. If the solicitation is closed and DHS subsequently determines there is a need for additional vendors, DHS may reopen the solicitation for a period of not less than 30 days.

## 1.3 Pricing

Vendors do not submit pricing for this solicitation. Pricing for contracts awarded pursuant to this solicitation will be based on rates established by DHS. Rates are subject to change based upon legislative appropriations or DHS budgetary action.

## 1.4 Number of Awards

It is anticipated that this solicitation will result in multiple contract awards.

## 1.5 Submission Deadline

Responses to this solicitation may be submitted at any time prior to the close date and time posted on SciQuest. Any responses received after the submission deadline will be rejected.

## 1.6 Contract Term

Contracts resulting from this solicitation will be perpetual, but may be terminated upon 30 days' written notice by either party or in accordance with other termination provisions in the terms and conditions.

### 1.7 No Guarantee of Use

The award of a contract is not a guarantee that the contractor will be requested to provide any services. DHS reserves the right to select the most appropriate contractor to provide services from among those awarded contracts. Allocation of work after award may be based on client choice and need for contracted service as determined by DHS.

### 1.8 Restrictions on Communication

From the issue date of this RFSQ until an AVL is published, vendors are prohibited from communications regarding this RFSQ with the evaluation committee members or other associated individuals EXCEPT for the DHS procurement officer overseeing this RFSQ. Failure to comply with this requirement may result in disqualification.

### 1.9 Vendor Questions and Addenda

All questions regarding this solicitation must be submitted through SciQuest during the Question and Answer (Q&A) period listed on SciQuest. Questions may include notifying DHS of any ambiguity, inconsistency, exception, excessively restrictive requirement, or other errors in this solicitation. Questions are encouraged. An answered question or an addendum may modify the specifications or requirements of this solicitation.

Any exceptions to the content of this solicitation must be addressed within the Q&A period. Exceptions taken by a vendor to the scope/content of this solicitation that have not been addressed during the Q&A period will result in the vendor being rejected.

Addenda to this solicitation may be made for the purpose of making changes to any part of this solicitation, including qualification requirements, schedules, and criteria. Any response to this solicitation which has as its basis any communications or information received from sources other than this solicitation or related addenda may be considered non-responsive and be rejected at the sole discretion of DHS.

Vendors should check SciQuest for answered questions and addenda before submitting responses. It is the responsibility of vendors to submit their response as required by this solicitation, including any modified requirements contained in an answered question or addendum.

## 2 Evaluation of Responses

Evaluation of responses will be according to the criteria listed on the Score Sheet posted with this solicitation.

In the event a vendor's response is rejected for not being responsive, the vendor may resubmit a response during the period of time this RFSQ is open. Vendors are limited to three unsuccessful responses per calendar year

## **3 Approved Vendor List**

### **3.1 Placement on Approved Vendor List**

The approved vendor list will include only responsible vendors who: (i) submit a responsive statement of qualifications; and (ii) meet the requirement stated on the score sheet.

### **3.2 Approved Vendor List Period**

Vendors who are approved through this RFSQ process may remain on the AVL for a period of 18 months after which time the vendor must resubmit qualifications, or comply with any alternative method allowed by the Utah Procurement Code, to remain on the AVL.

### **3.3 Performance Rating System**

A performance rating system will not be used for evaluating the performance of vendors on the AVL.

### **3.4 Secondary Process**

After the AVL is established, DHS may use a bidding, request for proposals, or small purchase process, or DHS may award a contract to a vendor at established prices in accordance with UCA 63G-6a-507(6). Only vendors on the AVL will be able to participate in the procurements identified above. DHS anticipates utilizing the AVL to enter into contracts with multiple persons.

## **4 General Provisions and Acknowledgement**

By submitting a Statement of Qualifications in response to this solicitation, the vendor acknowledges and agrees that:

1. By submitting a response, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this solicitation and any subsequent approved vendor list or contract by any governmental department or agency. If the vendor cannot certify this statement, it must attach a written explanation for review by the State.
2. The State reserves the right to require any vendor (including vendor's employees, subcontractors, or others associated with vendor) with access to secure State facilities, sensitive data, or technology to complete a background check. The State reserves the right to determine what State facilities, sensitive data, or technology applies to the background and disclosure/notification requirements.

3. It has no outstanding tax lien(s) in the State of Utah or if it does, it shall notify the Purchasing Agent for this solicitation.
4. All costs incurred by a vendor in the preparation and submission of a response, including any costs incurred during discussions or oral presentations, are the responsibility of the vendor and will not be reimbursed.

If a vendor submits a response that contains information claimed to be business confidential or protected, the vendor must submit a completed Claim of Business Confidentiality form (available at: <http://purchasing.utah.gov/wp-content/uploads/confidentialityclaimform.doc>). The vendor must also submit two separate statements of qualification: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

Pricing may not be classified as business confidential and will be considered public information after award of the contract. An entire response may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered non-responsive unless the vendor removes the designation. Failure to comply with this section releases the State from any obligation or liability arising from the inadvertent release of confidential or proprietary vendor information.

## 5 Attachments

The following documents are posted on the DHS website at: <https://hs.utah.gov/dhspurchasing/dhs90741>. Vendors must read each of these documents as they contain information specific to responding to this RFSQ as well as contracting and performance requirements.

### **Do not include these documents when submitting your response.**

#### 5.1 Submission Instructions

This document specifies the documentation required and provides a submission email address.

#### 5.2 General Provisions

This document contains terms that apply to this RFSQ.

#### 5.3 Scope of Work & Rate Table

The Scope of Work defines the services and performance requirements that are required of vendors who receive a contract pursuant to the AVL.

#### 5.4 DHS Service Contract Template

The DHS Service Contract Template contains the contract terms and conditions.

#### 5.5 Evaluation Score Sheet

For DHS use only.

## 6 Forms

The following forms are posted on the DHS website at <https://hs.utah.gov/dhspurchasing/dhs90741>. The applicable forms must be completed and submitted with your response.

**Note: Vendors must submit responses to the email address listed in the “Submission Instructions and Checklist”. Do not submit responses by uploading documents into SciQuest!**

- 6.1 Form #1- DHS Data Sheet
- 6.2 Form #2 - Substitute W-9 (Not required if the Vendor has a current contract with DHS.)
- 6.3 Form #3 - Conflict of Interest Disclosure Statement
- 6.4 Form #4 - Service Selection Form

DHS90741  
EVALUATION SCORE SHEET  
*For DHS use only.*

Offeror Name:				
Evaluator Name:		Evaluation Date:		
<b>INSTRUCTIONS:</b> Indicate if Vendor submitted the following by checking Pass, Fail or N/A.			PASS	FAIL
Ensure the vendor has a Grant of Equipment Authorization from the FCC or a statement from the vendor explaining why a Grant of Equipment Authorization is not required.				

EVALUATOR COMMENTS:



## RFSQ GENERAL PROVISIONS AND ACKNOWLEDGEMENT

This solicitation is issued in accordance with the State of Utah Procurement Code (UCA 63G-6a) and applicable Rules (UAC R33). If any provision of this RFSQ conflicts with the applicable code or rules, the code or rules will take precedence. DHS reserves the right to utilize any option allowed by the Utah Procurement Code in regard to this solicitation.

By submitting a Statement of Qualifications in response to this solicitation, the vendor acknowledges and agrees that:

1. It has read this RFSQ, along with attached or referenced documents, and that the requirements, assignment of work methodology, and the evaluation process outlined in this RFSQ are understood, fair, equitable, and not unduly restrictive.
2. Exceptions to the specifications, or minimum requirements or technical criteria must be addressed in the Q&A section in the Utah Public Procurement Place prior to the Q&A Submission Close Date.
3. The award of a contract is not a guarantee that the vendor/contractor will be requested to provide any services.
4. The procurement unit will not conduct solicitation debriefings.
5. It must have all applicable licenses prior to contract execution and maintain such licenses throughout the duration of the contract. All vendors, whether doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov)
6. By submitting a response, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this solicitation and any subsequent approved vendor list or contract by any governmental department or agency. If the vendor cannot certify this statement, it must attach a written explanation for review by the State.
7. Its entire response is subject to public disclosure under the Government Records Access and Management Act (GRAMA) unless a Claim of Business Confidentiality form is submitted in accordance with the Protected Information section.
8. The State reserves the right to require any vendor (including vendor's employees, subcontractors, or others associated with vendor) with access to secure State facilities, sensitive data, or technology to complete a background check. The State reserves the right to determine what State facilities, sensitive data, or technology applies to the background and disclosure/notification requirements.
9. It warrants that it and any procurement items/services purchased from a contract with the vendor arising out of the approved vendor list resulting from this solicitation fully comply with all applicable laws, ordinances, orders, and regulations, including applicable licensure and certification requirements.
10. Pursuant to Administrative Rule R33-12-605, the State may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the procurement unit, the books, records, and performance of the vendor, if the vendor is awarded a contract.
11. Pursuant to Utah Administrative Rule R33-12-701, R33-12-702, R33-12-703, and R33-12-704, the State may, at its discretion, perform an inspection of the vendor's facility or place of business, or any location where the work is performed.
12. At any time during this solicitation, the State may reject a statement of qualifications if it determines that: (a) the vendor submitting the statement of qualifications is not responsible; or (b) the statement of qualifications is not responsive or does not meet the mandatory minimum requirements stated in this solicitation.
13. The State reserves the right to review all awarded contract(s) on a regular basis regarding performance and may negotiate service elements during the term of the contract.

14. Its response complies with any solicitation changes contained in addenda or questions and answers.
15. It has no outstanding tax lien(s) in the State of Utah or if it does, it shall notify the Purchasing Agent for this solicitation.
16. If awarded a contract pursuant to the Approved Vendor List arising from this solicitation, it will obtain the insurance required below:

- a. **Required Insurance.** The Contractor shall maintain commercial insurance or self-insurance that at a minimum meets the dollar amounts and types of coverage specified in this Contract. The Contractor's failure to fulfill the insurance requirements of this Contract constitutes a material breach of this Contract.

At any time during the life of the Contract, DHS reserves the right to reject policies that contain exclusions or limitations that are unacceptable to DHS. DHS reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract as deemed necessary.

Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor provides documentation verifying the insurance company providing the Contractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The Contractor's general and professional liability insurance policies shall include an endorsement that names the State of Utah, DHS and their officers, and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

If the Contractor is an "individual" providing services of less than 25 hours per week, the additional insured endorsement may omit the requirement that the endorsement be primary coverage. The term individual as used in this subsection means the Contractor provides the services pursuant to this Contract him or herself and does not employ other professionals to provide such services.

- b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason. Any deductibles, self-insured retentions, or similar items shall be stated on the certificate of insurance.

- c. **Types of Liability Protection the Contractor Shall Provide:**

- (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the self-insurance provision below:

- (a) *General Liability Insurance:* The Contractor shall maintain a policy of general liability insurance throughout the duration of this Contract that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 per person per occurrence and \$3,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the policy shall be maintained continuously throughout the duration of this Contract. Additionally, the claims-made policy shall be maintained continuously for a period of five years after the termination of this Contract or the Contractor shall obtain extended reporting coverage such that the policy covers claims reported up to five years beyond the date that this Contract is terminated. At the time any extended reporting coverage is obtained to meet the requirements of this Contract, the Contractor shall email documentation of such coverage to DHS at bcm@utah.gov. This paragraph survives the termination of this Contract.
- (b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation, the Contractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the Contractor provides individual residential care services by contracting with individual residential care homes, the Contractor shall maintain a policy of automobile liability insurance as indicated above, and each of the Contractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* The Contractor shall maintain a policy of professional liability insurance ("malpractice insurance") throughout the duration of this Contract with a limit of not less than \$1,000,000 per person per occurrence and \$3,000,000 aggregate if any services provided pursuant to this Contract are performed by professionals who are licensed by a professional licensing organization or the Utah Division of Occupational and Professional Licensing, including but not limited to doctors, dentists, nurses, massage therapists, social workers, and mental health therapists. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the policy shall be maintained continuously throughout the duration of this Contract. Additionally, the claims-made policy shall be maintained continuously for a period of three years after the termination of this Contract or the Contractor shall obtain extended reporting coverage such that the policy covers claims reported up to three years beyond

the date that this Contract is terminated. At the time any extended reporting coverage is obtained to meet the requirements of this Contract, the Contractor shall email documentation of such coverage to DHS at [bcm@utah.gov](mailto:bcm@utah.gov). This paragraph survives the termination of this Contract.

- (2) **Self-Insured Private Contractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.
- (3) **Utah Governmental Entities:** Utah Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

- d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.
- e. **Insurance Required of Subcontractors.** The Contractor shall require its subcontractors to satisfy the insurance and indemnification requirements applicable to them. For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and shall require the subcontractor to comply with the insurance and indemnification provisions applicable to non-governmental entities.

Before entering into any subcontracts for the provision of services pursuant to this Contract, the Contractor shall ensure its subcontractors obtain and provide the same additional insured endorsements from their general and professional liability insurer(s) that meet the requirements as indicated in the Paragraph below.

- f. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** The Contractor shall obtain from its general and professional liability insurer(s) and shall provide to DHS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS 30 days' notice of any modification, cancellation or non-renewal of the policy. The certificates of insurance shall list Department of Human Services, Bureau of Contract Management, Contractor Insurance Notices, 195 N. 1950 W., Salt Lake City, UT 84116 in the certificate holder box. The certificates and any notice of cancellation shall be emailed to DHS at: [bcm@utah.gov](mailto:bcm@utah.gov). Upon request from DHS, the Contractor shall provide DHS with a copy of the Contractor's full insurance policy within 10 business days. DHS's receipt of any certificates of insurance,

policy endorsements, or policies that do not comply with this Contract shall not waive or otherwise affect the requirements of this Contract. On an annual basis and upon request from DHS, a non-governmental contractor shall provide DHS with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract.