

MAILING ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES BUREAU OF CONTRACT MANAGEMENT 120 NORTH 200 WEST RM 213 SALT LAKE CITY, UTAH 84103 TELEPHONE (801) 538-4384 HAND DELIVERY ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES ATTN: ROSEMARY FRENCHWOOD, PURCHASING AGENT FIRST FLOOR INFORMATION DESK 120 NORTH 200 WEST SALT LAKE CITY, UTAH 84103	Request for Proposals Coversheet (Open Ended RFP) 	Solicitation #: DHS90428 Publication Date: May 7, 2007 INITIAL DUE DATE:	Tuesday, May 22, 2007 @ 3:00 P.M.
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The following information is included in this solicitation: General Information, Service Requirements and Expectations, Response Format And Content Requirements, Evaluation Criteria, and various Attachments. **Please review all information and documents carefully before preparing your response, including this Coversheet (all three pages).**

This Coversheet must be completed, signed, and the original returned with Offeror's Response. The coversheet is a three page document. Please read the entire document before signing the front! (If completed by hand, please print except where a signature is required.)

Offeror's Business Name (Please provide full legal name including dba when appropriate)		Federal Tax Identification Number	
Street and Mailing Address of Offeror's Business Office	City	State	Zip Code
Billing Address for Contract Payments Should a Contract be Awarded	City	State	Zip Code
Business Telephone Number (including area code)	Name and Title of Contact Person		
E-mail Address	Contact Person's Telephone Number (including area code)		
Organization Type (check one): ☐ Individual ☐ For-Profit Corporation ☐ Not-for-Profit Corporation ☐ Partnership ☐ Sole Proprietorship Limited Liability Company: ☐ Sole Proprietor ☐ Partnership ☐ Government Agency	Name of Person Authorized to Represent Offeror in any Negotiations and to Sign any Contract Awarded		
	Title of Authorized Representative		
	Authorized Representative's Telephone Number (including area code)		
Signature of Offeror's Authorized Representative (Please sign in colored [not black] ink!)	Date 		

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Changes or Modification to Procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Bureau of Contract Management. Any other form is not binding. Providers submitting a response on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

REQUEST FOR PROPOSAL (RFP) - INSTRUCTIONS AND GENERAL PROVISIONS

1. RFP PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete RFPs may be rejected. (g) This RFP may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all RFPs must include complete manufacturer's descriptive literature. (i) By signing the RFP the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE RFP: (a) The RFP must be signed in ink, sealed, and delivered to the DEPARTMENT OF HUMAN SERVICES, BUREAU OF CONTRACT MANAGEMENT, 120 North 200 West, Room 213, Salt Lake City, UT 84103. Hand-delivered RFPs shall be left at the Department of Human Services (DHS), First Floor Information Desk at the above-stated address. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) RFPs, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your RFP will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of RFPs to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the RFP for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the RFP and accepted by DIVISION. (e) By signing the RFP the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this RFP including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any RFP will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. RFPs submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit RFPs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFPs submitted by a competing offeror.

6. DHS APPROVAL: Contracts written with the State of Utah, as a result of this RFP, will not be legally binding without the written approval of either State Procurement or the DHS Purchasing Agent.

7. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose RFP is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any or all RFPs. And it can waive any informality, or technicality in any RFP received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open RFPs publicly, identifying only the names of the offerors. RFPs and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of RFPs shall be established. The **register** shall be open to public inspection, but the RFPs will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the RFPs. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The RFP(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

8. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 12 Jan 2006 - RFP Instructions)

**OPEN-ENDED REQUEST FOR PROPOSALS
UTAH STATE DEPARTMENT OF HUMAN SERVICES
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

DHS RFP # DHS90428

I. PURPOSE

This document is a Request for Proposals (REQUEST) issued on behalf of the Utah State Department of Human Services, **Division of Substance Abuse and Mental Health** (DHS/DSAMH or Requesting Agency). The purpose of this REQUEST is to identify and contract with qualified Offerors to **conduct court ordered FORENSIC EVALUATIONS**.

This REQUEST is designed to provide interested Offerors with sufficient information to prepare a Response that will meet the minimum requirements of the REQUEST. However, it is not intended to limit or exclude content or data deemed relevant or essential by the Offeror. In fact, Offerors are encouraged to expand upon the specifications in the REQUEST to evidence their service capability under any agreement.

II. GENERAL INFORMATION

A. ISSUING OFFICE AND REQUEST REFERENCE NUMBER

The Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Office for this REQUEST and all related addenda. The above-identified reference number (DHS RFP#) for this REQUEST must be referred to on all Responses submitted by Offerors as well as all related correspondence and documentation.

B. CONTACT INFORMATION

All questions regarding this REQUEST must be submitted to the Requesting Agency by posting the written question via the electronic system on which this REQUEST is published. Questions received by other methods of communication will not be considered.

C. ELIGIBILITY

Responses may be submitted by both qualified individuals and public or private nonprofit or for-profit organizations and entities.

D. CONTRACT PERIOD

It is anticipated that this REQUEST will result in multiple contract awards. Contracts awarded pursuant to the REQUEST will be written for a period of up to **ONE** year, **commencing on or after July 1, 2007 and terminating no later than June 30, 2008**, (in no event will the effective date of any contract entered into pursuant to this REQUEST precede the date the contract is awarded).

The Contract will be reviewed annually for renewal for up to two years through June 30, 2010.

E. CONTRACT AMOUNT

Contracts awarded under this REQUEST will be paid based on rates established by DHS/DSAMH with no set maximum amount.

F. SUBMISSION OF RESPONSES

Responses will be accepted up to **SIX** months prior to the expiration date of this REQUEST. However, Offerors desiring a contract effective the first possible commencement date shall submit **one original** and **FIVE hard copies identical to the original, plus one electronic copy** (on floppy disc or CD) of their Response to the location below on or before the initial submission date stated below. **Faxed Responses will not be accepted.**

Mailing Address:

Department of Human Services
Bureau of Contract Management
Attention: Rosemary Frenchwood, Purchasing Agent
120 North 200 West, Room #213
Salt Lake City, UT 84103

Hand-Delivery Address:

Department of Human Services
Attention: Rosemary Frenchwood, Purchasing Agent
First Floor Information Desk
120 North 200 West
Salt Lake City, Utah

All costs incurred in the preparation and submission of Responses and/or Addenda pursuant to this REQUEST are the responsibility of the Offeror and will not be reimbursed. In addition, all materials submitted become the property of the State of Utah and will not be returned.

G. ADDENDA TO RESPONSES

An addendum to a Response, including an addendum to add new services to a contract previously awarded under this REQUEST, will be accepted at any time during the time the REQUEST is open. Addenda must be submitted to the DHS Purchasing Agent, Rosemary Frenchwood at the above address. **Faxed addenda will not be accepted.**

H. INITIAL SUBMISSION DATE AND REQUEST EXPIRATION DATE

The initial submission date for Responses is Tuesday, May 22, 2007. Offerors seeking the earliest possible review of their Responses must submit them **on or before 3:00 p.m. Mountain Standard Time on this date.** Responses received after the initial submission date stated above will be reviewed as stated in Paragraph J below.

This REQUEST will expire on June 30, 2010. unless rescinded earlier at the discretion of the Requesting Agency. Responses will be accepted for consideration for the award of a contract until **December 31, 2009.**

I. REGISTRATION OF RESPONSES

The Issuing Office will open and register all Responses received. The names of registered Offerors are public information.

J. EVALUATION OF RESPONSES

All registered Responses shall be reviewed and evaluated by the Requesting Agency after the initial submission date stated in Paragraph H above. Responses shall be evaluated against the criteria stated in Part V of this REQUEST. Responses received after the initial submission date will be evaluated periodically at the Requesting Agency's discretion.

K. AWARD OF CONTRACTS AND SERVICE SELECTION

1. The award of contracts pursuant to this REQUEST will be made in accordance with the evaluation criteria stated in this REQUEST.
2. The award of a contract under this REQUEST **is not a guarantee** that the Offeror/Contractor will be requested to provide any services.
3. The Requesting Agency reserves the right to select the most appropriate contractor to provide services from among those awarded contracts.

L. STANDARD CONTRACT TERMS AND CONDITIONS

All contracts resulting from this REQUEST will be prepared using the DHS Service Contract format. A copy of the DHS Service Contract boilerplate may be viewed at www.hsofo.utah.gov/services_contract_forms.htm.

The State of Utah and DHS reserve the right to make changes to the DHS Service Contract at any time prior to the time a contract is executed with an Offeror. Contracts are subject to the written approval of the DHS Purchasing Agent and are not binding on the Offeror until such written approval is obtained. Upon written contract approval the Offeror will be referred to as "Contractor".

M. PROPRIETARY INFORMATION

The Responses of successful and unsuccessful Offerors are public information, except for trade secrets and business confidential information as allowed by the Government Records Access and Management Act (GRAMA), Utah Code § 63-2-308. This means that any individual or entity desiring to do so may review the Response. Proprietary information contained in a Response can be protected under limited circumstances (the service elements of a response are not considered proprietary and must not be designated as such). Any specific proprietary information contained in an Offeror's Response that the Offeror wants protected must be clearly identified and highlighted in the body of the original Response. In addition, Offerors must submit a justification statement explaining why the highlighted information is protected. It is unacceptable to designate an entire Response as proprietary! Responses not identifying any proprietary information will be released in their entirety.

N. RESERVATION OF RIGHTS

The Requesting Agency reserves the right to reject any or all Responses received or to withdraw this REQUEST at any time. Furthermore, if only one Response to this REQUEST is received, the Requesting Agency may ask the Issuing Office to either make an award or re-solicit for the purpose of obtaining additional Responses.

III. SCOPE OF WORK

Below is a description of the basic service requirements and expectations Offerors will be expected to meet if awarded a contract to provide the services stated in this REQUEST. Because only successful Offerors will be allowed to provide these services, the term "Contractor" is used throughout this section rather than "Offeror":

A. GENERAL DESCRIPTION OF SERVICES OR SUPPORTS:

The services required under this contract include conducting various types of **district** court ordered mental illness evaluations of **adult defendants** in the criminal justice system; preparing written reports of evaluation findings, and testifying at court proceedings as required. The Contractor must be familiar with and comply with applicable Utah law in conducting and reporting on evaluations and focus on the relevant legal issues pertaining to the particular type of evaluation ordered by the court.

B. DESCRIPTION OF THE POPULATION TO BE SERVED:

The population to be served consists of adult defendants in the criminal justice system that have been court ordered to receive a mental illness evaluation. The Evaluations may be performed across the State in:

1. Community jails,
2. Regional correctional facilities,
3. The Utah State Hospital,
4. Other institutional settings, or
5. The community.

C. CONTRACTOR QUALIFICATIONS:

The Contractor must meet the qualifications required under one or the other of the following two levels to provide services under this contract. If multiple individuals will be performing services under the Contractor's contract, the Contractor must provide to the DHS/DSAMH the information and/or documents supporting each individual's qualifications to provide services, prior to that individual actually performing services.

The Contractor's qualifications shall meet either a Masters, or Doctorate, level:

1. MASTERS LEVEL:

The Contractor must have a Masters Degree from an accredited college or university, be licensed in one or more Behavioral Science fields (i.e. Psychology or Social Work) and have at least three years experience performing forensic evaluations.

2. DOCTORATE LEVEL:

The Contractor must:

- a. Be licensed in Utah as a medical physician or psychiatrist; **OR**
- b. Have a Doctorate degree in Social Work from an accredited college or university, be a Licensed Clinical Social Worker (LCSW) licensed to practice in the State of Utah, and have at least three years experience performing mental health assessments and forensic evaluations; **OR**
- c. Have a Doctorate degree in Psychology from an accredited college or university, be licensed as a Psychologist in the State of Utah, and have at least three years experience performing psychological or forensic evaluations.

D. EVALUATION REQUIREMENTS:

The Contractor shall have a working knowledge of and comply with the requirements of the following Chapters of Title 77 of the Utah Code, and other relevant statutes in meeting its responsibilities under this contract, including any changes in relevant code provisions that may occur during the life of this contract:

EVALUATION REQUIREMENTS			
EVALUATION TYPE	RELEVANT UTAH STATUTE		
DIMINISHED CAPACITY	77-14-4(1)	77-16a-301(1)(a)	76-2-305
INSANITY/NOT GUILTY BY REASON OF INSANITY	77-14-4(1)	77-16a-301	77-16a-302
	77-16a-303	76-2-305	
SPECIAL MITIGATION	77-14-4(1)	76-2-205.5	77-16a-301(1)(a)
	76-2-305		
COMPETENCY TO PROCEED	77-15-1	77-15-2	77-15-3
	77-15-4	77-15-5	77-15-6
	76-2-305		
EXEMPTIONS FROM DEATH PENALTY IN CAPITAL CASES	77-15a-101	77-15a-102	77-15a-103
	77-15a-104	77-15a-105	77-15a-106
	76-2-305		
GUILTY AND MENTALLY ILL	77-16a-101	77-16a-102	77-16a-103
	77-16a-104	76-2-305	
COMPETENCY FOR EXECUTION	77-19-202	77-19-203	77-19-204
	77-19-205	76-2-305	

E. REPORT:

Upon completion of an evaluation, the Contractor shall prepare a written report for distribution to the court, prosecution and defense counsel, and the DHS/DSAMH. The written report shall include a qualified opinion concerning the defendant's mental competency and be prepared and submitted within the required timeframe. In the event additional time is required to complete an evaluation and report, the Contractor may request additional time from the Court. **The Contractor is entitled to no reimbursement for evaluation reports that do not include a qualified opinion concerning the defendant's mental competency.**

The following is a sample format that may be used in preparing the written evaluation report.

1. Identifying Information
 - a. Name
 - b. Date of Birth
 - c. Marital Status
 - d. Case Number
 - e. Date of Evaluation
 - f. Date of Report
2. Referral Data
 - a. District Court
 - b. Charges
 - c. Where the defendant is being held
3. Type of Evaluation:
 - a. Competency to Proceed
 - b. Diminished Capacity
 - c. Exception from Death Penalty for Mental Retardation
 - d. Guilty and Mentally Ill (GMI)
 - e. Not Guilty by Reason of Insanity (NGI)
 - f. Mitigating Circumstances
 - g. Progress toward Competency
4. A Forensic Warning was Given
5. Assessment or Evaluation Procedures and Processing Explanation
6. Address and Answer Questions / Criteria Set Forth in Statute
7. Brief History with Relevant Facts
8. Diagnosis
9. Conclusion / Summary
 - a. Opinion
 - b. Recommendations

F. APPEARANCE IN COURT:

The Contractor shall appear in court to testify regarding its evaluation as required. Court appearances shall be compensated as indicated in the Service Rate Table in paragraph "L" below.

G. PEER REVIEWS:

Some of the Contractor's evaluations shall be subject to "Peer Review". The DHS/DSAMH will determine both the number of evaluations to be reviewed and the specific evaluations to be reviewed. The specific evaluations reviewed will be randomly selected. The purpose of the "Peer Review" is to assist DHS/DSAMH to:

1. Evaluate the quality of the reports submitted by the Contractor;
2. Determine whether the Contractor might benefit from additional training and/or educational opportunities; and
3. Determine whether the Contractor's contract should be renewed.

If a Contractor receives an "unsatisfactory" rating on two or more evaluations reviewed during any given twelve-month period, DHS/DSAMH may take appropriate corrective action and/or terminate the Contractor's contract.

H. TRAINING REQUIREMENTS:

The Contractors shall attend required training provided by the DHS/DSAMH.

I. SECRETARIAL SERVICES / OFFICE EXPENSES:

The Contractor shall be responsible for providing its own secretarial and support services. Both secretarial and office expenses incurred in connection with the preparation and distribution of evaluation reports, letters, etc., are included in the service rates identified below and shall not be separately reimbursed.

J. TRAVEL AND INTERPRETER EXPENSES:

1. Travel expenses for trips exceeding a "100" mile radius from the Contractor's place of business will be reimbursed as follows:
 - a. Mileage -- \$0.30 per mile for miles in excess of 50 miles (100 miles round trip) from the Contractor's place of business.
 - b. Travel Time -- \$5.00 for each six minutes in excess of the first and last 50 miles.
 - c. Contractor shall receive no reimbursement for meal or lodging expenses without prior written authorization.
2. Interpreter time when required to perform an evaluation will be reimbursed at the rate of \$50.00 per hour.

K. SERVICE RATES:

1. The Contractor shall provide a statement to the DHS/DSAMH that the Contractor will accept the current DHS/DSAMH payment rates.
2. The Contractor shall be reimbursed for completed evaluations at the rates listed below. If legislative action requires a change in the service rates of the contract during the course of the contract period, the STATE may advise the Contractor of the required change via written notice signed by an authorized representative of the STATE. The notice shall identify the services affected, the new rate for those services, and the effective date of the change. A notice issued pursuant to this paragraph shall constitute an amendment of this contract without the Contractor's signature.
3. Rate Table:

SERVICE RATE TABLE		
TYPE	SERVICE DESCRIPTION	RATE
<u>Standard Evaluation</u>		\$500.00
<u>Evaluation with Extenuating Circumstances</u>	Contractor is required to obtain <u>approval</u> from the DHS/DSAMH Forensic Administrator prior to proceeding. (Difficult cases, possibly requiring several visits with the client and/or more extensive testing and/or observation).	\$750.00
<u>Pre-Negotiated Evaluation</u>	Rate must be negotiated with the DHS/DSAMH Forensic Administrator and confirmed in writing prior to proceeding. (Rare circumstances such as "High Profile" cases that require extensive time and/or expertise (above normal) to prepare.	PRE-NEGOTIATED
<u>Defendant No-Show</u>	The Defendant refuses to talk to the Evaluator or does not show up for scheduled appointment.	\$250.00
<u>Court Appearance: Half-Day</u>		\$200.00
<u>Court Appearance: Full-Day</u>		\$400.00

L. CONTRACT PAYMENTS

Reimbursement for the contracted services will be made through submission of an **invoice** to the DHS/DSAMH

Invoices will be submitted to DHS/DSAMH by the **20th** of each month, except at the end of the State Fiscal year, June 30. All expenses incurred prior to June 30th will be invoiced and submitted by July 15.

1. Each invoice is required to contain:
 - a. Contract number,
 - b. Contractor's name,
 - c. Contractor's contact information
 - d. Contractor's address for payment,
 - e. Contractor's phone number,
 - f. Type of Service being provided,
 - g. Dates service was provided,
 - h. Contractor signature, and

- i. Justification of expenses incurred.
2. Invoices submitted without the required information may be denied payment.
3. Invoices may be returned to the Contractor for completion.

IV. FORMAT AND CONTENT REQUIREMENTS

This section should constitute the major portion of Offeror's Response. It requires the Offeror to respond to each of the requirements identified below. The purpose of the requirements is to obtain information from the Offeror that will allow the Requesting Agency to determine whether the Offeror has the qualifications and ability to provide the requested services. Given this objective, Offerors should not simply repeat the information and/or service requirements identified in the Scope of Work section of this REQUEST when responding to the requirements in Paragraph B below.

A. FORMAT

It is requested that Responses be prepared on 8 ½" x 11" paper using 12 point font. Pages should be double-spaced and numbered consecutively at the bottom of the page. The completed Response shall be organized with tabs and headings, and clipped together.

B. CONTENT REQUIREMENTS

Responses shall include the following information and/or documents organized in the order shown below:

The Offeror is required to include the following items:

1. Experience:

Include a detailed description and history of your working experience with Evaluations of this type.

1. Sample:

Provide a "sample" of an evaluation for review with all names removed or blacked out.

2. Partners:

Submit the names and addresses of the Offeror's partners or corporate officers together with a current organization chart.

3. License / Degree:

- a. Copies of current professional licenses which meet Contractor qualifications.
- b. A copy of certificate of incorporation or registration issued to Offeror by the Utah State Department of Commerce, Division of Corporations authorizing Offeror to conduct business in the State as a corporation, partnership, LLC, DBA, or other business entity.
- c. Statement of degree (Masters / Doctorate).
- d. Membership in, or approval by, a standard-setting professional society if required.

5. A Professional Vitae.

6. Statement of Exemption:

Successful Offerors who do not request an exemption may be asked to perform any of the types of evaluations covered by this RFP. A Statement of Exemption would release the Offeror from performing particular evaluations such as:

EXEMPTIONS FROM DEATH PENALTY IN CAPITAL CASES (Utah Code § 77-15a-101: Mentally retarded defendant not subject to death penalty); and
EXECUTION (Utah Code § 77-19-201, Part 2: Competency for Execution)

7. Multiple Individuals:

Agencies / Offerors who employ multiple individuals, must submit each of the required attachments and work sample to qualify each individual who will be providing services on behalf of the Offeror. Only those individuals who pass the RFP requirements will be eligible to perform services under any contract awarded to the Offeror.

In the event an Offeror who is awarded a contract desires individuals not identified in the Offeror's original response to provide services under the Offeror's contract, each additional individual must be found qualified to provide services by the DSAMH. Offerors will submit an amendment with required attachments. The DHS/DSAMH shall use the same criteria for review as originally stated in the REQUEST. Individuals who have not been qualified will not be paid for Evaluations completed under the Agency / Offeror's Contract.

8. Statement of Agreement:

A statement of agreement indicating that the Offeror agrees to all Standard Terms and Conditions of a Department of Human Services Contract and to all applicable legal requirements including required Professional liability insurance.

Any Offeror awarded a contract under this REQUEST (except Offerors who are government entities) shall be required to comply with the insurance requirements of the Department of Human Services Service Contract. (A copy of the current requirements can be obtained from the Referring Agency).

9. Insurance Documentation Requirements: Any Offeror awarded a contract under this REQUEST shall be required to comply with the insurance requirements of the DHS Service Contract.

a. Offerors who currently have insurance that meets the requirements of the DHS Service Contract shall submit:

- 1) A Certificate of Insurance showing compliance with the applicable insurance provisions of the DHS Service Contract; **AND**
- 2) An Additional Insured Endorsement (documenting that the State of Utah, DHS and their officers and employees have been named as "additional insureds" under each of the applicable policies maintained by the Offeror).

b. Offerors who do not have insurance in place that meets the requirements of the DHS Service Contract shall submit a signed letter of intent stating the Offeror:

- 1) Will comply with and will provide documentation of compliance with the applicable insurance requirements of the DHS Service Contract should it be awarded a contract; **AND**
- 2) Acknowledges that **if** the applicable insurance requirements are not met within 30 days of any award notification, **no contract will be issued to the Offeror.**

10. Cost Proposal:

The Offeror will submit a statement of their acceptance of payment for current rates.

VI. ATTACHMENTS TO BE COMPLETED BY OFFEROR

- A. ATTACHMENT A-1 -- Conflict of Interest Disclosure Statement
ATTACHMENT A-2 -- Conflict of Interest Certification (*May only be submitted by Government Entities*).
- B. ATTACHMENT B -- W-9 Form, "Request for Taxpayer Identification Number (TIN) and Certification" **completed and signed** by Offeror (W-9 forms can be obtained at the IRS web site: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for a local Internal Revenue Service office).

If Offeror does not yet have a TIN, Offeror may submit verification of its application for a TIN. (Offerors who submit verification must provide the Requesting Agency with a completed and signed W-9 form before any contract awarded Offeror will be initiated.)

- C. ATTACHMENT C: EVALUATION SCORE SHEET
- D. ATTACHMENT D: OFFEROR INFORMATION FORM

ATTACHMENT C
"EVALUATION SCORE SHEET"

Offeror: _____

Reviewer: _____ Date: _____

Score: _____

This page is scored N/A, PASS, or FAIL:

RESPONSE ATTACHMENTS:		Pass	Fail
1.	Conflict of Interest: Disclosure or Certification		
2.	W-9 Tax ID Form		

PROGRAM PLAN, GOALS, OBJECTIVES:		Pass	Fail	N/A
1.	Experience: Description of work experience, and experience working with this Evaluations of this type. Does the Offeror meet the established experience requirements?			
2.	Sample: Was an evaluation "sample" included?			
3.	License: Does it meet requirements of RFP? Are copies of licenses included? Does the Offeror meet or exceed the established requirements of licensure?			
4.	Statement of Degree (Masters / Doctorate)			
5.	Professional Vitae			
6.	Exemption: Does Offeror request an exemption from performing Death Penalty Evaluations?			
7.	Did the Offeror submit names and addresses of the Offeror's partners or corporate officers together with a current organization chart?			
8.	Did Offeror submit a statement of agreement indicating that they agree to all Standard Terms and Conditions of the DHS contract?			
9.	Did the Offer submit documentation or a statement addressing they are insured or plan to become insured?			

FISCAL RESPONSIBILITIES		Pass	Fail
1.	Statement: The Offeror will accept current STATE payment rates.		

OFFERORS WITH "MULTIPLE INDIVIDUALS"		Pass	Fail
1.	Are all "Response Attachments" included?		
2.	Is all information included as stated in category" Program Plan, Goals, Objectives" above?		

OVERALL SCORE:

PASS _____

FAIL _____

“ATTACHMENT “D”
OFFEROR INFORMATION FORM

Please complete the **ALL** requested information below:

	<u>INFORMATION REQUIRED</u>	OFFEROR INFORMATION	
1	Legal Business name, including d.b.a, and address, etc		
2.	Offeror's Legal Status	☐ Government Agency ☐ Not for Profit Corporation ☐ Fpr Profit Corporation ☐ Other _____	
3.	Contact person	Name: Title: _____ Phone #: _____ Email: _____	
4.	Contractor's telephone number		
5.	“Entity” or “Individual” preparing annual Audit or financial statement, address, and phone number	Name: Address: _____ Phone #: _____	
6.	Agency Name / Address to mail payments to	Name: Address: _____ Phone #: _____	
7.	Name and position of individual preparing bills and financial reports	Name: Position: _____ Phone #: _____ Address: _____	
8	Address of location where services will be provided (Can differ from mailing address)	Address: _____	
9	Name and title of Representative responsible for signing Contract	Name: Title: Address: _____	
10.	Submit:	1) W-9 Signed, Dated 2) Conflict of Interest 3) Contractor information sheet 4) Completed Budget Forms 5) Proof of Insurance	☐ Submitted ☐ Submitted ☐ Submitted ☐ Submitted ☐ Submitted