

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 #: DHS90443 Publication Date: INITIAL DUE DATE:	Tues., Oct. 2, 2007 Tues., Oct. 16, 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 judgment 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 CHILD AND FAMILY SERVICES**

DHS RFP # DHS90443

I. PURPOSE

This is a Request for Proposals (REQUEST) issued on behalf of the Utah State Department of Human Services, Division of Child and Family Services (DHS/DCFS or Requesting Agency). The purpose of the REQUEST is to enter into a contract with a qualified Offeror for a service contract to provide **adoption evaluation** (commonly called home study) services for DHS/DCFS to evaluate if prospective adoptive families qualify to adopt children in the custody of DHS/DCFS. Offerors who are successful in being awarded a contract under this REQUEST will NOT be reimbursed by DHS/DCFS for services. It is expected that Offerors who respond to this REQUEST be interested in partnering with DHS/DCFS in serving the needs of children who are in need of a permanent home through adoption.

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 RFP 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 PERSON

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 any qualified nonprofit organizations. To be eligible to respond to this REQUEST, all interested Offerors must be licensed by the DHS/Office of Licensing with a Child Placing License.

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 2 ½ years, commencing on or after January 1, 2008 and terminating no later than June 30, 2010, with an option to renew for 2 additional years at the discretion of the Requesting Agency (DHS/DCFS). In no event will the effective date of any contract entered into pursuant to this REQUEST precede the date the contract is awarded.

E. CONTRACT AMOUNT

Contracts awarded pursuant to this REQUEST will not receive any reimbursement or funding from DHS/DCFS for the adoption evaluation services. The Contractor may charge the adoptive applicant its normal and customary fees for the adoption evaluation service.

F. SUBMISSION OF RESPONSES

Responses will be accepted up to 6 months prior to the expiration date of this REQUEST. However, Offerors desiring a contract effective the first possible commencement date shall **submit one original, 4 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, October 16, 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 December 31, 2009 unless rescinded earlier at the discretion of the Requesting Agency. Responses will be accepted for consideration for the award of a contract until 6 months prior to the expiration date of this REQUEST.

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 and/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. BACKGROUND

Obtaining permanency for children in the custody of the DHS/DCFS remains a high priority. The federal Adoption and Safe Families Act of 1997, State laws, progress in mediation and expedited court processes, and legal advocacy for children's rights to more timely permanent placements, have created large numbers of children in state custody that are being freed for adoption. This is placing greater demands on DHS/DCFS to develop a larger number of available foster-to-adoptive homes. Additionally, more private agency involvement is being sought in an effort to meet legislative intent to develop more private/state partnerships among Utah's adoption services.

B. GENERAL DESCRIPTION OF SERVICE OR SUPPORT

The purpose of the contract is to identify, evaluate, and recommend appropriate families, as defined in paragraph F "Treatment/Service Requirements", to be available as adoptive homes for children in the custody of the DHS/DCFS who have special needs.

C. DESCRIPTION OF THE POPULATION TO BE SERVED

The population to be served is children in the custody of the DHS/DCFS who have special needs, which is defined in Utah Code § 62A-4a-902 as a child who the State has determined cannot or should not return to the home of the legal parents and who meets at least one of the following conditions: 1) the child is five years of age or older; 2) the child is under the age of 18 with a physical, emotional, or mental disability; or 3) the child is a

member of a sibling group placed together for the purpose of adoption.

Prospective adoptive families are needed by DHS/DCFS to service children with special needs, as identified above.

D. CONTRACTOR'S QUALIFICATIONS

The Contractor shall maintain a Child Placing License issued through the DHS/Office of Licensing during the contract period (as specified in F.3 below).

E. GENERAL REQUIREMENTS

The Contractor shall maintain supervisory staff to oversee the adoptive evaluation services who have a minimum of 2 years of experience in a licensed Child Placing Adoption Agency whose clientele included the adoption of children who are older and/or have special needs. The Contractor shall maintain qualified staff with knowledge and skills to conduct adoptive evaluations of families desiring to adopt children in DHS/DCFS custody. The qualified staff shall be available to respond to DHS/DCFS worker requests for information regarding the prospective adoptive families for which the Contractor has conducted an adoptive evaluation.

F. TREATMENT/SERVICE REQUIREMENTS

The Contractor shall:

1. Identify families who have been recruited by the Contractor or who are among their clientele and who would be interested in, capable, and appropriate for adopting children in DHS/DCFS custody who have special needs.
2. Refer identified families indicating an interest in adopting children with special needs who are in DHS/DCFS custody to the appropriate regional Utah Foster Care Foundation's Pre-service Training class. Both prospective parents being evaluated shall have attended all the Utah Foster Care Foundation's Pre-Service Training classes.
3. Conduct an adoption evaluation using the adoptive evaluation to determine if the family is capable of providing a safe, nurturing home for a child, as well as and being able to meet the child(ren)'s special needs. An adoptive evaluation is the process used by licensed professionals to determine whether a particular family is an appropriate candidate to adopt a child. The evaluation is written into a document that will eventually be submitted to court for the legal finalization of the adoption of a child. The adoptive evaluation shall be completed in accordance with the Child Placing Adoption Agency Licensing Administrative Rule, R501-7-10 K through P (See <http://www.rules.utah.gov/publicat/code/r501/r501-07.htm#T10>) and in the format approved by DHS/DCFS.
4. Ensure that a completed adoptive evaluation includes the prospective adoptive parents' preferences regarding the ages and special needs of a child that they might adopt.
5. Ensure that a completed adoptive evaluation includes a recommendation from the Contractor regarding the prospective adoptive parents' strengths in dealing with the challenges that adopting children with special needs may present.
6. Submit to the appropriate DHS/DCFS committee the completed adoptive evaluation document and present the findings for prospective adoptive families who would be appropriate candidates to adopt children with special needs who are in DHS/DCFS custody.

G. STAFFING REQUIREMENTS

The Contractor's staff who conduct adoptive evaluations will possess at a minimum a Bachelors degree in Social Work, Psychology, Sociology, or other social services related degree, and be professionally licensed through the State Department of Commerce, Division of Occupational and Professional Licensing within their field in compliance with Child Placing Adoption Agencies, Licensing Rule R501-7-4 (See <http://www.rules.utah.gov/publicat/code/r501/r501-07.htm#T4>).

The Contractor's staff who conduct adoptive evaluations will have received clearance from the Bureau of Criminal Information as well as from the Child Abuse Registry as is required for all licensed Child Placing Agency

staff in accordance with Utah Code 62A-2-120, 121, 122 and Department of Human Services Administrative Rule R501-14 (See <http://www.rules.utah.gov/publicat/code/r501/r501-14.htm>).

The Contractor's staff who conduct adoptive evaluations must be certified to conduct the adoption evaluation through DHS/DCFS approved training. DHS/DCFS will provide the appropriate training and certification at no cost to the Contractor.

I. CONTRACT PAYMENTS

No reimbursement or funding from DHS/DCFS will be made to Contractor for the adoption evaluation service. The Contractor may not charge the adoptive applicant more than \$1,000 in fees for the adoption evaluation service. An exception is when the Contractor is traveling more than 200 miles round trip to conduct the adoptive evaluation for which the Contractor may charge additional fees to cover the cost of mileage and travel.

J. DHS/DCFS RESPONSIBILITIES

1. DHS/DCFS will work with the Contractor in identifying appropriate adoption candidates from the families referred by the Contractor.
2. DHS/DCFS will train the Contractor and the Contractor's staff on the needs and standards of DHS/DCFS as it relates to these services. Training will be provided by DHS/DCFS at no cost to the Contractor.
3. DHS/DCFS will provide the necessary forms, formats, and other documents the Contractor will need to meet the requirements of this contract.

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.

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 bound in a manner that allows the response to lay open flat. Responses shall include the following information and documents organized in the order shown under tabs labeled with the ***bold and italicized*** headings identified below:

To facilitate expeditious reviews, Offerors are encouraged to organize their responses in the order outlined below.

CONTENT REQUIREMENTS

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

A. RESPONSE COVERSHEET - completed and signed

1. A **Response Cover Sheet** shall be completed and signed by the person authorized to negotiate a contract.
2. A **Justification Statement** supporting any proprietary information request made by the Offeror. This statement shall state the reasons why the designated information is proprietary and identify the page number(s) where the proprietary information is located in Offeror's response. The specific information deemed proprietary must be highlighted in its entirety in the body of the original response.

This justification statement is **not required** if the Offeror has not designated any portion of its response proprietary.

B. CONTENT REQUIREMENTS

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

1. 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**.

C. TECHNICAL REQUIREMENTS

This sections requires the Offeror to prepare a specific point by point response, of no more than 10 typed pages, of the stated requirements identified below:

1. Provide a **brief summary** of the agency's mission statement and services and how the proposed adoptive evaluation services fit within the agency.
2. Describe the **experience and knowledge** the agency possesses in preparing and evaluating families for the adoption of older children and children who have special needs. Please identify if the agency has prior experience with the adoption of children who have lived in foster care, and if so, describe its experience with this population.
3. Describe how the **agency supports adoptive families** who have adopted older children and children with special needs.
4. Describe the **governing structure** and/or submit an organizational chart of the Offeror's business entity that conducts adoptive evaluation services. Describe the supervisor's adoption expertise and each of the employee's adoption specific experience.
5. Specify the geographical region(s) of Utah for which the Offeror will provide the proposed adoptive evaluation services.
6. Provide documentation of fees including fees charged to the prospective adoptive parent for an adoptive evaluation, as well as fees charged for a post placement report or evaluation and cost of mileage and travel.

D. APPENDIX REQUIREMENTS

1. A copy of a **current license** as a Child Placing Agency as issued by the DHS / Office of Licensing.
2. A completed and signed **Conflict of Interest Disclosure Statement**. All Offerors (except Offerors who are government entities) shall complete and submit a Conflict of Interest Disclosure Statement for all parties and employees who may have a potential conflict of interest should a contract be awarded.

Offerors who are **government** entities may complete and submit either a Conflict of Interest Disclosure Statement or a Conflict of Interest Certification.

See Attachment B for a Conflict of Interest Disclosure Statement for **private** entities.

For a Conflict of Interest Disclosure Statements for government entities can be found at:

http://www.hsofo.utah.gov/files/forms_contract/Conflict%20of%20Interest%20Certification%204-24-01.doc

3. A copy of the Offeror's current **business license** with the local municipality. If the local municipality does not issue or require a license due to the Offeror's non-profit status, then include a statement to that effect.
4. Documentation of **current registration with the Department of Commerce, Division of Corporations** authorizing the Offeror to conduct business in the State as a corporation, partnership, LLC, DBA, or other business entity. This is not required for a sole proprietorship or churches.
5. Documentation of **current professional licenses from the Department of Commerce, Division of Occupational and Professional Licensing** for all staff who will be conducting adoptive evaluations.
6. A **Certificate of Insurance** showing compliance with the applicable insurance provisions of the DHS Service Contract. The response shall also include documentation that the Offeror's insurance company has an **A.M. Best rating** of at least "A-" or better, and a **class rating** for VII or larger. Professional and General Liability insurance shall each be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, no more than \$10,000 in deductibles or retentions, and shall provide additional insured endorsements naming the State of Utah, Department of Human Services, Division of Child and Family Services and their officers and employees as additional insureds.
7. A **completed and recently signed** (within the last 12 months) **W-9**.
8. The name of the **accounting entity** responsible for financial audits.

V. RESPONSE EVALUATION CRITERIA

Responses will be evaluated and scored using the criteria identified in the Score Sheets attached to this REQUEST. (See Attachment C). Each area of the evaluation criteria must be addressed in the Offeror's responses. These forms are provided to the Offerors so that they will know how their responses will be evaluated.

To be awarded the right to a contract for any given service, **All Providers** must respond to ALL items outlined in Attachment C and D.

Should the Response not meet the minimum criteria during the initial review, the Offeror will be allowed two opportunities to submit additional information to correct failed criteria. For additional information to be considered, the Offeror must submit the additional information within 30 days of notification by the Requesting Agency of the deficiencies in its Response. If the Offeror is unable to meet minimum requirements within those two additional opportunities, the Offeror will not be awarded the right to contract for these services. Offerors failing to meet the minimum requirements within the two additional opportunities may submit a new response which will be evaluated in accordance with the review schedule described in Section II-G above.

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> or 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.)

ATTACHMENT C – Evaluation Form for Technical Requirements

ATTACHMENT D – Evaluation Form for Appendix Requirements

(Note: Attachments C and D will be used by DHS/DCFS to evaluate the responses. It is provided in this package to inform the Offerors how their response will be evaluated.)



Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

ATTACHMENT A-1

CONFLICT OF INTEREST - DISCLOSURE STATEMENT

Does any employee
in your organization
have a conflict of
interest or potential
conflict of interest?

YES

(Please use a separate form for each employee with
a conflict or potential conflict, and complete all
applicable portions of the form. Attach additional
sheets as needed.)

NO

(Please complete the signature section below.)

Dual Employment (The notary section of this form must be completed for all dual employment conflicts of interest.)

Name of individual with dual employment:

Title or position with the State of Utah or political
subdivision:

Title or position with the Contractor:

Nature and value of the individual's interest in
Contractor's business entity:

Individual's decision-making authority with the
Contractor and with the State:

How does the Contractor protect DHS from
potentially adverse effects resulting from this
individual's Conflict of Interest?

Related-Party Transactions or Independent Judgment Impaired

Name and position or title
of individual with Conflict
of Interest:

(individual associated
with Contractor):

(individual associated
with other party):

Relationship between identified individuals:

Description of transaction involving identified
individuals and dollar amount (if any):

Decision-making authority of individuals with respect to
that transaction:

Potential effect on this Contract with DHS:

How does the Contractor protect DHS from potentially
adverse effects resulting from this identified Conflict of
Interest?

Name of Contractor:

Signature:

I hereby certify that the information I have given is true
and complete to the best of my knowledge.

(Name and Title of Person Completing Form)

(Signature)

Date: _____

Notary: (Must be completed for all dual employment conflicts of interest)

STATE OF _____)

: ss.

COUNTY OF _____)

SUBSCRIBED to before me this ____ day of _____, ____.

(Seal)

NOTARY PUBLIC _____
Commission Expires _____

DHS/____ Action: *☐ Approve ☐ Deny **☐ Refer to BIRA Agency Signature: _____ Date: _____

**"Approve" means the Agency has no reason to question the accuracy of a "no conflicts" declaration or, in those situations where a conflict has been declared, that the Agency has taken sufficient action to determine the facts declared by the Contractor do not constitute a prohibited conflict of interest.

**DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").

BIRA Action Upon DHS Referral: ☐ Approve ☐ Deny ☐ Other: _____

Revision Date: April 23, 2004



Attachment A-2

Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

Conflict of Interest Certification

(Governmental Entities Only)

Name of Contractor: _____

Address: _____

The Contractor certifies that:

1. It is a political subdivision, agency or municipality of the State of Utah;
2. It maintains a written policy requiring the Contractor's Representatives to disclose their Conflicts of Interest (*See* definition of "Contractor's Representative" and "Conflict of Interest" in the DHS Contract for Services, Part I, Section C, Paragraph 9");
3. The Contractor's policy provides the Contractor with the information it needs to satisfy the provisions of its contract with the Department of Human Services (DHS), and
4. The Contractor will monitor its operations for compliance with the Conflict of Interest provisions of its contract with DHS, and the Contractor can reasonably assure DHS that any of the Contractor's Representatives with a potential Conflict of Interest do not:
 - (a) make or influence decisions or set policies that affect its contract with DHS;
 - (b) monitor the performance of its contract with DHS; or
 - (c) become involved in or otherwise benefit from the performance of its contract with DHS.

Dated this _____ day of _____, 20____.

(Name and Title of Person Completing Form)

(Signature)

Revision Date: June 25, 2002

ATTACHMENT B

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name
	Business name, if different from above
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶
	Address (number, street, and apt. or suite no.) Requester's name and address (optional)
	City, state, and ZIP code
	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.																																														
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>	Social security number																		or									Employer identification number																	
Social security number																																														
or																																														
Employer identification number																																														

Part II 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. person (including a U.S. resident alien).	
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 arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)	

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).	Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items: 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien. 2. The treaty article addressing the income. 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions. 4. The type and amount of income that qualifies for the exemption from tax. 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.
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ATTACHMENT C
Evaluation Form for *Technical Requirements*
RFP # DHS90443

Offeror: _____ Reviewer: _____ Date: _____

The Offeror is required to submit the information described below. The Offeror must provide each of the following items before a contract will be awarded.

<i>Requirements</i>	Pass	Fail
1. Provide a brief summary of the agency's mission statement and services and how the proposed adoptive evaluation services fit with in the agency.		
2. Describe the experience and knowledge the agency possesses in preparing and evaluating families for the adoption of older children and children who have special needs. Please identify if the agency has prior experience with the adoption of children who have lived in foster care, and if so, describe its experience with this population.		
3. Describe how the agency supports and has supported adoptive families who have adopted older children and children with special needs.		
4. Describe the governing structure and/or submit an organizational chart of the Offeror's business entity that conducts adoptive evaluation services. Describe the supervisor's adoption expertise and of each employee's adoption specific experience.		
5. Specify the geographical region(s) of Utah for which the Offeror will provide the proposed adoptive evaluation services.		
6. Provide documentation of fees including fees charged to the prospective adoptive parent for an adoptive evaluation, as well as fees charged for a post placement report or evaluation and cost of mileage and travel.		

ATTACHMENT D
Evaluation Form for Appendix Requirements
RFP # DHS90443

Offeror: _____ Reviewer: _____ Date: _____

The Offeror is required to submit the information described below. The Offeror must provide each of the following items before a contract will be awarded.

Requirements	Yes	No
1. A copy of a current license as a Child Placing Agency as issued by the DHS / Office of Licensing.		
2. A completed and signed Conflict of Interest Disclosure Statement		
3. A copy of the Offeror's current business license with the local municipality. If the local municipality does not issue or require a license due to the Offeror's non-profit status, then include a statement to that effect.		
4. Documentation of current registration with the Department of Commerce, Division of Corporations authorizing the Offeror to conduct business in the State as a corporation, partnership, LLC, DBA, or other business entity. This is not required for a sole proprietorship or churches.		
5. Documentation of current professional licenses from the Department of Commerce, Division of Occupational and Professional Licensing for all staff who will be conducting adoptive evaluations.		
6. A Certificate of Insurance showing compliance with the applicable insurance provisions of the DHS Service Contract. The response shall also include documentation that the Offeror's insurance company has an A.M. Best rating of at least "A-" or better, and a class rating for VII or larger. Professional and General Liability insurance shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, no more than \$10,000 for deductibles or retentions, and additional insured endorsement naming the State of Utah, Department of Human Services (DHS), DHS/DCFS and their officers and employees as additional insureds..		
7. A completed and recently signed (within the last 12 months) W-9.		
8. The name of the accounting entity responsible for financial audits.		