



Administrative Office of the Courts

and

Washington State Office of Public Guardianship

Public Guardianship Services

Request for Proposal (RFP) 2008

Issued: January 11, 2008

Response Due: February 8, 2008
4:30 p.m., Pacific Standard Time

Administrative Office of the Courts
1112 Quince Street SE
PO Box 41170
Olympia, WA 98504-1170

PROJECT TITLE: Public Guardianship Services**PROPOSAL DUE DATE:**

Proposals are due February 8, 2008 at 4:30 p.m. Pacific Standard Time at the following address:

**Office of Public Guardianship
Administrative Office of the Courts
1112 Quince St. SE
PO Box 41170
Olympia, Washington 98504-1170**

EXPECTED TIME PERIOD FOR CONTRACT:

The initial contract(s) will be for one year, starting approximately March 24, 2008, and ending approximately March 31, 2009. The Office of Public Guardianship (OPG) reserves the right at its discretion, to extend the contract(s) for up to three additional one-year periods. Contract renewal will be contingent upon contract performance reviews completed by personnel of the OPG and availability of funds.

CONSULTANT ELIGIBILITY:

This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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SECTION 1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Office of Public Guardianship (OPG) solicits proposals from public or private agencies or individuals “Consultants” to provide public guardianship services to Incapacitated Persons age 18 or older whose income level does not exceed 200 percent of the federal poverty level as determined annually by the United States Department of Health and Human Services or who are receiving long-term care services through the Washington State Department of Social and Health Services and for whom there is no one else willing, able, or suitable to serve as their guardian.

Key values include:

- Respecting the rights and dignity of incapacitated individuals;
- Providing the least restrictive alternative possible;
- Providing services based on community collaboration;
- Providing the highest quality professional services possible; and
- Complying with all statutory mandates.

1.2 AGENCY INFORMATION

Senate Bill (SB) 5320 adopted and engrossed April 9, 2007 established the OPG within the Administrative Office of the Courts (AOC).

1.3 MINIMUM QUALIFICATIONS

To be eligible to contract for public guardianship services through the OPG, qualified Consultants must:

Be certified by the Certified Professional Guardian Board (CPG) established by the Supreme Court in General Rule 23;

Remain in compliance with all regulations, minimum standards, advisory opinions and certification requirements for guardianship as established by the CPG Board; and

Comply with all administrative policies for public guardianship services as adopted by the OPG.

1.4 FUNDING

Contract(s) awarded as a result of this procurement are contingent upon the availability of funding. Each Consultant will be required to submit a plan of operation and budget detailing cost to accomplish the requirements identified in this RFP and proposed rates for services delivered. Agency and individuals consultants may provide a budget to provide services for a minimum of 5 incapacitated individuals. Individual

consultants may provide a budget to serve a maximum of 20 incapacitated individuals. There is no maximum for agency consultants. Funds must be expended during the award time period. There is no opportunity to carry funds over from one time period to the next.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin approximately March 24, 2008 and end approximately March 31, 2009. Amendments extending the period of performance, if any, shall be at the sole discretion of the OPG. The OPG reserves the right to extend the contract(s) for three, one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Administrative Office of the Courts (AOC) -- AOC operates under the direction and supervision of the Chief Justice of the Supreme Court, pursuant to RCW 2.56. It is an administrative arm and department of the Washington State Supreme Court. The AOC is organized into four areas: Administration, Information Services, Judicial Services and Management Services.

Case Weighting System – A method to provide differential pay based on case difficulty. It can also be used to distribute difficult cases among several providers.

A case weighting system recognizes that there are particular factors in all cases that impact the amount of time, effort and skill required to manage a case effectively.

Consultant – Public or private agency or individual submitting a proposal in order to attain a contract the OPG.

Guardian of the Person and/or Estate - The court may appoint a guardian of the person, a guardian of the estate, or a guardian of the person and the estate, depending on the needs and capabilities of the incapacitated person. In general, a guardian is responsible for the individual's "care, custody, and control," while considering and respecting the individual's preferences. Guardianship of the Person and/or Estate can be limited in any manner that the court believes to be appropriate (RCW 11.88.010 [2]). In those instances, the powers of the guardian are limited to those specified in the court order and the limitations are reflected in the Letters of Guardianship issued by the Clerk of the Court.

Incapacitated Person (IP) - A person may be deemed incapacitated as to the person when the superior court determines the individual has a significant risk of personal harm based upon a demonstrated inability to adequately provide for

nutrition, health, housing, or physical safety.

A person may be deemed incapacitated as to the person's estate when the superior court determines the individual is at significant risk of financial harm based upon a demonstrated inability to adequately manage property or financial affairs.

A determination of incapacity is a legal, not a medical decision based upon a demonstration of management insufficiencies over time in the area of person or estate. Age, eccentricity, poverty, or medical diagnosis alone shall not be sufficient to justify a finding of incapacity.

Emergency services and supplies – Services and supplies that are critical to the safety, and well being of the incapacitated person which cannot be obtained within a reasonable timeframe through services that clients are eligible to receive. Examples, include, housing, prescription drugs and other medical needs.

Large Town Areas – Towns with populations between 10,000 and 49,999 and surrounding rural areas with high commuting levels to these towns.

Long-term care services – Services provided through the Washington State Department of Social and Health Services either in a hospital or skilled nursing facility, or in another setting under a home and community-based waiver authorized under 42 U.S.C. Sec. 1396n.

Mixed Rural - Large Town and Small Town/Rural combined but not meeting Large Town and Small Town Rural Classifications.

Office of Public Guardianship (OPG) – Office within the Washington Courts - Administrative Office of the Courts responsible for establishing and administering a public guardianship program.

Professional Guardian – A guardian appointed by the superior courts of Washington who is not a member of the incapacitated person's family and who charges fees for carrying out the duties of court-appointed guardian of three or more incapacitated persons.

Proposal – A formal offer submitted in response to this solicitation.

Public guardianship services – The services provided by a guardian or limited guardian appointed under chapters 11.88 and 11.92 RCW, who is compensated under a contract with the Office of Public Guardianship.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need.

Small Town and Isolated Rural Areas – Towns with populations below 10,000 and their commuter sheds and other isolated rural areas.

Suburban Areas – Areas with high commuting relationship with Urban Core Areas. Suburban areas include Large Town, Small Town and Isolated Rural Areas with high commuting levels to Urban Core Areas.

Urban Core Areas – Continuously built up areas 50,000 persons or more.

SECTION 2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact for this procurement. All communication between the Consultant and the OPG upon receipt of this RFP shall be with the RFP Coordinator, as follows:

C. Farrell Presnell
Contracts Officer
1112 Quince St. SE
P.O. Box 41170
Olympia, WA 98504-1170
360.705.5239
Facsimile: 360.586.8869
E-mail: c.presnell@courts.wa.gov

Any other communication will be considered unofficial and non-binding on the OPG. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Procurement Schedule	
Event	Date
Release RFP (RFP posted and available on the Washington State Courts website at http://www.courts.wa.gov/procure/)	January 11, 2008
Consultant Written Questions Due	January 18, 2008
Issue Responses to Questions on or before (Post answers on the Washington State Courts website at http://www.courts.wa.gov/procure/)	January 25, 2008
Proposals Due	February 8, 2008
Evaluation Period	February 19-22, 2008
Conduct Oral Interviews with Finalists	February 25-29, 2008
Announce "Apparent Successful Contractors" and Send Notification to Unsuccessful Consultants	March 7, 2008
Hold Debriefing Conferences (if requested)	March 13-14, 2008
Negotiate Contracts	March 17-20, 2008

Protest	March 21, 2008
Anticipated Contract Start Date	March 24, 2008
Mandatory Training	Tentative
<ul style="list-style-type: none"> • Orientation • University of Washington Extension Office (90 clock hours) • Social Services Training • Disability Awareness • Residential Rights • Local Court Rules and Procedures 	<ul style="list-style-type: none"> March 31, 2008 September 2008 April 2008 April 2008 April 2008 April 2008

The OPG reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Consultants are to submit three hard copies and one electronic copy of all proposals. Proposals may not be transmitted via facsimile. The proposal document should not exceed 25 pages, excluding attachments and appendices.

The following information is applicable to the submission of hard copies. Consultants are required to submit three (3) copies of their proposal. One (1) copy must have original signatures and two (2) copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must be received by the OPG no later than **4:30 p.m. Pacific Standard time in Olympia, Washington, on February 8, 2008**. The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is the OPG's sole point of contact for this procurement.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultant's hand delivering proposals should allow time for traffic congestion. Consultants assume the risk for the method of delivery chosen. The OPG assumes no responsibility for delays caused by any delivery service.

The following information is applicable to the electronic copy of proposals. One (1) copy of the proposal in Microsoft Word format should be copied to a read/writable CD. The CD should be included in the envelope containing the hard copies. Zipped files cannot be received by the OPG and cannot be used for submission of proposals. The OPG does not assume responsibility for any problems with the CD.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the OPG and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the OPG. All proposals received shall be deemed public records as defined in RCW 42.56 "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated in the Consultant's Letter of Submittal (See Section 4.1.2). The Consultant must also identify the particular exemption from disclosure upon which the Consultant is making the claim. In addition, each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The OPG will consider a Consultant's request for exemption from disclosure; however, the OPG will make a decision predicated upon Chapter 42.56 RCW. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Consultant has been given an opportunity to seek a court injunction against the requested disclosure.

2.5 CONSULTANT'S QUESTIONS AND THE OPG'S RESPONSES

Consultants may submit written questions and requests for clarification pertaining to this RFP to the RFP Coordinator. Questions must be received by 4:30 PM Pacific Standard Time on January 18, 2008. Consultants may send questions by mail, telefacsimile or e-mail. Questions received after the deadline will not be answered. The OPG will attempt to answer all questions submitted by the due date.

Consultant's questions and the OPG's responses will be published on the Washington State Courts website at <http://www.courts.wa.gov/procure/>.

The OPG's position as set forth in the published Questions and Answers shall take precedent over the RFP if a conflict exists between the two documents.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the Washington State Courts website at <http://www.courts.wa.gov/procure/>.

The OPG also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by OPG from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be administratively reviewed to determine compliance with administrative requirements and instructions specified in this RFP. Proposals that fail to comply with any part of the RFP may be deemed non-responsive and rejected at any time during the evaluation process.

The OPG also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The OPG reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. The OPG reserves the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as an apparent successful Consultant, the OPG reserves the right to enter into contract negotiations which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the apparent successful Consultant's proposal. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

2.10 COSTS TO PROPOSE

The OPG will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington, the OPG or the AOC to contract for services specified herein.

2.12 REJECTION OF PROPOSALS

The OPG reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.13 COMMITMENT OF FUNDS

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 INSURANCE COVERAGE

The Consultant shall obtain and keep in force insurance coverage described below which shall be maintained in full force and effect during the term of the contract. The Consultant shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the OPG within fifteen (15) days of the contract effective date.

Professional Liability Insurance (PL)

The Consultant shall maintain Professional Liability Insurance or Errors & Omissions insurance, as required by CPG Board Regulation 117, with a \$500,000.00 minimum. The exemptions specified in the regulation shall not apply. Above insurance policy shall include the following provisions:

1. Cancellation. The AOC/OPG shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the AOC/OPG 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the AOC/OPG shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The AOC/OPG shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the AOC/OPG shall be given 10 days advance notice of cancellation.
2. Identification. Policy must reference the AOC/OPG's contract number and the AOC/OPG name.
3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and

have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the AOC Contracts Officer before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW.

4. Excess Coverage. By requiring insurance herein, the AOC/OPG does not represent that coverage and limits will be adequate to protect the Consultant and such coverage and limits shall not limit Consultant's liability under the indemnities and reimbursements granted to the AOC/OPG in this contract.

Worker's Compensation Coverage

The Consultant will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Consultant or their employees for services performed under the terms of this contract.

2.15 CONFLICT OF INTEREST

Consultants may not have personal or business interests that would present an actual, potential, or apparent conflict of interest with respect to this procurement and the performance of the resulting contract. For purposes of this RFP, a conflict of interest is any set of facts or circumstances that, in the OPG's determination, compromises, appears to compromise, or may reasonably compromise the Consultant's fairness, independence or objectivity. For example, the Consultant providing services as a public guardian that has a related business serving as a professional guardian or providing other related services must ensure that their position with the related business entity does not create a conflict of interest. An individual served by the public guardian's related business may not subsequently become an incapacitated individual served by the public guardian. For example, guardians who are developmental disability or home care providers may not become guardians for any incapacitated individual to whom they are providing developmental disability or home cares services. A public guardian that shares resources with a related business must ensure that the costs and expenses of the related business are properly apportioned. All records of the public guardian must be kept separately of any of the public guardian's other programs, practices or businesses.

Consultants must disclose any potential conflicts or provide a statement acknowledging that no actual or potential conflicts of interests exist with respect to this procurement and the resulting contract. This must be a part of the proposal as stated in Section 4.1. If selected for contract award, the Consultant will be under a continuing duty to notify the OPG of any actual or potential conflicts of interest that may develop during the course of the

contract and may not engage in conduct that will create a reasonable appearance of impropriety.

2.16 COMPLAINT RESOLUTION

The OPG conducts complaint investigations of a Consultant's services as it relates to program requirements, rules, and/or procedures. OPG shall develop a process for receipt and consideration of and response to complaints against contracted providers of public guardianship services. The process will include investigation in cases in which investigation appears warranted in the judgment of the OPG Manager. The Consultant agrees to abide by the process and decision adopted by the OPG.

2.17 REFERRAL PROCESS

Any person interested in the well being of an alleged incapacitated person, and seeking guardianship services to be paid for by the OPG may contact OPG and complete a referral form. The OPG will inform callers of the process to petition for guardianship and provide guidance when needed. In instances of possible abuse, neglect, abandonment and or exploitation APS should be contacted before calling the OPG.

SECTION 3. SCOPE OF WORK

3.1 GENERAL

In accordance with RCW, Title 11, Chapter 11.88, when a person has been declared incapacitated, a guardian may be appointed for the person and/or estate of the incapacitated person. Pursuant to RCW, Title 2, Chapter 2.72, a public guardian may be appointed when the legal conditions for appointment of a guardian are met and adequate services may otherwise be unavailable for the incapacitated person.

3.2 POLICY STATEMENT

The legislature is committed to treating liberty and autonomy as paramount values for all Washington residents and to authorizing public guardianship only to the minimum extent necessary to provide for health or safety, or to manage financial affairs, when the legal conditions for appointment of a guardian are met.

All Consultants shall sign the following statement:

I recognize that as a public guardian I am responsible to discharge my duties in a manner consistent with the intent of the legislature regarding guardianship:

“It is the intent of the legislature to protect the liberty and autonomy of all people of this state, and to enable them to exercise their rights under the law to the maximum extent, consistent with the capacity of each person. The legislature recognizes that people with incapacities have unique

abilities and needs, and that some people with incapacities cannot exercise their rights or provide for their basic needs without the help of a guardian. However, their liberty and autonomy should be restricted through the guardianship process only to the minimum extent necessary to adequately provide for their own health or safety, or to adequately manage their financial affairs.” (RCW 11.88.005)

I understand that as a guardian I have no authority to consent to therapy or other procedure which induces convulsion, psychosurgery, other psychiatric or mental health procedures that restrict physical freedom of movement, or the rights set forth in *RCW [71.05.370](#). I understand that I have no authority to consent to sterilization, and that I cannot consent to involuntary placement or involuntary treatment. (RCW 11.92.043, 11.92.190).

I will maintain incapacitated persons for whom I am guardian in the setting least restrictive to the incapacitated person's freedom and appropriate to the incapacitated person's personal care needs, assert the incapacitated person's rights and best interests. Where appropriate, I shall see that the incapacitated person receives appropriate training and education and that the incapacitated person has the opportunity to learn a trade, occupation, or profession. (RCW 11.92.043(4). (See Exhibit A)

3.3 CONSULTANT RESPONSIBILITIES

The Consultant shall serve as guardian of the Incapacitated Person and/or estate for individuals eighteen years or older, with no one else willing, able or suitable to serve as guardian who:

- Have been determined to be incapacitated as to person and/or estate by the superior courts of Washington; and
- Whose income does not exceed 200 percent of the federal poverty level determined annually by the United States Department of Health and Human Services; or
- Who are receiving long-term care services through the Washington State Department of Social and Health Services

The Consultant for public guardianship services shall be responsible for performing the duties of guardian as provided by RCW Title 11 Chapter 11.92.

3.4 CONSULTANT REQUIREMENTS

3.4.1 Caseload Ratio

Payment will not be authorized for services for any Consultant that is serving more than 20 incapacitated persons per certified professional guardian.

3.4.2 Meaningful Visits

The Consultant assigned to each guardianship case shall visit each incapacitated person for whom public guardianship services are provided no

less than monthly to be eligible for compensation. Consultant shall document the purpose, duration, and outcome of these visits in accordance with the requirements of OPG.

3.4.3 Communication with Incapacitated Persons

The Consultant must ensure communication with incapacitated persons served is effective. The Consultant shall consult with others who are experienced in communicating with the incapacitated person, and shall make use of recommended communication techniques and technology in order to identify the choices and preferences of the incapacitated person.

Where requested by the incapacitated person or otherwise appropriate, the Consultant shall facilitate communication by using an interpreter unless the Consultant or his/her employees are fluent in the incapacitated person's language. Even though the incapacitated person speaks English as a second language, whenever possible, the Consultant should offer the incapacitated person the option of communicating in the incapacitated person's preferred language.

3.4.4 Cultural Competence

The Consultant must demonstrate the capacity to provide culturally competent guardianship services. These services take into consideration the incapacitated person's cultural beliefs, behaviors and needs.

3.4.5 Continual Assessment of Need for Guardianship

Consultant must assess the need for continued public guardianship services and the appropriateness of limiting, or further limiting, the authority of the public guardian under the applicable guardianship order quarterly and will certify annually that an assessment has occurred and that where termination or modification of a guardianship order appears warranted, the superior court has been asked to take the corresponding action. Consultant will follow the procedure specified by the courts and OPG to seek discharge from or terminate a guardianship.

3.4.6 Accessibility

When serving as public guardian, the Consultant will ensure that incapacitated persons and service providers have access to the Consultant or a certified professional guardian who serves as the standby guardian 24 hours a day, 7 days a week in the event of problems or emergencies.

3.4.7 American with Disabilities Act Compliance

The Consultant must comply with the American with Disabilities Act (ADA), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

3.4.8 Confidentiality

The Consultant must ensure that all information concerning an incapacitated

person is maintained and released in accordance with state and federal laws and regulations.

The Consultant must not disclose information from the case record on an incapacitated person served under the contract with the OPG in a manner that identifies the incapacitated person unless the disclosure is necessary to carry out the duties of the Consultant. GR 22 and 31 govern access to guardianship court records.

The Consultant shall assure that all records are available to the OPG, the AOC, the CPG Board and APS.

3.4.9 Personnel Requirements

The Consultant shall provide an adequate number of qualified staff to meet the needs of the incapacitated persons served. Consultant and staff persons must be scrupulous, ethical and honest and have the knowledge, skills, and experience needed to work with incapacitated persons. They must also be committed to helping incapacitated persons enjoy self-determination by (a) providing individuals with adequate opportunities to be the causal agent in their lives, make choices, and learn self-determination skills; (b) enabling them to maximally participate in their lives and communities; and ensuring that supports and accommodations are in place.

Volunteers may be recruited to perform certain discrete tasks specified by OPG policy. Volunteers must be qualified to perform the tasks assigned and must be properly screened before they may have direct contact with incapacitated individuals' person, estate and/or benefits.

3.4.10 Multi-Disciplinary Advisory Panel

The Consultant shall have in place a multi-disciplinary advisory panel for the purpose of assuring that the medical, mental, nutritional, functional, environmental and financial needs of incapacitated persons with challenging needs are continuously addressed in an appropriate manner and is the least restrictive alternative available. At a minimum, the panel should include a disability advocate, a long-term care ombudsman and a representative from DSHS Aging and Disability Services Administration (ADSA) (i.e. Developmental Disabilities, Home and Community Services, Residential Care Services, Regional Support Network).

3.4.11 Community Collaboration

The Consultant must develop collaborative relationships and an integrated procedure for working with community organizations. Consultant must include an education component to provide information to citizens, attorneys, law enforcement, health care providers, and social workers. The OPG is available to assist with this effort.

3.4.12 Background Checks

The Consultant must inform OPG of the facts of every instance of a finding related to the bulleted items below for the Consultant and

every employee, agent, board member, volunteer and anyone having direct contact with incapacitated individuals' person, estate and/or benefits. The OPG will evaluate the facts and may, at its sole discretion, disqualify the Consultant from further consideration for the award of a contract or disqualify all others from involvement with the provision of public guardianship services.

- Removal as guardian by the courts;
- A finding by a court, professional licensing or disciplinary body of malfeasance, nonfeasance, misfeasance, a felony or crime of moral turpitude, or any illegal or unethical act related to responsibility as a fiduciary;
- A finding by the court of the type specified in RCW 42.43.830, 43.43.842;
- A substantiated finding by the Department of Social and Health Services or a judge that you abused a vulnerable adult, including abandonment, neglect, abuse or financial exploitation under RCW 74.34 (RCW 74.34.020 and WAC 388-71-01275);
- A substantiated finding by the Department of Social and Health Services or a judge that you abused or neglected a child under RCW 26.44 (RCW 26.44; RCW 26.44.125 and WAC 388-15-061 through WAC 388-15-141); and
- Has an interest that is adverse to incapacitated persons served. An interest adverse to an incapacitated individual includes, but is not limited to, being an actual or potential creditor or debtor of the incapacitated person, being an opposing party to an incapacitated person in a lawsuit, being the guarantor or an incapacitated person's promissory note, having a duty to account to an incapacitated person other than the normal duty to account arising from the guardianships under this contract, or having any other financial or other interest adverse to the incapacitated person.

To ensure compliance, the Consultant must obtain state and federal criminal background checks and when possible reports from Adult and Child Protective Services of prospective and current employees, agents, board members, volunteers and anyone having direct contact with or access to an incapacitated individuals' person, estate and/or benefits. These individuals should be required to certify annually, under penalty of perjury, that the bulleted items above have not occurred.

The Consultant must ensure that all officers and directors meet the qualifications of RCW Chapter 11.88.

3.4.13 May Not Petition

The Consultant or any member of the Consultant's staff shall not petition for appointment of a guardian, but shall refer to Adult Protective Services and/or

the Attorney General's Office and OPG individuals believed to need public guardianship services.

3.4.14 Reporting of Suspected Abuse, Neglect and Exploitation

If the Consultant is notified of any allegation of abuse, neglect, or exploitation, or if the incapacitated person may be at risk of abuse, neglect, or exploitation, the Consultant must follow the reporting procedure established by the OPG.

3.4.15 Reporting Requirements

Comply with all reporting requirements and standards specified by the OPG and the courts including but not limited to those listed below. Consultant shall utilize the forms specified by the courts and the OPG.

- Intake
- Initial Assessment
- Guardianship Care/Service Plan
- Staff Time Logs
- Values History
- Change in IP Condition and Abilities
- Monthly Status Reports
- Annual Reports
- Audit Report

3.4.16 Case Management System

The Consultant shall maintain a centrally organized records management system which at a minimum contains data elements specified by the OPG. If the OPG provides a case management system, the Consultant shall utilize said system.

3.4.17 Records Retention

The Consultant shall maintain all guardianship records for a minimum of ten years after the end of the guardianship or the death of the incapacitated person, whichever occurs first. Upon termination of the contractual relationship with the OPG, the Consultant shall transfer current guardianship records to the OPG.

3.4.18 Payment

Payment Method Payment is contingent upon satisfactory progress toward completion of specified tasks. Payment shall be made based on actual costs incurred in completing the tasks, provided the OPG has verified compliance with the Statement of Work and accomplishment of the stated effort. Documentation of OPG verification is required concurrent with an invoice. An acceptable invoice for reimbursable payment is one that:

- contains the date of invoice, agreement number and guardianship case number;
- includes a description of supplies and services, labor costs, subcontractor costs, material costs, travel costs, other direct costs, and extended totals; and

- indicates the current period and cumulative man-hours and costs incurred through the period indicated on the invoice.
- contains the following certification statement:
“I certify that the amounts invoiced are for costs incurred in accordance with the agreement, the work reflected has been performed, prior payment has not been received, I visited the incapacitated person associated with this guardianship at least once this month and I currently provide guardianship services to no more than 20 incapacitated persons.”
Authorized Signature _____

Submission of Invoices:

- Invoices may be submitted no more frequently than monthly for supplies and services, labor costs, subcontractor costs, material costs, travel costs, other direct costs.
- Invoices may be submitted for Emergency Services as accrued.

The Consultant shall accept payment from the OPG as payment in full for all public guardian services rendered. No duplicate billing or receipt of other funds by the Consultant for providing services required under the contract is allowed. Consultants shall request reimbursement of fees from program clients who are receiving long-term care services through the Washington State Department of Social and Health Services (DSHS) to the extent, and only to the extent, that such reimbursement may be paid, consistent with an order of the superior court, from income that could otherwise be required by the department to be paid toward the cost of the client's care. The Consultant shall remit reimbursements for fees from program clients who are receiving long-term care services from DSHS to the OPG.

3.4.19 Policies and Procedures

The Consultant shall develop and implement policies and procedures that include but are not limited to the following:

- The organizational structure and delineation of authority;
- Qualifications of employees and volunteers;
- Hiring and termination practices in accordance with state and federal laws;
- Guidelines for employee performance and evaluations;
- Guidelines for orientation and training;
- Guidelines for reporting allegations of abuse, neglect and exploitation
- Guidelines for fulfilling reporting requirement to the OPG and the courts; and
- Quality Assurance Plan

The Consultant will develop a quality assurance plan describing the Consultant's internal and external systems for ongoing monitoring of policies and procedures for ensuring the quality of care of incapacitated persons.

3.4.20 Mandatory Training

The Consultant shall attend all mandatory training required by the OPG. OPG expects the Consultant to attend orientation, trainings on the provision

of social services, disability awareness, residential rights and local court rules and procedures. The Consultant shall attend all courses required to receive a certificate in guardianship from the University of Washington Extension Office once the program is offered to the public. The certificate program has a tentative start date of September 2008.

3.4.21 Contract Performance Reviews

The Consultant will cooperate with contract performance reviews, audits and monitoring efforts performed by the OPG personnel. Consultants will agree to meet with evaluators conducting a legislatively-directed study of public guardianship. The interviews may involve implementation issues, confidential case reviews, and clarification of record-keeping procedures.”

SECTION 4. CONTENT OF PROPOSAL

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Signed Letter of Submittal (See Section 4.1), including signed Guardian Policy Statement (See Section 3.2 Exhibit A to this RFP) Certifications and Assurances (See Section 6. Exhibit B to this RFP) and a signed
2. Business Proposal (See Section 4.2).
3. Management Proposal (See Section 4.3).
4. Cost Proposal (See Section 4.4).

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

4.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances (Exhibit B to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and

fax number/e-mail address of legal entity or individual with whom contract would be written.

2. Names and CPG numbers of certified professional guardians.
3. Statement certifying that the Consultant satisfies the minimum qualifications stated in Section 1.3 Minimum Qualifications.
4. Current guardianship caseload.
5. Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56. The Consultant must also identify the particular exemption from disclosure upon which the Consultant is making the claim.
6. A description of any personal or business interest that may present an actual, potential or apparent conflict of interest with the performance of the contract and explanation of how the Consultant can assure the OPG that these relationships will not create a conflict of interest.
7. Identify any state employees or former state employees employed or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. For current or former state employees, list the employer agency, title and termination date. Do not include any contract work performed for a state agency. If following a review of this information, it is determined by the OPG that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
8. A statement on whether the Consultant or any employee of the Consultant is related by blood or marriage to any OPG or AOC employee or any one who resides with a OPG or AOC employee. If there are such relationships, list the names and relationship of said parties. Include the position and responsibilities within the Consultant's organization of such employees.
9. State whether the Consultant has been involved in any action specified in Section 3.4.12. If so, submit full details including case number. Provide consent for release of information to be obtained from all involved entities.
10. State whether the Consultant has been a party in any litigation, mediation, arbitration or other dispute resolution method during the past five (5) years. All such incidents except employment-related cases must be described, including the other parties' name, address, and telephone number. The OPG will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of involvement in past litigation.

11. If the Consultant has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Consultant or (b) litigated and such litigation determined that the Consultant was in default.

12. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The OPG will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

4.2 BUSINESS PROPOSAL (SCORED/MANDATORY)

Utilizing the Scope of Work described in Section 3 as the basis, the Business Proposal must contain a comprehensive description of services including the following elements:

A. Project Approach – Include a summary of how the Consultant will provide public guardianship services. This section should convey Consultant's understanding of the proposed project.

B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OPG staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Please include the following:

- Plan to Establish Multi-Discipline Advisory Panel – Describe the roles and responsibilities of the advisory panel, proposed team members and qualifications.
- Plan for Community Collaboration.
- Staffing Plan – Describe the roles and responsibilities of each employee and volunteer if volunteers will be used.
- Quality Assurance Plan – Describe the internal and external systems for ongoing monitoring of policies and procedures for ensuring quality care of incapacitated persons.
- Plan to Manage Reporting and Accounting Requirements.
 - Plan to process, account and manage incapacitated persons' funds, including procedures and mechanisms for accountability.
 - Plan to process and account for services by quantity, type

- and cost that are provided to each incapacitated person.
- Plan to process and maintain an accurate and complete record for each incapacitated person.

C. Project Rollout Schedule – Including the estimated date when consultant can begin providing services.

D. Overall Risk - Define risks identified by the Consultant as being significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the OPG.

E. Number of Incapacitated Persons to be Served

F. Service Area – Consultant is to define its service area. Service area means the geographical area in which the Consultant proposes to provide guardianship services. Examples of service areas include the county, city or some other geographical restriction. SB 5320 requires implementation of two pilot projects – one rural and one urban. Priority ratings will be applied to proposals based on rural-urban classification, income level, elder and disability prevalence (See Exhibit C).

F. Assumptions

State all business, economic, legal, programmatic, or practical assumptions that underlie the Consultant's response to the Business Proposal.

4.3 MANAGEMENT PROPOSAL (SCORED/MANDATORY)

A. Project Management

1. Project Team Structure -- Provide a description of the legal status and management structure of the Consultant's organization, including any subcontractors.

- Full name of the organization, company or corporate name.
- Business address
- Type of ownership
- Federal taxpayer identification number
- If a non-profit corporate entity, submit a copy of the tax exempt status from the United States Internal Revenue Service
- If incorporated provide a copy of the Articles of Incorporation
- Include an organizational chart identifying the names and titles of key staff by position.
- Provide the contact information for the person responsible for responding to questions regarding the proposal, including phone number, facsimile number and e-mail address.

2. Staff Qualifications/Experience – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide résumés for the named staff, which include information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

B. Experience and Skill of the Consultant

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Knowledge of state and federal laws regarding the provision of guardianship services.
 - Knowledge and experience with service provision for the elderly, low income individuals and individuals with disabilities.
 - Experience advocating for individuals with disabilities.
 - Knowledge of the rights of individuals with disabilities.
 - Experience and skill in effective communication with persons with a variant of disabilities.
 - Description of existing collaborative relationships formed within the community.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, facsimile numbers and e-mail addresses.

C. Letters of Reference

Provide three letters of reference from other funding sources, agencies, organizations, or individuals with which the Consultant currently works, attesting to the Consultant’s skill and experience in the specific areas listed in section B1 above. Include contact name, address, telephone number, and e-mail address. The Consultant and staff proposed to provide the services must grant permission to the OPG to contact references, and others for whom services have been provided. Do not include current OPG staff as references. Letters of reference will be scored for all proposals. References will be contacted and scored for the top-ranking proposal(s) only.

D. Financial Report

The proposal must include a copy of a financial report completed within the past two years.

E. Credit Report

The proposal must include a copy of a credit report obtained within the past 6 months.

F. Commitment Letter

Letter of Commitment from the Superior Court in the jurisdiction to be served (See Exhibit D).

4.4 COST PROPOSAL (SCORED/MANDATORY)**Identification of Costs (SCORED/MANDATORY)**

Consultants must state the amount of funds expected to operate and provide public guardianship services as stipulated in this RFP. The cost proposal should clearly describe the requested basis of payment and estimated total cost for the contract period: March 24, 2008 to March 31, 2009. In developing a budget for service delivery, the respondent should consider the differences in cost for the duties and responsibilities associated with providing different types of guardianship: guardian of the person, guardianship of the estate, or guardianship of the person and estate. Use of a Case Weighting System is preferred. There is not a maximum or minimum dollar amount that a respondent may request. The OPG reserves the right to negotiate with a respondent regarding their proposed rates and to award a dollar amount that is less than the amount requested.

Consultants must show the cost basis for the proposed rates by submitting an operating budget that itemizes the costs by category for providing services. The calculated rates must be based on the total cost of operating the guardianship program and the total number of wards projected to be served.

Following are examples of the types of income and expense to be included in the operating budget; however, the budget submitted with the cost proposal may use the categories of expenses used by the agency for other accounting or management purposes.

- Recruiting and training expenses;
- Travel;
- Salaries and fringe benefits;
- Equipment and supplies, including printing costs;
- Postage expenses and/or delivery expenses;
- Criminal history checks;
- Telecommunication costs;
- Office lease or mortgage costs;
- Other facility and operating expenses;
- Insurance premium;
- Interpreters, assistive technology, and other costs associated with ensuring effective communication with incapacitated persons; and

- Other expenditures for program operation (specify).

(See Exhibit E)

SECTION 5. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

5.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the OPG, which will determine the ranking of the proposals.

The OPG, at its sole discretion, may elect to select the top-scoring Consultants as finalists for an oral presentation.

5.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

5.3 EVALUATION WEIGHTING AND SCORING

Responsive proposals will be evaluated on the following basis:

CONTENT	POINTS
Does not address element or cannot be determined from proposal narrative.	0
Does not fully address element.	1
Adequately addresses element.	2
Exceeds scope of element.	3
If the element is evaluated based on Y/N	(Y) 3 (N) 0

Service Area Ratings				
Rural/Urban Designations	Urban Core (10)	Large Town (5)	Small Town/Rural (10)	Mixed Rural (5)
Disability Prevalence	High (15)	Med. High (10)	Med. Low (5)	Low (0)
% Poverty 18 yrs and over	30-40 (15)	20-29 (10)	19-10 (5)	1-9 (0)
% 65 yrs and over	21+ (15)	16-20 (10)	10-15 (5)	0-9 (0)
DSHS Long term care (LTC) Client Use Rate	High (15)	Medium (10)	Low (0)	

The following weighting and points will be assigned to the proposal for evaluation purposes:

BUSINESS PROPOSAL	POINTS POSSIBLE	CUMULATIVE POINTS POSSIBLE
A. Project Approach	0-3	3
B. Work Plan	0-15	15
Plan to Establish Multi-Discipline Advisory Panel	0-3	
Plan for Community Collaboration	0-3	
Staffing Plan	0-3	
Quality Assurance Plan	0-3	
Plan to Manage Reporting and Accounting Requirement	0-3	
C. Project Rollout Schedule	0-3	3
D. Overall Risk	0-3	3
E. Number of IP Served	Y/N	3
F. Service Area*	5- 70	70
Rural/Urban	5-10	
Disability Prevalence	0-15	
% Poverty 18 yrs & over	0-15	
% 65 yrs +	0-15	
DSHS LTC Client Use Rate	0-15	
G. Assumptions	0	0
BUSINESS PROPOSAL TOTAL		97

MANAGEMENT PROPOSAL		POINTS POSSIBLE	CUMULATIVE POINTS POSSIBLE
A. Project Management		0-6	6
	Project Team Structure	0-3	
	Qualifications of Staff	0-3	
B. Experience of Consultant		0-24	24
	Knowledge of state and federal law regarding the provision of guardianship services	0-3	
	Knowledge and experience with service provision for the elderly, low income individuals and individuals with disabilities	0-3	
	Experience advocating for individuals with disabilities.	0-3	
	Knowledge of the rights of individuals with disabilities.	0-3	
	Experience and skill in effective communication with persons with a variant of disabilities.	0-3	
	Description of existing collaborative relationships formed within the community.	0-3	
	Other relevant experience	0-3	
	Prior relevant contracts	0-3	
C. Letters of Reference References*		0-9 Not scored here	9
D. Financial Report		Y/N	3
E. Credit Report		Y/N	3
F. Commitment Letter		Y/N	3
BUSINESS PROPOSAL + MANAGEMENT PROPOSAL TOTAL			145

*References will be contacted for the top-scoring consultants only and will then be scored and added to the total score. Each reference provided will be allowed to rate the Consultant on a scale of 1-3 with a total of nine points possible for three references.

COST PROPOSAL		POINTS POSSIBLE	CUMULATIVE POINTS POSSIBLE
A. Identification of Costs		0-6	6
	Budget Sheet	Y/N	
	Case Weighting	0-3	
BUSINESS PROPOSAL + MANAGEMENT PROPOSAL + COST PROPOSAL TOTAL			151
References		0-9	9
GRAND TOTAL FOR WRITTEN PROPOSAL			160

5.4 ORAL PRESENTATIONS MAY BE REQUIRED

The OPG, at its sole discretion, may elect to select the top scoring Consultant(s) from the written evaluation for an oral presentation and final determination of contract award. Should the OPG elect to hold oral presentations, it will contact the top-scoring Consultant(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

If oral presentations occur, the score from the oral presentation combined with the written evaluation will determine the apparently successful Consultant.

5.5 NOTIFICATION TO CONSULTANTS

Consultants whose proposals are not selected for further negotiation or award will be notified via facsimile or by e-mail.

5.6 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

Upon request, a debriefing conference will be scheduled with an unsuccessful Consultant. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted

in person or on the telephone and will be scheduled for a maximum of one hour.

5.7 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but the original document should be mailed to the address specified in section 2.1.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or policy.

Upon receipt of a protest, a protest review will be held by the OPG. The OPG chair or a OPG representative who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OPG's action; or
- Find only technical or harmless errors in the OPG's acquisition process and determine the OPG to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OPG options which may include:
 1. Correct the errors and re-evaluate all proposals, and/or
 2. Reissue the solicitation document and begin a new process, or
 3. Make other findings and determine other courses of action as appropriate.

SECTION 6. RFP EXHIBITS**EXHIBIT A – GUARDIAN POLICY STATEMENT**

I recognize that as a public guardian I am responsible to discharge my duties in a manner consistent with the intent of the legislature regarding guardianship:

“It is the intent of the legislature to protect the liberty and autonomy of all people of this state, and to enable them to exercise their rights under the law to the maximum extent, consistent with the capacity of each person. The legislature recognizes that people with incapacities have unique abilities and needs, and that some people with incapacities cannot exercise their rights or provide for their basic needs without the help of a guardian. However, their liberty and autonomy should be restricted through the guardianship process only to the minimum extent necessary to adequately provide for their own health or safety, or to adequately manage their financial affairs.” (RCW 11.88.005)

I understand that as a guardian I have no authority to consent to therapy or other procedure which induces convulsion, psychosurgery, other psychiatric or mental health procedures that restrict physical freedom of movement, or the rights set forth in *RCW [71.05.370](#). I understand that I have no authority to consent to sterilization, and that I cannot consent to involuntary placement or involuntary treatment. (RCW 11.92.043, 11.92.190).

I will maintain incapacitated persons for whom I am guardian in the setting least restrictive to the incapacitated person's freedom and appropriate to the incapacitated person's personal care needs, assert the incapacitated person's rights and best interests. Where appropriate, I shall see that the incapacitated person receives appropriate training and education and that the incapacitated person has the opportunity to learn a trade, occupation, or profession. (RCW 11.92.043(4)).

Signature of Consultant

Title

Date

EXHIBIT B -- CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

I/we declare that all answers and statements made in the proposal are true and correct.

1. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the OPG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the OPG will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OPG, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Consultant or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

7. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

8. I/we grant the OPG the right to contact references and others, who may have pertinent information regarding the Consultant's prior experience and ability to perform the services contemplated in this procurement.

Signature of Consultant

Title

Date

EXHIBIT C -- PRIORITY CATEGORIES TO CONSIDER FOR SERVICE AREAS

County	Dominant Rural Urban Commuting Area (OCRH)	Disability Prevalence	% Poverty 18 years and over	% 65 and over	DSHS LTC Client Use Rate
Adams	Small Town/ Rural	Medium Low	40%	11%	Medium
Asotin	Large Town	Medium High	32%	17%	Medium
Benton	Urban	Medium Low	22%	11%	Low
Chelan	Large Town	Medium Low	31%	14%	Medium
Clallam	Mixed Rural	High	28%	10%	Medium
Clark	Urban	Medium Low	21%	10%	Low
Columbia	Small Town/ Rural	High	32%	19%	High
Cowlitz	Urban	Medium High	28%	14%	Medium
Douglas	Large Town	Medium Low	29%	13%	Low
Ferry	Small Town/Rural	High	41%	13%	Medium
Franklin	Urban	Medium High	39%	9%	Low
Garfield	Small Town/ Rural	Medium Low	32%	21%	High
Grant	Large Town	Medium Low	38%	12%	Medium
Grays Harbor	Mixed Rural	High	34%	16%	High
Island	Mixed Rural	Low	20%	14%	Low
Jefferson	Small Town/ Rural	Medium Low	26%	21%	Low
King	Urban	Low	19%	11%	Low
Kitsap	Urban	Low	21%	11%	Low
Kittitas	Large Town	Medium Low	38%	12%	Low
Klickitat	Small Town/ Rural	Medium High	34%	14%	Low
Lewis	Large Town	High	32%	16%	Medium
Lincoln	Small Town/ Rural	Medium High	29%	19%	Medium
Mason	Mixed Rural	Medium High	27%	17%	Medium
Okanogan	Small Town/ Rural	Medium High	42%	14%	High
Pacific	Small Town/ Rural	High	34%	22%	High
Pend Oreille	Small Town/ Rural	High	38%	15%	High
Pierce	Urban	Medium High	23%	11%	Low
San Juan	Small Town/ Rural	Low	21%	19%	Low
Skagit	Mixed Rural	Medium Low	25%	15%	Low
Skamania	Mixed Rural	Medium Low	28%	11%	Low
Snohomish	Urban	Low	17%	10%	Low
Spokane	Urban	Medium Low	29%	13%	Medium
Stevens	Small Town/ Rural	Medium Low	35%	13%	Medium
Thurston	Urban	Medium Low	21%	12%	Low
Wahkiakum	Small Town/ Rural	High	24%	18%	Medium
Walla Walla	Large Town	Medium Low	33%	15%	Medium
Whatcom	Urban	Low	30%	12%	Low

Whitman	Large Town	Low	45%	9%	Low
Yakima	Urban	Medium High	38%	12%	Medium

Data Source

- Dominant Rural Urban Commuting Area (OCRH) – Washington State Department of Health
- Counties Ranked by Disability Prevalence, Persons Age Five and Older, 2000 Census, Washington State Department of Health, Community and Family Health Division
- % Poverty 18 years and over by county from the 2000 census by county and state population survey by region
- % 65 and over by county from the 2000 census by county and state population survey by region
- % Adults Receiving DSHS Long Term Care, DSHS, Research and Data Analysis Division (July 2004 – June 2005)

Exhibit D. Sample Letter of Commitment

[Official Superior Court Letterhead]

[Date]

Washington State Office of Public Guardianship
1112 Quince St. SE (Bldg. 1)
PO Box 41170
Olympia, WA 98504-1170

RE: Commitment to the Public Guardianship Program

Dear Office of Public Guardianship,

The Superior Court of [_____] County is committed to treating liberty and autonomy as paramount values for all Washington residents and to authorizing public guardianship only to the minimum extent necessary to provide for health or safety, or to manage financial affairs, when the legal conditions for appointment of a guardian are met.

In order to best serve low income persons who have been found incapacitated by the courts, the Superior Court of [_____] County agrees to appoint a certified professional guardian serving as public guardian through a contract with the Office of Public Guardianship, when feasible.

The court agrees to assure that guardianship orders for the appointment of a public guardian contain the language necessary to assure that the public guardian may seek reimbursement of fees from program clients who are receiving long-term care services through the Washington State Department of Social and Health Services (DSHS) to the extent, and only to the extent, that such reimbursement may be paid, from income that could otherwise be required by the department to be paid toward the cost of the client's care.

The court agrees that the Office of Public Guardianship is the approval authority for guardianship fees of public guardians.

We look forward to supporting the Office of Public Guardianship for the life of the program.

Sincerely,

[Presiding Judge)

EXHIBIT E -- OPERATING BUDGET

OPERATING BUDGET	
COST CATEGORY	\$ AMOUNTS
I. Personnel	
II. TRAVEL	
III. TRAINING and EDUCATION	
IV. SUPPLIES and EQUIPMENT	
V. OTHER	
TOTAL	
<i>Number of clients to be served</i>	
<i>Cost per client</i>	
<i>If Case Weighting System is used provide an explanation</i>	