

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
DEVELOPMENTAL DISABILITIES PLANNING COUNCIL**

REQUEST FOR PROPOSALS (RFP)

Developmental Disabilities Planning Council – Guardianship Program



RFP#

647-07-01-17

January 19, 2016

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of The New Mexico Developmental Disabilities Planning Council Office of Guardianship (DDPC) to invite private or public entities and individuals (Offerors) familiar with and experienced in court appointed guardianship services. Successful Offeror(s) will provide court appointed guardianship services as defined in the Scope of Work and in the sample contract. Offeror(s) may propose to deliver services statewide or within a limited geographical area. Offeror(s) may propose to service individuals with various incapacities or may propose to serve individuals with a specific incapacity.

B. SUMMARY SCOPE OF WORK:

The contractor shall provide guardianship services to New Mexico residents who are eighteen (18) years old or older, who are financial eligible for Medicaid or a similar public benefit, and who have been adjudicated as incapacitated. The contractor shall be the “guardian of last resort” where there is no family member or other qualified person’s who are willing, suitable and able of service as the guardian of an individual.

B. BACKGROUND INFORMATION

C. BACKGROUND:

- D. Statutorily the DDPC’s Guardianship Program is the State entity responsible for administration of providing guardianship services for New Mexican residents who are income and resource eligible incapacitated adults, when there are no lesser forms of intervention, such as a power of attorney or surrogate decision maker, available, and to monitor contracts that provide guardianship services.
- E. contract with the NMDDPC office of
- F. DDPC contracts with companies and organizations to provide guardianship services and act as guardian for an adjudicated incapacitated person who has no family or friends willing, able and appropriate to be their guardian. DDPC provides a flat rate monthly payment to the contractor for each client served. Such contractors are required to be certified by National Guardianship Association (NGA) as a certified guardian.
- G. DDPC is issuing this RFP to illicit proposals to contract with DDPC for providing Guardianship Services.

H.

I. MINIMUM QUALIFICATIONS:

J.

K. 9.4.21.12 REQUIREMENTS OF CONTRACTED GUARDIANSHIP PROVIDERS:

- L. A. meet RFP Requirements when published;
- M. B. meet office of guardianship requirements including but not limited to:
- N. (1) comply with all the terms of one’s contract;
- O. (2) agree to be paid at the state approved rate;
- P. (3) must comply with the Caregivers Criminal History Screening Act (See NMSA, 1978 29-17-2);

- Q. (4) must become a registered guardian within 18 months after the award of a contract;
- R. (5) assure the civil rights of the incapacitated persons;
- S. (6) guarantee access to all records on incapacitated persons assigned through the office of guardianship; and
- T. (7) comply with the office of guardianship individual caseloads, standards of practice and ethics.

C. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the requirements in the contract (Appendix E of this RFP). The proposed contract will be effective the date of signature of the New Mexico Department of Finance and Administration (DFA).

The initial term for the contract is expected to be by July 1, 2016 through June 30, 2017, with renegotiation of the contractual terms for the purpose of continuing the services described in this RFP and additional services and funding as needed and available. The DDPC reserves the option of renewing the initial contract(s) on an annual basis for three (3) additional years or any portion thereof for the purpose of providing continued services based on contractor performance and availability of funding. In no case with the contract, including all renewals thereof, exceed a total of four (4) years in duration.

The total amount available for contracting these services in FY 2017 will be subject to appropriation. Funding will be derived, as available, from DDPC.

PLEASE NOTE:

- If this is a procurement that will result in a statewide price agreement, that agreement is available to all executive agencies and other political subdivisions of the State of New Mexico. If this is not **EXPLICITLY** stated, the procurement will result in a contractual agreement only (see next).
- If this is a procurement that will result in a contractual agreement between two parties, the procurement may **ONLY** be used by those two parties exclusively.

OFFEROR QUALIFICATIONS/CONFLICT OF INTEREST

This RFP is open to any Offeror capable of performing the work described in Section IV Mandatory Specifications, subject to the following stipulations:

1. Pursuant to the Governmental Conduct Act, NMSA 1978, Sections 10-16 et seq., an Offeror will have no direct or indirect interest that conflicts with the performance of services covered under this RFP;
2. Pursuant to NMSA 1978 Sections 13-19-191, 30-41-1 through 30-41-3, an Offeror may not provide or offer bribes, gratuities or kickbacks to applicable state personnel;
3. An Offeror shall ensure that no elected or appointed officer or other employee of the State of New Mexico shall benefit financially or materially from the successful award of the contract to the Offeror and that no such individual shall be admitted to any share or part of the contract or to any benefit that may arise there from;

4. The burden is on the Offeror to present sufficient assurance to the DDPC that the award of the contract to the Offeror shall not create a conflict of interest.

D. PROCUREMENT MANAGER

1. DDPC has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kathleen Coates, Procurement Manager
Address: Developmental Disabilities Planning Council
625 Silver SW, Suite 100
Albuquerque, New Mexico 87102

Telephone: (505) 841-4554
Fax: (505) 841-4590
Email: Kathleen.coates@state.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

(Ensure definition is appropriately placed in sample contract pro-forma as required).

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard.

“**Close of Business**” means 5:00 PM Mountain Standard.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Contract Manager**” means the individual designated by DDPC to monitor and manage all aspects of the contract resulting from this RFP, including directing the work of the contractor.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Deliverable**” means any measurable, tangible, verifiable outcome, result or item that must be produced to complete a project or part of a project.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Determination**” means the written documentation of a decision by the Procurement Manager, including findings of fact supporting a decision. A determination becomes part of the procurement file.

“**DFA/CRB**” means the Department of Finance and Administration and the Contract Review Bureau for the State of New Mexico.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Factor**” means a section of the RFP that requires a response.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Offeror**” is any person, corporation, non-profit organization or partnership who chooses to submit a proposal.

“**Performance Measure**” means a unit of evaluation specified by the state that enables performance to be determined.

“**Procurement Code**” means the law that governs the process of procurement for the State of New Mexico.

“**Procurement Code Regulations**” means General Services (GSD) Rule 1NMAC 5.2.

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Subcontractor” means a person or business which has a contract (as an “independent contractor” and not an employee) with a contractor to provide some portion of the guardianship services which the contractor has agreed to perform.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	January 15, 2016
2. Distribution List	Agency	February 5, 2016
3. Pre-Proposal Conference	Agency	N/A
4. Deadline to submit Questions	Potential Offerors	February 5, 1026
5. Response to Written Questions	Procurement Manager	February 12, 2016
6. Submission of Proposal	Potential Offerors	February 19, 2016
7. Proposal Evaluation	Evaluation Committee	February 22-March 4, 2016
8. Selection of Finalists	Evaluation Committee	March 4, 2016
9. Best and Final Offers	Finalist Offerors	N/A
10. Oral Presentation(s)	Finalist Offerors	N/A
11. Finalize Contractual Agreements	Agency/Finalist Offerors	May 2, 2016
12. Contract Awards	Agency/ Finalist Offerors	July 1, 2016
13. Protest Deadline	SPD	March 8 – 25, 2016

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Developmental Disabilities Planning Council on January 15, 2016.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement

distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on February 5, 2016.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. Mountain Standard Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME ON February 19, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Developmental Disabilities Planning Council – 17- Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for

Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. Only finalists will be invited to participate in the subsequent steps of procurement.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A. Sequence of Events or as soon as possible. Best and final offers may also be clarified is solicited by the Procurement Manager and amended by agreement of Offeror and Procurement Manager.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A. Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Developmental Disabilities Planning Council taking into consideration the evaluation factors set forth in this RFP. The most

advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time on the 15th day as indicated in sequence of events. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Kathleen Coates
Procurement Manager
Developmental Disabilities Planning Council
625 Silver SW, Suite 100
Albuquerque, New Mexico 87102
(505) 841-4554
Fax (505) 841-4590
Kathleen.coates@state.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if insufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the DDPC and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, DDPC reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The DDPC discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the DDPC (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The DDPC may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the DDPC and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the DDPC. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the DDPC and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The DDPC reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the DDPC, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The DDPC in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this

requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the DDPC.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring DDPC written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the DDPC, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance

coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

- b. violation of Federal or state antitrust statutes related to the submission of offers;
or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Cost Proposals** – One (1) ORIGINAL plus five (5) HARD COPIES (complete/identical copies) for a total of six (6) copies, and one (1) electronic copy. **The electronic copy can NOT be emailed.** Electronic submission may be on a disk enclosed in a protective casing or on a flash-drive. The original proposal must contain original signatures and be marked "original".

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

OR IN THE ALTERNATIVE TO THE SUBMISSION FORMAT AND REQUIREMENTS OF SECTION III.B.1:

2. Electronic Responses (SPD's E-procurement System eProNM)

If the proposal is submitted through State Purchasing's electronic procurement system, the Offeror need only submit a single electronic copy of each portion of the proposal, outlined below. Please separate the proposal as described below into separate "envelopes" (files) for your submission.

Each "envelope" (file) location for each portion as outlined in Section III.C Proposal Format of the RFP will be specified in the upload section of the Offeror's electronic

submission. If you submit your response through our electronic procurement system, submit only one hard copy of your proposal to the physical address indicated in Section I.D.

1. **Technical Proposals** – One (1) electronic upload and one (1) ORIGINAL hard copy (submitted to the physical address indicated in Section I.D) must be submitted in the sequence described in Section III. C.1. All information for the technical proposal must be combined into a single file/document for uploading

➤ Proposals containing confidential information **must** be submitted as two separate files:

- **Unredacted** version for evaluation purposes.

- Upload unredacted version in “Unredacted Technical Proposal Envelope 1.1”

- **Redacted** version (information blacked out and not omitted or removed) for the public file.

- Upload redacted version in “Redacted Technical Proposal Envelope 1.3”

2. **Cost Proposals** – One (1) electronic upload and one (1) ORIGINAL hard copy (submitted to the physical address indicated in Section I.D). All information for the cost proposal must be combined into a single file/document for uploading.

- Upload cost proposal in “Cost Proposal Envelope 1.2”

For technical support issues contact (505) 827-0467 or (505) 827-0472 or GSD.SPDeProcurement@state.nm.us

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

1. Proposal Content and Organization

The Proposal must be organized, tabbed, paginated and labeled/indexed in the Table of Contents in the following format and must contain, at a minimum, all listed items in the sequence indicated. (Every item that appears in bold below is to have a separate tab and be listed in the Table of Contents with a corresponding page number).

Proposal (Binder 1):

- A. Signed Letter of Transmittal**
- B. Cover Sheet Form (Appendix C)**
- C. Table of Contents**
- D. Proposal Summary (Optional)**
- E. Response to Mandatory Specifications**
 - **Factor I. Organizational Experience and Performance (35 Points)**
 - **Factor II. Other Administrative Responsibilities (30 Points)**
 - **Factor III. Quality Assurance and Program Integrity (15 Points)**
 - **Factor IV. Cost Proposal Budget and Justification (20 Points)**
 - **Additional Factors: Resident Business Certificates and Resident Veteran Business Certification**
- F. New Mexico Resident Veteran Business Certification**
- G. New Mexico Business Preference Certificate**
- H. Other Supporting Documentation**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other material that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix, under the heading "Other Supporting Documentation". Each item in this section should be noted in the table of contents with corresponding pagination; each item appearing in this section should be preceded by a brief descriptive narrative.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

1. Scope of Work.

Contractor shall perform the following work:

A. When assigned by Agency, Contractor shall provide guardianship services under this Agreement to New Mexico residents who are at least eighteen (18) years old, qualify for Agency services, are financially eligible for Medicaid or a similar public benefit and have been adjudicated as incapacitated.

B. Definitions:

(1) "Agreement" means this Professional Services Contract.

(2) "Contractor" means the person (entity or individual) contracting with Agency to provide guardianship services pursuant to this Agreement. Contractor shall be the "guardian of last resort" where there is no family member or other qualified person who is willing, suitable or able to serve as guardian of the Protected Person.

(3) "Guardianship Coordinator" means the individual guardian serving the Protected Person as an employee or independent contractor with Contractor. If Contractor does not employ or contract with individual Guardianship Coordinators, then "Contractor" and "Guardianship Coordinator" are one and the same.

(4) "Protected Person" or "Client" means the incapacitated person to whom Contractor provides guardianship services pursuant to this Agreement.

C. Guardianship services shall be provided in accordance with the terms of this Agreement and the following legal authority and guardianship practices, including but not limited to:

(1) the Uniform Probate Code (NMSA 1978, §§ 45-5-101 to -315);

(2) the Office of Guardianship Act (NMSA 1978, §§ 28-16B-1 to -6);

(3) the Uniform Health-Care Decisions Act (NMSA 1978, §§ 24-7A-1 to -18);

(4) the Mental Health Care Treatment Decisions Act (NMSA 1978, §§ 24-7B-1 to -16);

(5) the Adult Protective Services Act (NMSA 1978, §§ 27-7-1 to -31);

(6) the Office of Guardianship rules (9.4.21 NMAC); and

(7) the National Guardianship Association's Standards of Practice, Model Code of Ethics for Guardians and Agency Standards.

D. Consistent with the court order appointing Contractor as a guardian, Contractor is responsible for decision-making in all major life areas (except those excluded by court order or limited guardianships) including care, comfort, custody, maintenance, monitoring of finances, programming, education, training, medical and other treatment and residential placement of the

Protected Person. Contractor shall adhere to the least intrusive and least restrictive standards of service (NGA Standards of Practice No. 8 - Least Restrictive Alternative).

E. Certification and Criminal History Screening Requirements.

(1) Prior to contracting with Agency, Contractor shall successfully obtain certification through the Center for Guardianship Certification (CGC) or shall disclose non-certification to Agency. Contractor is responsible for all costs associated with CGC certification.

(2) Within ten (10) days after hiring or contracting with a Guardianship Coordinator,

Contractor shall provide Agency with the employee or contractor's name and date of hire or contract. At the same time, Contractor shall provide Agency a color photograph of and contact information (including telephone number and email address) for each Guardianship Coordinator, and shall update this information on a quarterly basis. Upon request, Agency shall be given immediate access to any Guardianship Coordinator.

(3) Contractor shall employ or contract with competent Guardianship Coordinators as determined by education, experience and competence to perform the contracted guardianship services, and who either possess CGC certification or successfully obtain CGC certification within eighteen (18) months of employment with Contractor. Contractor shall provide Agency with copies of CGC certification for all such employees and contractors within thirty (30) days after such certification.

(4) Contractor and its Guardianship Coordinators shall maintain their CGC certifications throughout the term of this Agreement. Contractor shall promptly notify Agency if any CGC certification lapses, and shall reobtain all necessary CGC certifications within thirty (30) calendar days. A Contractor or Guardianship Coordinator who has allowed its CGC certification to lapse shall not provide direct guardianship services to any Protected Persons served pursuant to this Agreement. Contractor shall be responsible for all fees and costs associated with any guardianship transfers made necessary by a lapse in CGC certification.

(5) Contractor and its Guardianship Coordinators shall comply with the Caregivers Criminal History Screening Act (NMSA 1978, § 29-17-5) and the Caregivers Criminal History Screening Requirements (7.1.9 NMAC). Within ten (10) days after the date of hire or contract, the Guardianship Coordinator shall submit a request for screening to the New Mexico Department of Health (NMDOH). No Guardianship Coordinator shall perform any direct guardianship services under this Agreement until they have received a Notification of Clearance from the NMDOH. Contractor shall provide Agency with the Notification of Clearance for each Guardianship Coordinator within five (5) days of receipt. Contractor shall not employ or contract with any person who has been excluded from the Medicare or Medicaid Programs.

(6) If Contractor fails to comply with any of the terms of this paragraph, Agency may terminate the Agreement and, at Contractor's sole expense, transfer guardianships from Contractor to another qualified guardian.

F. Contractor shall develop a written plan of care annually, setting forth at least two (2) goals, for a Protected Person who does not receive ISP or IDT services. Contractor shall provide Agency the written plan of care for each Protected Person within thirty (30) days of execution of this Agreement. Contractor shall also provide to Agency any updated or revised written plan of care.

G. No Guardianship Coordinator shall carry a caseload of more than thirty (30) Protected

Persons.

H. Face-to-Face Visits. Caseload limits, consistent with NGA Professional Standards, ensure that the Guardianship Coordinator shall have at least one in-person, individual face-to-face visit per month with each Protected Person. Each face-to-face visit shall be documented by the signatures of both the guardian and the Protected Person or their authorized representative. If Contractor does not have the minimum monthly, in-person, individual face-to-face visit with the Protected Person as a result of the Protected Person's death, incarceration, residing on tribal land or other event, Contractor shall notify Agency in writing within twenty-four (24) hours after such event. Written notifications to Agency shall be by email or fax at the email or fax number designated at Paragraph 25 (Notices).

I. Civil Rights. Contractor shall ensure that Protected Persons' civil and other rights are protected. A Protected Person for whom a guardian has been appointed retains all legal and civil rights except those that have been expressly limited by court order. These civil rights include, but are not limited to, all those rights set forth in this Agreement's *Attachment C — Protected Person's Civil Rights*.

J. When applicable, Protected Person's Individual Service Plan (ISP) or Interdisciplinary Team (IDT) is to be used as a guideline by Contractor guardian to ensure that Protected Person's realistic vision is present in the ISP and actual progress is being made towards that vision. During face-to-face visits with Protected Person, Contractor and ISP team members shall ensure adequate participation of Protected Person in each meeting and strive to determine Protected Person's satisfaction with services and their quality of life. Contractor guardian may request an IDT meeting to revise and update the ISP whenever Protected Person demonstrates a new preference, strength or interest or if the working plan needs revision.

K. Case File Management. Contractor shall maintain current, complete and comprehensive case files on each Protected Person. All case files shall be segregated in a locked cabinet or locked file room and securely stored so as to protect the privacy of the Protected Person and to deny access by unauthorized persons. Where limited guardianship services are provided, the file shall contain only those items pertaining to the services provided. Where a required item is not applicable or unable to be obtained, a written justification shall be made in the Protected Person's file. The case file shall contain a table of contents that lists the location of each required item. Case files shall include:

(1) current background information form or coversheet that includes (when applicable), but is not limited to, a current color photograph of Protected Person (replaced annually); the assigned Guardianship Coordinator; Protected Person's residence address, type of residence, residential coordinator, telephone number; two names and addresses of an emergency contact or next of kin, if available; summary of Protected Person's documented diagnoses, gender, race/ethnicity, tribal affiliation and demographic information;

(2) sign-in sheet for each case showing the name and date of anyone other than the Guardianship Coordinator or their supervisor that has accessed the file;

(3) financial eligibility information, including a recent statement of income, public or private benefits, Medicaid eligibility, bank statements, trusts, copies of checks received and check stubs;

(4) personal financial information, including reconciliations of bank accounts, an accounting of personal property acquired or disposed of and an inventory of personal property receipts;

- (5) detailed individual budget, where appropriate.
- (6) legal documents authorizing Contractor to act on behalf of Protected Person (including court-endorsed Order Appointing Guardian, Letters and Acceptance), documents related to status hearings, court-endorsed reports filed with the court and court orders;
- (7) client complaint procedures form reviewed and signed annually by Protected Person or their authorized representative;
- (8) current and previous comprehensive medical and mental assessments by health care professionals that provide information about past history, diagnoses and services needed;
- (9) Individual Service Plan (ISP), Individualized Program Plan (IPP) for persons in Intermediate Care Facilities for the Mentally Retarded (ICF/MRs), Individual Treatment Plan or Individualized Education Plan (IEP) for Protected Person in other settings;
- (10) Plan of Care or Waiver Budget, if Protected Person receives these services;
- (11) values history for each Protected Person, where appropriate, with the Protected Person's values and advance directives as specified in the NGA Standards of Practice No.10;
- (12) consents, releases and freedom of choice selections;
- (13) notes concerning and documenting the guardian's visits with Protected Person, health care appointments, record reviews, accommodations, medical needs and other care;
- (14) reports of incidents and records of all incident investigations, including findings and outcomes, by the guardian or others;
- (15) correspondence, including requests for dispute resolution, letters and memoranda documenting concerns by or related to Protected Person;
- (16) personal identification information for each Protected Person, including birth certificate and social security documents; and
- (17) any other information documenting Protected Person's status.

L. Financial Records.

- (1) Contractor shall maintain detailed records specifying the date, amount of time (in quarter hour increments), nature of all services rendered and the identification of the person(s) providing the specific services to each Protected Person. Agency may require this information to be included in the Contractor's monthly invoice submitted to Agency.
- (2) All billing and case file records shall be subject to immediate inspection and copying by Agency, the New Mexico Department of Finance and Administration (DFA) and the New Mexico State Auditor. Agency shall have the right to audit all billings and monthly reports both before, and for five (5) years after, payment is made. Payment pursuant to this Agreement shall not foreclose Agency's right to recover any excessive, illegal or improper payments made to Contractor.
- (3) Outside Auditor. Agency may utilize an outside certified public accountant to audit Contractor's billings and guardianship services funded by Agency. Agency shall provide Contractor two (2) weeks advance written notice of such an audit. All written notifications shall be by email or fax at the email or fax number designated in Paragraph 25 (Notices). Contractor shall cooperate fully with Agency or certified public accountant's audit.

M. Quarterly Report. No later than the last day of the month following the end of the reporting quarter, Contractor shall submit a quarterly report to Contractor's assigned Compliance Officer that includes the following information for each month of the quarter:

- (1) full name of each Protected Person and their Agency client identification number;

- (2) caseload or number of Protected Persons (unduplicated count) served by each Guardianship Coordinator, identified by the specific guardianship service type (e.g., temporary, limited, plenary);
- (3) court-endorsed 90-Day and Annual reports filed with the court during the quarter for each Protected Person;
- (4) for at least five percent (5%) of Contractor's caseload, a brief narrative about individual Protected Persons served under this Agreement;
- (5) number of written complaints filed by a Protected Person or other interested person against Contractor or its Guardianship Coordinators, the date the complaint was received by Contractor, the Protected Person's name and whether the complaint was resolved or unresolved;
- (6) number and the percent of the total complaints that were resolved, and the number of days required to resolve each complaint;
- (7) number and the percent of the total complaints that were unresolved, and the date Contractor reported each unresolved complaint to Agency; and
- (8) whether Contractor receives any other form of payment for the same Protected Person (e.g., representative payee, Veterans Administration benefits, DD waiver, etc.).

N. Complaint Procedures.

- (1) Contractor shall have written procedures to address and resolve complaints by providing an internal, informal process for the timely resolution of complaints and concerns related to Protected Person and Contractor's operations and services, and for documenting the resolution of disputes, consistent with this Agreement's *Attachment A — Complaint Procedures*. The complaint procedure is subject to review, amendment and approval by Agency. A copy of the complaint procedures form reviewed and signed annually by Protected Person or authorized representative shall be in Protected Person's case file.
- (2) The written procedures shall comply with the requirements of Agency's rules regarding complaints (9.4.21.14 NMAC).
- (3) The Guardianship Coordinator assigned to Protected Person shall be present at any Agency onsite visit to investigate a complaint.

O. Incident Reporting. Contractor shall provide, in writing, the following information regarding any allegations of abuse, neglect or exploitation of Protected Person to Agency:

- (1) When received by Contractor, copies of all closed reports from Department of Health's Division of Health Improvement (DHI) and Aging and Long Term Services Department's Adult Protective Services (APS), noting whether the case was confirmed, substantiated or unsubstantiated;
- (2) Copies of all correspondence made to DHI Licensing and Certification, APS or Attorney General's Medicaid Fraud and Elder Abuse Division involving Protected Person or group of Protected Persons and alleging abuse, neglect, exploitation or civil rights violations; and
- (3) Copies of all tort claim notices provided to the General Services Department's Risk Management Division.

P. Insurance. Contractor shall obtain and maintain professional liability insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000). Insurance shall cover acts of misconduct, violations of fiduciary duties and civil and criminal misconduct by Contractor and its Guardianship Coordinators. Insurance shall be obtained through a company licensed to do

business in New Mexico and in good standing. The State of New Mexico Developmental Disabilities Planning Council shall be identified as an Additional Insured. Within ten (10) days after the effective date of this Agreement, Contractor shall provide Agency a copy of any insurance policy.

Q. Fidelity Bond. Contractor shall obtain and maintain a fidelity bond covering each person who handles Protected Person funds or funds under this Agreement, including persons authorizing payment of such funds. Contractor shall submit a copy of the fidelity bond to Agency within ten (10) days after the effective date of this Agreement. Contractor shall provide Agency thirty (30) days written notice of bond cancellation.

(1) The fidelity bond shall provide for indemnification of losses occasioned by (a) any fraudulent or dishonest act or acts committed by any of Contractor's employees or agents acting alone or in collusion, and (b) the failure of Contractor or its employees or agents to perform faithfully any duty or properly account for all monies and property received or entrusted by Contractor.

(2) If the total amount of this Agreement is less than One Hundred Thousand Dollars (\$100,000) per year, the minimum fidelity bond shall be Ten Thousand Dollars (\$10,000). If the total Agreement amount is more than One Hundred Thousand Dollars (\$100,000) per year, the fidelity bond shall be in an amount equal to twenty-five percent (25%) of the total Agreement amount. The fidelity bond shall remain in effect for the term of this Agreement plus thirty (30) days.

(3) The fidelity bond shall include Third Party coverage for the property of Protected Persons. In lieu of a Third Party fidelity bond, Agency reserves the right to require a financial guarantee (surety) bond naming Agency as Oblige and in an amount to be determined. Agency may waive either of these bond requirements. If Contractor is a sole proprietorship or partnership, the proprietor or partners shall be considered employees or agents under the terms of the fidelity bond. The State of New Mexico Developmental Disabilities Planning Council shall be named as Loss Payee.

R. Notice of Death, Serious Injury or Elopement. Written notifications to Agency shall be by email or fax at the email or fax number designated at Paragraph 25 (Notices).

(1) Within twenty-four (24) hours after learning of the death of any Protected Person, Contractor shall file a Notice of Death with the court having jurisdiction and provide the court-endorsed Notice to Agency. Within thirty (30) days after the death, Contractor shall provide the court-endorsed Final Report of Guardian to Agency.

(2) Within twenty-four (24) hours after learning of any life threatening or serious injury sustained by a Protected Person, Contractor shall notify Agency in writing.

(3) Within thirty-six (36) hours after learning of a Protected Person missing (eloping) from residence, Contractor shall (a) file a missing person's report with a law enforcement agency in the Protected Person's last known county of residence and provide a copy to Agency, and (b) file a Notice of Elopement with the court and provide the court-endorsed Notice to Agency.

S. Assignments. Contractor shall obtain written approval and assignment of guardianship from Agency, in order to be paid by Agency for guardianship services. Agency assignment may be through notice by email, including a Protected Person detail sheet.

(1) If a state entity, such as APS or a court, requests Contractor to be a guardian, and before

Contractor accepts court appointment as a guardian, Contractor must receive written assignment from Agency in order to be paid by Agency.

(2) Contractor may select a Guardianship Coordinator to serve Protected Person, but shall consider Agency's criteria and the best interests of Protected Person. (For example, Agency's assignment or detail sheet may indicate Protected Person needs a guardian of a specific gender or background.)

T. Notice of Changes. Contractor shall notify Agency:

- (1) of any change in Protected Person's contact information;
- (2) of any change in Contractor's contact information;
- (3) of any change in the level of assets or resources that may make a Protected Person ineligible for Medicaid or a similar public benefit, and thus ineligible for State-funded guardianship services, within thirty (30) days after Contractor receives such information; and
- (4) if it learns that a family member may be willing, suitable and able to serve as the guardian of Protected Person so that Agency may determine if a transfer of guardianship is appropriate.

U. Comprehensive Evaluations of Protected Persons. Contractor shall comply with 9.4.21.18 NMAC if Protected Person appears to have made gains in their capacity or be in need of increased protection such that a court's review of the guardianship appears indicated.

V. Resignation and Termination as Guardian; Transfer to Successor Guardian.

(1) If Contractor wants to resign from or terminate serving as a court-appointed guardian for Protected Person (for any reason other than Protected Person's death), Contractor shall provide written notice to Agency of Contractor's intent to resign or terminate guardianship and detailed reasons for doing so. Contractor shall provide written notice to Agency at least ninety (90) days before asking the court to accept its resignation or terminate the guardianship.

(2) If Contractor wants to transfer guardianship of Protected Person to a successor guardian, Contractor shall provide written notice to Agency of Contractor's desire to transfer guardianship and detailed reasons for doing so. Contractor shall request, in writing, that Agency initiate transfer proceedings for Protected Person.

(3) Contractor shall adhere to Agency requirements regarding transfers and assignments.

(4) Contractor shall be responsible for all costs and expenses of any resignation, termination or transfer it has requested. If Agency authorizes Contractor to hire its own legal counsel, guardian ad litem or court visitor for any legal proceedings related to resignation as guardian, termination of guardianship or transfer of guardianship, Contractor shall be solely responsible for all associated costs and expenses.

(5) Throughout any resignation, termination or transfer proceeding, Contractor shall name Agency as an Interested Person and shall provide notice to Agency of all legal proceedings, including court hearings and status conferences.

(6) Agency shall reassign a successor guardian and shall make reasonable efforts to have a successor guardian appointed by the court. Contractor shall not itself arrange for a particular person to be appointed as successor guardian.

(7) Contractor shall continue to serve as the court-appointed guardian until the court orders otherwise or appoints a successor guardian.

W. Mandatory Annual Contractors Meeting. There shall be an annual Contractors meeting that Contractors must attend. Contractor and its Guardianship Coordinators must know and comply with all information presented at this meeting. Agency will notify Contractor at least thirty (30) days in advance of the meeting date, time and location. Agency may reimburse Contractor at DFA-approved mileage and per diem rates if the required distance traveled exceeds fifty (50) miles one way. Mileage shall be calculated pursuant to www.randmcnally.com.

X. Access to Records.

(1) When requested, or during Agency's visit with Protected Person, Contractor shall immediately produce any and all records of Protected Person. If Contractor cannot produce the records immediately, it shall produce those records on or before the close of business the day following the request. Contractor's failure or refusal, without good cause shown, to produce the records on or before the close of business the day following the request, shall constitute a breach of this Agreement and Agency may deny payment to Contractor for that Protected Person for the month the records were not timely produced.

(2) Within twenty-four (24) hours after entry of a court's order transferring guardianship to a successor guardian, Contractor (predecessor guardian) shall transmit the contents of the original case file and all personal property of the Protected Person to the successor guardian. Contractor's failure or refusal, without good cause shown, to timely transfer the complete case file shall constitute a breach of this Agreement and Agency may impose any sanction it deems appropriate and may deny payment to Contractor for that Protected Person for the month the records were not timely transferred.

Y. Onsite Visit/Comprehensive Services Review. Agency may periodically conduct an onsite comprehensive services review to ensure the delivery of quality services consistent with the terms of this Agreement. Agency may conduct both an annual comprehensive services review and a follow-up review of identified program deficiencies. The services review may include, but not be limited to, an examination of the following:

(1) Protected Persons are living in clean, safe, normalized conditions that are least restrictive, promote independence and autonomy and are appropriate to their needs;

(2) Contractor establishes and implements an adequate complaint procedure, accessible to all Protected Persons;

(3) Protected Persons' rights are adequately safeguarded;

(4) termination of Protected Person's services is appropriate under the circumstances;

(5) staff is qualified by education, training and experience to perform the duties of guardian under the NGA Standards of Practice;

(6) Contractor adopts and implements policies and procedures that are consistent with the NGA Standards of Practice;

(7) Contractor maintains an internal quality assurance mechanism;

(8) Contractor complies with contract terms and conditions, including maintenance of client files, and maximum caseload limitations;

(9) Contractor maintains insurance and bonding requirements;

(10) Contractor maintains adequate billing and accounting records sufficient to verify compliance with this Agreement; and

(11) All Guardianship Coordinators shall be available for any Agency onsite visit or comprehensive services review.

Z. Corrective Action Plan. If Contractor fails to meet its performance standards or obligations under this Agreement, Agency has the sole discretion to implement a corrective action plan. Agency shall notify Contractor in writing of the deficiencies leading to the need for a corrective action plan. The requirements regarding corrective action plans are prescribed by this Agreement's *Attachment B — Corrective Action Plan*. If Agency determines Contractor failed to implement a proper internal complaint procedure, to implement a corrective action plan, to timely address Protected Person's needs or meet the NGA standards, Agency has the right to (1) withhold payment from Contractor, (2) terminate this Agreement, (3) seek reimbursement, damages and attorney fees from Contractor for transferring guardianship of any Protected Persons from Contractor to another guardian, (4) file a claim with Contractor's insurance and bond providers, and/or (5) seek further redress through state and federal law.

B. TECHNICAL SPECIFICATIONS

N/A

1. Organizational Experience

Offerors **must**:

Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of guardianship services provided to private sector will also be considered;

2. Organizational References

Provide three (3) external letters of reference from providers serving clients who have received guardianship or other services similar to those described in the Scope of Work from the Offeror within the last five years. Letters of reference must include the name of the company providing the letter and include a current address, contact person with telephone number, and date and description of the services provided by the Offeror. Include the contact information in the main narrative, and submit the letters as a separate appendix.

Client/Individual References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the DDPC reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

3. Mandatory Specification

- A. Evaluation of Proposals-The DDPC Program Committee will conduct a comprehensive, fair, and impartial evaluation of proposals submitted in response to this RFP. All proposals will be reviewed for compliance with the mandatory requirements stated in the RFP. Proposals which are non-responsive, missing key elements, or received after the deadline will not be considered, and the DDPC will provide a letter stating the reason for the elimination.
2. The Procurement Manager may contact the Offeror for clarification of the response, as noted in Section II.
 3. The DDPC Program Committee will serve as the Evaluation Committee, and will evaluate each responsive proposal on the basis of its technical merit. DDPC reserves the right to use technical advisors in this process. DDPC reserves the right to have other Council, members not on the Program Committee, serve on the Evaluation Committee.
 4. The Evaluation Committee may use other sources of information to perform the evaluation.
 5. Responsive proposals will be evaluated based on the responses to the Factors set forth in Factors I through IV, which have been assigned maximum point values. These point values are summarized in each Factor below.
 6. Any serious deficiency in the response to any one factor, not including the required documents listed in Factor III, may be used for deeming the proposal non-responsive and resulting in immediate rejection.
 7. The responsive Offerors with the highest scores based upon the proposals submitted will be selected as finalists. Finalists may be asked to or may choose to submit a revised proposal for the purpose of obtaining best and final offers, and will have their points recalculated accordingly.
 8. Preference will be given to New Mexico businesses and to New Mexico resident veteran businesses.
 - i. If the business is authorized to do business in New Mexico as defined in NMSA 1978 §13-1-22, and the business submits a copy of their three-year preference certificate issued by the Taxation and Revenue Department, the business will be awarded up to 5 additional points.
 - ii. If in addition to submitting the preference certificate described in item 9.i above the business is also owned by a resident veteran, and the Resident Veterans Preference Certification is completed and submitted with the proposal and the three-year preference certificate issued by the Taxation and

Revenue Department, the business will be awarded up to 10 additional points.

- iii. The New Mexico business and the New Mexico resident veteran business points are mutually exclusive.

B. Evaluation Point Summary

The following is the summary of Section IV specifications and points assigned to each factor. These factors will be used in the evaluation of proposals submitted in response to this RFP.

Proposals may be no longer than twenty (20) pages in total. Resumes and appendices are not included in this total.

Factor I. Organizational Experience and Performance (35 Points)

Offerors must respond to this Factor in narrative form, as it relates to their entire agency or organization, using a numbered format.

1. Describe your (a) mission (b) goals and (c) values. (3 points)
2. Include the organizational chart for the entire agency. Identify and explain staff functions pertinent to the scope of work detailed in this RFP. (3 points)
3. Provide the names, job titles, job descriptions, and qualifications of all guardianship coordinators who will be responsible for completing work related to guardianship services outlined in this RFP. (3 points)
4. For all individuals named in item 3, include copies of resumes and appropriate professional certifications. (3 points)
5. Describe how you will ensure that guardianship coordinators assigned to Protected Persons possess sufficient current knowledge of disabilities, including but not limited to developmental disabilities and mental health disabilities and the resources available to Protected Persons. Describe your organization's ability to ensure guardianship coordinators have the ability to meet the requirements of this Scope of Work and to comply with applicable State and Federal regulations, and with the National Guardianship standards and ethics. (4 points)
6. Describe your organization's experience in working with similar populations.
7. Describe your organization's geographical service area. If your organization plans to expand its geographical service area, please discuss how this will be accomplished. (3 points)
8. Provide evidence of compliance with previous contract requirements, including contracts related to similar services. Evidence of compliance may include a statement of compliance issued by a previous contractor, copies of corrective action plans that

were successfully instituted, letters documenting the timely submission of reports, or other compliance documentation. (4 points)

9. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy concluded within the last five years, any current investigation of your organization or its parent, affiliates, or subsidiaries, and/or any substantiated complaints made against your organization or any individual acting in an official capacity of the organization that may have bearing on the operation of your organization and its capacity to meet the requirements in the Scope of Work. (3 points)
10. Include a signed copy of the "Statement of Assurances" form (Appendix D) and all applicable items listed on the form. (3 points) Those items include:
 - a. Corporate/Non-Profit Organization documents (as applicable)
 - i. Agency article of incorporation, as approved by the New Mexico Public Relation Commission (if applicable)
 - ii. Agency by-laws (if applicable)
 - iii. Annual corporate report, as filed with the New Mexico Public Regulation Commission (if applicable)
 - b. Financial Status documents
 - i. Current fiscal report (if applicable – i.e. profit/loss statement, quarterly reports, etc.)
 - ii. Audited financial statements for the three most current years, including the independent auditor's summary of findings (if applicable - management letter)
 - iii. Two most recent internally prepared quarterly financial statements
 - iv. Proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipt tax; or proof of grant of an exception from payment of federal income tax under the Internal Revenue Code of 1954, 26USC Section 501(C)(3) (Required)
 - c. Board of Directors documents (Required - whichever is applicable)
 - i. A complete list of all current members of the agency's board of directors, including name and title; address; date and term on board; and occupation
 - ii. If no board of directors, please describe the governance structure.
 - d. Statement of Compliance Agreement with all Federal and State legal regulations
 - e. Proof of Professional Liability Insurance

- f. Proof of Surety Bond
 - g. Pay Equity Reporting Form PE10-249 or PE-250, or certification that your organization or company is exempt from pay equity reporting
11. Provide three (3) external letters of reference from clients who have received guardianship or other services similar to those from the Offeror within the last five years. Letters of reference must include the name of the individual providing the letter and include a current address, contact person with telephone number, and date and description of the services provided by the Offeror. Include the contact information in the main narrative, and submit the letters as a separate appendix.

Factor II. Other Administrative Responsibilities (30 Points)

12. Describe your organizational capacity, and state your willingness, to comply with all reporting requirements under the contract and to coordinate, as necessary, with the DDPC. (3 points)
13. Describe your organizational capacity, and state your willingness, to attend and participate in DDPC meetings, other meetings as appropriate, and ad hoc conference calls as requested by the DDPC, and to provide input on issues as requested. (3 points)
14. Describe your organizational capacity, and state your willingness, to participate in staff review activities. (3 points)
15. Describe your organization's internal compliance process, and how that program will be able to support DDPC staff review activities. (3 points)
16. Describe your organizational capacity, and state your willingness, to respond in a timely and complete manner to the DDPC. (3 points)
17. Describe your organizational capacity to maintain detailed records that document individual face-to-face contacts with participants and to ensure that these records are readily available for inspection by the DDPC, the DFA, or the State Auditor, in accordance with the DDPC's right to audit billing and payments, to contest billing or portions thereof, and to recover excessive or illegal payments made to the Offeror. (3 points)
18. Describe your organizational capacity, and state your willingness, to ensure that any confidential information provided to your organization in the performance of the Scope of Work described in this RFP will not be made available to any individual or organization without prior written approval by the DDPC. (3 points)
19. Describe your organizational capacity, and state your willingness, to submit quarterly reports and Medicaid Reports to the DDPC which will include, but are not limited to, demographic and statistical information. (3 points)
20. Describe your organizational capacity, and state your willingness, to submit other reports to the DDPC as requested. (3 points)

21. Describe your organizational capacity, and state your willingness, to ensure that a bill is submitted monthly to the DDPC, and that this bill reflects only those individuals assigned to the contractor by the courts. (3 points)

Factor III. Quality Assurance and Program Integrity

22. Describe your organization's quality of service, and commit to maintaining or improving upon that quality of service. (6 points)
23. Describe your organization's capacity and procedures to abide by all Federal and State laws, rules, regulations, and to executive orders of the Governor of the State of New Mexico, that pertain to equal opportunity. Assure the DDPC that no New Mexico citizen shall be denied the benefit of any activity performed under a contract awarded based on this RFP, or be otherwise subjected to discrimination on the grounds of race, color, national origin, gender, sexual orientation, age, disability, or religion; and describe your organization's capacity to carry through on this commitment. (3 points)
24. Describe your organization's capacity, and state your willingness, to comply with all applicable New Mexico regulations, including those promulgated by the DDPC, and with the DDPC's rules and policies. (3 points)
25. Describe your organization's capacity, and state your willingness, to comply with the DDPC program definitions as they pertain to the services provided under the contract. (3 points)

Factor IV. Cost Proposal Budget and Justification (20 Points)

26. How many protected persons do you currently provide court-ordered guardianship services for? (5 points)
27. What is your total capacity for guardianship services (number of certified guardians multiplied by allowed number of clients (30) per guardian)? (5 points)
28. How many protected persons do you propose to provide services for under this contract? (5 points)
29. If there is a difference between the number of protected persons you propose to provide services for and your total capacity, please explain. (5 points)
30. Under contracts awarded pursuant to this RFP, the DDPC Office of Guardianship will pay \$304.16 per month per protected person, or more if the budget allows. Using your proposed service load from IV.28, and the per month amount, determine the total annual contract amount you are applying for, and enter that amount in the "amount requested" line on the cover sheet to this proposal.

Additional Factors: Resident Business Certificates and Resident Veteran Business Certification

Additional points, above and beyond the 100 points which may be awarded under Factors I through IV, will be given to New Mexico businesses and to New Mexico resident veteran businesses.

If the business is authorized to do business in New Mexico as defined in NMSA 1978 §13-1-22, and the business submits a copy of their three-year preference certificate issued by the Taxation and Revenue Department, the business will be awarded up to 5 additional points.

If in addition to submitting the preference certificate described above the business is owned by a resident veteran, and the Resident Veterans Preference Certification is completed and submitted with the proposal and the three-year preference certificate issued by the Taxation and Revenue Department, the business will be awarded up to 10 additional points.

The New Mexico resident business and the New Mexico resident veteran business points are mutually exclusive.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	Points must be assigned and defined for all factors (must total 100% of available points)
B. 1. Factor I - Organizational Experience	35
B. 2. Factor II - Other Administrative Responsibilities	30
B. 3. Factor III - Quality Assurance and Program Integrity	15
B. 4. Factor IV - Cost Proposal Budget and Justification	20
B. 5. Additional Factors	
TOTAL	100 Points
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	5 Additional Points
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	10 Additional Points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Factor 1 - Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

Factor I. Organizational Experience and Performance (35 Points)

Offerors must respond to this Factor in narrative form, as it relates to their entire agency or organization, using a numbered format.

1. Describe your (a) mission (b) goals and (c) values. (3 points)
2. Include the organizational chart for the entire agency. Identify and explain staff functions pertinent to the scope of work detailed in this RFP. (3 points)

3. Provide the names, job titles, job descriptions, and qualifications of all guardianship coordinators who will be responsible for completing work related to guardianship services outlined in this RFP. (3 points)
4. For all individuals named in item 3, include copies of resumes and appropriate professional certifications. (3 points)
5. Describe how you will ensure that guardianship coordinators assigned to Protected Persons possess sufficient current knowledge of disabilities, including but not limited to developmental disabilities and mental health disabilities and the resources available to Protected Persons. Describe your organization's ability to ensure guardianship coordinators have the ability to meet the requirements of this Scope of Work and to comply with applicable State and Federal regulations, and with the National Guardianship standards and ethics. (4 points)
6. Describe your organization's experience in working with similar populations.
7. Describe your organization's geographical service area. If your organization plans to expand its geographical service area, please discuss how this will be accomplished. (3 points)
8. Provide evidence of compliance with previous contract requirements, including contracts related to similar services. Evidence of compliance may include a statement of compliance issued by a previous contractor, copies of corrective action plans that were successfully instituted, letters documenting the timely submission of reports, or other compliance documentation. (4 points)
9. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy concluded within the last five years, any current investigation of your organization or its parent, affiliates, or subsidiaries, and/or any substantiated complaints made against your organization or any individual acting in an official capacity of the organization that may have bearing on the operation of your organization and its capacity to meet the requirements in the Scope of Work. (3 points)
10. Include a signed copy of the "Statement of Assurances" form (Appendix D) and all applicable items listed on the form. (3 points) Those items include:
 - a. Corporate/Non-Profit Organization documents (as applicable)
 - i. Agency article of incorporation, as approved by the New Mexico Public Relation Commission (if applicable)
 - ii. Agency by-laws (if applicable)
 - iii. Annual corporate report, as filed with the New Mexico Public Regulation Commission (if applicable)
 - b. Financial Status documents

- i. Current fiscal report (if applicable – i.e. profit/loss statement, quarterly reports, etc.)
 - ii. Audited financial statements for the three most current years, including the independent auditor’s summary of findings (if applicable - management letter)
 - iii. Two most recent internally prepared quarterly financial statements
 - iv. Proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipt tax; or proof of grant of an exception from payment of federal income tax under the Internal Revenue Code of 1954, 26USC Section 501(C)(3) (Required)
 - c. Board of Directors documents (Required - whichever is applicable)
 - i. A complete list of all current members of the agency’s board of directors, including name and title; address; date and term on board; and occupation
 - ii. If no board of directors, please describe the governance structure.
 - d. Statement of Compliance Agreement with all Federal and State legal regulations
 - e. Proof of Professional Liability Insurance
 - f. Proof of Surety Bond
 - g. Pay Equity Reporting Form PE10-249 or PE-250, or certification that your organization or company is exempt from pay equity reporting
11. Provide three (3) external letters of reference from providers serving clients who have received guardianship or other services similar to those described in the Scope of Work from the Offeror within the last five years. Letters of reference must include the name of the company providing the letter and include a current address, contact person with telephone number, and date and description of the services provided by the Offeror. Include the contact information in the main narrative, and submit the letters as a separate appendix.

4. B. 2 Factor II – Other Administrative Responsibilities

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

12. Describe your organizational capacity, and state your willingness, to comply with all reporting requirements under the contract and to coordinate, as necessary, with the DDPC. (3 points)

13. Describe your organizational capacity, and state your willingness, to attend and participate in DDPC meetings, other meetings as appropriate, and ad hoc conference calls as requested by the DDPC, and to provide input on issues as requested. (3 points)
14. Describe your organizational capacity, and state your willingness, to participate in audit activities. (3 points)
15. Describe your organization's internal compliance process, and how that program will be able to support DDPC audit activities. (3 points)
16. Describe your organizational capacity, and state your willingness, to respond in a timely and complete manner to the DDPC. (3 points)
17. Describe your organizational capacity to maintain detailed records that document individual face-to-face contacts with participants and to ensure that these records are readily available for inspection by the DDPC, the DFA, or the State Auditor, in accordance with the DDPC's right to audit billing and payments, to contest billing or portions thereof, and to recover excessive or illegal payments made to the Offeror. (3 points)
18. Describe your organizational capacity, and state your willingness, to ensure that any confidential information provided to your organization in the performance of the Scope of Work described in this RFP will not be made available to any individual or organization without prior written approval by the DDPC. (3 points)
19. Describe your organizational capacity, and state your willingness, to submit quarterly reports and Medicaid Reports to the DDPC which will include, but are not limited to, demographic and statistical information. (3 points)
20. Describe your organizational capacity, and state your willingness, to submit other reports to the DDPC as requested. (3 points)
21. Describe your organizational capacity, and state your willingness, to ensure that a bill is submitted monthly to the DDPC, and that this bill reflects only those individuals assigned to the contractor by the courts. (3 points)

5. B.3 Factor III – Quality Assurance and Program Integrity

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

22. Describe your organization's quality of service, and commit to maintaining or improving upon that quality of service. (6 points)

23. Describe your organization's capacity and procedures to abide by all Federal and State laws, rules, regulations, and to executive orders of the Governor of the State of New Mexico, that pertain to equal opportunity. Assure the DDPC that no New Mexico citizen shall be denied the benefit of any activity performed under a contract awarded based on this RFP, or be otherwise subjected to discrimination on the grounds of race, color, national origin, gender, sexual orientation, age, disability, or religion; and describe your organization's capacity to carry through on this commitment. (3 points)
24. Describe your organization's capacity, and state your willingness, to comply with all applicable New Mexico regulations, including those promulgated by the DDPC, and with the DDPC's rules and policies. (3 points)
25. Describe your organization's capacity, and state your willingness, to comply with the DDPC program definitions as they pertain to the services provided under the contract. (3 points)

6. B.4 Factor IV – Cost Proposal Budget and Justification

26. How many protected persons do you currently provide court-ordered guardianship services for? (5 points)
27. What is your total capacity for guardianship services (number of certified guardians multiplied by allowed number of clients (30) per guardian)? (5 points)
28. How many protected persons do you propose to provide services for under this contract? (5 points)
29. If there is a difference between the number of protected persons you propose to provide services for and your total capacity, please explain. (5 points)
30. Under contracts awarded pursuant to this RFP, the DDPC Office of Guardianship will pay \$304.16 per month per protected person, or more if the budget allows.

31. B.5 Additional Factors – Resident Business Certificates and Resident Veteran Business Certification

Additional points, above and beyond the 100 points which may be awarded under Factors I through IV, will be given to New Mexico businesses and to New Mexico resident veteran businesses.

If the business is authorized to do business in New Mexico as defined in NMSA 1978 §13-1-22, and the business submits a copy of their three-year preference certificate issued by the Taxation and Revenue Department, the business will be awarded up to 5 additional points.

If in addition to submitting the preference certificate described above the business is owned by a resident veteran, and the Resident Veterans Preference Certification is completed and submitted with the proposal and the three-year preference certificate issued by the Taxation and Revenue Department, the business will be awarded up to 10 additional points.

The New Mexico resident business and the New Mexico resident veteran business points are mutually exclusive.

32. B.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Developmental Disabilities Planning Council – Guardianship Program

17-

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than February 5, 2016. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Kathy Coates, Procurement Manager
Developmental Disabilities Planning Council – Guardianship Program

17-

625 Silver SW, Suite 100
Albuquerque, New Mexico 87102
(505) 841-4554
Fax: (505) 841-4590
E-mail: Kathleen.coates@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

APPENDIX D

COST RESPONSE FORM

Sample Below

(Buyers note: Ensure statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits are complied with when establishing Pricing/Term periods or extension pricing)

Description	Type	Quantity	Cost per Client/Per Month
Corporate Guardianship	Corporate		\$304.16

Base Period: (July 1, 2016 – June 30, 2017) Price: \$ 304.16/per client
 (includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 1: (July 1, 2016 – June 30, 2017) Price:\$ _____
 (includes all transportation, training, taxes and profit to provide the Guardianship Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (July 1, 2017 – June 30, 2018) Price:\$ _____
 (includes all transportation, training, taxes and profit to provide the Guardianship Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (July 1, 2018 – June 30, 2019) Price:\$ _____
 (includes all transportation, training, taxes and profit to provide the Guardianship Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (July 1, 2019 – June 30, 2020) Price:\$ _____ (includes all transportation, fees and taxes to provide the Guardianship Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each client reference listed. The client reference, in turn, is requested to submit the Reference Form directly to: Kathleen Coates, Procurement Manager, c/o Developmental Disabilities Planning Council – 625 Silver SW, Suite 100, Albuquerque, New Mexico 87102 by February 12, 2016 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Client references provided may be contacted for validation of content provided therein.

**RFP # Developmental Disabilities Planning Council – 17-
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Developmental Disabilities Planning Council via facsimile or e-mail at:

Name: Kathleen Coates, Procurement Manager
Address: 625 Silver SW, Suite 100
Albuquerque, New Mexico 87102

Telephone: 505-841-4554
Fax: 505-841-4590
Email: Kathleen.coates@state.nm.us

no later than February 12, 2016 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	N/A

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the services provided by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX G
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.