

REQUEST FOR PROPOSALS

No. J16002

TO PROVIDE GUARDIAN AD LITEM
AND/OR LEGAL COUNSEL
SERVICES for the FAMILY COURT OF THE
SECOND CIRCUIT
DURING THE PERIOD JULY 1, 2015
THROUGH JUNE 30, 2017

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

NOTICE TO APPLICANTS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- FAX number
- Name of Contact Person
- E-mail Address

REQUEST FOR PROPOSALS NO J15xxxxxx.
TO PROVIDE GUARDIAN AD LITEM AND/OR LEGAL COUNSEL SERVICES FOR THE FAMILY COURT, FAMILY COURT DRUG COURT , and LEGAL COUNSEL FOR YOUNG ADULT VOLUNTARY FOSTER CARE PROGRAM FOR THE FAMILY COURT THROUGH THE FAMILY COURT OF THE SECOND CIRCUIT DURING THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2017
Judiciary, State of Hawaii
December 16, 2014

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Guardian Ad Litem (GAL) and/or Legal Counsel for the Family Court, Legal Counsel for cases arising out of Hawaii Revised Statutes (HRS) Chapter 346, Part XIX (Young Adult Voluntary Foster Care Program) for the Family Court, and Family Court Drug Court (FCDC) for Parents Services for the Family Court of the Second Circuit during the period July 1, 2015 through June 30, 2017. The contract term will be for two (2) years from July 1, 2015 through June 30, 2017. Contracts may be extended for two (2) years from July 1, 2017 through June 30, 2019, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

Attached is a packet of materials which outlines the requirements for proposal applications. It includes the administrative requirements, service specifications, application form, and other information. This RFP is also available on our Judiciary web site at: <http://www4.hawaii.gov/jud>.

Persons or organizations must submit one (1) original set of their completed proposal and they **must be postmarked before midnight on January 23, 2015 or hand delivered by 4:00 p.m., Hawaii Standard Time, January 23, 2015**, to the following address:

The Judiciary, State of Hawaii
Financial Services Office
Kauikeaouli Hale
1111 Alakea Street., 6th Floor
Honolulu, Hi 96813-2807

Proposals postmarked or hand delivered after the above due date and times will not be considered and will be returned to the applicant.

Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended. The actual funding of the contract will be based on the proposal applications submitted by the applicants and the services required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

Please contact Kim Cuadro, Program Specialist, Second Circuit at (808) 244-2729 if you have any questions regarding this RFP. Contract questions may be directed to Jonathan Wong in the Contract & Purchasing Office at (808) 538-5805.

Janell M. Kim
Financial Services Administrator

(SPO & JUD Website: December 16, 2014)

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Attachments:

- Guardian Ad Litem/Legal Counsel Application Form
- Consent Form
- General Conditions
- Procedural Requirements

SECTION ONE - INTRODUCTION

1.1 INTRODUCTION

Scope of Work contained herein describe the scope and nature of the work required of the Provider (hereinafter referred to as GAL and/or Legal Counsel), who shall be engaged by the Judiciary, State of Hawaii (hereinafter referred to as the “Judiciary”). Under the provisions of the Child Protection Act, HRS Chapter 587A, a GAL shall be appointed for children, and legal counsel may be appointed for parents and for young adults participating in the Voluntary Foster Care program. GALs may also be appointed in HRS Chapter 587A and in HRS Chapter 571 proceedings. The Judiciary will contract with a limited number of organizations or independent providers (Non-attorneys are encouraged to apply to provide guardian ad litem services) capable of providing these services for the period covering July 1, 2015 through June 30, 2017, with the option that the contract may be extended for two (2) years from July 1, 2017 through June 30, 2019. The total contract period, including extensions, shall not exceed forty-eight (48) months. Contracts extended beyond the initial contract period shall be subject to appropriation and availability of funds, satisfactory performance of services by provider and if deemed in the best interest of the Judiciary.

The instructions for submitting a proposal are intended to assist qualified organizations or person(s) interested in preparing proposals to conduct the work described herein.

1.2 SIGNIFICANT DATES

Advertisement	December 16, 2014
Orientation Session (Attendance is OPTIONAL)	December 22, 2014, 9:00am to 12:00pm Hoapili Hale, 2145 Main Street, Multi-Purpose Room 416
Deadline for Written Questions	December 30, 2014
Response to Written Questions	January 13, 2014
PROPOSALS DUE	January 23, 2015; 4:00pm HST
Tentative Award Date	May 30, 2015
Commencement of Work	July 1, 2015

END OF SECTION

SECTION TWO - SCOPE OF WORK

2.1 OBJECTIVES

The objectives are to assist the Judiciary to provide Legal Counsel services for indigent parents and young adults participating in the Voluntary Foster Care program under HRS Chapter 346, Part XIX (Young Adult Voluntary Foster Care Program), Guardian Ad Litem (GAL) services for parties in HRS Chapter 587A, and GAL services for children in HRS Chapter 571 proceedings. Non-attorneys are encouraged to apply to provide guardian ad litem services. GAL and Legal Counsel services may include active cases under court jurisdiction in HRS Chapters 571 and 587A. Legal Counsel services include cases under HRS Chapter 586 proceedings who desire and qualify to participate in the Family Court Drug Court (FCDC) program, and also for those who wish to participate in the Young Adult Voluntary Foster Care Program.

The originally assigned GAL shall continue to represent the child(ren) in the cases transferred to the FCDC program unless representation is determined by the court to not be in the best interest of the minor. In the event of an appeal in any new and/or carry over case, the Contractor shall continue to provide Legal Counsel services unless discharged by the court.

2.1.1 Guardian Ad Litem services will include, but not be limited to the following:

- a. Act as an independent fact finder to ascertain the facts and circumstances of the child's situation.
- b. Ascertain the interests of the child, including maintaining a trusting relationship with the child via face-to-face contact in the child's family or foster home at least once every three months.
- c. Advocate for the best interests of the child, and for the prompt resolution of the child's situation.
- d. Seek cooperative resolutions to the child's situation.
- e. Observe a visitation with parent(s) if the child is in foster care prior to reunification.
- f. Provide written reports of findings and recommendations to the court and all parties at each hearing, unless otherwise waived by the court. Inform the court of the child's perceived interests if they differ from those being advocated by the child's GAL.
- g. Monitors implementation of service plans and disposition orders as ordered by the court, to ensure that services are being provided, are provided in a timely manner, and are accomplishing their desired goal.
- h. Promptly provide a written report to the court if services are not being made available to the child and/or family or if the child is in an unsafe situation.

- i. Appears at all hearings.
 - j. Ensures the child's understanding of court proceedings.
- 2.1.2 FCDC GAL Services will include, but not be limited to, the requirements of section 2.1.1 and the following:
- a. Participate fully as an active member of the FCDC Team that ultimately speaks with a single voice; attend all team meetings weekly or as otherwise indicated by the treatment plan on behalf of a child.
 - b. Appear at all FCDC court hearings to protect and promote the needs and interests of the child.
 - c. Be available to perform a minimum of 84 hours of GAL duties over the course of the twelve (12) month FCDC program.
- 2.1.3 Legal Counsel will provide legal services to parents of children in abuse/neglect cases. Services will include, but not be limited to the following:
- a. Inform parents of their rights and responsibilities in abuse/neglect cases.
 - b. Counsel parents on their options and the consequences of their choices.
 - c. Communicate with clients keeping them informed of all proceedings.
 - d. Seek cooperative resolutions to the matter.
 - e. Provide full representation to clients in the event a case is set for trial.
 - f. Prepare and file motions for reconsideration and motions to set aside defaults.
 - g. A Contractor assigned as legal counsel may remain active in Family Supervision cases for up to one (1) year from date of appointment.
 - h. In the event the client does not prevail at trial the Contractor shall explain and discuss with the client their right to file an appeal, and continue to provide legal representation throughout the appeal unless discharged by the court. The attorney of record shall, upon the commencement of the appeal process be compensated according to Section 571-87, Hawaii Revised Statutes.
- 2.1.4 Legal Counsel services for the FCDC are limited to providing consultation solely for the purpose of assisting the parents in deciding whether to participate in the FCDC program, and are provided only at the pre-admission stage of the FCDC process to:
- a. Inform parents/parties of their rights and responsibilities in child protective proceedings.

- b. Explain fully the intent, process, requirements (e.g. admittance to jurisdiction), and possible outcomes/ramifications of participation in the FCDC.
 - c. Explain fully the waiver of counsel upon admission into FCDC and the consequences of such action.
 - d. Counsel parents on their options and consequences of their choices.
 - e. Appear at initial court hearing to represent the parents' decision regarding participation in FCDC, and affirm to the court that the responsibilities listed in items a-d were performed. Should the parents decide to participate in FCDC, counsel shall prepare and file the Motion for Admission and Order on behalf of parents.
- 2.1.5 Legal Counsel services for cases arising out of HRS Chapter 346, Part XIX (Young Adult Voluntary Foster Care Program) may include but not be limited to:
- a. Continued representation throughout the client's participation in the Young Adult Voluntary Foster Care Program.
 - b. Review and explain documents filed and/or submitted to the Family Court pertaining to the case and file documents as directed by the client.
 - c. Attend court hearings on behalf of the client and keep client informed of all proceedings.
 - d. Seek cooperative resolutions to matters.
 - e. Prepare and file motions as requested by young adult.

2.2 DEFINITIONS

For the purpose of this request for proposal, the following definitions shall be used:

- 2.2.1 Guardian Ad Litem and Legal Counsel, FCDC Guardian Ad Litem and FCDC Legal Counsel
- a. **Case** - A legal action initiated in the Family Court involving a family unit with the same birth mother. Each case will include all children of the same birth mother, regardless of paternity.
 - b. **Independent Provider(s)** - An individual(s) providing GAL/legal counsel services.
 - c. **Young Adult** - Person who has attained the age of eighteen or older, but is less than twenty-one years of age.

- d. **Organizations** - Social service agencies, legal firms, etc., providing GAL/legal counsel services.
- e. **New FCDC Cases** - Cases admitted directly into FCDC and with no current proceedings on the FC-J or FC-S calendar.
- f. **Transfer Cases** - Existing cases on the FC-J or FC-S calendar and party(ies) that have been accepted into FCDC. Existing FCDC cases that have been terminated/discharged from the FCDC program and returned back to the FC-J or FC-S calendar.
- g. **Terminated Cases** - Cases that have been terminated or discharged from FCDC for noncompliance.
- h. **First Year Carry Over Cases** - cases that remain active from the 13th through 24th month after initial date of FC-S/FC-J assignment.
- i. **Second Year Carry Over Cases** - cases that remain active from the 25th through 36th month after initial date of FC-S/FC-J assignment.
- j. **Third Year Carry Over Cases** - cases that remain active subsequent to the 36th month after initial date of FC-S/FC-J assignment.

2.3 QUALIFICATIONS

2.3.1. General Requirements

- a. Possess a graduate degree and necessary licenses in social work, psychology or a related field OR Licensed to practice law in the State of Hawaii. (Note: Any provider not licensed to practice law in the State of Hawaii will be considered only for GAL services and will be responsible for obtaining and paying for legal representation when necessary).
- b. Ability to conduct interviews, investigate and evaluate facts.
- c. Ability to create and maintain accurate records.
- d. Ability to communicate clearly and concisely with children and adults, both orally and in writing.
- e. Ability to relate civilly and professionally with clients, families, attorneys and representatives from other agencies.
- f. Be familiar with strength based practices.

- g. Provide documentation or other evidence of a minimum of one (1) year experience in HRS Chapters 587A, 571, 586, UCCJ, Divorce and/or Paternity cases, or provide verification of having two (2) years experience working with children and families.
- h. Has completed or will complete the Second Circuit's Court Appointed Special Advocate (CASA) training program or a program deemed comparable by the CASA Program Manager.
- i. Be familiar with and able to support the goals and objectives of the Family Court Drug Court (FCDC) program.

2.3.2. Specialized Requirements for GAL - FCDC and Regular HRS Chapter 587A Calendar Cases

- a. Prior to receiving the first paid case assignment an applicant must have twelve (12) months of verified experience as GAL, CASA, or Volunteer GAL, OR for a period of six (6) months have demonstrated satisfactory performance as a CASA under the supervision of the Second Circuit's CASA Program.
- b. Have the ability to make objective decisions and recommendations in the best interest of the child.
- c. Have the ability to work as a member of a team and the ability to work with different community based treatment programs.

2.3.3. Continuing Educational Requirements

Beginning July 1, 2015, all contracted legal counsel, GAL, and FCDC GAL shall complete a minimum of twenty (20) hours of training each fiscal year in areas such as dynamics of child abuse and neglect, child development, cultural competence, child sex abuse, sex offender treatment, family dynamics, domestic violence and/or other related topics.

2.4 SUMMARY OF SERVICE ACTIVITY

2.4.1 Family Court, Second Circuit

Proposals are requested by per case rate. Proposals should include the number of new GAL, new Legal Counsel, new FCDC GAL, new FCDC Legal Counsel, GAL carry over, Legal Counsel carry over, FCDC GAL carry over, and HRS Chapter 346, Part XIX (Young Adult Voluntary Foster Care Program) cases desired by per case rate fee for each fiscal year. The proposal shall include all applicable taxes and be accompanied by current verification of insurance. Current state and federal tax clearances are required to be submitted prior to contract execution. Funding amounts may change and are subject to legislative appropriation.

Proposals are being solicited for GAL, Legal Counsel, FCDC GAL, and FCDC Legal Counsel, and Legal Counsel for Young Adult Voluntary Foster Care Program services.

- a. The GAL shall provide services for children and parties involved with HRS Chapter 587A and 571 proceedings. Services to also be provided for these active cases under court jurisdiction who desire and qualify to participate in the FCDC program.
- b. Legal Counsel to provide services for parents involved in HRS Chapter 587A proceedings. Legal Counsel shall be required to assist with services for the FCDC program. Legal Counsel Services for the FCDC program are limited to providing consultation as noted in Section Two - Scope of Work, 2.1.4 of this RFP.
- c. Legal Counsel to provide services for young adults participating in HRS Chapter 346, Part XIX (Young Adult Voluntary Foster Care Program) as noted in Section Two – Scope of Work 2.1.5 of this RFP.
- d. All legal work of the GAL shall be done by an attorney licensed to practice law in the State of Hawaii.
- e. Proposals are being solicited to contract for services for the period from July 1, 2015 through June 30, 2017, with the option that the contract may be extended for another two (2) year period from July 1, 2017 through June 30, 2019.

2.5 MANAGEMENT REQUIREMENTS

2.5.1 Personnel

- a. The applicant shall provide consents for the Judiciary to obtain information from the Department of Human Services-Child Welfare Services, Office of Disciplinary Counsel (ODC), Hawaii Judiciary Informational System, Criminal Justice Informational System, National Crime Informational System, Juvenile Statewide Informational System, and Sex Offender Registry.

A confirmed report of child abuse or neglect will disqualify a GAL applicant from receiving a contract.

- b. The applicant shall conduct a State and Federal fingerprint-based criminal history record check for any person, including but not limited to, any officer, employee, volunteer or subcontractor who provides care or care placement services to children, disabled individuals, or the elderly. In addition, the applicant shall conduct a search of the State and National Sex Offender Registries, <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and

the www.nsopr.gov (National Sex Offender Public Registry). The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Further, the applicant will ensure the continued suitability of any officer, employee, volunteer or subcontractor to work or provide services to vulnerable clients. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review. The applicant further shall have a written plan for addressing any findings that result from a criminal history record check that may affect the treatment milieu (e.g. actively under the supervision of any criminal justice agency, convicted sex offenders). Prior to commencing any work or services on the contract, the applicant shall ensure that any officer, employee, volunteer or subcontractor is suitable to be performing work or services in close proximity to or with unsupervised access to children, disabled, and/or elderly clients will be of reputable and responsible character and will not pose a risk to the health, safety, security, or well-being of clients, staff and the general public.

The applicant shall be disqualified from receiving a contract if the applicant has been convicted of any felony or of a misdemeanor involving a "crime of violence" that "involves injury or threat of injury to the person of another."

- c. An applicant may also be disqualified from receiving a contract if he/she has other criminal convictions, is under investigation for a criminal offense, is under investigation or pending disciplinary action or has been reprimanded or sanctioned on any case by any professional organization or vocational licensing division (including the Office of Disciplinary Counsel).
- d. Individuals who are not licensed to practice law in the State of Hawaii will be responsible for obtaining and paying for their own legal counsel as needed and/or required by case events or when personal representation is needed.

2.5.2 Quality Assurance and Evaluation

- a. The Contractor shall provide the Judiciary with a monthly written report for each case with the following information: case name, number, type of case (GAL/LC), name of contractor, itemization of services rendered including the amount of time provided for each service (home visit, court, etc), type of service provided (legal/non-legal) collateral contacts made, and court numbers for FCDC cases.
- b. The Contractor shall cooperate with the Judiciary in evaluating the effectiveness of the Contractor's services.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 WRITTEN INQUIRIES

Inquiries or questions concerning any requirements of this RFP must be communicated in writing by the date indicated in the Significant Dates Section 1.2 to the following address:

The Judiciary, State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807
Attn: Jonathan Wong

Offeror should provide email or fax number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

3.2 SUBMISSION OF PROPOSAL

All proposals shall be delivered as follows:

ONE (1) ORIGINAL set of their completed proposals shall be delivered and it **must be postmarked before midnight January 23, 2015, or hand delivered no later than 4:00 p.m. HST on January 23, 2015**, and delivered to:

The Judiciary, State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

Proposals postmarked or hand delivered after the above date and time will not be considered and will be returned to the applicant.

Offers on CD. As an option, offers may be submitted on CD in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copy of your offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

Purchasing Specialist e-mail address: jonathan.h.wong@courts.hawaii.gov

3.3 REQUIREMENT FOR AWARD.

To be eligible for award, all prospective proposers must submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for as soon as possible and must be submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

a) **Tax Clearance.** HRS Chapter 237 Tax Clearance requirements for award.

Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii

State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site: <http://www.state.hi.us/tax/2005/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

b) **Certificate of Compliance.** HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (oprepaid Health Care) requirements for award.

Pursuant to §103D-310(c), HRS, prior to the execution of the contract, the CONTRACTOR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-OR27/pdf> <http://www.dlir.state.hi.us>, or at the neighbor island DLIR offices. The DLIR will return the form to the CONTRACTOR which in turn shall submit it to the Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the CONTRACTOR, and must be submitted directly to the DLIR and not the Judiciary.

c) **Certificate in Good Standing.** Compliance with 103D-310(c), HRS, for an entity doing business in the State.

Successful Offerors shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The “*CERTIFICATE OF GOOD STANDING*” is valid for six months from date of issue and must be valid on the date it is received by the Judiciary.

To obtain the Certificate, the Offeror must first be registered with BREG. A sole proprietorship, however, is not required to register with BREG, and therefore not required to submit a certificate. An Offeror’s status as sole proprietor or other business entity and its business street address indicated on the Application Form will be used to confirm that the Offeror is a Hawaii business.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a “*CERTIFICATE OF GOOD STANDING*” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining a “*CERTIFICATE OF GOOD STANDING*” from DCCA.

- d) **Hawaii Compliance Express.** Alternatively, instead of separately applying for the above certificates at the various state agencies, offerors may choose to use Hawaii Compliance Express (HCE) which allows businesses to register online through a wizard interface. The following website Hawaii Compliance Express (HCE), <http://vendors.ehawaii.gov/hce/splash/welcome.html> expedites the process in applying for and furnishing proof of compliance with the requirements of 103D-310(c), HRS. Offerors are advised that there is an annual fee associated with HCE. Offerors choosing not to participate in the HCE program will be required to provide paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

- 3.3.1 **Insurance.** The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:
- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$2,000,000.00 aggregate.
 - b) Automobile Insurance with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

d) Professional Liability Insurance (Errors and Omission) issued by a company authorized to do business in the State of Hawaii, in the minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per claim.

Such insurance policies shall include a proviso whereby the insurer shall notify the Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

3.3.2 Offerors will be contacted by the Family Court for any clarifications of their proposal, any discussions, or for submittal of any best and final offers.

3.3.3 Proposals received after the date specified above or at a location other than the location specified above will not be considered at this time for these cases. If there is a need for emergency or additional case coverage during the fiscal year, additional proposals will be accepted for evaluation and qualification. Please note that non-submittal of proposals for this RFP will not preclude individual appointment of GAL or Counsel through the current case-by-case selection process established for the balance of court-appointed cases in the Family Courts and Circuit Courts.

3.4 EVALUATION CRITERIA

Proposals will be evaluated by the Evaluation Committee using the following criteria pursuant to Section 4.2 of the Procedural Requirements. The recommendation for contract award(s) will be made to the responsible Offerors whose proposal is determined in writing to provide the best value to the Judiciary, based on the criteria below. The following elements of the proposal will provide the rating criteria to be used in determining the award of contracts, not necessarily in order of importance:

An in-depth analysis and review all offers will be based on the criteria below and their associated points. The total number of points used to score this proposal shall be **100**.

a. Description of organization and staffing plan; related education and licenses; related experience, background and qualifications; quality of service; date of completion of CASA training program or a program deemed comparable by the CASA program manager, have an understanding of strengths based practices, and writing example (30 points);

- b. Description of how services will be provided; resources committed to the work; how cases will be managed/assigned (firms/organizations); quality assurance – how applicant will ensure that quality service is provided; timely reporting; and objective decision making (60 points); and
- c. Substance of proposal, required documentations, Professional Errors and Omissions, Tax Clearance, and Certificate of Compliance (10 points).

3.5 CONTRACT AWARD

Awards will be made to one or more (multiple) responsible offerors whose proposals are determined in writing to be the most advantageous to the Judiciary taking into consideration the evaluation factors set forth in the request for proposals.

Successful offerors receiving an award shall be required to enter into a formal written contract. No performance or payment bond is required for this contract.

The Family Courts reserve the right to reject any proposals and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary.

3.6 CONTRACT EXTENSION

Unless terminated, the contract may be extended for two (2) years from July 1, 2017 through June 30, 2019 past the initial period covered by this RFP. An extension may be made upon mutual agreement in writing at least sixty (60) days prior to expiration of the contract, and provided the compensation rate is lower, remains the same as the previous year's compensation rate, or is negotiated and mutually agreed upon by each party. Should an extension to the contract be made, the Contractor shall be required to execute a supplement to the contract for the additional extension period. Any extension to the contract is subject to the availability of funds.

3.7 PAYMENT

3.7.1 Method of Payment.

The Family Court shall compensate the Contractor in the following manner:

- a. **GUARDIAN AD LITEM (GAL) AND LEGAL COUNSEL**
 - 1. Compensation for GAL and Legal Counsel cases shall be the total sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS** (\$2,500.00) for the initial twelve (12) months of service.
 - 2. Compensation for First Year Carry Over (months 13-24) GAL and Legal Counsel cases shall be paid the sum of **TWO THOUSAND AND 00/100 DOLLARS** (\$2,000.00).
 - 3. Compensation for Second Year Carry Over (months 25-36) GAL and Legal Counsel cases shall be the total sum of **ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS** (\$1,200.00).

4. Third Year GAL and Legal Counsel cases shall remain with the originally assigned CONTRACTOR as a pro bono case and shall be carried until conclusion.
- b. FAMILY COURT DRUG COURT (FCDC) GUARDIAN AD LITEM AND LEGAL COUNSEL
1. Compensation for GAL services for each New FCDC case shall be in the amount of **FOUR HUNDRED SIXTY AND 00/100 DOLLARS** (\$460.00) per month for a period not to exceed twelve (12) months from initial date of assignment.
 2. Each active FC-S/ FC-J case transferred to the FCDC program with the same GAL, shall receive additional compensation so that the monthly compensation rate will equal the rate for new FCDC cases.
 3. Each active FC-S/FC-J case transferred to the FCDC program with a new GAL, shall be compensated at the same rate as a new FCDC case.
 4. Compensation for GAL services for each active FCDC case shall be **THREE HUNDRED AND 00/100 DOLLARS** (\$300.00) per month for months thirteen (13) through eighteen (18).
 5. Compensation from month nineteen (19) shall be made in the same manner as outlined in Section 3.5.1 a. 2, 3, and 4 of this request for proposal. Carry over case assignment is based on the date of original GAL appointment on the case.
 6. Compensation for FCDC Legal Counsel services shall be **FIVE HUNDRED AND 00/100 DOLLARS** (\$500.00) for each case assigned; provided that if the parties qualify for legal counsel services opt not to participate or are not admitted in the FCDC program and the case remains in the FC-S/FC-J regular calendar with the same legal counsel, the CONTRACTOR shall be compensated **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS** (\$2500.00) for twelve (12) months of service from the date of appointment, and shall not receive the FCDC Legal Counsel Compensation of \$500.00.
- c. YOUNG ADULT VOLUNTARY FOSTER CARE PROGRAM LEGAL COUNSEL
Compensation shall be in accordance to Section 571-87, Hawaii Revised Statutes.
- d. COMPENSATION FOR CASA/VGAL CASES
Compensation for GAL services will commence from the 13th month following the assignment of a CASA pro bono case, and shall be made in the same manner as outlined in Section 3.5.1a. 2, 3, and 4.

e. TRAVEL COST AND EXPENSES:

1. Reimbursable travel cost and expenses per quarter for GAL and Legal Counsel services for each Molokai and Lanai case shall include: three (3) round trip air or boat fare; three (3) day rent-a-car expense; two (2) night lodging expense (Molokai only).
2. Reimbursable travel cost and expenses for GAL and Legal Counsel services for each Molokai and Lanai FCDC case shall not exceed one (1) night lodging expense per month, one (1) round trip air or boat fare per week, and one (1) day rent-a-car expense per week.
3. If additional travel cost and expenses are required for GAL, Legal Counsel, FCDC GAL and FCDC Legal Counsel services, a request for additional compensation may be submitted for approval through the court.
4. Travel expenses shall be submitted on a Monthly Invoice for Expenses Request form with original receipts and a separate attachment including date, reason for travel, and client and/or collateral contact for all cases no later than the twenty-first (21st) calendar day of the month following services rendered.

f. All proposals shall include all applicable taxes.

g. Each payment is contingent upon presentation of a written monthly invoice from the CONTRACTOR describing the work performed and stating that the work will be performed in accordance with the terms of the Agreement and that the CONTRACTOR is entitled to be paid. Each invoice shall be approved by the Administrative Director of the Courts or a designee.

h. Final payment shall be made only after submission by the CONTRACTOR of a Tax Clearance issued by the Hawaii State Department of Taxation and the Internal Revenue Service showing that all delinquent taxes levied or accruing under State statutes, have been paid in accordance with Section 103-53, Hawaii Revised Statutes.

3.7.2 Termination for Lack of Funds.

Pursuant to Section 1030-39, Hawaii Revised Statutes, except in certain instances, no contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary's Financial Services Administrator certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Fiscal and Support Services Administrator is permitted to certify only that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an

event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive periodic payments remaining unpaid beyond the end of the current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations

All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. The Judiciary agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Judiciary in the event this provision shall be exercised. This provision shall not be construed so as to permit the Judiciary to terminate the contract in order to acquire similar services from a third party.

END OF SECTION

SECTION FOUR - PROPOSAL

Please provide us with the following information on the APPLICATION FORM and on separate attachments.

4.1 APPLICATION FORM (See ATTACHMENT: STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST)

Offeror shall complete the "STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST" and attach any additional sheets. The application form requests the following information:

- a) General Information
- b) Professional Firm/Agency Affiliation(s) (From 1995)
- c) Education
- d) Jurisdiction Admitted to Practice (For Legal Counsel)
- e) Specialized Training/Continuing Education Completed or Attending
- f) Licenses or certifications obtained
- g) Types and Number of Cases per Fiscal Year.
- h) Written narrative on role of GAL and/or Legal Counsel. (Not to exceed one page.)
- i) Three (3) references
- j) Current and valid driver's license

4.2 DESCRIPTION OF FIRM

The Offeror's organization background, staff, and work, previously conducted as outlined below:

4.2.1 Background

- a. Describe the nature of services provided by the offeror/firm's organization.
- b. Describe the offeror/firm's organization and how it manages the operation of its work.

4.2.2 Staff

Give the total number of full-time staff (if any) currently employed by the company in Hawaii by categories (services, professional, and other classifications, and office).

4.2.3 Previous Work

- a) Describe any work done which is similar or related to the work called for by these specifications. Offeror shall disclose any potential conflict of interest which may affect the project. If there can be construed to be a potential conflict of interest, Offerors shall indicate how it will be addressed to insure the independence of this project.
- b) If Offeror has been reprimanded or sanctioned on any case or by any professional organization (including Office of Disciplinary Counsel), please list case name and explain circumstances of case.

4.3. RESOURCES TO BE USED

List the resources that the Offeror intends to commit to the work, including the names and qualifications of the company's personnel (if any), the scope of the work contemplated for and the amount of time to be devoted to each of the firm's personnel. Offeror may not subcontract, hire or retain other personnel or practitioners to perform the work without the express written consent of the Judiciary. All new personnel must sign the consent noted in Section 2.5.1 in order to enable the Judiciary to evaluate the offerors proposal.

Proposals submitted by a business/company/organization must include a plan as to how the cases will be assigned and managed. Prior to contract execution, Offerors must provide the Judiciary with a list of qualified and/or eligible guardians ad litem and legal counsel to represent parents with appropriate precautions to avoid conflict of interest and the inappropriate sharing of case information.

4.4. COST OF WORK

Proposals are requested for the performance of all services listed under Section Two - Scope of Work. Offerors should consider that they will be assigned a variety of cases ranging from simple to complex. In all cases, offerors are only entitled to receive reasonable compensation for necessary expenses as noted under Section Three - Special Provisions, 3.5 Payment. Proposals should be presented with the understanding that the amount of new and carryover cases proposed during a given year cannot be exceeded.

END OF SECTION

**THE JUDICIARY, STATE OF HAWAII
FAMILY COURT, SECOND CIRCUIT
REQUEST FOR PROPOSAL NO.**

**STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST
FISCAL YEAR**

Please answer all questions. Omission of an item may delay the evaluation of your application or may preclude you from being included in the Judiciary's list of qualified contracted providers.

1. GENERAL INFORMATION

LAST NAME	FIRST	MIDDLE	OTHER NAMES USED
BUSINESS ADDRESS			TELEPHONE NO. ()
CITY	STATE	ZIP CODE	CELL NO. ()
			FAX NO. ()
			e-mail ADDRESS

2. PROFESSIONAL AFFILIATION(S) and LICENSING CERTIFICATIONS FROM 2000 - Submit verification of license certification (Please use additional sheets of paper to complete this section)

NAME AND LOCATION (CITY, STATE) OF PROFESSIONAL FIRM/AGENCY AND/OR LICENSING CERTIFICATIONS	FROM	TO (PRESENT)

3. EDUCATION - Please submit verification of Degree(s) received (use additional sheets of paper to complete this section)

NAME OF SCHOOL	LOCATION (CITY, STATE)	DEGREE RECEIVED

4. JURISDICTION ADMITTED TO PRACTICE - For Legal Counsel

JURISDICTION	DATE ADMITTED

5. SPECIALIZED TRAINING/CONTINUING EDUCATION COMPLETED OR ATTENDING - Please use additional sheets of paper if needed:

TRAINING/EDUCATION	DATES

6. REFERENCES

Name	Contact Address and Phone Number	Relationship

7. REQUEST

TYPE OF APPOINTMENT GAL, Legal Counsel FCDC GAL FCDC Legal Counsel Young Adult – Legal Counsel	NUMBER OF CASES PER FY New & Carryover cases	
	New	Carry over
GAL		
FCDC GAL		
Legal Counsel		
FCDC Legal Counsel		
Young Adult Voluntary Foster Care Program Legal Counsel		

8. NAME THREE (3) ABUSE/NEGLECT CATEGORIES OF PRACTICE IN WHICH YOU CONSIDER YOURSELF PROFICIENT AND FOR WHICH YOU WISH TO BE CONSIDERED:

1.	2.	3.
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ON SEPARATE SHEETS OF PAPER, FOR EACH AREA OF PRACTICE LISTED IN ITEM 8 ESTIMATE THE TOTAL NUMBER OF CASES OR MATTERS HANDLED; INCLUDE TIME PERIOD; PROVIDE A REPRESENTATIVE SAMPLE IN THIS AREA, I.E. SAMPLE OF GAL REPORT, FOR COUNSEL, SAMPLE OF LEGAL DOCUMENTS PREPARED ON BEHALF OF PARENTS.

9. ON A SEPARATE SHEET OF PAPER, PROVIDE A WRITTEN NARRATIVE OF THE ROLE OF A GAL AND/OR LEGAL COUNSEL. (NOT TO EXCEED ONE PAGE.)

10. ON A SEPARATE SHEET OF PAPER, DESCRIBE HOW QUALITY SERVICE WILL BE ENSURED (How services will be provided, methods/standards to be followed, etc.)

11. SUBMIT A COPY OF YOUR CURRENT AND VALID DRIVER'S LICENSE

12. COMPLETION DATE OF VGAL OR CASA TRAINING PROGRAM COMPLETED:

CERTIFICATION BY APPLICANT

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS APPLICATION, INCLUDING ATTACHMENTS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF APPLICANT

DATE

THE COMPLETED STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST FORM, CONSENT TO THE DISCLOSURE OF CONFIDENTIAL INFORMATION FORM, AND ALL OTHER REQUIRED DOCUMENTS MUST BE SUBMITTED TO THE JUDICIARY AT THE ADDRESS AND BY THE DATE AND TIME DESIGNATED IN THE REQUEST FOR PROPOSALS.

CONSENT TO THE DISCLOSURE OF CONFIDENTIAL INFORMATION

I, _____, hereby authorize the Department of Human Services,
(Name of Individual)
Criminal Justice Information Center, and the Office of Disciplinary Counsel to release confidential information relating to any criminal, social, medical records, complaint history in its custody to the Judiciary, State of Hawaii (The Judiciary). I understand that the Judiciary will comply with any applicable requirements of federal, state, and other laws, statutes, and regulations governing the protection of such records.

I further authorize the Judiciary to obtain copies of any such records and to use the records for the purpose of investigating my qualifications as _____ pursuant to a contract (Title or Position) with the Judiciary. I understand that the information may be used as a basis for disqualifying me from performing service under the contract.

The authorization is valid for the duration of this contract, including all time extensions. However, I understand that I may revoke this authorization at any time by providing written notice of revocation to the Chief Court Administrator's Office staff. I also understand that if I revoke this authorization before the Judiciary completes its investigation, I may be disqualified from performing services under the contract.

I release the Judiciary from any liability in connection with the use of information made pursuant to this authorization.

Signature

Date

Print Name