

REQUEST FOR PROPOSALS
NO. J11112

TO PROVIDE GUARDIAN AD LITEM
AND/OR LEGAL COUNSEL
SERVICES FOR PARENTS FOR THE
FAMILY COURT AND FAMILY
COURT DRUG COURT
THROUGH THE FAMILY COURT
OF THE SECOND CIRCUIT
DURING THE PERIOD JULY 1, 2011
THROUGH JUNE 30, 2013

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.

February 10, 2011

NOTICE TO OFFERORS

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: newton.t.sakamoto@courts.state.hi.us

Provide the following information:

- | | | |
|------------------------|-------------------|--------------------------|
| a. Name of Company | • Mailing Address | • Name of Contact Person |
| b. Telephone Number | • FAX number | • E-mail Address |
| c. Solicitation Number | | |

REQUEST FOR PROPOSALS NO. J11112

TO PROVIDE GUARDIAN AD LITEM AND/OR LEGAL COUNSEL SERVICES FOR THE FAMILY COURT AND FAMILY COURT DRUG COURT FOR PARENTS THROUGH THE FAMILY COURT OF THE SECOND CIRCUIT DURING THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Guardian Ad Litem and/or Legal Counsel for the Family Court and Family Court Drug Court for Parents Services for the Family Courts of the Second Circuit during the period July 1, 2011 through June 30, 2013. The contract term will be for two (2) years from July 1, 2011 through June 30, 2013. Contracts may be extended for two (2) years from July 1, 2013 through June 30, 2015, 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.

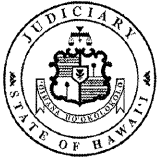
Persons or organizations must submit three (3) sets (Orig + 2 copies) of their completed proposals and they **must be postmarked before midnight on March 21, 2011, or hand delivered by 4:00 p.m., Hawaii Standard Time, March 21, 2011,** to the following address:

The Judiciary, State of Hawaii
Financial Services Office
Kauikeaouli Hale (District Court Building)
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.

The Request For Proposal (RFP) documents may be obtained from the above Financial Services Office, or from the Second Circuit Court at 2145 Main Street, Wailuku, Hawaii or from our Judiciary web site at <http://www.courts.state.hi.us>.

Janell Kim
Financial Services Administrator



Office of the Administrative Director — Fiscal Office, Support Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5805 • FAX (808) 538-5802

From: Janell M. Kim
Financial Services Administrator

Subject: Request for Proposals No. J11112
Guardian Ad Litem and/or Legal Counsel Services for the Family Court and
Family Drug Court for Parents through the Family Court of the Second Circuit
during the period July 1, 2011 through June 30, 2013

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Guardian Ad Litem and/or Legal Counsel Services for the Family Court and Family Court Drug Court for parents for the Family Court of the Second Circuit during the period July 1, 2011 through June 30, 2013. The contract term will be for two (2) years from July 1, 2011 through June 30, 2013. Contracts may be extended for another two (2) years from July 1, 2013 through June 30, 2015, 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://www.courts.state.hi.us>.

Persons or organizations must submit three (3) sets (Orig + 2 copies) of their completed proposals and they **must be postmarked before midnight on March 21, 2011, or hand delivered by 4:00 p.m., Hawaii Standard Time, March 21, 2011**, to the following address:

The Judiciary, State of Hawaii
Fiscal Office, Support Services Office
Kauikeaouli Hale (District Court Building)
1111 Alakea Street., 6th Floor
Honolulu, HI 96813-2807

Proposals postmarked or hand delivered after the above 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 Ms. Kim Cuadro, Program Specialist, Second Circuit at (808) 244-2729 if you have any questions regarding this RFP. Contract questions may be directed to Newton Sakamoto in the Contract & Purchasing Office at (808) 538-5805.

A handwritten signature in black ink, appearing to read "Janell M. Kim". The signature is fluid and cursive, with a long horizontal stroke at the end.

Janell M. Kim
Financial Services Administrator

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Attachments:

Guardian Ad Litem Application Form (Appl 1 - Appl 3)
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 Guardian Ad Litem 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 587, a guardian ad litem shall be appointed for children and legal counsel may be appointed for parents. GALs may also be appointed for parents in HRS Chapter 587 proceedings and youngsters 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, 2011 through June 30, 2013, with the option that the contract may be extended for two (2) years from July 1, 2013 through June 30, 2015. 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

The significant dates for this project are as follows:

PROPOSALS DUE: By 4:00 P.M. H.S.T.,
March 21, 2011

CONTRACT TO BE AWARDED: May 30, 2011

COMMENCEMENT OF WORK: July 1, 2011

END OF SECTION

SECTION TWO - SCOPE OF WORK

2.1 OBJECTIVES

The objectives are to assist the Judiciary to provide Legal Counsel services for parents and Guardian Ad Litem (GAL) services for parties in HRS Chapter 587, and GAL services for youngsters 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 587, and Legal Counsel services for cases under HRS 586 proceedings who desire and qualify to participate in the Family Court Drug Court (FCDC) 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 guardian ad litem.
- 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 Guardian Ad Litem 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.

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

- i. **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 Guardian Ad Litem 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 587, 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 Volunteer Guardian Ad Litem training program or a program deemed comparable by the CASA/VGAL Program Manager (e.g. Court Appointed Special Advocate (CASA) training).
- 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 587 Calendered Cases

- a. Prior to receiving the first paid case assignment an applicant must have twelve (12) months of verified experience as GAL, CASA/VGAL, or CASA OR for a

period of six (6) months have demonstrated satisfactory performance as a GAL under the supervision of the Second Circuit's CASA/VGAL 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, 2011, 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, and FCDC GAL carry over 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 services.

- a. The GAL shall provide services for children and parties involved with HRS Chapter 587 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 587 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, page 4 of this RFP.
- c. All legal work of the guardian ad litem 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, 2011 through June 30, 2013, with the option that the contract may be extended for another two (2) year period from July 1, 2013 through June 30, 2015.

2.5 MANAGEMENT REQUIREMENTS

2.5.1 Personnel

- a. The GAL applicant shall provide consent for the Judiciary to conduct a Child Protective Services registry check. A confirmed report of child abuse or neglect will disqualify a GAL applicant from receiving a contract.
- b. The GAL applicant shall provide consent for the Judiciary to conduct a criminal history check. The GAL 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 SUBMITTAL OF PROPOSAL

All proposals shall be delivered as follows:

- 3.1.1. ONE (1) ORIGINAL and TWO (2) copies of their completed proposals shall be delivered and they **must be postmarked before midnight or hand delivered no later than 4:00 p.m. HST on March 21, 2011**, and delivered to:

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

Proposals received after the date and time specified above will not be considered and will be returned to the applicant unopened.

Offers on CD. As an option to submitting hard copies (orig. + 2 copies) of your entire offer packet, offers may be submitted on CD (2 copies of 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 copies of your offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email or FAX.

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 and fax: newton.t.sakamoto@courts.state.hi.us
Fax: (808) 538-5802

3.1.2. **Requirement for Award.**

To be eligible for award, the prospective proposers will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310c, HRS:

1. Chapter 237, tax clearance;
2. Chapter 103D-310c, Certificate Compliance and Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon 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.

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>

- 3.1.3 The CONTRACTOR shall provide the JUDICIARY with evidence that CONTRACTOR has a professional errors and omission liability insurance policy 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.
- 3.1.4 The proposal(s) shall be submitted to the Judiciary no later than the date and time indicated above in Section 1.2, SIGNIFICANT DATES.
- 3.1.5 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.
- 3.1.6 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.

3.2 EVALUATION CRITERIA

Proposals will be evaluated by the appropriate evaluation committee within the Family Court, Second Circuit. 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:

- a. Qualifications and experience of firms/organizations, or individuals in the fields of Family Law and/or Child Welfare related services.
- b. Scope of Services to be provided.
- c. Cost of Services.
- d. Completeness of Proposal.

3.3 CONTRACT AWARDS

Awards will be made to one or more responsible offerors whose proposals are determined in writing to be the most advantageous to the Judiciary taking into consideration price and 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.

3.4 CONTRACT EXTENSION

Unless terminated, the contract may be extended for two (2) years from July 1, 2013 through June 30, 2015 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 submit a current certified Tax Clearance Certificate in order to execute a supplement to the contract for the additional extension period. Any extension to the contract is subject to the availability of funds.

3.5 PAYMENT

3.5.1 Method of Payment.

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

a. GUARDIAN AD LITEM (GAL) AND LEGAL COUNSEL

1. Compensation for GAL and Legal Counsel (Initial) 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, 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, GAL and Legal Counsel cases shall be the total sum of **ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS** (\$1,200.00).
4. GAL and Legal Counsel Third year Carryover 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. **COMPENSATION FOR CASA/VGAL CASES**

Compensation for GAL services will commence from the 13th month following the assignment of a CASA/VGAL pro bono case, and shall be made in the same manner as outlined in Section 3.5.1a. 2, 3, and 4.

d. **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.

e. All proposals shall include all applicable taxes.

f. 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.

- g. Final payment shall be made only after submission by the CONTRACTOR of a Tax Clearance issued by the Hawaii Sate 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.

3.5.2 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.

3.6 PROFESSIONAL ERRORS AND OMISSIONS

CONTRACTOR understands that CONTRACTOR is subject to liability, under applicable law, for any professional errors and omission which may occur in connection with the performance of service in connection to this Agreement.

CONTRACTOR shall obtain and keep in force throughout the period of this agreement, or any extension of service, a professional errors and omission liability insurance policy 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. CONTRACTOR shall furnish JUDICIARY with evidence that CONTRACTOR maintains such insurance.

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 200)
- 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 shall include breakdown of expenditures budgeted for this project and shall include all applicable taxes. All estimates are calculated on an annual basis.

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. J11112**

**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. ()	CELL NO. ()
CITY	STATE	ZIP CODE	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

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

TYPE OF APPOINTMENT GAL-includes FCDC GAL, Legal Counsel FCDC Legal Counsel		NUMBER OF CASES PER FY New & Carryover cases	
		New	Carry over
GAL - including FCDC GAL	GAL		
	FCDC GAL		
Legal Counsel			
FCDC Legal Counsel			

1.	2.	3.
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9. PROVIDE A WRITTEN NARRATIVE OF THE ROLE OF A GAL AND/OR LEGAL COUNSEL. (NOT TO EXCEED ONE PAGE.)

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

DATE _____

Appl 3

CONSENT TO THE DISCLOSURE OF CONFIDENTIAL INFORMATION

I, _____, hereby authorize the Department of Human Services, Criminal Justice Information Center, and the Office of Disciplinary Counsel to release confidential information relating to any criminal, social, medical records, complaint history in it's 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 Guardian ad Litem pursuant to a contract 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 it's investigation, I may be disqualified from performing services under the contract.

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

Signature

Date

Print Name