

**THE JUDICIARY**  
**State of Hawaii**

**Request for Proposals**

**RFP J16003**

**FOR**

**TO PROVIDE GUARDIAN AD LITEM AND/OR  
LEGAL COUNSEL SERVICES for THE FAMILY  
COURT OF  
THE THIRD JUDICIAL 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.

February 2015

**REQUEST FOR PROPOSALS NO. J16003  
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 THIRD CIRCUIT DURING THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2017**

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 Third 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) additional 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.

If interested in submitting a proposal, you may choose to submit your proposal 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 Proposal may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

E-MAIL to:

E-mail Address: Kelly.Y.Kimura@courts.hawaii.gov

Provide the following information:

Name of Company	•	Mailing Address	•	Name of Contact Person
Telephone Number	•	FAX number	•	E-mail Address
Solicitation Number	•	Fedex (or equivalent) account number, otherwise document will be sent by U.S. Postal Service first class mail		

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals ( in hard copy, pdf format on CD, flash drive or email) and must be postmarked before midnight on March 12, 2015 Hawaii Standard Time and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:00 p.m., Hawaii Standard Time on March 12, 2015, at 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 unopened to the applicant.**

The Request For Proposal (RFP) documents may be obtained from the above Financial Services Office, or from our Judiciary web site at: <http://www.courts.state.hi.us>, General Information, Doing Business with the Hawaii state Judiciary.



**Office of the Administrative Director – Financial Services Division**

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807  
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

February 4, 2015

To: All Applicants

From: Janell Kim  
Financial Services Director

Subject: Request for Proposals No. J16003  
Guardian Ad Litem and/or Legal Counsel Services through the Family Court of the Third Circuit during the period July 1, 2015 through June 30, 2017

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 of the Third Judicial 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) additional 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://www.courts.state.hi.us>, General Information, Doing Business with the Hawaii State Judiciary.

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals and they **must be postmarked before midnight March 12, 2015, or hand delivered by 4:00 p.m., Hawaii Standard Time**, 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 unopened 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 Aolani Mills, Program Specialist, Third Judicial Circuit at (808) 322-8726 or email [Aolani.M.Mills@courts.hawaii.gov](mailto:Aolani.M.Mills@courts.hawaii.gov) if you have any questions regarding this RFP.

/s/ Janell M. Kim  
Janell M. Kim  
Financial Services Director

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Guardian Ad Litem Application Form  
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## **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 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) additional 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**

The significant dates for this project are as follows:

**PROPOSALS DUE: ..... BY March 12, 2015, 4:00 P.M. H.S.T.**  
**CONTRACT TO BE AWARDED:..... June 1, 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 parents and Guardian Ad Litem (GAL) services for parties in HRS Chapter 587, and GAL services for juveniles in HRS Chapter 571 proceedings. Non-attorneys are encouraged to apply to provide guardian ad litem services.

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 understands of court proceedings.

2.1.2 The objective is to provide the Judiciary with legal counsel services for indigent parties and any other parties that the court deems in need of court appointed counsel, who are involved with HRS Chapter 587A proceedings and Chapter 346, Part XIX that are heard in the Family Court of the Third Circuit.

Legal counsel services for Family Court will include, but is not limited to the following:

1. Explain the court process to the client, including but not limited to jurisdiction, disposition, family supervision, foster custody, permanent custody, service plans, permanent plans, termination of parental rights, transition plans, case plans, and voluntary placement agreements. If appropriate, arrange and pay for another competent professional to explain these matters to the client.
2. Actively advocate (in court and with other parties, service providers, and potential third-parties) to resolve problems and issues raised.
3. Review and explain the documents filed and/or submitted to the Family Court by others and file documents as directed by the client.
4. Explain to the client his/her rights, responsibilities, and consequences of his/her choices.
5. Attend court hearings on behalf of clients and keep clients informed of all proceedings.
6. Prepare and file motions for reconsideration and motions to set aside defaults.
7. Attend all meetings regarding a client's case and represent the client's interest.
8. Understand and protect the parent's rights to information and decision making while the child is in foster care.
9. Avoid continuances (or reduce empty adjournments) and work to reduce delays in court proceedings unless there is a strategic benefit for the client.
10. Cooperate and communicate regularly with other professionals in the case.
11. Advocate for the client's goals and empower the client to direct the representation and make informed decisions based on thorough counsel.
12. Adhere to all laws and ethical obligations concerning confidentiality.
13. Provide the client with contact information in writing and establish a message system that allows regular attorney-client contact.
14. Meet and communicate regularly with the client well before court proceedings. Counsel the client about all legal matters related to the case, including specific allegations against the client, the service plan, the client's rights in the pending proceeding, any orders entered against the



client and the potential consequences of failing to obey court orders or cooperate with service plans.

15. Work with the client to develop a case timeline and tickler system.
16. Provide the client with copies of all petitions, court orders, service plans, and other relevant case documents, including reports regarding the child except when expressly prohibited by law, rule or court order.
17. Be alert to and avoid potential conflicts of interest that would interfere with the competent representation of the client.
18. Act in a culturally competent manner and with regard to the socioeconomic position of the parent throughout all aspects of representation.
19. Take diligent steps to locate and communicate with a missing parent and decide representation strategies based on that communication.
20. Be aware of the unique issues an incarcerated parent faces and provide competent representation to the incarcerated client.
21. Be aware of the client's mental health status and be prepared to assess whether the parent can assist with the case.
22. Conduct a thorough and independent investigation at every stage of the proceeding.
23. Interview the client well before each hearing, in time to use client information for the case investigation.
24. Review the child welfare agency case file.
25. Obtain all necessary documents, including copies of all pleadings and relevant notices filed by other parties, and information from the caseworker and providers.
26. When needed, use formal discovery methods to obtain information.
27. Timely file all pleadings, motions, and briefs. Research applicable legal issues and advance legal arguments when appropriate.
28. Engage in case planning and advocate for appropriate social services using a multidisciplinary approach to representation when available.
29. Aggressively advocate for regular visitation in a family-friendly setting.
30. With the client's permission, and when appropriate, engage in settlement negotiations and mediation to resolve the case.

31. Thoroughly prepare the client to testify at scheduled hearings.
32. Identify, locate and prepare all witnesses.
33. Identify, secure, prepare and qualify expert witness when needed. When permissible, interview opposing counsel's experts.
34. Attend and prepare for all hearings, including pretrial conferences.
35. Prepare and make all appropriate motions and evidentiary objections.
36. Present and cross-examine witnesses, prepare and present exhibits.
37. Prepare proposed findings of fact, conclusions of law and orders when they will be used in the court's decision or may otherwise benefit the client.
38. Review court orders to ensure accuracy and clarity and review with client.
39. Take reasonable steps to ensure the client complies with court orders and to determine whether the case needs to be brought back to court.
40. If the client does not prevail at trial, explain and discuss the client's right to file an appeal and provide legal representation throughout the appeal process.
41. If the client decides to appeal, timely and thoroughly file the necessary post-hearing motions and paperwork related to the appeal and closely follow Hawaii's rules of appellate procedure.
42. Communicate the results of the appeal and its implications to the client. Legal Counsel will provide legal services to parents of children in abuse/neglect cases. Services will include, but not be limited to the following:

## 2.2 DEFINITIONS

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

- a. **Case** - A legal action initiated in the Family Court under HRS 587, 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. **First Year Carry Over Cases** - cases that remain active from the 13<sup>th</sup> through 24<sup>th</sup> month after initial date of assignment.
- e. **Second Year Carry Over Cases** - cases that remain active from the 25<sup>th</sup> through 36<sup>th</sup> month after initial date of assignment.
- f. **Third Year Carry Over Cases** - cases that remain active subsequent to the 36<sup>th</sup> month after initial date of 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. 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.
- c. Has completed or will complete the Judiciary Volunteer Guardian Ad Litem training within the first year of initial contract period. Contractor shall provide certificate of attendance prior to the waiving of this requirement. The VGAL training may include taking a pro bono case, carrying it to conclusion.
- d. Ability to conduct interviews, investigate and evaluate facts.
- e. Ability to create and maintain accurate records.
- f. Ability to communicate clearly and concisely with children and adults, both orally and in writing.
- g. Ability to relate civilly and professionally with clients, families, attorneys and representatives from other agencies.
- h. Be familiar with strength-based practices.

### **2.3.2 Continuing Educational Requirements**

All contracted legal counsel and 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, Third Judicial Circuit

- a. All proposals shall include all applicable taxes and shall be accompanied by current verification of insurance. Current state and federal tax clearances are required to be submitted prior to execution. Funding amounts may change and are subject to legislative appropriation.

Applicant shall indicate which geographical area(s) the applicant is able to service (East and/or West Hawaii).

- b. All legal work of the Guardian Ad Litem shall be done by an attorney licensed to practice law in the State of Hawaii.

### 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.
- e. The GAL applicant shall consent to and submit themselves for fingerprinting through the Hawaii County Police Department at their own expense as mandated by The National Protection Act of 1993 (NCPA), Public Law 103-209, and the Volunteers for Children Act (VCA), Public Law 105-521, as well as Section 846-2.7, Hawaii Revised Statutes, as amended. This authorizes national and state fingerprint-based criminal history record checks for employees, volunteers, including applicants, who provide care for, or have direct unsupervised access to children, the elderly, or individuals with disabilities.

#### 2.5.2 Quality Assurance and Evaluation

- a. The Contractor shall provide the Judiciary with case notes, records, reports, and clarification as requested by the Judiciary.

- 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:

ONE (1) ORIGINAL and THREE (3) 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 12, 2015**, and delivered to:

The Judiciary, State of Hawaii  
Financial Services Office  
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 unopened to the applicant.**

Offers on CD or FLASH DRIVE. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD or Flash Drive (3 copies) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

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 in the Significant Dates section of this RFP 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.

### 3.2. REQUIREMENT FOR AWARD

To be eligible for award, all prospective contractors will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents 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.

#### **Hawaii Compliance Express**

The Contractor is required to submit a Hawaii Compliance Express Certificate. The Hawaii Compliance Express (HCE), allows businesses to register online

through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and county government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

**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 Requirement.** A Hawaii Compliance Express Certificate will be required for final payment.

3.2.1 **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 per occurrence and \$2,000,000.00 aggregate.

b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000.00 bodily injury per accident, and \$1,000,000.00 property damage per accident.

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.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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.

- 3.2.2 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.
- 3.2.3 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.

### 3.3 EVALUATION CRITERIA

Proposals will be evaluated by the appropriate evaluation committee within the Family Court, Third Judicial 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:

Evaluation Criteria	Score
<p><b><u>Completeness of Proposal &amp; Conformance to Specifications</u></b>  <b><u>Required Documents and Information submitted</u></b>            Substance of proposal, required documentations, Professional Errors and Omissions, Tax Clearance, and Certificate of Compliance.</p>	30
<p><b><u>Qualifications and experience of firms or individuals in the fields of Family Law and/or Child Welfare related services, including the written sample.</u></b>            Description of how services will be provided; organization and staffing plan; related experience, background, and qualifications; quality of service, and writing sample.</p>	30
<p><b><u>Scope of Services to be provided</u></b>            Plan as to resources that will be committed to the work, how cases will be assigned and managed, and addressing issues of conflict of interest, quality assurance, and inappropriate sharing of case information including process of collecting data. Addresses services to be provided as a Legal Counsel</p>	30
<p><b><u>HCE Tax Compliance/Insurance-</u></b> Proof of both tax and insurance compliance at time of application</p>	10
Total Score	100

### 3.4 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 Court reserves 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.

### **3.5 CONTRACT EXTENSION**

Unless terminated, the contract may be extended for two (2) additional 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 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.

### **3.6 PAYMENT**

#### **3.6.1 Method of Payment.**

The Family Court, Third Judicial Circuit, will compensate the Contractor in the following manner:

#### **A. GUARDIAN AD LITEM (GAL) CASES**

- 1. Compensation for each new GAL case shall be the total sum of TWO THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$2,940.00) for the initial twelve (12) months of service.**

Payment to be made as follows:

The Judiciary shall compensate the GAL attorney at the rate of TWO HUNDRED FORTY FIVE DOLLARS AND 00/100 (\$245.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30). The initial invoice shall include a copy of the Order appointing attorney to the case; and reflect the case number(s), name of client(s), the date of appointment, and the total amount due through the end of the fiscal year.

At the beginning of the following fiscal year (July 1), upon receipt of an invoice, the Judiciary shall compensate the GAL attorney at the rate of TWO HUNDRED FORTY FIVE DOLLARS AND 00/100 (\$245.00) per month, through the anniversary date of the appointment to the case; providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 12<sup>th</sup> month of appointment.

2. Compensation for **First Year Carry Over Cases**: Compensation for each active second year GAL case shall be **TWO THOUSAND TWO HUNDRED EIGHTY AND 00/100 DOLLARS (\$2,280.00) for the 13<sup>th</sup> through 24<sup>th</sup> months of service.**

Payment to be made as follows:

At the 13<sup>th</sup> month, upon receipt of an invoice, the Judiciary shall compensate the GAL attorney at the rate of ONE HUNDRED NINETY AND 00/100 DOLLARS (\$190.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30), providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and the total amount due through the end of the fiscal year (June 30).

At the beginning of the following fiscal year (July 1), the Judiciary shall compensate the GAL attorney at the rate of ONE HUNDRED NINETY AND 00/100 DOLLARS (\$190.00) per month, through the 24<sup>th</sup> month of service, providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 24<sup>th</sup> month of appointment.

3. Compensation for **Second Year Carry Over Cases**: Compensation for each active third year GAL case shall be **ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$1,320.00) for the 25<sup>th</sup> through 36<sup>th</sup> months of service.**

Payment to be made as follows:

At the 25<sup>th</sup> month, upon receipt of an invoice, the Judiciary shall compensate the GAL attorney at the rate of ONE HUNDRED TEN AND 00/100 DOLLARS (\$110.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30), providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and the total amount due through the end of the fiscal year (June 30).

At the beginning of the following fiscal year (July 1), the Judiciary shall compensate the GAL attorney at the rate of ONE HUNDRED TEN AND 00/100 DOLLARS (\$110.00) per month, through the 36<sup>th</sup> month of service, providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 36<sup>th</sup> month of appointment.

**4. Clarification on Billing Cycles:**

<b>Month of Appointment</b>	<b>Number Of Months To Invoice Through June 30</b>	<b>Balance Number Of Months To Invoice From July 1 Through Appointment Date</b>
July	12	0
August	11	1

<b>Month of Appointment</b>	<b>Number Of Months To Invoice Through June 30</b>	<b>Balance Number Of Months To Invoice From July 1 Through Appointment Date</b>
September	10	2
October	9	3
November	8	4
December	7	5
January	6	6
February	5	7
March	4	8
April	3	9
May	2	10
June	1	11

5. **Third Year Carry Over Cases:** Fourth year GAL cases shall remain with the originally assigned CONTRACTOR with no additional compensation and shall be carried until conclusion.
  
6. **COMPENSATION FOR PERMANENT PLAN HEARINGS DURING FOURTH YEAR:** Guardians Ad Litem shall be compensated in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day not to exceed two days or FIVE HUNDRED AND NO/100 (\$500.00) for Permanent Plan Hearings during the fourth year.

**B. LEGAL COUNSEL CASES**

1. Compensation for each **new LEGAL COUNSEL case** shall be the total sum of **TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$2,400.00) for the initial twelve (12) months of service.**

Payment to be made as follows:

The Judiciary shall compensate the GAL attorney at the rate of TWO HUNDRED DOLLARS AND 00/100 (\$200.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30). The initial invoice shall include a copy of Order appointing the attorney to the case and reflect the case number(s), name of client(s), date of appointment, and the total amount due through the end of the fiscal year.

At the beginning of the following fiscal year (July 1), upon receipt of an invoice, the Judiciary shall compensate the GAL attorney at the rate of TWO HUNDRED DOLLARS AND 00/100 (\$200.00) per month, through the anniversary date of the appointment to the case; providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 12<sup>th</sup> month of appointment.

2. Compensation for **First Year Carry Over Cases**: Compensation for each active Second Year Legal Counsel case shall be **ONE THOUSAND SIX HUNDRED TWENTY AND 00/100 DOLLARS (\$1,620.00) for the 13<sup>th</sup> through 24<sup>th</sup> months of service.**

Payment to be made as follows:

At the 13<sup>th</sup> month, upon receipt of an invoice, the Judiciary shall compensate the Legal Counsel attorney at the rate of ONE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$135.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30), providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and the total amount due through the end of the fiscal year (June 30).

At the beginning of the following fiscal year (July 1), upon receipt of an invoice, the Judiciary shall compensate the Legal Counsel attorney at the rate of ONE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$135.00) per month, through the 24<sup>th</sup> month of service, providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 24<sup>th</sup> month of appointment.

3. Compensation for **Second Year Carry Over Cases**: Compensation for each active Third Year Legal Counsel case shall be **NINE HUNDRED AND 00/100 DOLLARS (\$900.00) for the 25<sup>th</sup> through 36<sup>th</sup> months of service.**

Payment to be made as follows:

At the 25<sup>th</sup> month, upon receipt of an invoice, the Judiciary shall compensate the Legal Counsel attorney at the rate of SEVENTY FIVE AND 00/100 DOLLARS (\$75.00) for each month, beginning with the month of appointment, through the end of the fiscal year (June 30), providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and the total amount due through the end of the fiscal year (June 30).

At the beginning of the following fiscal year (July 1), the Judiciary shall compensate the Legal Counsel attorney at the rate of SEVENTY FIVE AND 00/100 DOLLARS (\$75.00) per month, through the 36<sup>th</sup> month of service, providing that the attorney is still assigned to the case and contracted with the Judiciary. The invoice shall reflect the case number(s), name of client(s), date of appointment, and total amount due through the 36<sup>th</sup> month of appointment.

4. **Clarification on Billing Cycles:**

<b>Month of Appointment</b>	<b>Number Of Months To Invoice Through June 30</b>	<b>Balance Number Of Months To Invoice From July 1 Through Appointment Date</b>
July	12	0
August	11	1
September	10	2
October	9	3
November	8	4
December	7	5
January	6	6
February	5	7
March	4	8
April	3	9
May	2	10
June	1	11

5. **Third Year Carry Over Cases:** Fourth year Legal Counsel cases shall remain with the originally assigned CONTRACTOR with no additional compensation and shall be carried until conclusion.

6. **COMPENSATION FOR PERMANENT PLAN HEARINGS DURING FOURTH YEAR:** Legal Counsel Cases shall be compensated in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day not to exceed two days or FIVE HUNDRED AND NO/100 (\$500.00) for Permanent Plan Hearings during the fourth year.

C. **RELATED CASES:** In the event that the CONTRACTOR is assigned to represent the same client in different case numbers within a one-year period, and the Court determines that the cases are related, the JUDICIARY shall compensate the CONTRACTOR for one case only under this contract.

Compensation shall be based upon the date of assignment of the earliest case in time; provided, however that the JUDICIARY may adjust the compensation based upon equitable considerations.

D. Effective July 1, 2015, all cases assigned during prior contract years shall be subject to the above payment schedule.

E. All proposals shall include all applicable taxes.

F. In the event of an appeal in any new and/or carryover case, the CONTRACTOR shall continue providing services throughout the period of appeal, unless discharged by the Court.

G. **Each payment is contingent upon** presentation of a written invoice from the CONTRACTOR, one invoice per case, 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. Invoices shall be submitted by the twentieth

(20<sup>th</sup>) day of the month following the month for which payment is being requested. 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 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.

### 3.6.2 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.

## 3.7 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)
- 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 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.

#### 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.

**END OF SECTION**



**THE JUDICIARY, STATE OF HAWAII  
 FAMILY COURT, THIRD JUDICIAL CIRCUIT  
 REQUEST FOR PROPOSAL NO. J16003  
 STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST  
 FISCAL YEAR 2016 & FISCAL YEAR 2017**

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  
 (Please submit verification of license certification)**

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 as needed)**

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:**

TRAINING/EDUCATION	DATES

**6. REFERENCES**

Name	Contact Address and Phone Number	Relationship

**7. REQUEST**

TYPE OF APPOINTMENT <i>GAL</i> <i>Legal Counsel</i>	NUMBER OF CASES PER FY New & Carryover cases	
	New	Carry Over
GAL		
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. PROVIDE A WRITTEN NARRATIVE OF THE ROLE OF A GAL AND/OR LEGAL COUNSEL. (NOT TO EXCEED ONE PAGE.)**

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**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, 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 its 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 \_\_\_\_\_