



THE JUDICIARY,
STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J13178

TO PROVIDE

A CONSULTANT TO ASSIST THE JUDICIARY,
STATE OF HAWAII, TO DEVELOP AND IMPLEMENT
THE INITIAL PHASE OF A TRAUMA-INFORMED
SYSTEM OF CARE FOR THE JUDICIARY'S KAPOLEI
DETENTION FACILITY AND THE HAWAII YOUTH
CORRECTIONAL FACILITY, AND TO PRODUCE A
FINDINGS AND RECOMMENDATIONS REPORT

February 2013

NOTICE TO OFFERORS

This solicitation is provided 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: Kelly.Y.Otake@courts.hawaii.gov

Provide the following information:

I. Name of Company	Mailing Address	Name of Contact Person
II. Telephone Number	FAX number	E-mail Address
III. Solicitation Number	Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided).	

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
REQUEST FOR PROPOSALS NO. J13178

Competitive sealed proposals **TO PROVIDE A CONSULTANT TO ASSIST THE JUDICIARY, STATE OF HAWAII, TO DEVELOP AND IMPLEMENT THE INITIAL PHASE OF A TRAUMA-INFORMED SYSTEM OF CARE FOR THE JUDICIARY'S KAPOLEI DETENTION FACILITY AND THE HAWAII YOUTH CORRECTIONAL FACILITY, AND TO PRODUCE A FINDINGS AND RECOMMENDATIONS REPORT**, will be received at:

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

up to April 1, 2013, 4:30 P.M. HST.

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

The Judiciary will conduct a Pre-Proposal Conference on March 11, 2013, at 9:00 a.m. HST, in the Kaahumanu Hale, First Circuit Court, 2nd Floor Makai Conference Room, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference is optional.

Questions relating to the technical aspects of this Request for Proposals may be directed to Adriane Abe, Program Specialist at (808) 539-4408, email Adriane.C.Abe@courts.hawaii.gov , other questions may be directed to Kelly Otake in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email Kelly.Y.Otake@courts.hawaii.gov

/s/ Janell Kim _____

Janell Kim

Financial Services Administrator

(Judiciary & SPO Websites: February 28, 2013)

REQUEST FOR PROPOSALS NO. J13178

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Attachment

General Conditions dated Feb 2001

Procedural Requirements dated May 2003

1. INTRODUCTION

1.1 Introduction and Background

The Judiciary, State of Hawai`i (Judiciary) is requesting proposals from Expert Consultants or Organizations (hereinafter referred to as the “Contractor”), to provide coordination and technical assistance in developing an initial phase of a trauma informed system of care for the Judiciary’s Kapolei Detention Facility and the Hawaii Youth Correctional Facility, and produce a findings and recommendations report with concrete recommendations for both facilities on creating a trauma informed system of care for youth housed within each facility.

In 2012, the Disproportionate Minority Contact (DMC) Study conducted for the Juvenile Justice State Advisory Council (JJSAC) was completed and the findings publicly disseminated in the State of Hawaii. In the report, a profile of adjudicated youth in Hawaii’s Juvenile Justice System included the contextual and behavioral characteristics of adjudicated youth from information found in youths’ Family Court case files. Files were selected based on a random sample (n = 142) of approximately 20% of the youth who were adjudicated for arrests that occurred in Honolulu County in 2009. The records available in the case files included intake forms, assessments, and progress notes written by probation officers, Persons in Need of Supervision (PINS) officers, and other court personnel, as well as assessments and reports by school counselors and psychologists, Department of Health psychiatrists, and other health professionals. Court dispositions, police reports, and other materials contained in the files were also reviewed.

The profile shows that adjudicated youths face challenging life circumstances with many suffering from major hardships in life. Differences between Native Hawaiians and non-Hawaiian youths were not found to be statistically significant except for three categories: parents with a criminal record, being out of parental control, and youths’ sense of right and wrong. Approximately two times the proportion of Native Hawaiian youth had parents with a criminal history and beyond parental control, but almost twice the proportion of Native Hawaiian youth had expressed a clear sense of right and wrong.

Trauma can affect children and youth in long-lasting ways and untreated trauma can be very detrimental to a youth’s transition into adulthood. Trauma can be inflicted in many ways. Three most common types of trauma-related events were living with or witnessing domestic violence in the home, suffering direct physical or psychological abuse, and suffering the loss of a loved one. One-third (33.8%) witnessed or spoke of domestic violence in the home. Slightly less than one-third (29.6%) of the case files noted experiences of physical or psychological abuse inflicted upon them. One-fifth (20.4%) experienced the loss of a loved one who played an important role in the child’s life. Among all youth in the sample, over half (55.6%) experienced at least one type of trauma-related event in their life while one-fourth (25.4%) suffered two or more types of trauma-related events (Umemoto, Spencer, Miao, & Momen, 2012). This is consistent with other studies that report that although most youth who experience psychological trauma recover well, as many as half the youth in the juvenile justice system experience chronic health and psychological impairments related to trauma (Arroyo, 2001).

For families who come into the court system, it is critical that historical information be available so that the court can render decisions that meet the needs of the youth and families. A trauma informed organization creates an environment where youth and families will feel safe to disclose sensitive information, and staff are trained and prepared to listen and respond in ways that do not further traumatize clients. Trauma informed care can be provided without compromising community safety or accountability. As articulated by Ann Jennings in “The Damaging Consequences of Violence and Trauma (2004):

Incorporating changes consistent with a trauma-informed organizational or service system environment will be experienced by all involved as a profound cultural shift in which consumers and their conditions and behaviors are viewed differently, staff responds differently, and the day-to-day delivery of services is conducted differently. The new system will be characterized by safety from physical harm and re-traumatization; an understanding of clients and their symptoms in the context of their life experiences and history, cultures, and their society; open and genuine collaboration between provider and consumer at all phases of service delivery; an emphasis on skill building and acquisition rather than symptom management; an understanding of symptoms as attempts to cope; a view of trauma as a defining and organizing experience that forms the core of an individual’s identity rather than a single discrete event; and by a focus on what has happened to the person rather than what is wrong with the person (Saakvitne, 2000; Harris & Fallot, 2001). Without such a shift in the culture of an organization or service system, even the most “evidence-based” treatment approaches may be compromised.

1.2 Significant Dates

Advertisement	February 28, 2013
Pre-Proposal Conference	9:00 a.m. HST, March 11, 2013 Kaahumanu Hale, First Circuit Court 2 nd Floor Makai Conference Room 777 Punchbowl St. Honolulu, HI 96813 Attendance for this pre-proposal conference is optional.
Deadline for Questions	March 15, 2013
Response to Written Questions	March 22, 2013
PROPOSALS DUE	4:30 p.m. HST, Monday, April 1, 2013
Tentative Priority Listed Offerors Selected and Notified (if applicable)	April 10, 2013
Tentative Discussion with Priority Offerors	

(if applicable)	April 11 - 15, 2013
Tentative Best and Final Offers from Priority Offerors, if necessary	April 17, 2013
Tentative Notice of Award Date	April 19, 2013
Tentative Contract Execution Date	May 15, 2013
Tentative Notice to Proceed Date	May 16, 2013
Stakeholder discussion groups	February to April 2013
Submittal of Final Report	September 2013

1.3 Cancellation

The RFP may be cancelled and any and all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

END OF SECTION ONE

2 SCOPE OF WORK

2.1 Objectives

This Request for Proposals (RFP) solicits written proposals from expert consultants or organizations to fulfill the following objectives:

Assist in the development and implementation of the initial phase of a trauma-informed system of care for the Judiciary's Kapolei Detention Facility (KDF) and the Hawaii Youth Correctional Facility (HYCF).

Produce a findings and recommendations report with concrete recommendations for both facilities on creating a trauma informed system of care for youth housed within each facility.

2.2 General Requirements

The CONTRACTOR shall have the ability and experience in coordinating and organizing community support and engagement, and have expertise in cultural sensitivity.

The CONTRACTOR shall provide:

- A. Project Coordination. In providing Project Coordination, the CONTRACTOR shall:
 1. Establish a Planning and Implementation Team comprised of management and staff from OYS and the Judiciary.
 2. Involve the active participation of HYCF and KDF consumers, administration and staff, mental health providers, and kupuna and other cultural experts from the community.
 3. Conduct Organizational and Program Assessment.
 4. Coordinate evaluation of the Trauma Informed Initiative.
 5. Provide final reports to the Office of Youth Services and the Judiciary's Family Court. This would include a presentation to the Juvenile Justice State Advisory Council (JJSAC).
 6. Meet with OYS and the Judiciary in order to provide updates and progress of performance.

- B. Organizational and Program Trauma Assessment. In providing Organizational and Program Trauma Assessment, the CONTRACTOR shall:
 1. Plan meetings with administration from the OYS and the Judiciary.
 2. Provide a team of consultants to conduct a walk through assessment of both the HYCF and KDF. The team will assess the extent to which formal and informal procedures and the physical environment are trauma informed.
 3. Administer surveys to appropriate personnel and consumers.
 4. Collect and compile results of survey.
 5. Submit written report on findings which will include recommendations to creating trauma informed environments and places of healing within the HYCF and KDF.

6. Facilitate feed-back meetings to share results with the Office of Youth Services and the Judiciary.
7. Prepare and submit evaluation reports.

END OF SECTION TWO

3 PROPOSAL FORMAT AND CONTENT

In preparing its proposal, the Offeror shall describe the following:

3.1 Methodology

- A) The Offeror shall provide their intended plan, approach, method, and procedures for meeting the objectives described in Section 2.1 Objectives, and the activities described in Section 2.2 General Requirements.
- B) The Offeror shall outline the proposed phases and steps to be performed in a detailed workplan.

3.2 Background

Describe the nature of services provided by the Consultant or Organization including professional affiliations, licensing certifications, jurisdictions where similar work has been performed, education, and specialized training as appropriate for this project.

3.3 Previous Work

- A) Describe briefly any work done which is similar or related to the objectives and activities called for by these RFP specifications;
- B) Provide titles (and copies) of relevant reports or publications completed by the offeror;
- C) Provide the names, titles, and phone numbers of references for the above work.

3.4 Resources To Be Used

Describe the resources that the Offeror intends to commit to the work, including the name and qualifications of, the scope of the work contemplated for, and the amount of time to be devoted by personnel. The contractor may not subcontract, hire, or retain other practitioners to assist in performing the organizational assessments without the prior written approval of the Judiciary.

3.5 Cost

At this time, the available funding amount for this RFP is estimated to be \$36,000.

The cost of the proposal shall be itemized as follows:

- A. Personnel or consultant fee
- B. Report printing
- C. Other costs not otherwise allocable to the above
- D. Total proposed cost

END OF SECTION THREE

4 EVALUATION CRITERIA AND CONTRACTOR SELECTION

All proposals shall be evaluated by the Evaluation Committee using the following criteria and pursuant to Section 4.2 of the Procedural Requirements (Attachment A of this RFP). Best and final offers shall be allowed when applicable. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined in writing to provide the best value to the Judiciary, based on the criteria below.

An in-depth analysis and review of 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 125.

4.1 Evaluation Criteria

Experience and Qualifications of the Offeror (Total Points: 30)

- 10 • Past record of performance on contracts with government agencies and private industry with respect to effectiveness and quality of work.
- 7 • Past record of performance on contracts with courts and/or correctional systems with respect to effectiveness and quality of work.
- 7 • Qualifications and experience of staff in Honolulu, Hawai'i. Capacity and capability of the Offeror to perform the work. Specialized experience and technical competence of the Offeror regarding the types of services required.
- 6 • Financial stability of the Offeror and length of experience in organizational assessments.

Procedures (Total Points: 30)

- 20 • Completeness and reasonableness of the Offeror's plan, including procedures for accomplishing the facilitated meetings and stakeholder interviews. Demonstrated understanding of the work needed by the Judiciary or work to be performed.
- 7 • Access to electronic media to facilitate the exchange of information; includes e-mail and internet capabilities.
- 3 • Policy and procedures of the Offeror in the event legal proceedings are initiated on any account.

Capabilities (Total Points: 25)

- 15 • Access to on-line inquiry between the Judiciary and the Offeror.
- 5 • Assurances as to the security and safety of all Judiciary computer files **and documents**.

- 5 • An adequate back-up system and procedures to accommodate equipment failure.

Proposed Fee (Total Points: 25)

Miscellaneous (Total Points: 15)

- 5 • Progress Reports to the Advisory Group and Chief Justice as requested.
 - 5 • Insurance coverage for liability.
 - 5 • Any other services provided by Offeror to benefit the Judiciary in the development of a Trauma Informed Care Initiative.
-

125 Total Points

4.2 Contract Award

The Judiciary reserves the right not to award a contract should the evaluation committee determine that none of the proposals are acceptable.

END OF SECTION FOUR

5 SPECIAL PROVISIONS

5.1 JUDICIARY CONTACT PERSON

The Officer-in-Charge for this contract is:

Adriane Abe, Program Specialist
The Judiciary, State of Hawaii
Office of the Deputy Chief Court Administrator
777 Punchbowl Street
Honolulu, Hawaii 96813

Phone No: (808) 539-4408
e-mail: Adriane.c.abe@courts.hawaii.gov

5.2 OFFER PREPARATION

All Offers/proposals must typewritten on the OFFER FORM provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and the attached General Conditions, and Procedural Requirements and must be in accordance with the terms and conditions state herein. All cost associated with this offer preparation are the sole responsibility of the Offeror. **Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further conditions.**

Offeror shall submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and indicate exact legal name in the appropriate spaces on the OFFER FORM. Failure to do so will delay proper execution of the contract.

5.3 SUBMITTAL OF PROPOSAL

All proposals shall be delivered as follows:

One (1) Original and Three (3) copies of their completed proposals shall be **delivered no later than 4:30 p.m. HST on April 1, 2013,** and delivered to:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Kelly Otake
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 offeror unopened.

Offers on CD. As an option to submitting hard copies (orig. + 3 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. Please note that 3.5 of the Procedural Requirements Governing RFPs, dated May 2003 is not applicable for this RFP.

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 & fax: Kelly.Y.Otake@courts.hawaii.gov
Fax: (808) 538-5802

5.4 TIME LIMITATIONS The timetable set forth in "SIGNIFICANT DATES", Section 1.2 of this RFP, shall be followed to the closest extent possible. However, this timetable may be modified by the Judiciary upon justifiable reasons submitted in writing by the Contractor and upon the Judiciary finding that such modifications would not jeopardize the successful completion of this project.

5.5 METHOD OF AWARD

Award, if any will be made to the responsive and responsible Offeror who accumulated the most total points pursuant to SECTION FOUR - EVALUATION CRITERIA of this RFP, based on the information provided in its Offer.

Hawaii Compliance Express. Prior to Award, the Contractor must be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A single "Certificate of Vendor Compliance" from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices.

The Hawaii Compliance Express allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For the HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

Timely Submission of Certificate. The above certificate 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, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. A Hawaii Compliance Certificate will be required for final payment.

5.6 CONTRACT EXECUTION

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The Certificate of Vendor Compliance is required for award of a contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official start date.

5.7 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirements of this RFP, or doubts as to the meaning of the specifications, special provisions, general conditions, or evaluation and selection must be communicated by the date indicated in the Significant Dates Section 1.2 to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Kelly Otake
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813
Fax: (808) 538-5802, or email: Kelly.Y.Otake@courts.hawaii.gov

Offeror may provide e-mail 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.

5.8 BUDGET LIMITATIONS AND PAYMENT

1. Budget Limitations: At this time, a \$36,000 budget has been appropriated for this project.
2. Payment: Consultant shall submit to the Judiciary monthly reports on the progress of the project. Progress payment invoices may be submitted at that time. Each request for progress or incremental payment shall be accompanied by a certified statement of the costs actually incurred; such costs shall be displayed by appropriate categories. The amount of any progress payment shall be subject to agreement, except that 25% of the total Contract amount shall be

retained by the Judiciary until Judiciary has received the preliminary draft of the Report . The Judiciary shall retain 10% of the total Contract amount until the Judiciary has reviewed and accepted the Final Report and until the Final Report has met all the specifications of the contract as determined by the Judiciary.

5.9 INSURANCE

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 aggregate
Auto Insurance	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauikaouli Hale, Honolulu, Hawaii 96813."
2. "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
3. "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."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements.

Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this IFB have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

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.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this IFB. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide thirty (30) days written notice to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."

5.10 SECURITY CHECK

Every Judiciary site is secured by the Sheriff's Office (Department of Public Safety) and/or by a guard service. Therefore, Contractor's personnel working on-site through this contract will have a security and background check done by the Judiciary (Officer-in-Charge).

All contractor personnel who will be working on site shall have a security clearance or will not be allowed on-site.

5.11 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.

9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

5.12 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

5.13 STRICT PERFORMANCE

The parties, by this Contract, recognize that the Judiciary has a right to insist upon strict performance by the Contractor. Any failure by the Judiciary to insist upon strict performance of any provisions of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights of the Judiciary under this Contract.

5.14 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION FIVE

**SECTION SIX - OFFER FORM
TO PROVIDE A CONSULTANT TO ASSIST THE JUDICIARY, STATE OF HAWAII,
TO DEVELOP AND IMPLEMENT THE INITIAL PHASE OF A TRAUMA-INFORMED
SYSTEM OF CARE FOR THE JUDICIARY'S KAPOLEI DETENTION FACILITY AND
THE HAWAII YOUTH CORRECTIONAL FACILITY, AND TO PRODUCE A FINDINGS
AND RECOMMENDATIONS REPORT**

Offeror: _____

Honolulu, Hawaii

_____, 20

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to **TO PROVIDE A CONSULTANT TO ASSIST THE JUDICIARY, STATE OF HAWAII, TO DEVELOP AND IMPLEMENT THE INITIAL PHASE OF A TRAUMA-INFORMED SYSTEM OF CARE FOR THE JUDICIARY'S KAPOLEI DETENTION FACILITY AND THE HAWAII YOUTH CORRECTIONAL FACILITY, AND TO PRODUCE A FINDINGS AND RECOMMENDATIONS REPORT,** for the Total Price of:

_____ Dollars (\$_____).

The undersigned represents: (Check one only)

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.
State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below):

City, State, Zip Code

Business address:

City, State, Zip Code

Date: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Respectfully submitted,

(x) _____
Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed: