



The Judiciary
State of Hawai'i
REQUEST FOR PROPOSALS
J27118
TO PROVIDE FAMILY
COURT WITH LEGAL
COUNSEL SERVICE FOR
INDIGENT PARENTS

JULY 2026

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Judiciary Discrimination Harassment-Free Workplace Policy

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J27118

RFP ADMINISTRATIVE INFORMATION

RFP Title	TO PROVIDE FAMILY COURT WITH LEGAL COUNSEL SERVICES FOR INDIGENT PARENTS THE JUDICIARY, STATE OF HAWAII
RFP Project Description (Scope of Work)	
RFP Point of Contact: (See Contract Administrator)	Name – Marvin Williams Agency Name - Judiciary Email – Marvin.D.Williams@courts.hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Submittal of Proposals)	Electronic Submission hiepro.ehawaii.gov
RFP Closing Date: (See Schedule and Significant Dates)	July 31, 2026
RFP Closing Time: (See Schedule and Significant Dates)	12:00 PM, Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Period of Performance)	Upon contract execution and end on June 30, 2027 With the possibility of an extension of up to three (3) additional 12-month periods.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)	

SECTION ONE – INTRODUCTION

1.1 INTRODUCTION

The Scope of Work contained herein describes the scope and nature of the work required of the Contractor who shall be engaged by the State of Hawai‘i Judiciary (hereinafter referred to as the “Judiciary”), to manage and provide legal counsel services for Parents who are parties in Hawaii Revised Statutes (“HRS”) 587A cases which are heard in the Family Court of the First Circuit (the “Family Court”), including the related Family Courts specialty courts, which currently consist of Family Drug Court and Na Kama Lei (which currently services certain families with children aged zero to five).

Under the provisions of the Child Protective Act, HRS Chapter 587A, legal counsel may be appointed for Parents. The Judiciary will contract with a limited number of organizations or independent contractors capable of providing these services for the period covering upon contract execution through June 30, 2027, with the option that the contract may be extended for three (3) additional twelve (12) month periods. 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 contractor and if deemed in the best interest of the Judiciary.

This Request for Proposal (RFP) details the requirements of the Judiciary, including the General Conditions, and Special Provisions that must be adhered to by Offerors. The instructions for submitting a proposal are intended to assist qualified Contractors interested in preparing proposals to conduct the work described herein.

1.2. SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

PROPOSALS DUE	July 31, 2026
Tentative Contract Award Date	August, 2026
Tentative Contract Start Date	September, 2026

END OF SECTION

SECTION TWO - SOLICITATION INFORMATION

2.1 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

2.2 ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HIePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HIePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HIePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the Judiciary through HIePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HIePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HIePRO Special Instructions. Offeror shall review all special instructions located in HIePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HIePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

2.3 RFP ADDENDA

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HIePRO) to obtain RFP addenda or other information relating to the RFP.

2.4 QUESTIONS REGARDING RFP CONTENTS

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HIePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The Judiciary will

respond by the response date specified in HiePRO. The Judiciary may issue Addenda in response to written questions received regarding the RFP.

2.5 ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through the Hawaii State eProcurement System (HiePRO). Questions must be submitted by the question deadline date and time indicated in HiePRO. Answers will be given via the Hawaii State eProcurement System (HiePRO) site as noted in HiePRO.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

2.6 CANCELLATION OF PROCUREMENT AND PROPOSAL REJECTION

The Judiciary reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

2.7 FIRM OFFERS

Responses to this RFP, including proposed prices and/or fees will be considered firm for 90 days from the proposal due date.

2.8 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.9 OWNERSHIP OF DISPOSITION OF OFFER/PROPOSALS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting an offer/proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The Judiciary shall not reimburse such costs. All proposals become the property of the State of Hawaii.

2.10 ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Offer/Proposal. If an Offeror submits more than one Offer/Proposal, then the Judiciary reserves the right to reject and/or dismiss the Offeror from the RFP Process.

2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Hawaii Information Consortium, LLC shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Hawaii Information Consortium, LLC within thirty (30) days from receipt of invoice. Hawaii Information Consortium, LLC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

END OF SECTION

SECTION THREE – SCOPE OF WORK

3.1 OBJECTIVES

The primary objective is to provide the Family Court with legal counsel services for indigent parents, as determined by the Judiciary, involved with HRS Chapter 587A proceedings which are held in the Family Court.

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 contractors, 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 on behalf of the client, as appropriate.
4. Explain to the client his/her rights, responsibilities, and consequences of his/her choices.
5. Attend court hearing on behalf of clients and keep clients informed of all proceedings.
6. Prepare and file motions for reconsideration and motions to set aside defaults, and other appropriate motions.
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, and 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 and take appropriate actions if legal counsel has assessed that the parent cannot 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 the 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 contractors.
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.
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 witnesses 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, and legal arguments.
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 and Rules Expediting Child Protective Appeals.
42. Communicate the results of the appeal and its implications to the client.

3.2 DEFINITIONS

Case or Child Welfare Case – A legal action under HRS Chapter 587A involving a family unit with the same “birth mother” as defined under HRS § 587A-4. Each case may include all children of the birth mother, regardless of paternity, and may include any other “Parent” as defined under HRS § 587A-4, to include multiple adjudicated, presumed, or concerned birth fathers. Legal actions may also involve a family unit consisting of legal guardians or adoptive parents.

Non-Specialty Court cases are assigned to four (4) courtrooms, that each hear cases on a four-week rotating schedule:

- Week 1 – AM: Generally Reserved for Youthful Offender hearing that are not subject to this request
 PM: Generally Reserved for Youthful Offender hearing that are not subject to this request
- Week 2 – AM: Review Hearings, Temporary Foster Custody hearings and Temporary Family Supervision hearings
 PM: Review Overflow and Special set hearings
- Week 3 – AM: Generally Reserved for Youthful Offender hearing that are not subject to this request
 PM: Generally Reserved for Youthful Offender hearing that are not subject to this request
- Week 4 – AM: Child Welfare Trials
 PM: Child Welfare Trials

In practical terms, this means that during each work week, there are “Week 2” review hearings etc. set in one courtroom and “Week 4” child welfare trials potentially set in another. This schedule is subject to change at the discretion of the Family Court.

Contractor(s) – an individual(s) or entit(ies) that are awarded a contract to provide legal counsel services pursuant to this Request for Proposal.

Offeror – Any individual or entity that submits a proposal to become a Contractor in response to

this Request for Proposal.

Organizations – legal firms, including consortiums, etc.

Specialty Court – a courtroom that is dedicated to handling specific populations and cases. Parents must volunteer to participate in Specialty Court in order to be considered for admission. Examples of child welfare-related Specialty Courts are Family Drug Court and Na Kama Lei.

Family Drug Court presently convenes on Friday Mornings. Cases may be heard as frequently as weekly up to monthly depending on the client's level. There is presently an average of 10-12 cases in Family Drug Court.

Na Kama Lei focuses on early childhood development and specifically those children aged zero (0) to five (5) years of age who are in the child welfare system. This Court presently convenes once a month on Tuesdays. There is presently an average of 10 cases in Na Kama Lei.

3.3 QUALIFICATIONS

Family Court is seeking offerors who will have a pool of qualified staff to provide legal counsel services.

Offeror Requirements

- a. Have adequate and properly trained staff available to provide legal counsel services in Child Welfare Cases for at least one and up to and including all four Non-Specialty courtrooms that preside over Child Welfare Cases as explained under Part 3.2 above, as well as the availability to provide legal counsel services in cases before the Family Drug Court and Na Kama Lei Court (which currently services families with children aged zero to five), as well as future specialty courts instituted by the Family Court. The Offeror shall represent parents in the Specialty Courts for any case that originates in their designated Non-Specialty Court and is referred to and accepted into the Specialty Court.
- b. Have the ability to manage the assignment of cases and ensure courtroom coverage while complying with the Hawaii Rules of Professional Responsibility and specifically any and all applicable rules regarding conflicts of interest.
- c. Have an adequate accounting system.
- d. Completion of the Volunteer Guardian Ad Litem Program training by the Offeror and their appropriate staff or similar training approved by the Judiciary within 90 days of contract execution, if not already previously completed.
- e. The Offeror and their appropriate staff will complete a minimum of twenty 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 related topics.
- f. The Offeror and their appropriate staff will have the ability to conduct interviews and investigate and evaluate facts.
- g. The Offeror and their appropriate staff will have the ability to create and maintain accurate

records.

- h. The Offeror and their appropriate staff will have the ability to communicate clearly and concisely, both orally and in writing.
- i. The Offeror and their appropriate staff will have the ability to relate civilly and professionally with anyone involved in the Case including, but not limited to, clients, families, attorneys, representatives from agencies, and service contractors.
- j. Contractor shall engage in regular meetings, as scheduled at the discretion of the Family Court, with legal leadership from other agencies and the Judiciary to discuss system-wide, non-case specific issues that are administrative in nature.

OPTIONAL SERVICE

Multidisciplinary Team Component

The Contractor may utilize properly trained paraprofessionals, social workers, lived experts and volunteers under close supervision by professional staff to assist with the legal representation of parents, provided that only licensed attorneys will provide direct legal advice to the client (a “Multi-Disciplinary Team”).¹

To the extent Proposals include a Multi-Disciplinary Team component as defined under Section 3.3 they shall include a separate scope of work, staffing plan, and cost estimate for the Multi-Disciplinary Team component which is distinct from the primary proposal for legal representation services.

1. The Proposals shall clearly state how the Multi-Disciplinary Team component will integrate with and support the parent representation model to include how the Multi-Disciplinary Team component will coordinate with attorneys and contribute to overall outcomes.
2. The Family Court reserves the right, in whole or in part, to 1) award the Multi-Disciplinary Team component in conjunction with the main legal counsel contract; and 2) reject any proposals for the Multi-Disciplinary Team component. In the event funding is unavailable, the Family Court further reserves the right to defer awarding the Multi-Disciplinary Team component until such funding becomes available.
3. A decision by the Family Court to modify, defer, or reject a Multi-Disciplinary Team component shall not relieve the selected Contractor of any obligation to perform the primary legal counsel services in accordance with its accepted proposal.
4. If the inclusion of a Multi-Disciplinary Team component affects the proposed attorney staffing or sub-contracting levels, the proposal must provide a clear explanation and justification for how the overall service model will continue to meet or exceed the required performance standards both with and without the Multi-Disciplinary Team component.

¹ See e.g. U.S. Department of Health and Human Services Administration on Children, Youth and Families Log No: ACYF-CB-IM-21-06 Issued January 14, 2021, at pages 5-6, available at: [ACYF-CB-IM-21-06](#).

3.4 SUMMARY OF SERVICE ACTIVITY

Proposals are being solicited for up to two contractors to retain and manage attorneys qualified to perform contracts to provide legal counsel services to parents involved with HRS Chapter 587A proceedings and other related court hearings.

The successful offeror(s) will be assigned carryover cases from prior contracts to serve as full representation attorneys.

There are approximately 237+ cases currently in the system and approximately 150 new filings per year.

3.5 MANAGEMENT REQUIREMENTS

3.5.1 Personnel

- a. Legal Counsel services shall be provided by attorneys licensed in the State of Hawai'i who have strong communication skills, knowledge and understanding of the dynamic of child abuse and neglect, family violence, and substance abuse, all relevant statutes, all relevant court rules, and family law.
- b. The Offeror shall provide its own consent forms as well as obtain and provide consent forms [sample attached as ATTACHMENT 1 WAIVER AUTHORIZATION AND RELEASE FORM AND ATTACHMENT 2 PROTECTIVE SERVICE CENTRAL REGISTRY CONSENT] from each qualified counsel and staff in order for the Judiciary to obtain information from the Department of Human Services, Office of Disciplinary Counsel, Hawaii Judiciary Informational System, Criminal Justice Informational System, National Crime Information System, and Juvenile Statewide Informational System (the "Background Checks")
- c. A confirmed report of abuse or neglect will disqualify the Offeror and/or legal counsel from performing services under the contract. Disqualification may also occur for "unconfirmed" reports or reports under investigation. Legal counsel staff will be disqualified from performing services under the contract if he/she has been convicted of any felony or misdemeanor involving a "crime of violence" that "involves injury or threat of injury to the person of another." Disqualification may occur for all other criminal convictions or cases under investigation. Disqualification may also occur for complaints under investigation and/or recommended for sanctions by the Office of Disciplinary Counsel. Notwithstanding the above requirements, a confirmed report of abuse or neglect will not automatically disqualify live experts from working within a multi-disciplinary team.

3.5.2 Quality Assurance and Evaluation

- a. As part of their proposal, Offerors shall include their proposed quality assurance ("QA") plan that will be used to evaluate the performance of their attorneys and/or Multi-Disciplinary Teams. Offerors shall propose, at minimum, measurement tools by which effectiveness of the services may be determined. Separate and apart from the monthly reporting requirements listed in Section 3.5.2b below, the QA plan must include a detailed QA progress report plan to the Judiciary. This QA progress report plan shall specify:

- 1) The intervals upon which the Contractor will submit QA progress reports to the Judiciary;
- 2) The key Performance indicators and quality metrics that will be provided to the Judiciary over the reporting period.

QA progress reports shall include any results of internal audits or quality reviews, and any corrective actions taken for any identified deficiencies. In addition to any proposed measurement tools, if selected, the contract may incorporate additional measurement tools as agreed to by the parties.

- b. If selected, the Contractor shall provide the Judiciary with a monthly report with data on caseload, number of new cases, number of closed cases with an explanation as to the case disposition, average and maximum active caseloads per attorney, and staffing changes. Reports shall be submitted before the twenty-first day following the end of the month. Contractor shall also provide the Judiciary with any necessary information, including but not limited to timesheets, to justify federal funding that the Judiciary may be entitled to, pursuant to the Social Security Act, Title IV-E (42 U.S.C. §§ 670-679b).
- c. In addition to parts a and b above, if selected, the Contractor shall cooperate with the Judiciary in evaluating the effectiveness of the Contractor's services. The Contractor shall agree, by contract, to be willing to undergo a program assessment and/or audit designed to assess the Contractor's performance under the contract. Based on any assessment/audit report, the Contractor will develop any necessary action plans to address any identified areas which need improvement. In addition to the above, the Contractor shall engage in at least one quality improvement activity to be completed annually.

END OF SECTION

SECTION FOUR - SPECIAL PROVISIONS

4.1 SUBMITTAL OF PROPOSAL

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO) and** attach scanned Section 6 “Proposal Form” and other required documents as specified in this solicitation, **all no later than at the time and due date indicated on HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>)**.

4.1.2 Requirement for Award.

To be eligible for award, all prospective applicants 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 contract, a contract may not be awarded.

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker’s compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(C), Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The following website Hawaii Compliance Express (HCE), <http://vendors.ehawaii.gov> expedites the process in applying for and furnishing proof of compliance with the requirements of 103D-310(c), HRS. Under Hawaii law, you must provide proof of compliance. Otherwise, you may obtain the individual certificates from the State of Hawaii following the provisions below.

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. A tax clearance or valid HCE certificate will be required for final payment.

4.1.3 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 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.
- 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) in the minimum amount of \$1,000,000 per claim.

Contractor understands that Contractor is subject to liability, under applicable law, for any professional errors and omission which may occur on connection with the performance of service in connection to any contract awarded as a result of this Request for Proposal.

Contractor shall obtain and keep in force throughout the period of any contract awarded as a result of this Request for Proposal, 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 and shall furnish Judiciary with evidence that Contractor maintains such insurance.

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, each insurance policy required by contracts shall contain the following clauses:

- a. The Judiciary, State of Hawaii is added as an additional insured with respect to operations performed for The Judiciary, State of Hawaii (if available).
- b. 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.

- 4.1.4 The proposal(s) shall be submitted through the State of Hawaii Electronic Procurement System (HIePRO) no later than the date and time indicated above in Section 1.2

SCHEDULE AND SIGNIFICANT DATES.

- 4.1.5 Offerors will be notified by the Family Court of any clarifications of their proposals, any discussions, or for submittal of any best and final offers.

4.2 EVALUATION CRITERIA

Proposals will be evaluated by an appropriate evaluation committee. 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:

- 4.2.1 Qualifications and experience of firms or individuals in the fields of Family Law and/or Child Welfare related services and management capacity.

- 4.2.2 Scope of Services to be provided.

- 4.2.3 Cost of Services.

Pursuant to Hawai'i Administrative Rule § 3-122-52, proposals with the lowest cost factor shall receive the highest available rating allocated to cost. Offerors schedule of expenses shall be reviewed for reasonableness and necessity pursuant to HRS § 571-87.

- 4.2.4 Completeness of Proposal. Provided that while proposals may receive higher scoring for including the optional Multi-Disciplinary Team Component under Section 3.3, proposals that do not include the optional Multi-Disciplinary Team component will not be disqualified solely for omitting it.

- 4.2.5 Approach to Legal Representation. Quality and clarity of proposed legal service model, including attorney staffing levels, caseload management, quality assurance, and supervision.

- 4.2.6 Service Integration and Client Support. Strategies for collaboration with service contractors, communication with clients, and coordination with the Department of Human Services.

4.3 CONTRACT AWARDS

The initial contract term will be from contract execution through June 30, 2027. Awards will be made to 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 Judiciary reserves the right to reject any proposals and to waive any defects, when in its opinion, such rejection or waiver is in the best interest of the Judiciary.

4.4 CONTRACT EXTENSION

Unless terminated, the contract may be extended for three (3) additional 12 month periods past the initial period covered in this RFP, upon mutual agreement in writing, and provided the contract price remains the same as the previous year's contract price or is negotiated and mutually agreed upon by each party subject to legislative funding. Should an extension to the

contract be made, the Contractor shall be required to execute an amendment to the contract for the additional extension period. Any extension to the contract includes a Multi-Disciplinary Team component if the component was part of the original contract. However, the Family Court reserves the right to renew the contract without the Multi-Disciplinary Team component.

4.5 PAYMENT

4.5.1 Method of Payment.

Payments shall be made in increments and shall be agreed to mutually by the Contractor and the Judiciary with the following conditions:

- a. The amount of each incremental payment shall be subject to agreement.
- b. Each request for incremental payment shall be accompanied by a certified statement of cases involved.
- c. Final payment (for contracts of \$25,000 or more) shall be made only after submission by the Contractor of a Tax Clearance issued by the Hawaii State Department of Taxation and the Internal Revenue Service showing that all delinquent taxes levied or accruing under State statutes, have been paid in accordance with Section 103-53, HRS.

4.5.2 Termination for Lack of Funds

Pursuant to Section 103D-309, HRS, 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 Financial Services Administrator is permitted to certify only that portion of the total funds required for the contract that is available because 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.

END OF SECTION

SECTION FIVE – PROPOSAL

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

5.1 APPLICATION FORM (See ATTACHMENT 3: STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST)

Offeror shall require legal counsel to 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
- e. Specialized Training/Continuing Education Completed or Attending and certifications or licenses obtained
- f. References
- g. Current and valid driver’s license
- h. A list of Case names and circumstances in which legal counsel was reprimanded or sanctioned in any HRS 587A case or by any professional organization (including the ODC) in the past three years.

5.2 DESCRIPTION OF FIRM

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

5.2.1 Background

- a. Describe the nature of services provided by the firm or consortium.
- b. Describe the firm’s organization and how it manages the operation of its work.

5.2.2 Staff

Give the total number of full-time staff (if any) currently employed by the firm or consortium in Hawai‘i, as well as the intended number of full-time staff, the firm or consortium intends to hire in Hawai‘i if awarded the contract, broken down by categories (services, professional and other classifications, and office)

5.2.3 Previous Work

- a. Describe any work done which is similar or related to the work called for by these specifications. Offerors shall disclose any potential conflict of interest which may affect the project. If they can be construed to be potential conflict of interest, Offerors shall indicate how it can be minimized to safeguard the independence of this project.
- b. If Offeror has been reprimanded or sanctioned on any HRS 587A case or by any professional organization (including ODC) in the past three years, please list the case name and circumstances.

5.3 RESOURCES TO BE USED

List the resources that the Offeror intends to commit to the work, including names and qualifications of the company’s personnel (if any), the scope of work contemplated and/or the amount of time to be

devoted by each of the firm's personnel. Offerors may subcontract, hire or retain other personnel or practitioners to perform the work only after consultation with and receiving the written consent of the Judiciary. All new personnel must sign the consents noted in Section 3.5.1.b in order to enable the Judiciary to evaluate the Offeror's proposal. Offerors must submit 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 legal counsel.

5.4 COSTS PROPOSALS

Cost proposals are requested for the performance of all services listed under Section Two-Scope of Work on an annual basis. Cost proposals shall include all applicable taxes. 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. Proposals shall include a schedule of all necessary expenses. Cost proposals should be presented with the understanding that the amount proposed during a given year cannot be exceeded.

END OF SECTION

ATTACHMENT 2

State of Hawai'i
DEPARTMENT OF HUMAN SERVICES

Social Services Division
Child Welfare Services Branch

**CONSENT TO RELEASE INFORMATION FROM THE
Child Protective Services System Central Registry**

I, _____ hereby give my consent to have the Department of Human
(Please Print)
Services (DHS) conduct a child welfare services Child Protective Services System Central Registry check
on me and to release the information to:

Name of Individual or Organization: Marvin Williams, Judiciary, Family Court of the First Circuit, Program Specialist

Relationship: Judiciary Program Specialist

Address: 4675 Kapolei Parkway, Kapolei, HI 96707

Phone Number: (808) 954-8498

This consent shall terminate a year from the date of my signature below. I understand that the information I provide about myself shall be used solely for the purpose of conducting the Child Protective Services System Central Registry check.

My Date of Birth: _____ **My Social Security Number:** _____

Any Alias, Former Name, Including Maiden Name: _____

The information to be released shall be limited to the history of abuse or neglect in which I was identified as a Perpetrator and as specified below:

Child Protective Services System Central Registry:

- Date of CONFIRMED incident(s) only
- Type of abuse for each incident

I understand that the release of this information may be used as part of a background check for employment purposes and to comply with the requirements for various social services programs within the Department of Human Services, which may result in employment suspension or termination.

Signature

Date

Mail the original form to: Department of Human Services, Child Welfare Services Branch, Oahu Child Welfare Services Section 3, Attn: CAN Clearances, 420 Waiakamilo Road, Suite 300A, Honolulu, Hawaii 96817. Faxes will not be accepted.

**THE JUDICIARY, STATE OF HAWAII
 FAMILY COURT, FIRST JUDICIAL CIRCUIT
 REQUEST FOR PROPOSAL J27118**

**STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST
 FISCAL YEAR 2027**

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 CODE	STATE	ZIP	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)

Current Valid Driver's License No.

**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 Address Phone Number & Email	Relationship

7. REQUEST

NUMBER OF COURTOOMS PER FY & Carryover cases	
Number of Courtrooms (please indicate the total number of non-specialty courtrooms you will cover, i.e. 1, 2, 3, or all 4)	Carry over Cases (if any)

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, SAMPLE OF LEGAL DOCUMENTS PREPARED ON BEHALF OF PARENTS (FOR COUNSEL).

9. PROVIDE A WRITTEN NARRATIVE OF THE ROLE OF LEGAL COUNSEL. (NOT TO EXCEED ONE PAGE.)

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.