REQUEST FOR PROPOSALS

LEGAL MATTERS MANAGEMENT SYSTEM

COUNTY OF MAUI

DEPARTMENT OF FINANCE
PURCHASING DIVISION

RFP 12-13/P106

Notice To Software Vendors
To Provide Legal Matters Management Software
For The County Of Maui

RFP 12-13/P106

The County of Maui, Department of Finance is requesting proposals from experienced Legal Matters Software Vendors with established expertise in providing software for processing government type legal matters.

The Request for Proposal (RFP) provides a brief background to the project and outlines the requirements for Legal Matters Software Vendors, and proposal submittal.

The RFP may be obtained at the Division of Purchasing, Department of Finance, located at 2145 Wells Street, Room 104, Wailuku, HI. 96793 or downloaded from the County of Maui website at:
http://www.co.maui.hi.us/bids.aspx

Six copies of the complete proposal must be received by 2:00 p.m on **August 2, 2013** at the following address:

Department of Finance
Purchasing Division
County of Maui
2145 Wells Street, Room 104
Wailuku, Maui, Hawaii 96793

Proposals received after the stated time will not be accepted and will be returned to the sender. Once proposals have been reviewed by the County, a determination will be made as to whether oral interviews with selected consultants will be held. Please direct technical questions on the RFP to Tim Lawler, County of Maui, IT Business Analyst at (808) 463-3827.

DANILO F. AGSALOG
Director of Finance

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SECTION ONE

INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
County	=	County of Maui
CPO	=	Chief Procurement Officer
Department	=	Department of the Corporation Counsel
GC	=	General Conditions
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
LMMS	=	Legal Matters Management System
Must	=	Denotes the imperative.
Procurement Officer	=	Contracting officer for the County of Maui
Proposer	=	A individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
RFP	=	Request for Proposals
Time	=	If stated as a number of days, will be calendar days.
Shall, Will	=	Indicates a mandatory requirement.
Should	=	Indicates a preference.

1.02 INTRODUCTION

The County of Maui, Department of the Corporation Counsel, desires Legal Matter Management System (LMMS) Software. The proposed solution should include transition of past and current matters, installation and training.

The Department requires a system to record and store documents associated with all legal matters. Extensive indexing, logging, complete tracking with document level security, detailed calendaring capability including master calendars that include all events, attorneys, participants, case types with extensive contract management, litigation features, plus generate automatic reminders for follow-up and deadlines. Online access of matters, cases and all documents is a requirement. The system must provide functionality and statistical reporting for risk analysis.

1.03 CANCELLATION

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

1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the County of Maui's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	June 10, 2013
Deadline to Submit Written Questions	June 28, 2013
County of Maui's Response to Written Questions	July 12, 2013
Proposals Due and Opened	August 2, 2013
Proposal Evaluations	August 15, 2013
Discussion with Priority Listed Proposers (provide demo requirements)	August 26, 2013
Selected Proposers Demos Completed	September 13, 2013
Best and Final Offer	September 23, 2013
Estimated Contract Award	September 30, 2013
Contract Start Date	November 4, 2013

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW AND HISTORY

Current Environment

Corporation Counsel is using an in-house developed application to manage their legal matters. They also use a version of Time Matters to schedule court dates. The in-house application no longer meets their business requirements.

Corporation Counsel Department of Maui County processes over 4,100 matter requests and about 50 litigation actions per year.

Matter Types	2011	2012
Advisory Opinions Rendered	14	24
Requests Received	3,736	4,101
Requests Closed	4,138	4,138
Contracts Prepared	354	466
Ordinances Prepared	54	57
Civil Litigation Actions against County	133	66
Civil Litigation Actions Settled By County	24	88
Admin Litigation Actions against County	52	46
Admin Litigation Actions against County	9	6
Claims Processed for Settlement	39	31

“Admin Litigation” matters are generally matters before boards/commissions. Representative type boards/commissions would include Unemployment Appeals Board, Civil Service Commission, Board of Variance and Appeals, Maui Planning Commission, Land Use Commission, Hawaii Civil Rights Commission.

The Department’s calendar today has over 150 open Civil Litigation matters and 120 Admin Litigation matters in process. The Department uses a homegrown web based system to track cases filed in an MS SQL database.

Section 2.02 SCOPE OF WORK

Matter/Case Tracking

The Department requires a Legal Matters Management System (LMMS) to record and store documents associated with all legal matters. Extensive indexing, logging, and complete tracking with document level security is a must. The proposed matter/case management solution must include the transition of past and current matters, installation as well as on site training.

Currently, when matters originate from another Maui County department a cover sheet (Green Sheet) is filled out by the originator and signed by their department head. Then the matter is recorded and assigned within the Department. Matters that originate from outside the county are usually received at the front desk. The Department has three sections Risk Management, Drafting and Litigation. The new system must have an intake process for other county departments to enter requests into the system and efficiently attach supporting electronic documents. It should automatically route (with notifications) through the appropriate approvals and tasks depending on the type of legal matter.

The Department would like to track claims information in order to analyze trends (by matter type, location, cause, dept, etc). This will allow them to mitigate risk, predict the future probability of incidents and justify safety education, including preventive measures and corrective actions to Council and/or departments.

Electronic Records Management

Most of these source documents are usually prepared using MS Word 2003 or WordPerfect X3. Workflows steps need to be initiated to control all matter processes.

Calendars

All events must be displayable on a calendar for an attorney, party, case and a master calendar for each case. Calendars must be updateable immediately with the proper authority.

Notifications

Email notifications and alert processing for important dates especially scheduled milestones and trial dates is a must.

Searches

Searches must be available for the entire database using a desktop PC or laptop PC and should be available from anywhere using a tablet device.

Reporting Tools

Standard reporting and the current reports must be easy to produce and current ones should be easily convertible over to the new system.

Security

Security must be capable of locking out parties at the document level.

Audit Trails

Audit trails should record when documents are viewed, when viewing is denied and whenever documents are updated.

Apple/ Android Access
All information must be accessible and should be updateable by those with the proper authority using an Apple or Android tablet device.

Documentation, Training and Transition
An easy to use system with good documentation must also include an onsite training plan.

Test Environment
Provide a test environment to test usability, speed and flexibility of the new system.

Section 2.02 Deliverables
(See Exhibit A - Functional Requirements Spreadsheet)

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Proposers ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When a proposer submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the proposer has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the proposer's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK and in Section 2.2 the Functional Requirements Spreadsheet**.

Proposal must:

1. Include a transmittal letter to confirm that the proposer shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

2. Include a signed Offer Form OF-1, with the complete name and address of the proposer's firm and name, mailing address, telephone number, and fax number of the person the County of Maui should contact regarding the proposer's proposal.

3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

    a. The general scope of work to be performed by the subcontractor;

    b. The subcontractor's willingness to perform for the indicated.

4. Provide all of the information requested in this RFP in the order specified.

5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

    a. Transmittal Letter
    See Section Six, Attachment 1, Offer Form OF-1.

    b. Experience and Capabilities

        1) Client listing.
        2) Number of years in business.

3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
4) Listing of references.
5) Summary of listing of judgments or pending lawsuits or legal actions.
6) Samples of projects similar to those described in this RFP.

c. Proposal including an overall strategy, timeline and plan

d. Pricing
See Section Six, Attachment 2, Offer Form OF-2.

e. Exceptions

3.02 EXPERIENCE AND CAPABILITIES [Adjust this section to meet your requirements]

(1) Provide a complete, related and current client listing.

(2) Indicate the number of years proposer has been in business and the number of years proposer has performed services specified by this RFP.

(3) Include a list of key personnel and associated resumes for those who will be dedicated to this project.

(4) Proposer shall include a list of at least three (3) references from the proposer's client listing that may be contacted by the County of Maui as to the proposer's past and current job performance. Proposer shall provide names, titles, organizations, telephone numbers, email and postal addresses.

(5) Provide a summary listing of judgments or pending lawsuits or actions against adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

(6) Provide sample projects and/or examples of written plans.

3.03 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE

Proposer shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.04 FINANCIAL INFORMATION

The Proposer shall provide a complete set of audited financial statements for the past three years. All financial statements should be prepared to generally accepted accounting principles. Each Proposer should note that the County of Maui reserves the right to purchase credit reports and additional information as it deems necessary. The Proposer shall also provide a copy of its corporate annual report.

3.05 PRICING

Refer to Section Six, Attachment 2, for Offer Form OF-2.

3.06 EXCEPTIONS

Proposer shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Proposer shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:

   A. A sealed original, one digital copy and five copies must be physically in the possession of Maui County, no later than 4:00PM, Hawaiian Standard Time, **August 2, 2013**.

   B. The proposal must include all required items in the Special Provisions (Section 5).

   C. The original and all copies of the proposal must be in ink or typewritten.

   D. Failure to meet phase 1 criteria may result in rejection of the proposal.

2. An in-depth analysis and evaluation will be based upon the following Evaluation Criteria.

The Evaluation Criteria are listed in order of relative importance.

Evaluation Criteria and the associated points are listed bellow. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the County of Maui based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

1) Overall Cost Maui County including direct and indirect costs identified. **(30)**

2) Project Proposal **(50)**

   a. Ability to Meet Functional Requirements and Deliverables each item must be addressed clearly and succinctly.

   b. Software Ease of Use

   c. Time to Complete Development, Testing, Acceptance, Implementation and Operation

   d. Transition and Implementation Strategies

   e. Risk Analysis and Expected Results

g. Electronic Document file management solution

3) Previous experience, capability and proficiency in electronic file legal matter management **(20)**

a. Number of years in the business and number of years performing services specified in this RFP

b. Reputation/Credibility and Demonstrated Knowledge/Experience of the Vendor.

c. References and client listings

d. Include your Project Manager's resume for this project.

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

All electronic file management systems shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the office of the Department of the Corporation Counsel, County of Maui.

5.02 RESPONSIBILITY OF PROPOSERS

Hawaii Compliance Express (HCE). In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful bidder must produce the following documents as instructed in the attached section entitled "Responsibility of Offerers":

a. Tax Clearance Certificate
b. DLIR Certificate of Compliance
c. Certificate of Good Standing from the DCCA

The awarded vendor is encouraged to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The state website is http://vendors.ehawaii.gov.

5.03 PROPOSER QUALIFICATIONS

Proposer shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.20, Experience and Capabilities, will likely have an adverse effect on proposer's proposal evaluation.

5.04 TERM OF CONTRACT

Successful proposer shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a sixty (60) month period, starting on the official commencement date of the Notice to Proceed. The contract may be extended for an additional period of up to twenty-four (24) months, or any portion thereof, if mutually agreed upon in writing prior to the contract expiration. The Contractor or County of Maui may terminate the extended contract period at any time upon 30 days' prior written notice.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Tim Lawler, (808) 463-3827, the IT Business Analyst, IT Services Division, Department of Management is designated the Contract Administrator.

5.06 OVERVIEW OF THE RFP PROCESS

a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.

b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and proposers' proposals shall be open to public inspection after posting of the award.

   All proposals and other material submitted by proposers become the property of the County of Maui and may be returned only at the County of Maui's option.

d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible proposers submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible proposers who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the proposer's proposal before the BAFO is tendered.

f. If, during discussions, there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed proposers who submit acceptable or potentially acceptable proposals.

g. Following any discussions, Priority Listed proposers will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed proposers prior to the submission of the BAFO.

h. The date and time for proposers to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If proposer does not submit a notice of withdrawal or a BAFO, the proposer's immediate previous offer shall be construed as its BAFO.

i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the proposer whose proposal is determined to be the most advantageous to the County of Maui, taking into consideration price and the evaluation factors set forth in Section Four.

k. The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the proposer and the County of Maui agree are confidential and/or proprietary should be identified by the proposers and shall be excluded from access. With respect to confidential or proprietary information excluded from access, proposer agrees to indemnify, defend, and hold harmless the County from any and all claims that may arise from said exclusion.

l. The Procurement Officer, or an evaluation committee, reserves the right to determine what is in the best interest of the County of Maui for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

m. The RFP, any addenda issued, and the successful proposer's proposal shall become a part of the contract. All proposals shall become the property of the County of Maui.

n. After the contract has been awarded the County of Maui will notify the unsuccessful vendors.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

A proposer shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Department of the Corporation Counsel and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

Proposer shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Department of the Corporation Counsel prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3**. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of proposer's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the proposer's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the Department of the Corporation Counsel Procurement Officer official issuing this solicitation. [Include phone or fax number]. The County of Maui will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-06 through 3-122-97.

5.11 OFFER ACCEPTANCE PERIOD

The County of Maui's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the proposer shall remain firm for a sixty (60) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of the Corporation Counsel and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: http://www.hawaii.gov/spo2/source/.

Any protest pursuant to § 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chief Procurement Officer, Department of Finance, 2145 Wells Street, Wailuku, Hawaii 96793.

5.15 DOWNLOAD SOLICITATION [Include this section if solicitation is available on the Internet]

Proposer is advised that if interested in responding to this solicitation, proposer may choose to submit its offer in a downloaded document from the Internet provided proposer registers its company by fax or e-mail for this specific solicitation. If proposer does not register its company, proposer will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the County of Maui shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the County of Maui, including attorneys' fees and costs.

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the proposer of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each proposer must:

(1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;

(2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.18 PROPOSAL PREPARATION

a. **OFFER FORM, page OF-1**. See Attachment 1. Proposals shall be submitted using proposer's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned, or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected, unless accompanied by other material containing an original signature, indicating the proposer's intent to be bound.

b. **Offer Guaranty**. An offer guaranty is NOT required for this RFP.

c. **Tax Liability**. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, a proposer is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, proposer shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

d. **Taxpayer Preference**. For evaluation purposes, pursuant to HRS § 103D-1008, the proposer's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

e. **Original Proposal and Copies to be Submitted**. Proposer shall submit one (1) original proposal marked "ORIGINAL" and **five (5) copies** of the original marked "COPY". It is imperative to note that the proposer submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Proposer is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Proposer is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

f. Costs for developing the Proposal are solely the responsibility of the proposer, whether or not any award results from this solicitation. The County of Maui will not reimburse such costs.

g. All proposals become the property of the County of Maui.

h. Copies of documents transmitted by proposers via facsimile machines shall be limited to the modifications or withdrawal of any offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Department of Finance, Purchasing Division, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Department of Finance, Purchasing Division time stamp clock. Offers received after the deadline shall be returned unopened.

If the proposer chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Department Finance, Purchasing Division but to a central mailroom. This may cause a delay in receipt by the Department of Finance, Purchasing Division and the offer may reach the Department of Finance, Purchasing Division after the deadline, resulting in automatic rejection.

5.20 PRICING

Pricing shall include labor, materials, supplies, training and all applicable taxes. The pricing shall be all-inclusive. The County of Maui is not tax exempt.

5.21 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the County of Maui regarding any aspects of the proposer's proposal, it shall be provided within four (4) business days.

5.22 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified County of Maui employees selected by the Procurement Officer, shall evaluate the proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed proposers who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the proposer's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Proposers who submitted the highest-ranked proposals.

5.23 DISCUSSION WITH PRIORITY LISTED PROPOSERS

Priority listed proposers shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The County of Maui, in its sole discretion, shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

5.24 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-0-96 through 3-122-97.

The County of Maui shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the proposer in the event this RFP is cancelled or a proposal is rejected.

5.25 CONTRACT EXECUTION

Successful proposer receiving award shall enter into a formal written contract. <u>No performance or payment bond is required for this contract</u>.

No work is to be undertaken by the Contractor prior to the commencement date. The County of Maui is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the County of Maui may terminate the extended contract at any time without cause upon six (6) weeks' prior written notice.

5.26 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

HRS Section 103-10 provides that the County of Maui shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the County of Maui will reject any offer submitted with a condition requiring payment within a shorter period. Further, the County of Maui will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS § 103-10, as amended.

The County of Maui will not recognize any requirement established by the Contractor and communicated to the County of Maui after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.27 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the County of Maui. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the County of Maui. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.28 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.29 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or

in participation in the benefits of any program or activity funded in whole or in part by the State.

5.30 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor nor any employee or agent of the Contractor presently has any interest, and promises that no such interest, direct or indirect, shall be acquired that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.31 WAIVER

The failure of the County of Maui to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the County of Maui's right to enforce the same in accordance with this contract.

5.32 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.33 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, proposer, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.34 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this office may be subject to the approval of the Department of Corporation Counsel as to form, and is subject to all further approvals, including the approval of the Mayor or Financial Director, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§ 3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the County of Maui.

All information, data, or other material provided by the proposer or the Contractor to the County of Maui shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The proposer shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the proposer desires to remain confidential, subject to HAR § 3-122-58, in the case of an RFP, or HAR § 3-122-30, in the case of an IFB. The proposer shall state in its written communication to the Procurement Officer the reason(s) for designating the material as confidential, for example, trade secrets. The proposer shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening, regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General, in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the proposer protests under HAR Chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS § 92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for seven (7) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in [Dept/Agency] requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any [Dept/Agency] contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Competency of Proposer. Prospective proposer must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require proposer to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the proposer to furnish satisfactorily the goods or

services being solicited by the COUNTY OF MAUI. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any proposer who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. A proposer may submit only one offer in response to a solicitation. If a proposer submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, a proposer may submit only one offer for each line item (if any) of a solicitation. If a proposer submits more than one offer per line item, then all offers for that line item shall be rejected.

5.35 General Terms and Conditions

General terms and conditions for goods and services link: http://www.co.maui.hi.us/documents/3/36/3617/GOODS%20AND%20SERVICES_Rev101311_20120831182613 8078.pdf

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT
- Attachment 3: Hardware & Software Requirements
- Exhibit A: Section 2.2 Functional Requirements Spreadsheet
- Exhibit B: Examples of Existing Reports

OFFER FORM
OF-1

REQUEST FOR PROPOSAL
LEGAL MATTERS MANAGEMENT SYSTEM
COUNTY OF MAUI
DEPARTMENT OF FINANCE
RFP-12-13/P106

Greg King
Chief Purchasing Agent
Purchasing Division
County of Maui
2145 Wells Street
Wailuku, Hawaii 96793

Dear Sir:

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, 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 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.

Proposer** is:_____
(Name of Company)

☐Sole Proprietor ☐Partnership ☐Corporation* ☐Joint Venture
☐Other:_____
*State of incorporation:_____

Hawaii General Excise Tax License I.D. No.:_____
Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date:_____ (x)_____
Authorized (Original) Signature
Telephone No.:_____
Facsimile No.:_____

_____
Name and Title (Please Type or Print)

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

_____

Email Address: _____

Total contract cost for accomplishing the development and delivery of all services.

$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Proposer:_____
Name of Company

ATTACHMENT 1

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference § 3-122-112, HSR)

Reference:_____ _____
(Contract Number) (IFB/RFP Number)

Company Name:_____ affirms it is in compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law - Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

Acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 2

Hardware & Software Requirements

PC Software & Hardware Requirements	Minimum Software Version/ Minimum Hardware	Comments
Windows OS Version		
CPU Speed		
Memory/Ram		
Display Properties		
Screen Resolution		
Swap Space		
Disk Space		
Data Bases		
Networking Software		
Networking Hardware		
IOS/Droid OS Version(s)		
Web Browsers Version(s)		

Server Software & Hardware Requirements	Minimum Software Version/ Minimum Hardware	Comments
Windows OS Version		
CPU Speed		
Memory/Ram		
Disk Space		
Networking Software		
Networking Hardware		

How often are patches and major upgrades released?

How are patches installed on the desktops and the server?

ATTACHMENT 3

Legal Matters Project								Rev. 5/30/2013
Section 2.2 Functional Requirements			C-Critical, HD-Highly Desireable D-Desireable	Place an "X" in the appropriate column, to indicate how your solution meets the requirement. Provide comments where necessary.				
Section	**REQUIREMENT**	**DESCRIPTION**	**PRIORITY**	**FULLY MET**	**CUSTOMIZATION OR VENDOR ADD-ON**	**3rd PARTY ADD-ON**	**NOT AVAIL.**	**COMMENTS**
2.2.01.001	Matter/Case Tracking	Describe the matter process in your system. Can different templates for data entry be presented based upon the matter type or practice area?	C					
2.2.01.01	Matter/Case Tracking	Data entry/capture of information must be entered at the first point of contact.	C					
2.2.01.02	Matter/Case Tracking	Matter/case statuses must be updated immediately and should be updatable on remote devices. Matter cost estimates must be updated and recalculated instantly. Costs may be entered entirely at case closing.	HD					
2.2.01.03	Matter/Case Tracking	Reports on matters/cases in process and closed, by attorney, by matter/case type by week and month. The estimated amount of time remaining to close a process must also be included.	HD					
2.2.01.04	Matter/Case Tracking	Specific matters/case types will require automated workflow processes that will have specific rules and steps the matter needs to go through, the next person to review or process including milestones, scheduled events and deadlines.	HD					
2.2.01.05	Matter/Case Tracking	Contracts, Litigation and Claims management are common types of work that will need to be controlled through workflow. Contracts and Litigation management must generate automatic reminders for follow-up and deadlines to the appropriate parties identified.	C					
2.2.01.06	Matter/Case Tracking	Relationship management for all participants must include detailed contact information and needs always to be attached to each and every matter.	C					
2.2.01.07	Matter/Case Tracking	Inquiries on matters/cases must allow users to be able to drill down to the matter and document level and be able to retrieve respective contact information for all parties.	C					
2.2.01.08	Matter/Case Tracking	There are matters that require key dates to be tracked such as execution date and date of expiration for licenses and leases.	C					
2.2.01.09	Matter/Case Tracking	Ability to designate any fields as mandatory input.	HD					
2.2.01.10	Matter/Case Tracking	Matter number assignment is either manual or automatic	HD					
2.2.01.11	Matter/Case Tracking	Ability to track judgements awarded and to track payments recieved against judgements awarded.	HD					

Section	REQUIREMENT	DESCRIPTION	PRIORITY	FULLY MET	CUSTOMIZATION OR VENDOR ADD-ON	3rd PARTY ADD-ON	NOT AVAIL.	COMMENTS
2.2.01.12	Matter/Case Tracking	Need to be able to track all costs for a matter versus the budget for the matter.	HD					
2.2.02.01	Electronic Records Management	Documents may be acquired via GroupWise email, MS Word or MS Excel spreadsheets, PDF and photos.	C					
2.2.02.02	Electronic Records Management	The Departments current records managements system uses Tagged Image File Format (TIF) and Portable Document Format (PDF). Additionally we have Joint Photographic Experts Group (JPEG) format files.	C					
2.2.02.03	Electronic Records Management	Integration with existing AX document management system?	D					
2.2.03.01	Calendars	Event calendaring including a master calendar for all events, attorneys, participants, and case type information. A master calendar must be accessible and should be changeable online and remotely for all matter/case information.	C					
2.2.03.02	Calendars	Matter/case calendars should be integrated with the local court calendar.	C					
2.2.03.03	Calendars	Party calendars, must be able to generate a calendar for any party involved with the case.	C					
2.2.03.05	Calendars	Ability to search and report on events.	HD					
2.2.03.06	Calendars	Generate deadline and event reminders for attorneys and other legal staff	HD					
2.2.03.07	Calendars	Transfer assignments and cases from one attorney to another.	C					
2.2.03.08	Calendars	When transferrring an assignment or case, all docs, emails, correspondence, etc are transferred.	C					
2.2.04.01	Notifications	Notices shall be individually customized to include specific case/matter information provided for each participant.	C					
2.2.04.02	Notifications	Electronic email alerts indicating the matter/case number using groupwise.	C					
2.2.04.03	Notifications	Alarms, Deadlines & Expiration dates should be calculated and noticed well ahead of the scheduled date(s).	C					
2.2.04.04	Notifications	Certain matters/cases may have dates that trigger notifications to all parties or limited number of parties in a matter/case.	C					
2.2.04.05	Notifications	Individuals may want to subscribe to a case or party to monitor all notifications.	C					

Section	REQUIREMENT	DESCRIPTION	PRIORITY	FULLY MET	CUSTOMIZATION OR VENDOR ADD-ON	3rd PARTY ADD-ON	NOT AVAIL.	COMMENTS
2.2.04.06	Notifications	Notices sent to attorney should always be sent to their administrative assistant too.	C					
2.2.04.07	Notifications	Email and pop-up alerts for calendar and reminder alerts.	HD					
2.2.04.08	Notifications	Describe customizable rules for task escalation and alerts.	HD					
2.2.04.06	Notifications	SMS (text) notifications?	D					
2.2.05.01	Searches	Search options should include Fuzzy, Boolean, Phonetic, wild card, specific field searches, date ranges, numbers, exact phrase matches partial words and to not include certain information.	HD					
2.2.05.015	Searches	Support Full text search of documents?	HD					
2.2.05.02	Searches	Quick look search capability that can calculate how many occurrences would be rendered when a search is hypothetically submitted.	HD					
2.2.05.03	Searches	Indexing must be captured at the word level with in matters/case types, all documents must be digitized. The system must provide management with a high level summary information and the ability to drill down to details allowing for better management of contracts.	HD					
2.2.05.04	Searches	Searching should be able to be performed on an off line device. Example: When in a court room must be able to search a witness's testimony or previous deposition on a laptop PC that is offline.	HD					
2.2.05.05	Searches	Name searches should be available with multiple options.	HD					
2.2.05.055	Searches	Custom fields that are added by the County are searchable.	HD					
2.2.06.01	Database	Our IT staff only supports Microsoft SQL Server databases.Describe the database you plan to use to capture images and index matters.	HD					
2.2.06.02	Database	Contact database must be able to provide complete contact information on each participant. Provide the capability for tracking expert witnesses and judges, by case outcomes.	HD					

Section	REQUIREMENT	DESCRIPTION	PRIORITY	FULLY MET	CUSTOMIZATION OR VENDOR ADD-ON	3rd PARTY ADD-ON	NOT AVAIL.	COMMENTS
2.2.06.03	Database	Describe how tables are linked. Are they linked by an internal ID or by the field value displayed (like contact name, case#, case name, contract#). Can these key fields be modified without using a utility?	HD					
2.2.06.04	Database	At minimum, the system can capture the following fields or equivalent as seen on the Assignment, Counseling & Drafting and Litigation screens (see Screen samples), in addition to create and change dates and users.	HD					
2.2.07.01	Reporting Tools	Ad-Hoc reports plus monthly and yearly reports will be required. A user friendly reporting tool is a must.	HD					
2.2.07.02	Reporting	Report data can exported to various formats (txt, csv, xls, etc)	HD					
2.2.07.03	Reporting	Report output can be saved in Excel or MS Word.	HD					
2.2.07.04	Reporting	Is the reporting function integrated into your system or does it run from outside the application?	HD					
2.2.07.05	Reporting	Reporting tool can query on all fields, including custom fields.	HD					
2.2.07.06	Reporting	Report criteria can be saved for frequently used reports.	HD					
2.2.07.07	Reporting	Custom fields that are added by the County are reportable.	HD					
2.2.07.08	Reporting	Report1: Open assignments by Attorney - Prompt for attorney and optional date range. See sample.	HD					
2.2.07.09	Reporting	Report2: Open Litigation by Attorney (display attorney's current case count) - Prompt for attorney and optional date range. See sample.	HD					
2.2.07.10	Reporting	Report3: Open assignments by Client - Prompt for client and optional date range. See sample.	HD					
2.2.07.11	Reporting	Report4: Open Litigation by Client - Prompt for client and optional date range. See sample.	HD					
2.2.07.12	Reporting	Report5: Civil cases over $100,000 - Prompt for optional date range. See sample.	HD					
2.2.07.12	Reporting	Report6: All open litigation cases (comprehensive report). See sample.	HD					
2.2.07.13	Reporting	Report7: Quarterly Counts: Counts for current quarter's performance measures; Counts for fiscal annual report; Counts of open cases by type. See sample.	HD					

Section	REQUIREMENT	DESCRIPTION	PRIORITY	FULLY MET	CUSTOMIZATION OR VENDOR ADD-ON	3rd PARTY ADD-ON	NOT AVAIL.	COMMENTS
2.2.07.14	Reporting	Notices: Currently use these reports to notify attorneys of assignments or to audit and clean up data. One record is printed per page. These are not needed if there is an electronic replacement: Assignment Log, Counseling and Drafting case log, Litigation case log. See sample Notices.	HD					
2.2.07.15	Reporting	Report: Claims statistics for trends analysis. Example: how many back injuries by date range, dept or location and cause of injury.	HD					
2.2.08	Security	Describe the application security of your system. How is it managed? Does it extend to search and reporting results?	HD					
2.2.08.005	Security	Security must be capable of restricting access at the user level, record level and field level.	HD					
2.2.08.01	Security	Security must be capable of restricting viewing and locking out parties at the document level. There maybe times when only certain parties will have access to a matter, case and/or document. These types of cases will require extra tracking and logging.	HD					
2.2.08.02	Security	Can user accounts be locked following a set number of failed log-in attempts? Does your system include a default session timeout for all users?	HD					
2.2.08.03	Security	Password can be reset upon user's request. System generates a password and sends to email address on file.	HD					
2.2.08.04	Security	Are data transfers and transmissions encrypted?	D					
2.2.08.05	Security	How is data, including attached files stored on the system (flat files on server, database)? How are they secured and/or encrypted?						
2.2.09	Audit Trails	Audit logging is required for all matters/cases. Audit trails should record when documents are viewed and/or updated. Detailed information should be recorded including who initiated any transaction, where the person was, the device type used, IP address and what time records were accessed or updated.	HD					
2.2.095	Audit Trails	Audit data is viewable through the user interface (to an administrator with appropriate security permissions).	D					
2.2.10	Apple/Android	Android and IOS integration should exist with portable devices for attorneys, their assistants and management. Access should be both viewable and updateable for matter/case information, including calendars and assignments.	HD					

Section	REQUIREMENT	DESCRIPTION	PRIORITY	FULLY MET	CUSTOMIZATION OR VENDOR ADD-ON	3rd PARTY ADD-ON	NOT AVAIL.	COMMENTS
2.2.11	Training, Transition, Implementation Services	Training for administrative assistants, attorneys and management will be required. System documentation must be easy to read and use.	HD					
2.2.11.01	Training, Transition, Implementation Services	Conversion of old and active matters including all documents to the new system is required.	HD					
2.2.12	Test Environment	Provide a testing environment that shall include: Test database Test interface(s) – GroupWise Test transactions – Matters, Litigation Test cases - Large Matter Cases & Large Litigation Cases	HD					
2.2.13	Other Services Offered	Describe in detail any additional support or services that you recommend.	HD					
2.2.14	Workflow	Can rules and workflow be applied to any object in your system?	HD					
2.2.14.01	Workflow	Create custom workflow processes according to business requirements	HD					
2.2.14.02	Workflow	Ability to assign tasks at each step in the workflow process	HD					
2.2.14.03		Workflow tasks can route documents and actions items to appropriate parties	HD					
2.2.14.04	Workflow	Auto-notify responsible parties by email.	HD					
2.2.14.05	Workflow	Ability to define escalation procedures for each task	HD					
2.2.14.06	Workflow	Describe the workflow trigger and criteria capabilities. Can workflows be triggered by an event, a database trigger, or a defined field criteria?	HD					

Department of the Corporation Counsel

Assignment Log

Monday, April 29, 2013

Assignment No : 2013 - 0001

Department : [illegible]

Contact Person : [illegible]

Assigned to : [illegible]

Subject : [illegible]

Instructions : [illegible]

Assigned : 1/2/2013

Due : 1/16/2013

Completed : 1/15/2013

Department of the Corporation Counsel

Counseling & Drafting Case Log

Year : 2012 **Cnd No :** 1146 **Old No.:** **Asn No.:** **Attorney :**

File Name :

Comments :

Final Disposition :

Closed Date :

Closing Doc. :

Storage Date:

Storage Site :

Box No./Bar Code :

Department of the Corporation Counsel

Litigation Case Log

Year : 1994 **Old No. :**868

Lit No : 1052

Attorney : [illegible]

Back-Up :

Date Received : 3/17/1994

Civil No. : [illegible]

Court : [illegible]

Dept. : [illegible]

Plaintiff(s) : [illegible]

Defendant(s) : [illegible]

Civil Type : [illegible]

Date of Incident :

Reserve Amount : [illegible]

Description :

Final Deposition

Settlement Amount : [illegible]

Close Date : 5/5/1995

Closing Document : [illegible]

Storage Date :

Storage Site : [illegible]

Box No./Bar Code : [illegible]

Department of the Corporation Counsel

CONFIDENTIAL

Open Assignments by Attorney

Year	Assign No	Attorney ID	Subject	Client	Contact	Receive Date	Due Date	Instructions
ccyy	####	XXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	C	XXXXXXXX XXXXXXXXXXXX	mm/dd/yyyy	mm/dd/yyyy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	####	XXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	C	XXXXXXXX XXXXXXXXXXXX	mm/dd/yyyy	mm/dd/yyyy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	####	XXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	C	XXXXXXXX XXXXXXXXXXXX	mm/dd/yyyy	mm/dd/yyyy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	####	XXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	C	XXXXXXXX XXXXXXXXXXXX	mm/dd/yyyy	mm/dd/yyyy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

COUNTY OF MAUI INTRANET Hawai'i

Open Litigation by Attorney

Attorney :

Start Date: *(Optional)*

End Date: *(Optional)*

OK Close

[redacted]	26
[redacted]	1
[redacted]	34
[redacted]	4
[redacted]	4
[redacted]	11
[redacted]	3
[redacted]	34
[redacted]	22
[redacted]	23
[redacted]	12
[redacted]	76
[redacted]	8
[redacted]	4
[redacted]	6
[redacted]	50

Note: If you entered a date range, records with no case-received date will not be diplayed in the report.

Department of the Corporation Counsel

CONFIDENTIAL

Open Litigation by Attorney

Xxxxxx Xxxxxxxxx

Lit No	Old No	Case No	Lit Type	Type Code	Plaintiff	Defendant	Description
Nnnn	Nnn		Xxxx xxxx	xxx-xxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Department of the Corporation Counsel

CONFIDENTIAL

Open Assignments by Client

Receive Dates m/d/yyyy - m/dd/yyyy

Year	Assign No	Attorney ID	Subject	Client	Contact	Receive Date	Due Date	Instructions
ccyy	Nnnn	XXX	Xxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxx	XXX	Xxxxxxx xxxxxxxxxxxxxxxx	mm/dd/yyyy	mm/dd/yyyy	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	Nnnn	XXX	Xxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxx	XXX	Xxxxxxx xxxxxxxxxxxxxxxx	mm/dd/yyyy	mm/dd/yyyy	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	Nnnn	XXX	Xxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxx	XXX	Xxxxxxx xxxxxxxxxxxxxxxx	mm/dd/yyyy	mm/dd/yyyy	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
ccyy	Nnnn	XXX	Xxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxx	XXX	Xxxxxxx xxxxxxxxxxxxxxxx	mm/dd/yyyy	mm/dd/yyyy	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Department of the Corporation Counsel

CONFIDENTIAL

Open Litigation by Client

Department of XXXXXXXXXX

Receive Dates m/d/yyyy - mm/dd/yyyy

Lit No	Old No	Case No	Attn	Lit Type	Type Code	Plaintiff	Defendant	Description
nnnn		CSC-AP #nnnn-n	xxx	Xxxxxx xxxxx	XX	Xxxxxxxx Xxxxxxxxxxxxxx		Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
nnnn		M-nnnnn-nnn	RBR	Xxxxxx xxxxx	XX	Xxxxxxxx Xxxxxxxxxxxxxx		Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
nnnn		M-nnnnn; nnX-nnnn-nnnnn	GYM	Xxxxxx xxxxx	XXX	Xxxxxxxx Xxxxxxxxxxxxxx		Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Department of the Corporation Counsel

CONFIDENTIAL

Comprehensive Report

Year	Lit No.	Case No.	Party 1	Party 2	Description	Date of Loss	Attn
ccyy	Nnnn	nn-nnnn(n)	Xxxxxxxxxx Xxxxxxxxxxxxxxxxxx	Xxxxxxxxxx Xxxxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		xxx
ccyy	Nnnn	nn-nnnn(n)	Xxxxxxxxxx Xxxxxxxxxxxxxxxxxx	Xxxxxxxxxx Xxxxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		xxx
ccyy	Nnnn	nn-nnnn(n)	Nnnnnnnn nnnnnnnn	Nnnnn nnnnnnnnnnnn	Nnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn nnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn		xxx
ccyy	Nnnn	nn-nnnn(n)	Nnnnnnnn nnnnnnnn	Nnnnn nnnnnnnnnnnn	Nnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn nnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn		xxx

Menu

Performance Measures	Fiscal Annual Report	Open Cases

Lit Type / Type Code

ADMIN LIT	BVA	16
ADMIN LIT	BWS	4
ADMIN LIT	CSC	7
ADMIN LIT	CWRM	2
ADMIN LIT	DCCA	4
ADMIN LIT	DLIR-DCD	4
ADMIN LIT	DOH	4
ADMIN LIT	EEOC	6
ADMIN LIT	EPA	1
ADMIN LIT	FINRA	1
ADMIN LIT	GR	18
ADMIN LIT	HCRC	3
ADMIN LIT	HLRB	16
ADMIN LIT	LUC	14
ADMIN LIT	MPC	6
ADMIN LIT	PLN DIR	2
ADMIN LIT	PUC	4
ADMIN LIT	UNEMP	8
ADMIN LIT	WC	5
CIVIL LIT	CODENF	1
CIVIL LIT	NON-TORT	44
CIVIL LIT	OTH-ACTION	114
CIVIL LIT	TAX	4
CIVIL LIT	TORT	26
		314

Lit Type

ADMIN LIT	125
CIVIL LIT	189
	314

Actions by County

ADMIN LIT	Yes	4
ADMIN LIT	No	121
CIVIL LIT	Yes	31
CIVIL LIT	No	158
		314

2013 | 1st Quarter | Menu

Performance Measures | Fiscal Annual Report | Open Cases

		Count
1	Written Request for Legal Service	906
3	Contracts	85
4	Ordinances	12
5	Tort Actions brought against County	1
6	Non Tort Actions brought against County	0
7	Other Actions brought against County	3
8	Actions brought by County	2
9	Tort Actions pending against County	1
10	Non Tort Actions pending against County	0
11	Other Actions Actions pending against County	3
12	Tort Actions Actions settled by County	1
13	Non Tort Actions Actions settled by County	0
14	Other Actions Actions settled by County	0
15	Claims processed for settlement	7
16	Worker's Compensation Claims processed for settlement	0
17	Actions settled by County	1
18	Judgments against County	0

2013 Menu

Performance Measures | Fiscal Annual Report | Open Cases

		2012	2013				
		Actual	Qtr1	Qtr2	Qtr3	Qtr4	YTD
1	Advisory Opinions Rendered	24	3	4	1	0	8
2	Wrt Request Received	4101	906	941	794	241	2882
3	Wrt Request Closed	4138	854	972	707	203	2736
4	Contracts Prepared	506	85	107	84	22	298
5	Ordinances Prepared	57	12	12	12	0	36
6	Civil Lit Actions brought against County	66	4	13	14	5	36
8	Civil Lit Actions settled by County	88	1	101	0	0	102
9	Admin Lit Actions brought against County	46	9	13	18	4	44
11	Admin Lit Actions settled by County	6	0	0	0	0	0
12	Claims processed for settlement	31	7	0	0	0	7

Department of Corporation Counsel
Assignment Tracking

Year: No: Subject: Instr: Search Excel Reset

Atty: Contact: Client: Type Code:

Records = 64911

Assignment: Year: 2013 No: 1035 CND: 0 Link Attorney:

Client: CC Contact:

Subject:

Instructions: Prepare

Closing Comments:

Received Date: 4/29/2013 Type Code:

Due Date: 5/1/2013 Completed Date:

Save New First Prev Next Last Menu

Department of Corporation Counsel
Counseling and Drafting

No.: Old No: File Name: Desc: Search Reset Excel

Records = 1146

Year: 2012 No: 1146 Old No: Assn: Open Date: 12/10/2012

Client: EM Attorney:

File Name: Acquisition fr[illegible] of land at [illegible] Kahului

Description: For Central Maui Solid Waste Facility

Closed Date:

Closing Doc Desc:

Storage Date: Storage Site:

Box No/Bar Code: Destroy Date:

Save New First Prev Next Last Menu

Corporation Counsel - Litigation Files

Rev.

Year: | No: | Lit Type: | File/Desc: | Name: | Search | Reset | Excel

Records = 5215

(File Name or Description) (Party Names or Opposing Counsel)

Year: 2013 No: 5220 Old No:

Open Date: 4/29/2013

Client:

Attorney:

File Name:

Backup:

Description:

Lit Type: CIVIL LIT

Actions by County:

Date Incident:

Type Code:

File Date:

Case No:

Court:

Opposing Counsel:

Reserve Amount:

Settlement Amount:

Settlement Date:

Settlement Result:

Judgment Against County:

Closed Date: 4/29/2013

Storage Date:

Storage Site:

Close Doc Desc: File not closed - see notes above. On Lit Shelf

Carrier Notified:

Box No/Bar Code:

Destroy Date:

Save | New | First | Prev | Next | Last | Menu