

STATE OF DELAWARE
GENERAL ASSEMBLY

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
DELIS (Legislative Information System Replacement)
ISSUED BY State of Delaware General Assembly
CONTRACT NUMBER LEG13-001DELIS**

I. Overview

The State of Delaware General Assembly, seeks professional services to replace its current Legislative Information System. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date:	<u>09/27/2013</u>
Deadline for Questions	Date:	<u>10/11/2013</u>
Response to Questions Posted by:	Date:	<u>10/22/2013</u>
Deadline for Receipt of Proposals (Local Time)	Date:	<u>11/04/2013</u> at 1:00 PM
Estimated Notification of Award	Date:	<u>12/04/2013</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no non-public State data related to this proposal contract will be taken or housed outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for 10/24/2013, 1:00PM at the Tatnall Building, 150 William Penn St., Dover, DE, Room 113. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

II. Scope of Services

The State of Delaware’s General Assembly is seeking an information technology vendor to develop a Legislative workflow system. In preparation for this project, we have completed a functional analysis of the Delaware State Legislature’s business processes. A summary of our functional, systems, and data requirements is presented below.

The Delaware State Legislature is composed of two Chambers, the Senate and the House. These Chambers convene for General Assembly (GA) on a biennial basis. For instance, the current GA, 147, began in January of 2013 as Session 1. Session 2 of the 147th GA will convene in January of 2014. Session 1 of the 148th GA will convene in January of 2015.

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Legislation may originate in either Chamber, and must pass in *exactly the same form* in both Chambers (with the exception of Amendments and Simple Resolutions). Amendments and Simple Resolutions, though not voted on by the opposing Chamber are still subject to vote for successful passage within the originating Chamber. Each Chamber follows *Mason's Manual of Legislative Procedure* (available through NCSL).

General System Requirements

Hardware

The selected vendor must provide a recommended hardware specification for the new system. This includes:

- Application Server specification, including: Processor Speed, Memory, Hard drive size(s), and any other subsystem specification
- Database Server specification
- Backup system specification
- Any other network or hardware requirements deemed necessary for optimal system performance.
- All hardware required for Development, Testing, and Production environments.

Remote Access

The system must be a thin-client application. All system functions, for all roles, must be available remotely. By default, all system functions that relate to Chamber Proceedings (Legislation Introduction, Record of Readings, votes, suspension of rules, etc) must be disabled. Ideally an Administrator User will have rights to make Chamber functions executable remotely.

Public-Facing Web Site

From the point of introduction on, all documents pertaining to Legislation are public. This includes:

- Draft Legislation itself – Bills, Resolutions, Substitute Bills, Amendment(s)
- Session Agenda(s) that include the Legislation
- Committee Meeting Notices
- Committee Minutes and Reports
- Chamber Votes and outcomes

The State of Delaware Legislature also offers a subscription service via RSS feeds and email notifications. The system must be able to accommodate this, with a possible tie in to social media. For the future, the state may wish to offer voice updates for basic public data relating to Legislation.

Date and Time

1. The system must track Chamber activities in terms of "Legislative time".
 - a. Session begins on the second Tuesday in January of each year.
 - b. Session ends on July 1st of the same year.
 - c. A Special Session, Extraordinary Session or Executive Session may be requested at any time outside these dates.
2. The system must accommodate the fact that Legislative days do not coincide with calendar days. Legislative days begin and end at the fall of each Chamber's gavel. The system must also track activities in terms of actual day/date/year, and timestamp activities based on the hour and minute, Eastern Standard Time or Eastern Daylight Time as appropriate.

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Data Migration

1. All data from prior General Assemblies, maintained in the current Lotus Notes-based workflow system, must be migrated over to the new system.
 - a. These are form-based documents and attachments (may be MS Word in a variety of versions or Adobe .PDF files).
2. All documents created from prior General Assemblies must be searchable in the new system.

Sizing, Scalability, and Volumes

1. The system must support 500 concurrent users, with no detriment to system performance.
 - a. Screen loads should not require more than one second.
2. The system must easily scale to as many as 1,000 concurrent users with no detriment to system performance.
3. A table of recent previous General Assembly document totals, including an average for all included is below. This is provided for reference purposes.

GA	# of docs
141	17302
142	15159
143	16560
144	15334
145	13610
146	15731
Total	93696
AVG	15616

4. The system must have the ability to be hosted locally.
5. The system must include a website portal design.

General Assembly Maintenance

Each Legislative day involves specific individuals, and follows a particular format and agenda. Also, activities that flow out of Session Days, and the outcomes from these activities, must be tracked within the system. The system must provide a means to store basic information about actors, activities and outcomes.

1. Legislator, Staff information
 - a. The system must provide the ability to add, edit, or delete legislator and staff names. Also, the system must provide the ability to add, edit or delete titles and/or Prefixes for all system users.
 - b. Add, edit or delete mobile and contact phone numbers.
 - c. Add, edit or delete work, home, and legislative addresses.
2. Meeting Resources
 - a. The system must provide a means to maintain a list of building names and addresses, and their related meeting resources. This includes add, edit, and delete functionality for building names, addresses, and meeting space names and maximum capacities.

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- b. System must allow for reservation of additional resources such as conference equipment, etc.
- 3. Each Session begins with what are known as Normal day activities. These include:
 - a. Attendance Roll Call: Record roll call results: Present or absent
 - b. Record that a prayer was said
 - c. Record any citations or memorials
 - d. Introduction of Prefiled Legislation
- 4. The system must maintain a list of Committees with the following data:
 - a. Committee Name
 - b. Committee Chair/Vice Chair
 - c. Committee Members
 - d. Optional, editable meeting
 - i. Location
 - ii. Dates
 - iii. Times

Additionally, an Administrative User or Group must have the ability to add or delete Committees and the data elements of each as listed above. Administrative Users must also be able to add to, edit or delete items in the Committee location list. The preferred solution is to integrate the Committee Meeting process with MS Outlook Meeting Scheduler function.

System Access and Security

Users and Groups

- 1. The system must be credential-based (user name and password).
 - a. The State is implementing a single-sign on policy. The system must be compatible with this.
 - b. The system must provide a means to unlock accounts that have been suspended after unsuccessful login attempts.
- 2. The system must provide administrative users with the ability to define user groups as follows:
 - a. Define groups
 - b. Add users to groups
 - c. Delete users from groups
 - d. Delete user groups
- 3. The system must provide administrative users with the ability to entitle users or defined groups to:
 - a. View items in the system
 - b. Add items to the system
 - c. Edit items in the system
 - d. Conditionally delete items from the system – only so that items are no longer visible to a particular user. Items are in fact never deleted from the system but archived if a delete request is submitted.
 - e. Combinations of the above as appropriate

Standard Practices

The State of Delaware General Assembly works with the Department of Technology and Information in regard to infrastructure and security, and requires vendor adherence to enterprise standards and policies published by that agency. With respect to work provided to or conducted for the State of Delaware General Assembly by a vendor, the vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State of Delaware General Assembly. The

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vendor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The vendor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State of Delaware General Assembly are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI. If any service, product or deliverable furnished by a vendor(s) does not conform to State policies, standards or general practices, the vendor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices. The policies and standards can be found here: <http://dti.delaware.gov/information/standards-policies.shtml>

Security

Computer, network, and information security is of paramount concern for the State of Delaware General Assembly of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at <http://www.sans.org/top20.htm> for your review. The Vendor is guaranteeing that any systems or software provided by the Vendor are free of the vulnerabilities listed in that document.

The below items must be included in the RFP.

1. The vendor must include a network diagram of the solution including any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication).
2. The vendor must include a list of software (operating system, web servers, databases, etc) that the State of Delaware General Assembly needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The vendor will include a list of browsers and versions that are officially supported for web applications. The vendor must include a list of any 3rd party authentication solutions or protocols that they support.
3. The vendor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.
4. The vendor must describe the solution's ability to encrypt non-public State of Delaware General Assembly data at rest. Include encryption algorithm(s) and the approach to key management
5. The vendor must describe how the State of Delaware General Assembly's data will be protected and secured.

Confidentiality and Data Integrity

The Department of Technology and Information is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. If the vendor solution is cloud-based, DTI and agencies are requesting an explicit review of our Cloud Terms and Conditions, including an item-by-item acknowledgment from the vendor for those solutions involving any non-public data. The document can be found at <http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingPolicy.pdf>

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Cyber Security Liability

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware General Assembly or any State agencies. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State of Delaware General Assembly, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

If the solution will not be hosted in a State of Delaware Data Center :

Standard Practices

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The Department of Technology and Information is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review of our Cloud Terms and Conditions, including an item-by-item acknowledgement from the vendor for those solutions involving any non-public data. The document can be found at

<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingPolicy.pdf>

Terms and Conditions Clauses 1-9 are mandatory for every engagement.

Exceptions will be considered non-compliant and non-responsive.

<http://dti.delaware.gov/information/standards-policies.shtml>

The below items must be included in the RFP.

1. The vendor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and the State needs to be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.
2. The vendor must include a list of software that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The will include a list of browsers and versions that are officially supported.
3. The vendor must include a list of any 3rd party authentication solutions or protocols that they support.
4. The vendor must describe any shared infrastructure that is a part of the solution. For example, will the State's data reside in the same database as another customer?
5. The vendor must describe their approach to conveying the 'operational health' of the solution to the State of Delaware General Assembly. Also, the vendor must list any 3rd party cloud management providers that they integrate with.

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6. The vendor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.
7. The must describe the solution's ability to encrypt non-public State of Delaware General Assembly data at rest. Include encryption algorithm(s) and the approach to key management
8. The vendor must meet or exceed a Tier II rating (as defined in the Uptime Institute Guidelines for 2012 or the latest version – <http://community.mis.temple.edu/mis2501sec001f13/files/2013/08/Data-Center-Site-Infrastructure-Tier-Standar-Topology.pdf> Data Center Site Infrastructure Tier Standard – Topology and Data Center Site Infrastructure Tier Standard – Operational Sustainability) for the data center hosting the proposed solution.

Remote Access Security

The system must provide robust security measures to control access from the Internet appropriately. Also, the selected vendor must provide proof of rigorous penetration testing, and detailed results of the penetration testing findings. Detailed enterprise standards and policies may be viewed at <http://dti.delaware.gov/information/standards-policies.shtml>.

Activities Common to both Chambers: Legislation

1. The system must facilitate the creation of a Bill, Substitute Bill, Resolution or an Amendment:
 - a. Originating in the House
 - b. Originating in the Senate.
 - c. Originating from a lobbyist or State agency, with Legislator approval.
 - d. The system must provide a means of Version Control - either in the background with a single, definable live version, or versioning viewable to all
 - e. The system must provide a means of controlling access to the draft Legislation. It is confidential to the typist, the drafter(s) (lawyers) and, optionally, the authorized caucus group from which it originates.

Note: a Substitute Bill may be drafted when a Bill has been amended to the point that it differs fundamentally in intent and nature from the original. It is subject to the same rules as a regular Bill. The Substitute must have the same Sponsor and Long Title as the original Bill.

2. When a draft is initiated, the system must associate the draft with a unique, system generated number that is notated in the footer of the Legislation.
 - a. This number has the following format: *nnn* (unique three-digit number associated with each user) *nnn* (general assembly number) *nnn* (next sequential number for each user) Example: 0211470213 (021 assigned to Angel Burack, 147 is the current GA and 0213 means this is the 213th document Angel has created)
3. Once the drafting process is complete, the system must include functionality such that a bill drafter (attorney) can approve the final draft.
 - a. Note: The current system requires a browser refresh to see changes in status. It is highly desirable that changes in status be available in the new system **without** a browser refresh.

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- b. Based upon a working assumption that the system will be queue-based, the system must provide an email notification to the appropriate individual or group when work is assigned to their queue.
 - c. E-mail notifications for queue members must be configurable by an Admin user. This will include: setting up group and individual alerts based on queue membership and suppressing alerts for groups, individual group members, or individuals based on queue membership.
4. Upon approval and release by the Drafter, the system must indicate that the Legislation is in Released status and display it in a queue which is visible to the Secretary of the Senate or Chief Clerk and any designated staff.
5. The system must provide the Secretary or the Chief Clerk with the ability to number the released Legislation originating in their Chamber.
6. The Bill and Resolution numbers start at 1, and the Secretary or Chief Clerk must be able to override the number and choose a number to assign (that is not already used).
 - a. Automatically assign number (in sequence)
 - b. Reserve a given number for later use
 - c. Skip one or more numbers in sequence and hold the last number used
 - d. Create and assign a custom number
 - e. Numbers already in use must not be available for re-use.
7. For Substitute Bills or Amendments, simple sequential numbering is used, starting with the word "Substitute" + number 1 *for the original Bill (or Amendment)*.
8. Once the draft Legislation has been numbered, the system must provide the Secretary or Chief Clerk with the means to change the Legislation status to Ready to Print.
9. The Ready to Print Status causes the Legislation to appear in the Print Shop's queue.
10. The Print Shop prints the designated number of copies and changes the Legislation status to Printed.
11. The Secretary or Chief Clerk or Bill Prep prepares copies of the Original and Duplicate Backers for each item of Legislation originating in their Chamber.
12. The Bill Prep team for the appropriate Chamber collects printed Legislation from the Print Shop.
13. Chamber activities are recorded on the Original Backer.
 - a. The system must retain the Original Backer for each item of Legislation, which is printable on demand.
 - b. The Original Backer and Duplicate Backer forms should be re-configurable without programmer intervention (adding, removing, re-positioning fields on the Backer form).
 - c. In the future, Original Backer entries (including signatures) may be made electronically. The Backer form should be designed with this capability in mind.
14. The Bill Prep Team assembles the Legislation and Backers, and obtains Sponsor and Co-Sponsor signatures as required.
15. The Bill Prep Team delivers the Legislation copies and Legislation with Backers, to the appropriate Chamber.
 - a. A queue for the Chief Clerk and Secretary of the Senate should be established so that in a future state Legislation and Backers can be delivered electronically.
16. The Chief Clerk or the Secretary of the Senate releases Legislation from Printed Status to the House or Senate Consideration List as appropriate.
 - a. The system must provide the ability for the Chief Clerk or Secretary of the Senate to assign Legislation to Committee. The system should include queues shared by the Chief Clerk/Speaker and Secretary of the Senate/President Pro Tem for this and other work.
 - b. This Legislation is displayed on the Profile List, which is printable on demand.

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- c. For the House, the Prefile List is confidential until the Legislation is read into the record (introduced)
 - d. In the Senate, when Legislation is assigned to Committee this is considered to be the First Reading, and is therefore public.
- 17. As the Legislation is read out during Chamber Proceedings, the Prefile List is processed.
- 18. Once the Legislation is introduced, they become public information. Introduced Legislation, and all subsequent actions, documents and outcomes, are published to a publicly accessible web site, and are available via RSS feeds and subscription service.
- 19. The system shows the Legislation as in Committee, with the particular Committee Assignment for each.
- 20. Each piece of Legislation under consideration is analyzed for fiscal impact relating to budgets or fees. This is a function of the Controller General's Office.
- 21. The system must provide the members of the Controller General's Office ability to assign newly introduced Legislation to a Fiscal Analyst.
- 22. The system must provide the Fiscal Analyst or Fiscal Support Staff with the ability to create a Fiscal Note (F/N) or Fee Impact (F/I) document and associate it with the Legislation as appropriate.
 - a. At this point the F/N or F/I document is confidential pending review, approval and release.
- 23. The system must provide the Controller General and Analyst with the ability to record review results, including noting required edits to the document, and referring the F/N or F/I back to the appropriate Fiscal Analyst's queue.
- 24. Once the F/N or F/I is in its final state, the system must provide the Controller General with the ability to electronically sign-off on completed F/N or F/I.
- 25. At this point the document is released, and a Document link to F/N or F/I is attached to the Legislation. Other statuses may include:
 - a. Incomplete – further analysis is needed, the F/N or F/I is not yet approved
 - b. Out of process – for some reason the Legislation is no longer being pursued in the Legislature.
- 26. The system must provide the ability to create Meeting Notices, which are printable on demand. The notices must contain:
 - a. The Committee Name
 - b. The location, date and time of the meeting
 - c. The Legislation under consideration, by Committee Meeting
 - d. General Committee Meeting notices not tied to particular Legislation.
 - e. These should also be available on the web site and sent out via subscription services.
- 27. As Legislation is reviewed in Committee, the results are manually recorded on the Original Backer, by vote only (who voted in what way is not recorded). In future it may be necessary to capture additional information. Votes may be of the following types.
 - a. Favorable
 - b. Unfavorable
 - c. On its Merits
 - d. Not Voting
- 28. The system must provide the Chief Clerk or Secretary of the Senate with the ability to create Committee Reports. These reports contain the following information:
 - a. Header information including:
 - i. The Great Seal of the State of Delaware (left-justified)
 - ii. Each on one line, centered: Originating Chamber. Set text: State of Delaware, Legislative Hall, Dover, Delaware 19901
 - b. Right justified, Legislative Hall Graphic

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- c. Committee Report
 - d. Legislation by Number, Sponsor, and Long Title that the Committee voted on
 - e. Name of the Committee
 - f. Number of Committee Members
 - g. Date of Report
 - h. A record of the number of votes in each voting category as above
 - i. Purpose of the Bill
 - j. Name of the Chair
 - k. Names of the Committee Members
 - l. Minutes
29. Committee Reports are retained and must be full-text searchable within the system.
30. As Legislation is read out of Committee, the Chief Clerk or Secretary of the Senate processes the Committee report in the system. Legislation show a status of reported Out of Committee.
- a. In the Senate, Legislation reported Out of Committee is automatically assigned to the Senate Ready List
 - b. In the House, the Chief Clerk assigns Legislation to the House Ready List
31. Designated staff must have the ability to attach Meeting Minutes to Legislation within the system.
- a. Meeting minutes are retained and must be searchable within the system.
 - b. Meeting minutes must be viewable from the web once released
32. The system must provide the Chief Clerk, Secretary of the Senate, or designated staff with the ability to assign Legislation to the House or Senate Ready List, as appropriate.
33. Ready List shows Legislation that has been through Committee and reported out.
- a. Speaker Queue/President Pro Tem Queue: the system should provide a queue of work for the Speaker of the House and another queue for the President Pro Tem of the Senate.
 - b. Each of these queues, respectively, should be accessible by the Chief Clerk of the House and the Secretary of the Senate.
34. The system must provide the Chief Clerk or Secretary of the Senate, or designated staff with the ability to enter a Short Title for the Bill, Substitute Bill or Resolution.
35. The system must provide the ability to associate search terms with Legislation, or index them. Indexing is done in the following ways:
- a. The Legislative Librarian adds keyword(s) to the Legislation for searching
 - b. The Chief Clerk and Secretary of the Senate each maintain a Journal of all Session activities. Currently an index is manually prepared for each Journal.
 - c. Ideally, the system will create an editable version of the Journal Index. It will also provide suggestions for the Bill/Resolution Index and accept manually entered Index keywords for Legislation.
 - d. Legislation must be full text searchable within the system.
36. The system must provide the Chief Clerk, Secretary of the Senate, or designated staff with the ability to assign Legislation to the House or Senate Agenda as appropriate.
37. The system must provide the Chief Clerk/Speaker of the House, Secretary of the Senate/President Pro Tem, or designated staff with the ability to create or modify an Agenda, which is printable on demand.
- a. Allow for creation of Main Agenda(s) and numbered Agenda(s) for the House by the Chief Clerk
 - b. Allow for creation of Main Agenda(s) and Must List(s) for the Secretary of the Senate
 - c. Allow for the creation of Must List(s) by designated staff (for deposit, must be released by Secretary)

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38. Once the Agenda is created, the Chief Clerk/Speaker of the House, Secretary of the Senate/President Pro Tem, or designated staff must be able release the Agenda so that it can be viewed:
 - a. On the State of Delaware Legislative web site
 - b. From within the Legislative Workflow system itself.
 - c. Via subscription services
39. Consent Calendar: House Resolutions.

Note: this is unique to the House, and can be a shared queue item for the Chief Clerk and Speaker of the House.

 - a. Create House Resolution
 - b. Option to assign to Committee if desired
 - c. Release
 - d. Assign Number
 - e. Print Shop Prints
 - f. Print Shop marks completed
 - g. Bill Prep (or Chief Clerk) prints Backers
 - h. Chief Clerk Releases to House Consideration List
 - i. Assign to Consent Calendar
 - j. Create Printed Agenda
 - k. Release Agenda
 - l. Consent Calendar is brought up for Consideration
 - m. Roll Call Pass – No additional action taken
 - n. All actions taken collectively via Consent Calendar are updated on each piece of Legislation individually.

NOTE: Consent Calendar can contain numerous item(s) with the same vote type; limited to SCR, SR, HCR, HR (Simple Resolutions do not go to the opposing Chamber and therefore cannot be on their Consent Calendar)

40. Legislation is brought up for Consideration during Chamber Proceedings:
 - a. A number of actions may be performed on the Legislation, and recorded in the respective Chamber Journal with preset verbiage.
 - b. All actions must be recorded on the Legislative Calendar.
 - c. A Bill, Substitute Bill or Resolution must be assignable to other Chamber if it has not been passed in identical form there already.
 - d. If the Bill, Substitute Bill or Resolution has been passed in identical form in the other Chamber, and passes roll call vote, it is released for Governor's Actions.
 - e. Joint Resolutions are subject to Governor's actions
 - f. There are no Governor's actions for Concurrent Resolutions.
41. When a Bill, Substitute Bill or Resolution is amended, the original language of the Bill, Substitute Bill or Resolution must be changed in order to accommodate the Amendments. This is called Engrossment, it only occurs if the Bill, Substitute Bill or Resolution has passed Amendment(s).
42. The system must provide the members of the Division of Research the ability to assign newly amended Legislation to an Engrosser.
43. The system must provide the Engrosser with the ability to create an Engrossed version of the Bill, Substitute Bill or Resolution and associate it with the original version.
 - a. At this point the engrossed version is confidential pending review, approval and release.
44. Once the Engrossed version in its final state, the system must provide the Division of Research staff with the ability to electronically sign-off on completed version.

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- a. At this point the Engrossed version is published and viewable within the system and published to the State of Delaware's Legislative Website.
- 45. At this point the Engrossed version is released, and attached to the Legislation. Other statuses may include:
 - a. Incomplete – further analysis is needed, the Engrossed version is not yet approved
 - b. Out of process – for some reason the Legislation is no longer being pursued in the Legislature.
- 46. The Legislative Librarian receives Governor's Advisory information. The Governor's Office assigns the DE Laws volume and chapter number to passed Legislation, and the Librarian enters this information into the system.
 - a. In future, the system must capture and print out the Governor's signature information on demand.
- 47. The system must provide the Librarian with the means to status the Bill, Substitute Bill or Joint Resolution as:
 - a. Signed
 - b. Vetoed
 - c. Enacted without Signature – the Governor has 10 days to sign or veto (excluding Sundays and recognized State holidays).
- 48. The system must provide the ability to transmit the final Legislation via SFTP to Lexis-Nexis so that the Delaware Code can be updated.
 - a. In future, the system must support the DE Code update process.
- 49. At the conclusion of each Session:
 - a. A code digest is produced. This is a list of all Legislation signed or enacted without signature. Each must have a DE Laws Volume and Chapter number associated with them
- 50. At the conclusion of each General Assembly
 - a. All Journal documents are consolidated, proofed and transmitted to a printer for publishing
 - b. Session Laws are consolidated, proofed and transmitted periodically throughout each GA

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) or certification(s) necessary to perform services as identified in the scope of work.

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) Scope of Services and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.

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4. Insurance including Professional Liability Insurance:

Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00.

Proof of insurance and amount of insurance shall be furnished to the Agency and shall be no less than as identified in the bid solicitation.

5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements [

1. Experience and reputation
2. Expertise in legislative process
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability
5. Familiarity with public work and its requirements
6. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

a. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

b. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

c. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

d. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Janet Roberson
Delaware State Legislature
411 Legislative Ave. #D580A
Dover, DE, 19901
janet.roberson@state.de.us

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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

e. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

f. Contact with State employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

g. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

h. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 1 paper copies and 1 electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Eastern Time) on 11/04/2013**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Janet Roberson
Delaware State Legislature
411 Legislative Ave. #D580A
Dover, DE, 19901
janet.roberson@state.de.us

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Eastern Time) on 11/04/2013**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

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5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through August 4, 2014. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

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11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

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a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure

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of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of 10/22/2013. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

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Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

b. Confidentiality Statement

Upon award of contract the successful vendor will be required to sign a Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement, see attachment #11.

22. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team shall make a recommendation regarding the award to the [redacted] State of Delaware General Assembly [redacted], who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

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The Team reserves the right to:

- Base vendor selection on prior experience. The Vendor must have provided a legislative information system solution for another state which is currently in production and which encompasses the entire legislative process (i.e. draft document and all legislative processes included through Governor’s Signature) prior to this solicitation.
- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate vendors and their respective proposals:

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	15
Familiarity and experience developing Legislative Workflow Systems for other states. This includes general knowledge of state legislative processes gained from other successful projects, client satisfaction based on those legislative workflow projects, and on-going project support and maintenance.	30
Experience with Lotus Notes, especially performing data migrations from existing Legislative systems, into the replacement system to be developed by the vendor.	25
References: LIS must speak directly to other legislative clients as part of the reference gathering and evaluation process.	10
Example documentation from prior successful Legislative Workflow projects. The portfolio must include but need not be limited to a Technical Design Document, including data migration (preferably from a Lotus Notes environment).	20
Total	100%

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3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for 2 years with 2 optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department

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of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of

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Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Janet Roberson
Delaware State Legislature
411 Legislative Ave. #D580A
Dover, DE, 19901
janet.roberson@state.de.us

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a)** Procure the right for the State of Delaware to continue using the Product(s);
- b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform

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to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

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h. Exit Criteria

The selected vendor must satisfy the following exit criteria as part of the fulfillment of this contract. As the project in this document involves the development of software, the criteria relate to documentation, testing and testing outcomes related to each stage of the project. These tests and the required test results are described in the table below:

Project Phase	Required Action	Required Documentation (Must be approved by client)
Design	Technical Design: the proposed technical design must be fully documented	Technical Design Document. This document must trace back to the Functional Specification Document provided to the vendor.
Development	Unit Testing: Developers are required to test functional units of code and document all outcomes.	Unit Test log; developer certification that log is true, accurate and complete.
Mid Development	Integration Testing: verifies the interfaces between the components specified in the technical design.	Executed integration test plan, documented proof that data flows through every interface and component of the system as required by the State of Delaware Legislative System
Late Development	User Acceptance Testing: typical users of the system perform scripted tests	Executed UAT test plan. This plan must trace to the Technical Design Document and the Functional Design Document. Defects must be categorized by Severity (technical difficulty to resolve) and Priority (Business Need). Defect levels are High, Medium, and Low, as determined by the client. All defects (H, M, and L) must be resolved to the client's satisfaction before final payment is made to the vendor.
Post Development	Training: end users must be trained in the use of the new system including functions and features relevant to their particular role.	Complete training manual, modularized by roles and responsibilities. Ideally, the vendor will provide online tutorials as well for training.

i. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

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j. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

k. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

l. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

m. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

n. Non-discrimination

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In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

o. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

p. Vendor Activity

No activity using non-public State data is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no non-public State data related to this proposal contract will be taken or housed outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration. Please see the State of Delaware's Offshore IT Staffing Policy, <http://dti.delaware.gov/pdfs/pp/OffshoreITStaffingPolicy.pdf> .

q. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the Delaware State General Assembly. The vendor will seek written permission to use any product created under the contract.

r. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

s. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

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In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

t. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

u. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

v. Other General Conditions

- 1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

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- 3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 - Contractor Confidentiality and Integrity of Data Agreement
- Attachment 12 – High Level Function Specific Document
- Appendix A – Minimum Response Requirement

[balance of page is intentionally left blank]

IMPORTANT – PLEASE NOTE:

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to Janet Roberson at janet.roberson@state.de.us . It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 8.

2nd tier reports (Attachment 8) shall be submitted to the contracting Agency’s Supplier Diversity Liaison at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No.LEG13-001DELIS

Contract Title: DELIS (**Legislative
Information System Replacement**)

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

CONTRACT NO.: LEG13-001DELIS
CONTRACT TITLE: DELIS (Legislative Information System Replacement)
OPENING DATE: 12/01/2013 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Enter Agency Name

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women Business Enterprise</u> (WBE)	Yes No	<u>Minority Business Enterprise</u> (MBE)	Yes No	<u>Disadvantaged Business Enterprise</u> (WBE)	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
GENERAL ASSEMBLY

Attachment 5

Contract No. LEG13-001DELIS
Contract Title: DELIS (**Legislative Information System Replacement**)
BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

STATE OF DELAWARE
GENERAL ASSEMBLY

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. LEG13-001DELIS	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Contract No. █ LEG13-001DELIS Contract Title: DELIS (Legislative Information System Replacement)

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____

2. Number and percentage of such employees who are bona fide legal residents of Delaware:

Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____

4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____

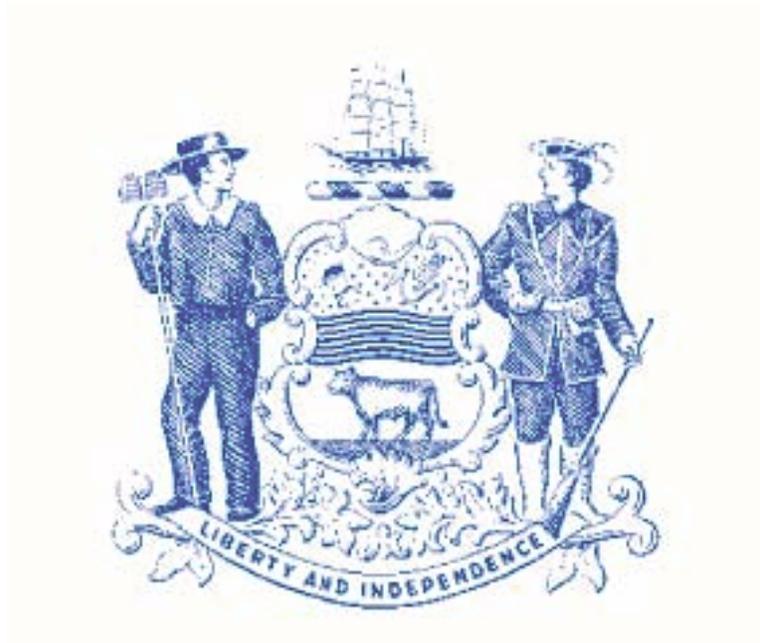
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>



STATE OF DELAWARE GENERAL ASSEMBLY

Legislative Hall
411 Legislative Ave.
Dover, Delaware 19901

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The State of Delaware General Assembly is responsible for safeguarding the confidentiality and integrity of data in the Legislature's computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State of Delaware General Assembly data will not be modified without the knowledge and written authorization of the State of Delaware General Assembly. All data generated from the original source data, shall be the property of the State of Delaware General Assembly. The control of the disclosure of those data shall be retained by the State of Delaware General Assembly.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the State of Delaware General Assembly, understand that I/we act as an extension of STATE OF DELAWARE GENERAL ASSEMBLY and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of STATE OF DELAWARE GENERAL ASSEMBLY. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean termination of contract, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read STATE OF DELAWARE GENERAL ASSEMBLY's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

APPENDIX A MINIMUM MANDATORY SUBMISSION REQUIREMENTS

The response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria identified.

3. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be separate from all other files on the electronic copy.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OMWBE application (see link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.



Delaware Legislative Information System

High Level Functional Specification Document

Version: 3.0

Prepared by: Alan Atwood
Project Sponsor(s): Janet Roberson
Date Created: 08/26/2013
Date Last Modified: 09/25/2013

Document Purpose

This document provides detailed information about current state and desired future state functionality for the Delaware Legislative Information System. It is intended to provide background, and an introduction to the State of Delaware's Legislative processes, and workflow. This will be the background for a project to replace, and enhance, the current Lotus Notes based Legislative workflow system. The broad outlines of the process will remain the same; however, certain parts of the process are likely to become more automated. Future state requirements and design will be negotiated with the selected vendor, with consideration given to that vendor's basic software design.

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1. Overview

The General Assembly

The Delaware General Assembly meets each year in Legislative Hall in Dover from the 2nd Tuesday of January through June 30th on Tuesdays, Wednesdays and Thursdays with scattered breaks throughout.

The Delaware General Assembly is composed of a Senate (with 21 members) and a House of Representatives (with 41 members). Senators serve staggered 4 year terms (every 2 years about ½ of the Senate is up for re-election) except that once a decade [last year] all 21 Senators run after the district lines are re-drawn to comply with one person-one vote requirements. House members serve 2 year terms.

Each Chamber is split into 2 political caucuses -- a Majority Caucus and a Minority Caucus. A majority vote of all of its members determines the head of its Chamber (President Pro Tempore in the Senate and Speaker of the House in the House) and Majority Caucus members thereof vote for the Majority Leader and Majority Whip and the Pro Tem or Speaker appoints the chairs of all Committees. Each Minority Caucus chooses a Minority Leader and a Minority Whip. Each Chamber has full time and part time [per diem] staff, headed in the Senate by the Secretary of the Senate and in the House by the Chief Clerk of the House. Each Caucus also has full time and per diem staff (pages, receptionists, secretaries, administrative assistants and attorneys). Obviously, the Majority Caucuses have more. There is also a non-partisan Division of Research (aka Legislative Council) which keeps and distributes Bills and Amendments to the public (and to those in Legislative Hall) and a non-partisan Controller General's Office which helps with the Budget Bill and Bond Bill process and provides fiscal notes for Bills.

Legislation

Each General Assembly is primarily concerned with the consideration of a number of legislative vehicles. These include bills, amendments, and resolutions. Each of these vehicles is subject to its own set of procedural rules.

Current LIS System

The current LIS System is used to record the actions of the House and Senate Chambers as they go about the business of considering legislation. This includes a record of the ceremony and procedure observed by the chambers, and a record of the legislation itself as it moves through the legislative process. This document describes the current state only. It is anticipated that process improvements will be identified and implemented as a result of this project.

2. Assumptions

The requirements gathered during this process are subject to the following assumptions.

- The current system was designed and implemented over 10 years ago. It has served its functions well, but there are many opportunities for improvement. Some changes will be limited to an individual portion of the overall legislative process. Others may involve overall process. The former will be implemented based on end user request and approval; the latter will require the approval of Legislative Council.
- If the approval of Legislative Council cannot be obtained, the system will be coded to current requirements and functionality.
- Wherever possible, the system should be built with expandability and an expectation that current manual processes may move to electronic processes at some point in the future.

3. Dependencies

- Successful data migration from past Legislative Information System Lotus Notes databases, to the new system.
- Vendor's clear understanding of current state processes
- Vendor's clear understanding of areas for process improvement – to be reflected in the release, and to be available via "switch" in the future

4. Information Security

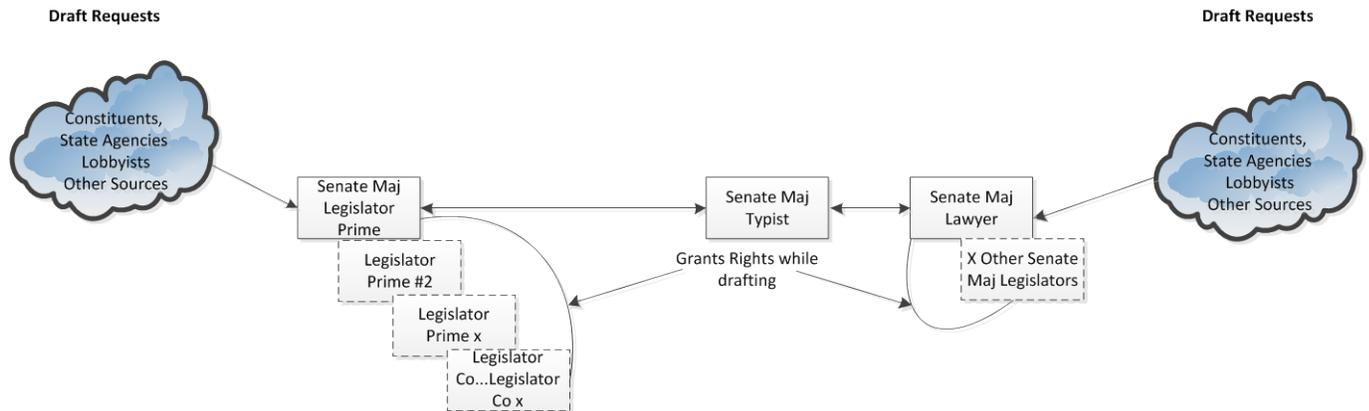
Issue	Description
Remote Access	The vendor must provide a remote access solution. As part of the solution a detailed description of all security measures and their method of implementation must be provided.
Local Security	Locally, the system must use the Local Area Network UID and Password for access. Rights and privileges are assigned according to the individual user and user groups.
Security Admin	Centralized user admin based on SuperUser or Administrator Role. This includes the assignment of users to roles, privileges, and revocation of the same.

Drafting - Security Standard Roles, CURRENT STATE

Business Rule: Proposed legislation may or may not be confidential to requestors, legislative sponsors, and party lawyers. The intent of confidentiality is reflected in the LIS system.

During the drafting process, permissions are set at the document level. This means that the document author initially has full read, write, and delete rights over the document. LIS administration roles automatically have these rights as well.

The typist sets document permissions as part of the bill entry process. This is configurable depending on the party and individual legislator(s) from whom the typist received the original work assignment. For instance:



1. Draft legislation requests may originate from constituents, state agencies, lobbyists, legislators or other sources. The request may come through legislators or lawyers.
2. The security groups are as follows:

Organization	Group	Role	Permissions
Senate	Majority	Legislator(s) Lawyers Typists	1. Each typist belongs to a group within an organization. 2. LIS admin maintains security groups for each typist. 3. During the entry process, the typist can provide rights to individuals in those groups, or to entire groups.
	Minority	Legislator(s) Lawyers Typists	
House	Majority	Legislator(s) Lawyers Typists	
	Minority	Legislator(s) Lawyers Typists	
LIS Administrators		Super User	All

The typist grants permissions to the legislators that are sponsoring or co-sponsoring the bill. Also, the typist grants permissions to the appropriate lawyer(s) to review the bill.

Typist Security Administration

At present, the typists contact LIS Admin staff to add or remove people from their security groups. There is a requirement to create these groups, but it may be preferable to allow self administration of these groups.

Other Roles and Privileges – FUTURE STATE

Phase	Role(s)	Rights	Notes
Pre-Draft	Lobbyist Legislator Agency	R, W, E, D, P	From Pre-Draft Submission Portal Only Print to local printer only Roles may include one or many persons Roles belong to Chamber/Caucus Groups/Outside Individuals
Draft	Legislator Drafter Typist	R, W, E, D, P + Assign, Comment R, W, E, D, P + Assign, Comment, Release, Recall (up to Print Shop but not after) R, W, E, D, P, Assign + Comment	
Numbering	Secretary of the Senate Chief Clerk of the House	R, W, E, Assign + Expunge + Cancel R, W, E, Assign + Expunge + Cancel	
Printing	Print Shop Secretary of the Senate Chief Clerk of the House	R, P, Assign Recall Recall	
Bill Prep	House Bill Prep Team Senate Bill Prep Team Secretary of the Senate Chief Clerk of the House	R, P, Assign R, P, Assign Assign (Bill Prep, On Hold, Del to Sponsor) Assign (Bill Prep, On Hold, Del to Sponsor)	
Release to Chamber (Pre-File)	Secretary of the Senate/ President Pro Tem -or- Chief Clerk of the House/ Speaker	Read, Assign, Print Pre-File List - may be limited to SS or CC, Recall	
Introduction	Legislative Hall Public Secretary of the Senate Chief Clerk	Read	SS and CC only have rights to legislation that is currently in their Chamber

Fiscal Analysis	Analyst Fiscal Analysis Support Staff Controller General Assistant Controller General	R, P R, P, update form but not bill as requiring Fiscal Analysis R, P R,P	These are rights over the legislation . This group has separate rights over the Fiscal Analysis document(s) that arise out of their analysis, which is a separate workflow .
Indexing	Legislative Librarian	R, P, Keywords to record no change to bill itself	
Assignment to Committee	Legislative Hall, Public Committee Members Legislative Assistants	R, P, Assign (Committee)	
Committee Work	Legislative Hall, Public Committee Members Fellows (House) Legislative Assistants (Senate)	R,P Vote, Release, Table	These are rights over the legislation . This group has separate rights over the Committee document(s) that arise out of their planning, discussion and vote, which is a separate workflow .
Release from Committee	Secretary of the Senate Chief Clerk of the House	Process Vote Assign	
Amendment	Secretary of the Senate Chief Clerk of the House Journal Clerk (House, voice votes)	Actions on amendment itself can only take place in originating Chamber, all actions except Committee Assignment are possible	
Engrossment	Engrosser Assistant Engrosser	R, P	These are rights over the legislation . This group has separate rights over the Engrossed Version(s) of the legislation, which is a separate workflow .
Vote	Chief Clerk of the House Secretary of the Senate	R, Assign, P (actual roll call results) R, Assign, P (actual roll call results)	Record vote results
Voice Vote	House Journal Clerk Chief Clerk	R, Assign R, Assign	House Amendments House Resolutions Senate and House Concurrent Resolutions
Failure	STOP		Roll call can be rescinded and legislation can be brought up for vote within 3 Legislative days.

Passage	Chief Clerk of the House Secretary of the Senate	Consideration List of other Chamber	
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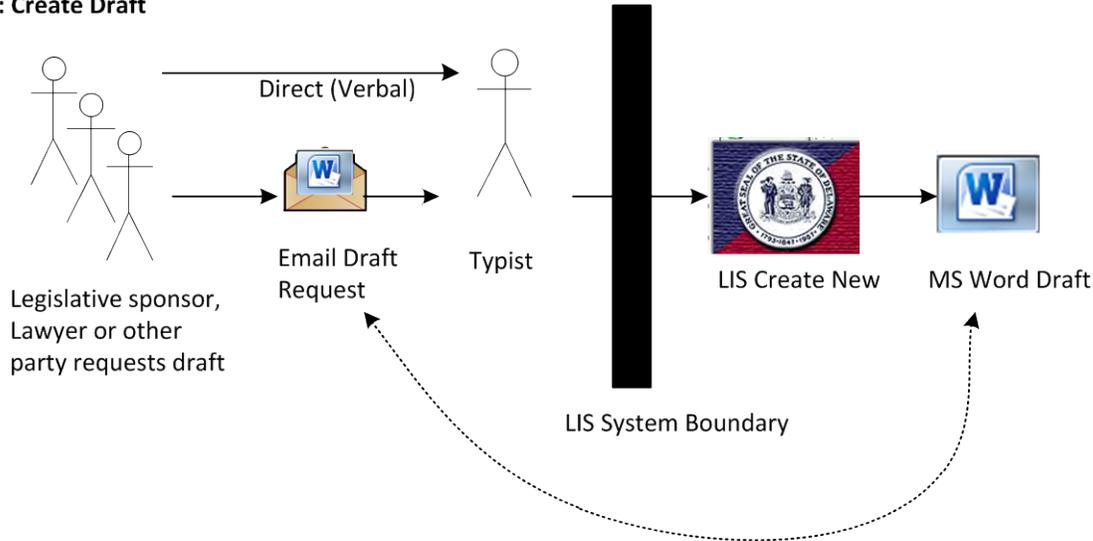
5. Current State Functionality

This section describes current state functionality through the use of Use Case Diagrams and Narratives. Wherever possible, future state improvements are included in each case.

5.1. Drafting

5.1.1. UC D1: Create Draft

UC1: Create Draft



UC D1: Create Draft - Narrative

Actors

Draft requestors
 Typist
 Legislator(s)
 Caucus Attorney (Drafter)

1. Industry groups, lobbyists, individual constituents, State Agencies, Legislators and others request a draft bill to be created. Usually rough content is provided as a Word attachment in an email. In every case, a Legislator must sponsor the request in order for it to be drafted; multiple legislators may sign on as a co-prime sponsor or co-sponsor on a particular draft item (may be a bill, an amendment or substitute to an existing bill, or a resolution).
2. The caucus Legislator or attorney assigns the drafting task to a typist.
3. The typist sets up the draft by entering the following required information into the LIS system:
 - a. Vote Type – Drop Down List
 - Simple Majority (SM) (default)
 - 3/5
 - 2/3
 - 3/4
 - b. Long Title
 - c. Laws/Titles Affected
 - d. Type of Legislation – Drop Down List
 - House Amendment (HA)
 - House Bill (HB) (default)
 - House Concurrent Resolution (HCR)
 - House Joint Resolution (HJR)
 - House Resolution (HR)

- House Substitute (HS)
 - Senate Amendment (SA)
 - Senate Bill (SB)
 - Senate Concurrent Resolution (SCR)
 - Senate Joint Resolution (SJR)
 - Senate Resolution (SR)
 - Senate Substitute (SS)
- e. Drafter(s) initials
 - f. Typist initials
 - g. Agency of Origin (automatically populated based on their caucus affiliation)
 - h. Sponsor (shown as shortname)

Additional items that could be added/modified at anytime before the document is released but are not required

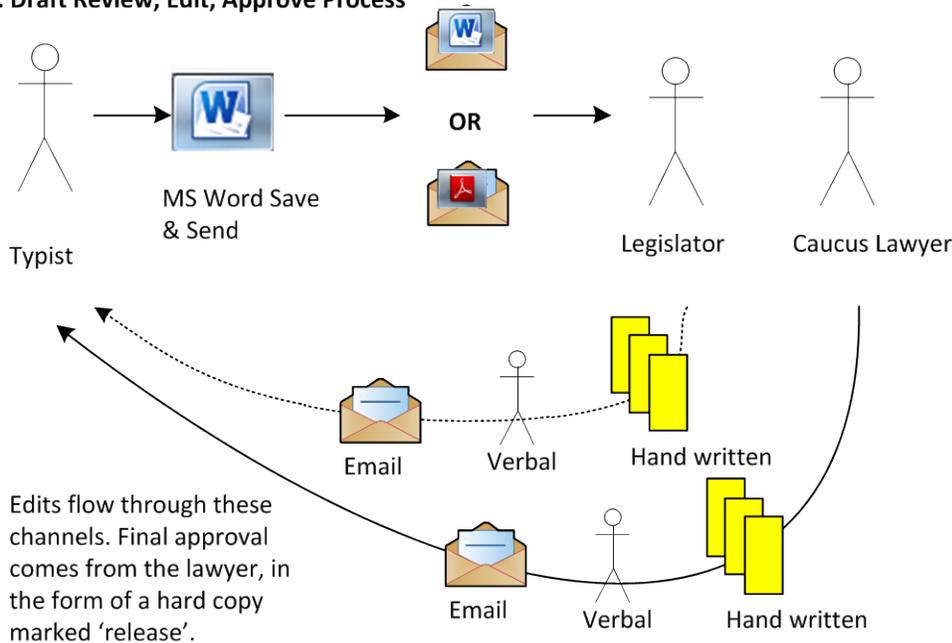
- (a) Mark a bill for immediate introduction (flags the document on the view)
- (b) Select that the legislation creates an appointment
- (c) Select that the legislation creates a report
- (d) Additional Prime Sponsors
- (e) Cosponsors
- (f) Adjust the security of the legislation (who has read or edit access)

This creates an LIS record to house the MS Word version of the bill within the LIS system.

4. The typist clicks on "Create Word document" within the system and the system copies information from the original source document into a Word template created by the LIS system
 - a. The database assigns a document id to the record(example0211470001)
 - b. The current system auto-saves the bill draft once every five minutes to the typist's local hard drive. It is identified by a system-assigned number and a time stamp indicating the time it was opened.
5. When the drafting process is complete, the typist closes the Word document, and at that point is prompted to save.
6. Once the document is saved, it appears in the "Drafts" view.
 - a. Currently the Senate drafts are sorted by the date they were entered.

5.1.2. UC D2: Draft Review, Edit, Approve Process

UC2: Draft Review, Edit, Approve Process



UC D2: Draft Review, Edit, Approve Process – Narrative

Actors

- Typist
- Primary Sponsoring Legislator(s)
- Caucus Attorney (Drafter)

1. The Typist uses the “Save & Send” feature within MS Word to send a copy of the drafted bill to the Attorney and/or the Primary Sponsoring Legislator(s).
 - a. The typist may send a MS Word copy **or** an Adobe PDF copy. PDF is sometimes used to prevent changes from being made within the document itself.
2. The Caucus Attorney (Drafter) and the Legislator provide feedback to the Typist through any of the following methods:
 - a. Email
 - b. Verbal
 - c. Handwritten notes
3. The Typist incorporates the feedback into the draft, within the LIS system and provides the Attorney and/or the Legislator(s) with an updated version.
4. Steps 1-3 cycle until the Caucus Attorney provides the Typist with approval of a final version.
 - a. Usually a hard copy marked “release”.
 - b. Typist files this copy and releases the final version within LIS (see UC4)
 - c. Document is “Released” in the system
 - d. Document Status is changed from “Draft” to “Released”
 - e. Document is locked for editing by the releasing party (Security change here)
 - f. Document can be recalled if additional change

5.1.3. UC D3: Find Existing Draft in LIS- Narrative

UC3: Find Existing Draft in LIS



UC D3: Find an existing Draft within the System - Narrative

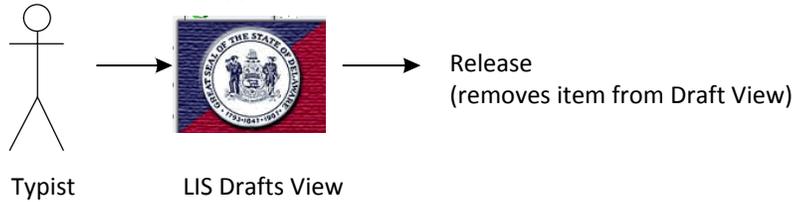
Actors

LIS Users with rights to view Draft item

Precondition: The draft item has been entered into the system.

1. An LIS user logs in to the system and clicks on the “Drafts” button.
2. LIS displays the “Drafts View”, populated with all drafts that the user has rights to see.
3. The Draft view has a search and sort capability.
 - a. **Request:** sort by Legislator
 - b. Current Sort Options:
 - Affecting
 - Doc No
 - Sponsor
 - Date
 - Status
 - Backer
 - Vote
 - Long Title
 - Location
 - Drafters
 - Typist
 - Comments
 - Status Time Stamp
4. Once the desired draft is located, the user can click on the record to bring up the system generated Word document.

5.1.4. UC D4: Release Approved, Final Draft Released in LIS



UC D4: Release Approved, Final Draft Released in LIS – Narrative

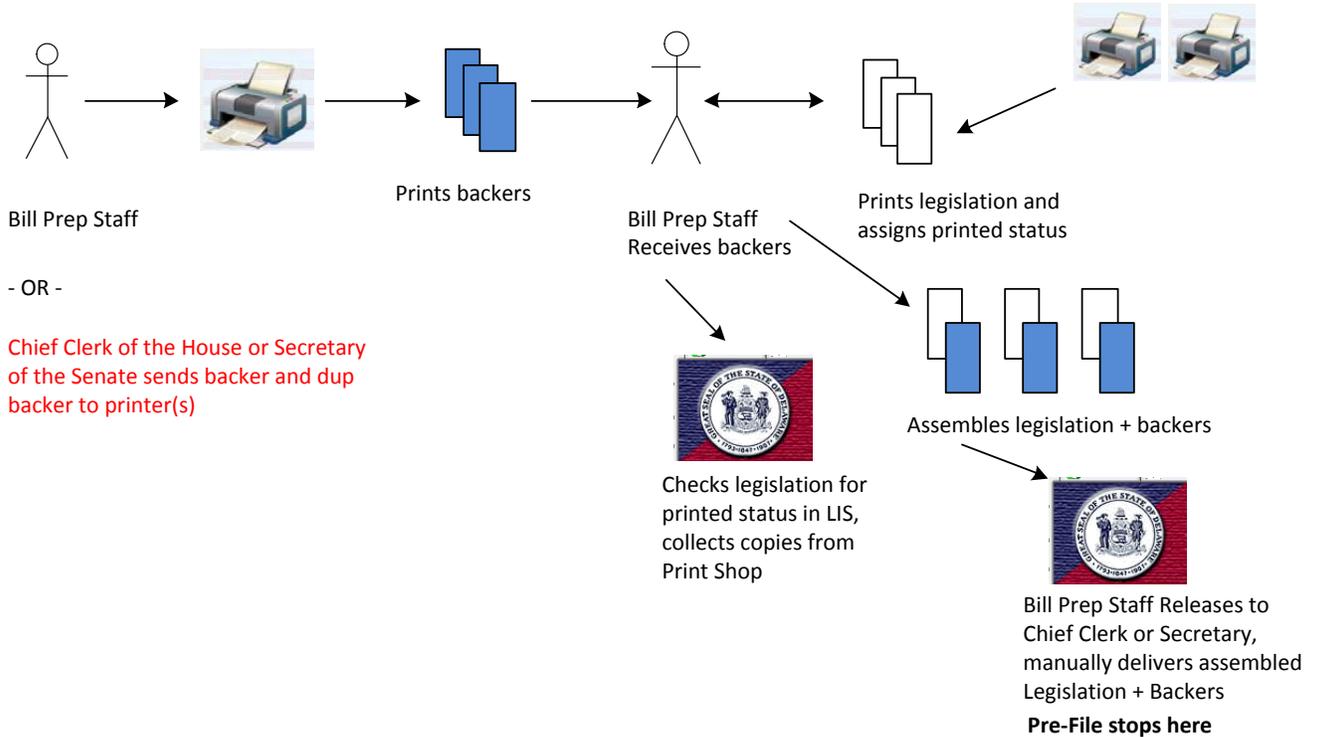
Precondition: Typist gets final approval for draft item.

1. The Typist logs in to the system and clicks on the “Drafts” button.
2. LIS displays the “Drafts View”, populated with all drafts that the user has rights to see.
3. The Typist locates and clicks on the desired draft record within LIS.
4. The Typist clicks the ‘Release’ button within LIS.
5. The Draft item is no longer visible within the Drafts queue.

5.2. Bill Prep

5.2.1. Bill Prep Process Pre-file

(Introduction from the Floor adds clicking “Deliver to Sponsor” and deliver to Sponsor him or herself)



UC BP1: Pre-File

Actors

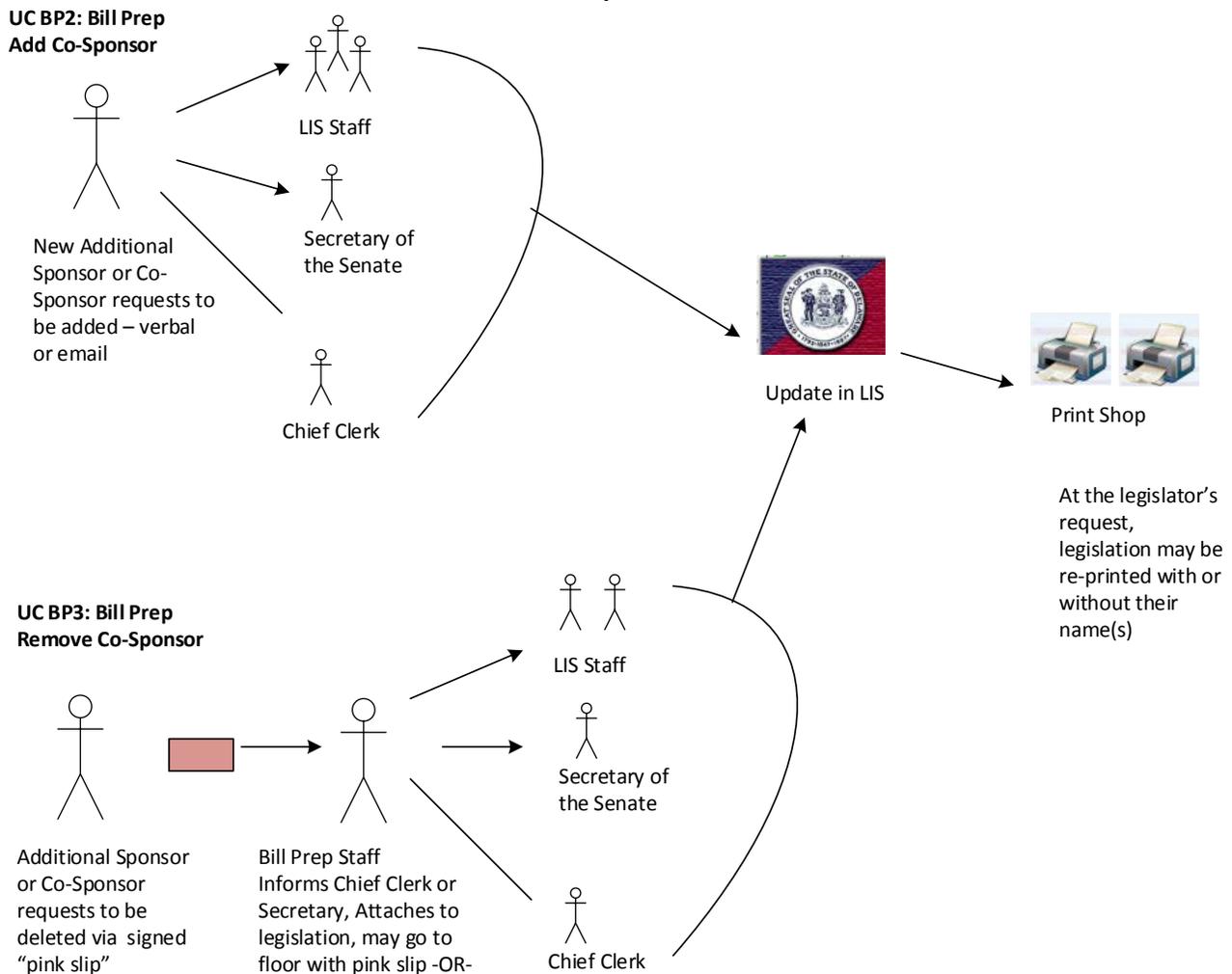
- Bill Prep Staff (House or Senate)
- Chief Clerk of the House
- Secretary of the Senate
- Print Shop
- Legislator(s)

1. A bill backer or an amendment backer may be printed in one of two ways:
 - a. Chief Clerk of the House or Secretary of the Senate sends the original backer and duplicate backer to a printer in the vicinity of the Chamber Bill Prep Staff.
 - b. The Bill Prep Staff may print a backer to their local area printer.

2. The Bill Prep Staff checks the LIS queue for legislation marked as Printed. Once legislation is marked as printed, it has a status of "printed". The Bill Prep Staff then picks up legislation from the Print Shop.
3. Once the Bill Prep Staff has the physical copies of the legislation and backers, they assemble them. A folded copy of each backer, with at least the main sponsor's signature, is placed with one bond copy of the printed legislation.
4. Once the legislation has been completely assembled and prepared, the Bill Prep Staff clicks the Bill Prep button in LIS, thereby notifying the Chief Clerk or Secretary that they have the legislation. (Note: House Bill Prep Staff also have the ability to "Release to HCL" which places the legislation on the House Consideration List).

Intro from the Floor – follows 1-4 above and adds button click in LIS of "Delivered to Sponsor" for the House and "Held By Sponsor" for the Senate. The legislation is physically delivered to the sponsor for introduction from the floor.

5.2.2. UC BP2 and UC BP3: Add or Remove Sponsor



UC BP2: Add or Remove Sponsor: Narrative

Pre-condition

Legislation has been introduced in either chamber of the Legislature.

Actors

New Additional Sponsor or Co-Sponsor
LIS Staff
Chief Clerk of the House
Secretary of the Senate

1. New Additional Sponsor or Co-sponsor requests to be added to legislation through:
 - a. Secretary of the Senate
 - b. Chief Clerk of the House
2. The Secretary may make the sponsorship changes on Senate Legislation and the Chief Clerk may make the sponsorship changes on House Legislation.
3. At the direction of the Chief Clerk or the Secretary LIS may make the sponsorship change on any legislation and send it to the Print Shop for re-print.

UC BP3: Remove Sponsor or Co-Sponsor

Actors

Additional Sponsor or Co-Sponsor Removee
Bill Prep Staff
Print Shop (optionally)
Chief Clerk of the House
Secretary of the Senate
LIS Staff

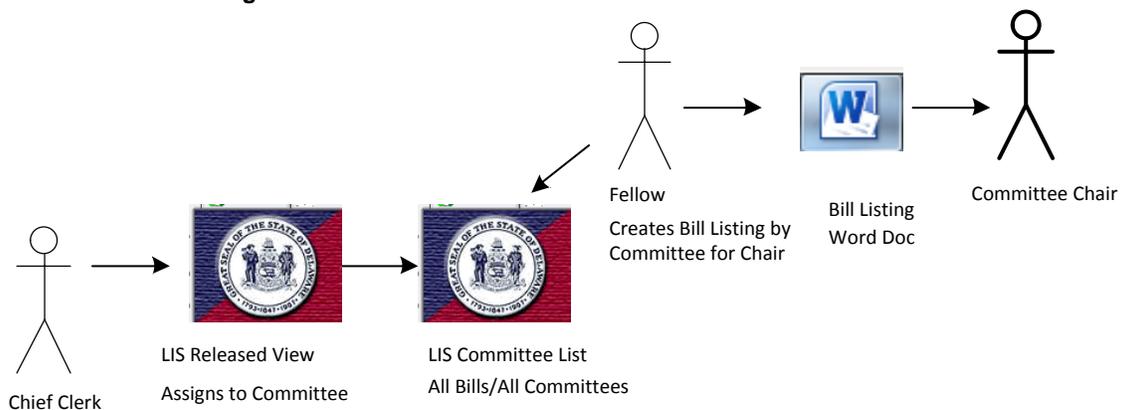
Pre-condition

Legislation has been introduced in either chamber of the Legislature.

1. Additional Sponsor or Co-sponsor requests to be removed from legislation by delivering a 'pink slip' removal request to the Bill Prep Staff.
2. Bill Prep Staff informs the Chief Clerk of the House or Secretary of the Senate and attaches the slip to the legislation.
3. The legislation may go to the floor with the slip attached, or at the Removee's request, the legislation may be re-printed without their name appearing.
4. LIS Staff may make the change in LIS at the direction of the Chief Clerk or the Secretary and send the legislation to the Print Shop for re-print.

5.3. House Committee Activities

5.3.1. UC HC1: Assign Bills to Committee



UC HC1: Assign Bills to Committee – Narrative

Actors

Chief Clerk of the House

Speaker of the House
 Legislative Fellow
 Committee Chair

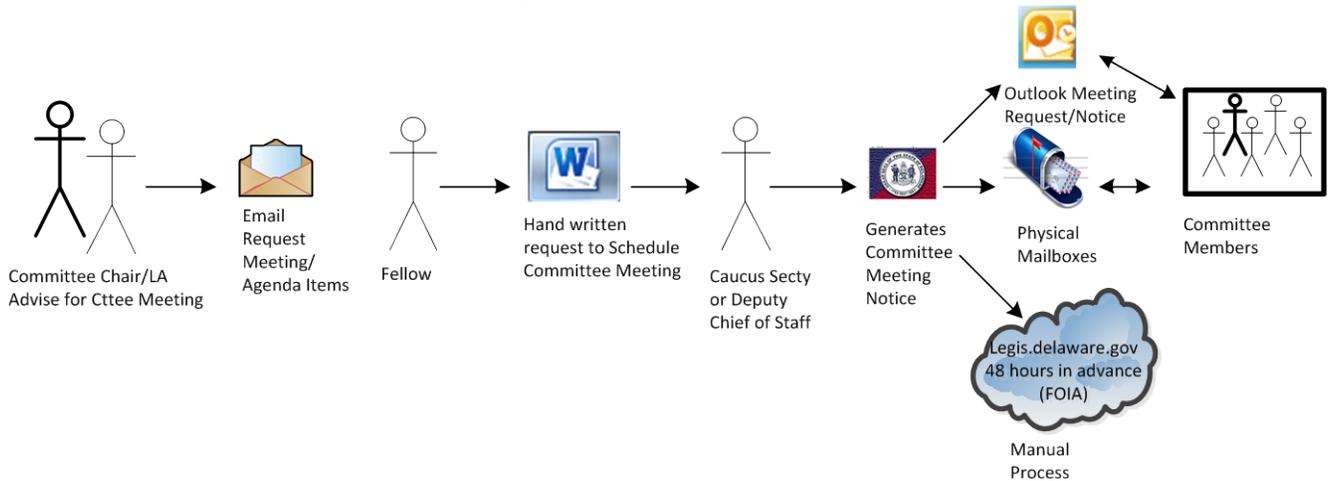
Preconditions

A bill has been entered and released.

[Continues from completion of Drafting Use Cases]

1. The Chief Clerk accesses the LIS Consideration List View and generates a list for the Speaker.
2. The Speaker reviews the list and assigns bills to committee. Chief Clerk assigns bills within LIS.
3. The Legislative Fellow creates a MS Word bill listing by committee for the respective Committee Chair(s). This is a manual process – the report that LIS creates only shows the Short Title and the Bill Number. The manual list also has the synopsis.

5.3.2. UC HC2: Create Committee Agenda/Set Meeting/FOIA



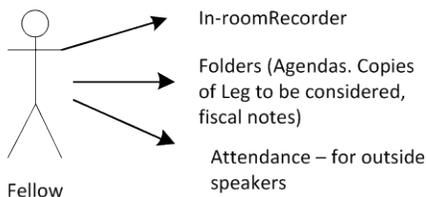
UC HC2: Create Committee Agenda/Set Meeting/FOIA - Narrative

Actors

Committee Chair
 Legislative Assistant
 Legislative Fellow
 Caucus Secretary/Deputy Chief of Staff
 Committee Members

4. The Committee Chair or the Legislative Assistant advises the Legislative Fellow via email that a meeting is necessary. This email includes the request itself, plus applicable agenda items.
5. The fellow creates a hand-written request for either the Caucus Secretary or the Deputy Chief of Staff.
6. The Secretary or Deputy Chief generates a Committee Meeting Notice within LIS.
7. The Committee Meeting Notice is manually distributed through the following channels:
 - a. Email: Outlook is used to generate a meeting request that is sent to all Committee Members
 - b. Hard copies of the notice are distributed to physical mailboxes
 - c. Meeting Notice information is posted to the legis.delaware.gov website. Meeting Notices, and any subsequent changes, must be posted to the site within 48 hours to comply with FOIA (Freedom of Information Act) requirements.
 - d. Meeting Notices are posted in designated areas through-out the building.

5.3.3. UC HC3: Committee Day Prep Activities



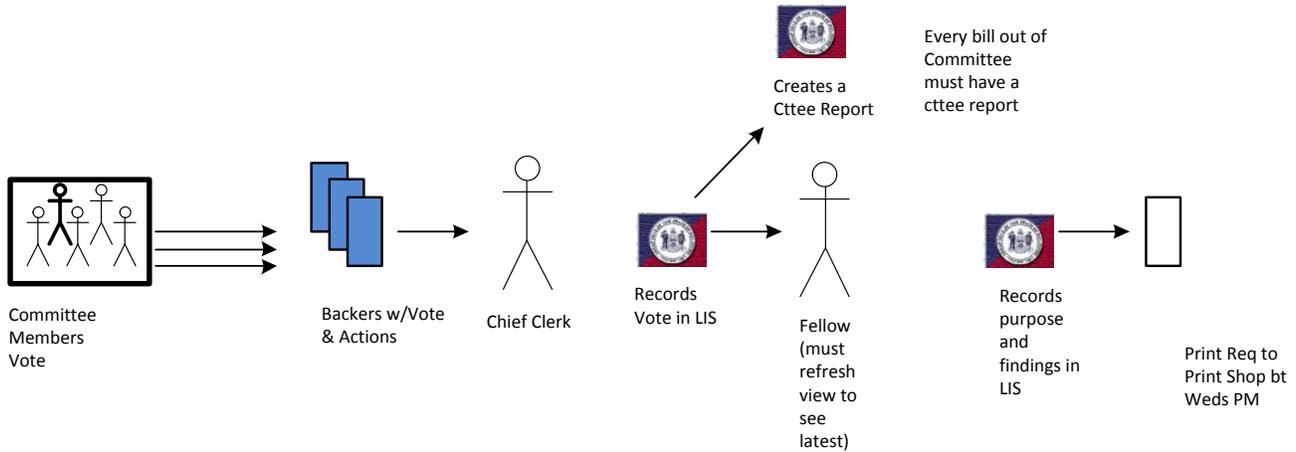
UC HC3: Committee Day Activities - Narratives

Actors

Legislative Fellow

1. The Legislative fellow performs the following activities to prepare for the Committee Meeting. All are manual:
 - a. Set up in-room recorder to capture audio transcript of session
 - b. Create folders of relevant materials for Committee Members
 - i. Agendas
 - ii. Copies of Legislation to be considered
 - iii. Copies of Fiscal Notes if applicable
 - iv. Attendance for outside speakers (this is attached to the minutes)

5.3.4. UC HC4: Committee Day Activities



UC HC4: Committee Day Activities – Narrative

Actors

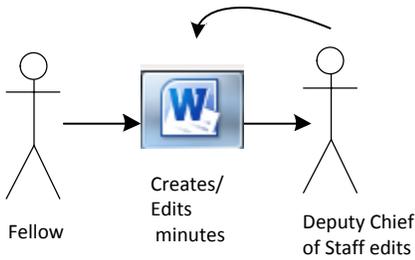
Committee Members
 Chief Clerk
 Legislative Fellow
 Caucus Secretary/Deputy Chief of Staff
 Print Shop

1. Legislative items are brought up during the Committee Meeting. The members vote on whether the legislation should be sent to the floor for open debate and voting.
2. The Committee Votes/actions are recorded on the Bill backer. Possible actions include:
 - a. Introduced
 - b. Reassigned
 - c. Considered
 - d. Deferred
 - e. Amend Adopted

Each of the possible vote types (number only) is captured on the backer:

 - a. Conflict of interest
 - b. Passed (# of Yes votes, No votes, Not Voting and Absent)
 - c. Defeated (# of Yes votes, No votes, Not Voting and Absent)
3. The Chief Clerk enters the votes in LIS and creates a Committee Report.
4. The Chief Clerk processes the Committee Report.
5. The Legislative Fellow accesses the Committee Report within LIS, records the purpose and findings, and generates a Print Request. This request is itself printed, and presented to the Print Shop by Wednesday at 6PM.

5.3.5. UC HC5: Create/Review/Approve Minutes



UC HC5: Create/Review/Approve Minutes – Narrative

Actors

Legislative Fellow
Deputy Chief of Staff

1. The Legislative Fellow creates summary minutes manually in MS Word.
2. The Deputy Chief of Staff reviews the minutes and provides edits.
3. The Legislative Fellow incorporates edits and finalizes the document.

5.3.6. UC HC6: Approve, Print, Distribute Minutes



UC HC6: Approve/Print/Distribute Minutes

Actors

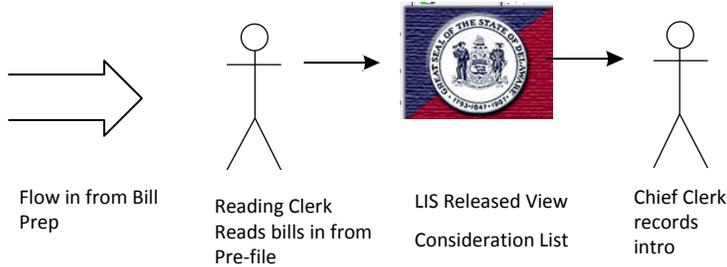
Legislative Fellow
Committee Chair
Print Shop

4. The Committee Chair reviews and approves the minutes.
5. The Legislative Fellow generates a Print Request. This request is itself printed, and presented to the Print Shop for fulfillment.
6. The Governor’s Office receives an electronic copy of the minutes. The following parties receive hard copies:
 - a. Committee Members
 - b. Chiefs of Staff
 - c. Legislative Assistant for Leadership
 - d. Prime Sponsors
 - e. Press Secretary
 - f. Chief Clerk
 - g. Deputy Clerk
 - h. Legislative Library

5.4. House chamber Activities

5.4.1. UC H1: First Reading: Pre-File List

**UC H1: House Chamber Activities
First Reading: Pre-File List**



UC H1: First Reading: Pre-File List

Actors

Reading Clerk

Chief Clerk

Legislator

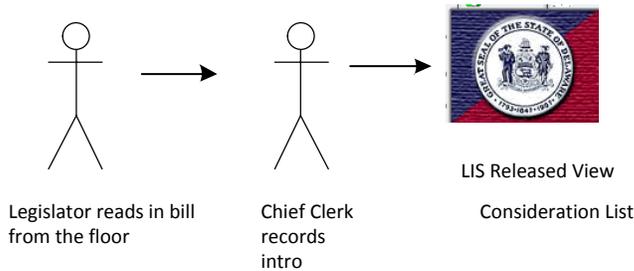
Precondition

Bill Prep Team has completed processing of the bills.

1. The Reading Clerk reads bills into session – these have been through Bill Prep and are considered to be in Pre-File status.
2. The Chief Clerk records the first reading within LIS.

5.4.2. UC H2: First Reading: Floor Introduction

**UC H2: House Chamber Activities
First Reading: Floor Introduction**



UC H2: First Reading: Floor Introduction

Actors

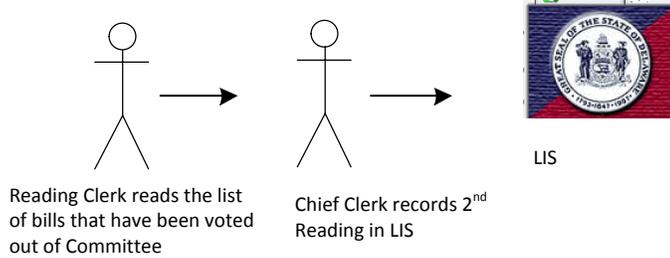
Sponsoring Legislator

Chief Clerk

1. The Sponsoring Legislator moves to introduce a bill from the floor.
 - a. If there is no objection, the Sponsor reads the bill and copies are circulated.
2. The Chief Clerk records the introduction of the bill in LIS.

5.4.3. UC H3: Second Reading: Committee Report

UC H3: House Chamber Activities
Second Reading: Committee Report

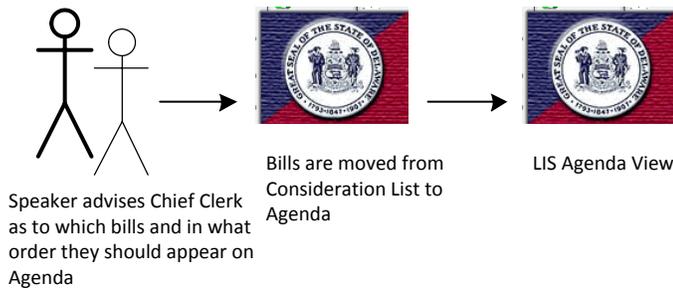


UC HC3: Second Reading: Committee Report
Actors
Reading Clerk

1. The Reading Clerk reads the list of bills that have been voted out of Committee
2. The Chief Clerk records the 2nd reading – the Committee Report – in LIS

5.4.4. UC H4: House Agenda

UC H4: House Chamber Activities
House Agenda

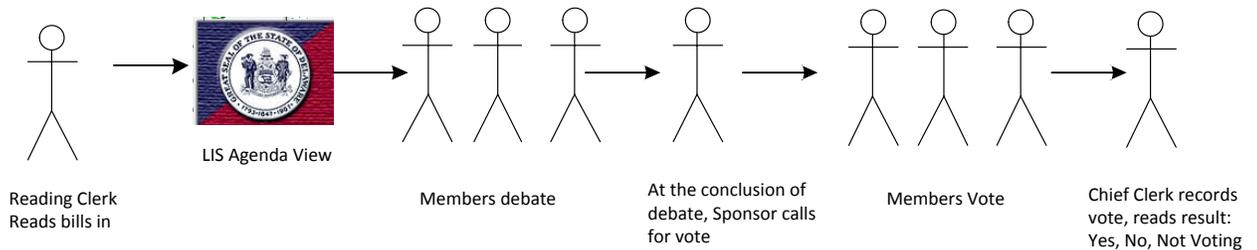


UC HC4: House Agenda
Actors
Speaker of the House
Chief Clerk

1. The Speaker advises the Chief Clerk as the bills that should appear on the Agenda, and the order in which they should be reviewed.
2. The Chief Clerk sets the Agenda in LIS.

5.4.5. UC H5: House Floor Debate and Vote

UC H5: House Chamber Activities
House Floor Debate



UC HC5: House Debate

Actors

Reading Clerk

House Members

Chief Clerk

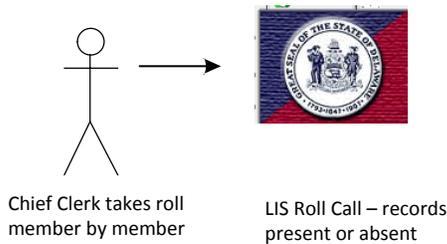
1. The Reading Clerk reads bills in to session.
2. Members debate each bill according to the agenda.
3. At the conclusion of each round of debate, bills may be:
 - a. Laid on the table – deferred for later consideration
 - b. Called for a vote
4. The Chief Clerk reads each legislator's name, and requests a vote. Members may vote in the following ways:
 - a. Yes
 - b. No
 - c. Not voting

The votes are recorded in LIS and the Chief Clerk reads out the result before moving on to debate for the next bill.

5.4.6. UC H6: House Roll Call

UC HC6: House Chamber Activities

House Roll Call



UC HC6: House Roll Call

Actors

Chief Clerk

House Members

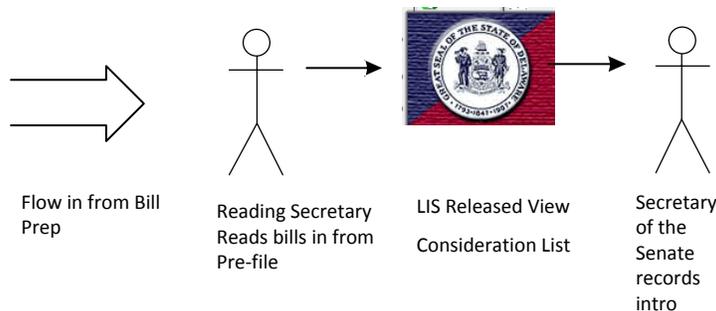
1. The Chief Clerk reads each House Member's name, in alphabetical order.
2. If the member is present, he or she responds in the affirmative and the Clerk records them as present in LIS.
3. If the member is not present, the Clerk records them as absent in LIS.
 - a. A quorum is required for the vote to proceed. The quorum varies depending on the vote requirement: 2/3, 3/5, simple majority etc.

5.5. Senate Committee Activities

5.5.1. UC S1: First Reading: Pre-File List

UC S1: Senate Chamber Activities

First Reading: Pre-File List



UC S1: First Reading: Pre-File List

Actors

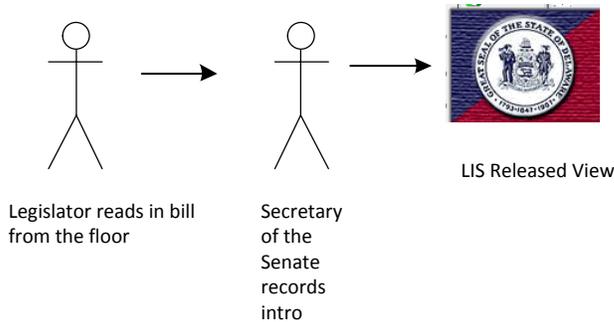
Reading Secretary
Secretary of the Senate
Legislator

Precondition

- Bill Prep Team has completed processing of the bills.
1. The Reading Secretary reads bills into session – these have been through Bill Prep and are considered to be in Pre-File status.
 2. The Secretary of the Senate records the first reading within LIS.

5.5.2. UC S2: First Reading: Floor Introduction

**UC S2: Senate Chamber Activities
First Reading: Floor Introduction**



UC S2: First Reading: Floor Introduction

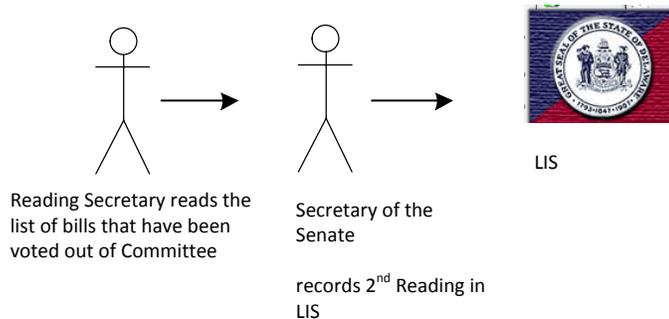
Actors

Sponsoring Legislator
Secretary of the Senate

1. The Sponsoring Legislator moves to introduce a bill from the floor.
 - a. If there is no objection, the Sponsor reads the bill and copies are circulated.
 - b. The Secretary of the Senate records the introduction of the bill in LIS

5.5.3. UC S3: Second Reading: Committee Report

**UC S3: Senate Chamber Activities
Second Reading: Committee Report**



UC S3: Second Reading: Committee Report

Actors

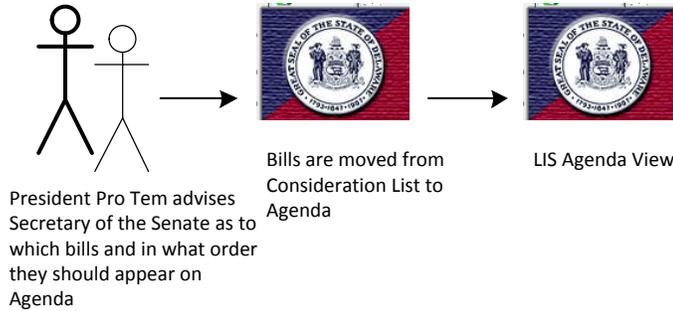
Reading Secretary

1. The Reading Secretary reads the list of bills that have been voted out of Committee
2. The Secretary of the Senate records the 2nd reading – the Committee Report – in L

5.5.4. UC S4: Senate Agenda

UC S4: Senate Chamber Activities

SenateAgenda



UC S4: Senate Agenda

Actors

Speaker of the Senate

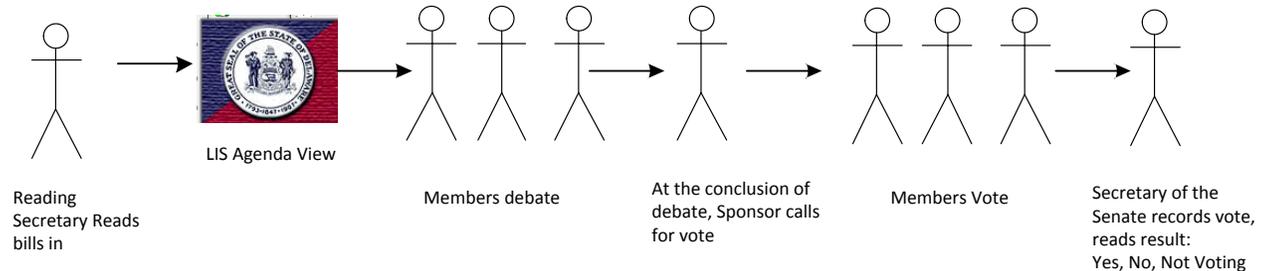
Secretary of the Senate

1. The Speaker advises the Secretary of the Senate as the bills that should appear on the Agenda, and the order in which they should be reviewed.
2. The Secretary of the Senate sets the Agenda in LIS.

5.5.5. UC S5: Senate Floor Debate and Vote

UC S5: Senate Chamber Activities

Senate Floor Debate



UC S5: Senate Debate

Actors

Reading Secretary

Senate Members

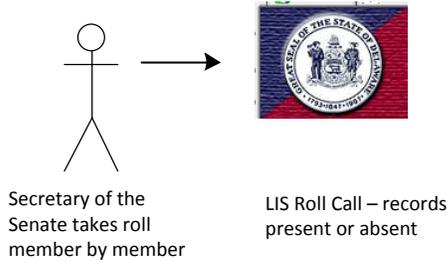
Secretary of the Senate

1. The Reading Secretary reads bills in to session.
2. Members debate each bill according to the agenda.
3. At the conclusion of each round of debate, bills may be:
 - a. Laid on the table – deferred for later consideration
 - b. Called for a vote

4. The Secretary of the Senate reads each legislator's name, and requests a vote. Members may vote in the following ways:
 - a. Yes
 - b. No
 - c. Not voting

The votes are recorded in LIS and the Secretary of the Senate reads out the result before moving on to debate for the next bill.

5.5.6. UC S6: Senate Roll Call



UC S6: Senate Roll Call

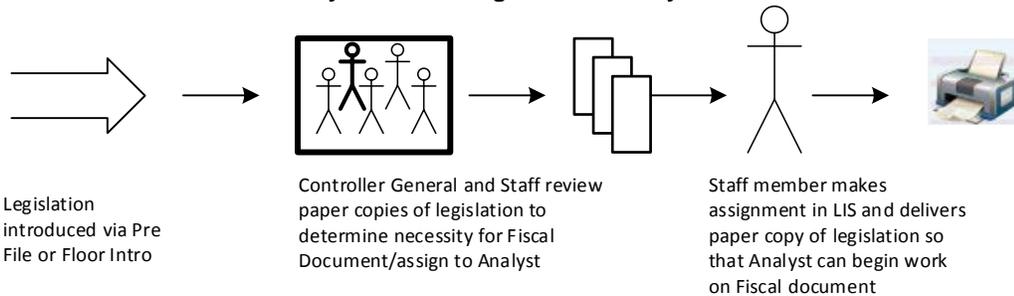
Actors

Secretary of the Senate
Senate Members

1. The Secretary of the Senate reads each Senate Member's name, in alphabetical order.
 2. If the member is present, he or she responds in the affirmative and the Clerk records them as present in LIS.
 3. If the member is not present, the Clerk records them as absent in LIS.
- A quorum is needed in order for the vote to proceed

5.6. Fiscal Notes

5.6.1. UC FN1: Entry into LIS/Assignment to Analyst



UC FN1: Entry into LIS/Assignment to Analyst: Narrative

Actors

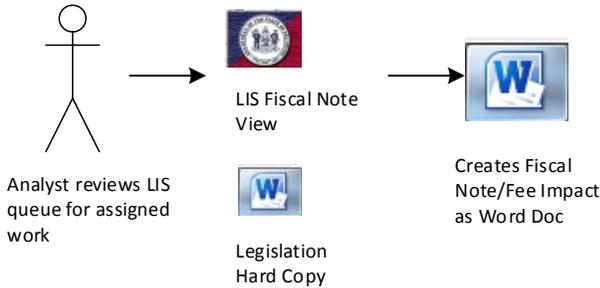
Controller General
CG Analysts
CG Support Staff

The Controller General examines hard copies of legislation with the analysts to determine whether they need fiscal analysis. All legislation is assigned to an analyst based on knowledge or agency assignment. Based on this review, one of the following statuses are applied to legislation within LIS:

- a. **Fee Impact (F/I):** involves changes to existing State fees (e.g. a legislation may result in an increase to fishing licenses)
 - b. **Fiscal Note (F/N):** involves costs to the State based upon actions required in the legislation
 - c. **Not Required:** no fiscal analysis is required; (note: legislation is still assigned to an analyst within LIS).
2. The Controller General gives copies of the assigned legislation to the analyst support staff member for documented assignment in LIS.

3. The support staff member sets up the assignment in LIS and delivers a hard copy of the assigned legislation to the analyst for review. In the current system there is a section for Fiscal Notes which is sorted by Analyst and is separate from the Legislation View.

5.6.2. UC FN2: Create Fiscal Document



UC FN2: Create Fiscal Document: Narrative

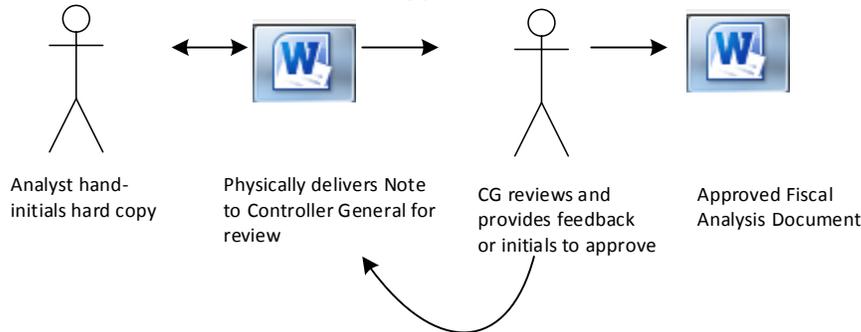
Actors

- CG Analysts
- CG Support Staff

1. The Analyst reviews his/her LIS queue for assigned work.
2. Using the hard copy of the legislation provided in UC FN1, the analyst (or support staff) creates a Fiscal Note or Fee Impact using a MS Word template housed within LIS.

The fiscal document has default security edit access to the author, CG Administrative Support Staff and the Controller General (by virtue of the support staff security group). The author may permit edit access to others as desired. All CG Analysts have access to read all fiscal documents.

5.6.3. UC FN3: Fiscal Document Approval Process

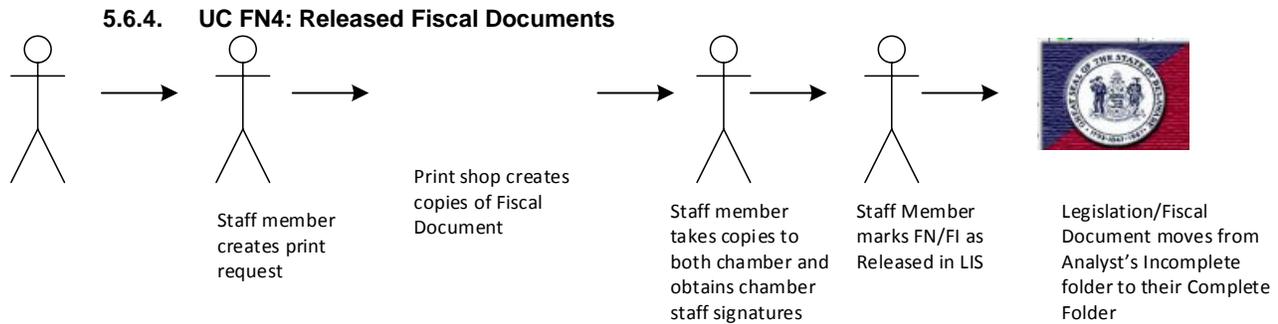


UC FN3: Fiscal Note Approval Process

Actors

- Controller General
- CG Analyst

1. The Analyst and the Controller General meet and review a hard copy of the Fiscal Analysis Document.
2. The Controller General either:
 - a. Provides feedback to be incorporated into the fiscal analysis document
 - Or
 - b. Approves the fiscal analysis document
3. When the fiscal document is approved, both the Analyst and the Controller General initial the hard copy which is referred to as the approved or signed copy and is delivered to the CG Support Staff Member.



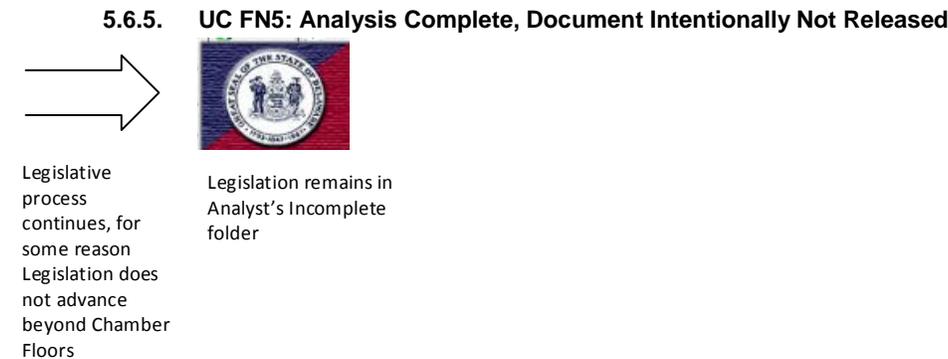
UC FN4: Released Fiscal Analysis Document: Narrative

Actors

Controller General
CG Support Staff

1. The Controller General or the assigned analyst advises the CG Support Staff Member that a Fiscal Note or Fee Impact is approved. The CG Support Staff Member creates a print request.
2. The CG Support Staff Member delivers the print request and the approved fiscal analysis document to the Print Shop.
3. The Print Shop creates copies of the Fiscal Analysis Document and delivers to CG Office.
4. The Staff Member takes hard copies of the Fiscal Analysis Document to both chambers and obtains signatures from chamber staff on the Print Request Form.
5. The Staff Member clicks the 'Release' button within LIS for the approved Fiscal Analysis Document.
6. The released fiscal analysis document is moved to the assigned Analyst's Completed folder and a document link is attached to the legislation.

Note: a Fiscal Analysis Document may be recalled if necessary. This removes the document link from the legislation and places the legislation back in the assigned analyst's incomplete folder. If a new Fiscal Analysis Document is created, it is labeled as "REVISED" on the MS Word document and the original fiscal document is marked "Replaced". The Revised fiscal document is "Released" and a document link is added to the legislation. Currently only one (1) fiscal analysis document is released at a time.

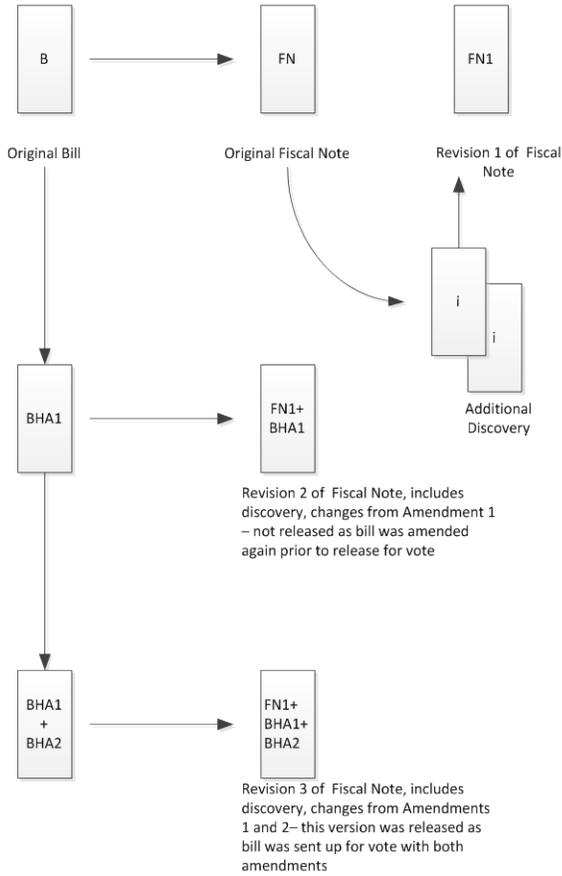


UC FN5: Analysis Complete, Document Intentionally Not Released: Narrative

1. Legislative process continues, for any number of reasons legislation requiring a Fiscal Analysis Document does not advance.
2. The Fiscal Analysis Document remains in the Analyst's queue unless LIS Staff intervenes at the request of the Controller General, CG Analyst or CG Support Staff Member.

5.6.6. Fiscal Notes – Multiple Amendments, One Chamber

FISCAL NOTES FOR BILLS WITH MULTIPLE AMENDMENTS IN ONE CHAMBER



Description

This flow describes a case with the following conditions:

- * Original bill requires a fiscal note due to fee or cost impact
- * Additional discovery feeds into the first revision of the Note
- * The bill is amended multiple times and the FN is updated to reflect this

Key Points

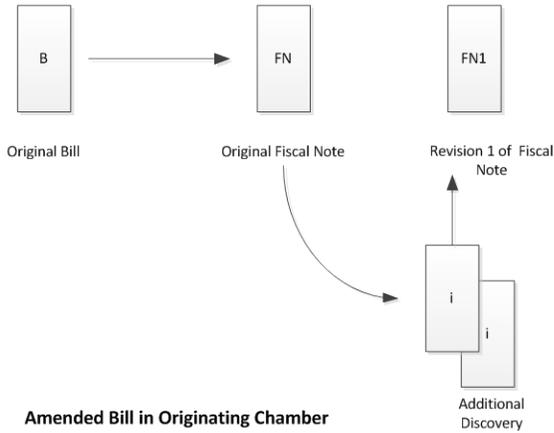
* Fiscal notes are prepared and held until the bill is introduced, or when an amended version is up for a vote. This means that the notes are not public – they can only be viewed by the note creator and other designated parties until they are released.

* A more automated way of approving and releasing the FN's is needed – see use cases and narratives.

5.6.7. Fiscal Notes – Multiple Amendments, Both Chambers

FISCAL NOTES FOR BILLS WITH MULTIPLE AMENDMENTS - BOTH CHAMBERS

Originating Chamber



Description

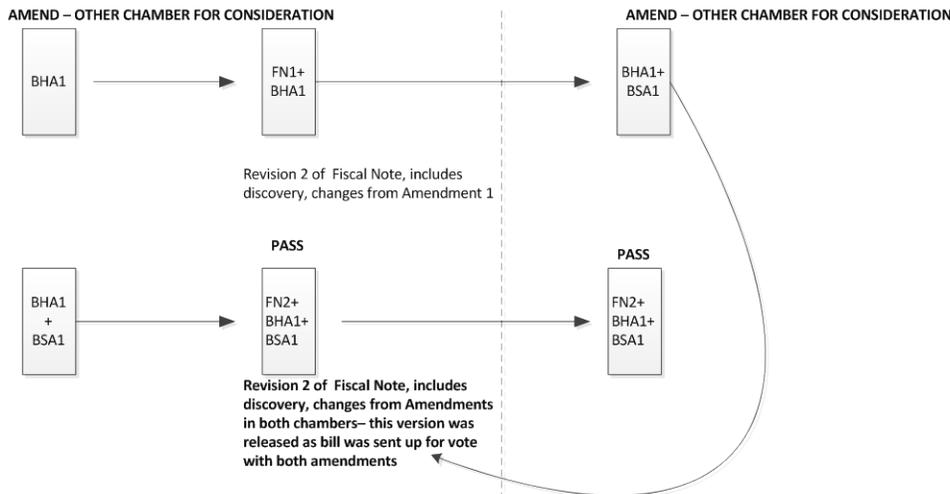
This flow describes a case with the following conditions:

- * Original bill requires a fiscal note due to fee or cost impact
- * Additional discovery feeds into the first revision of the Note
- * The bill is amended multiple times and the FN is updated to reflect this

Key Points

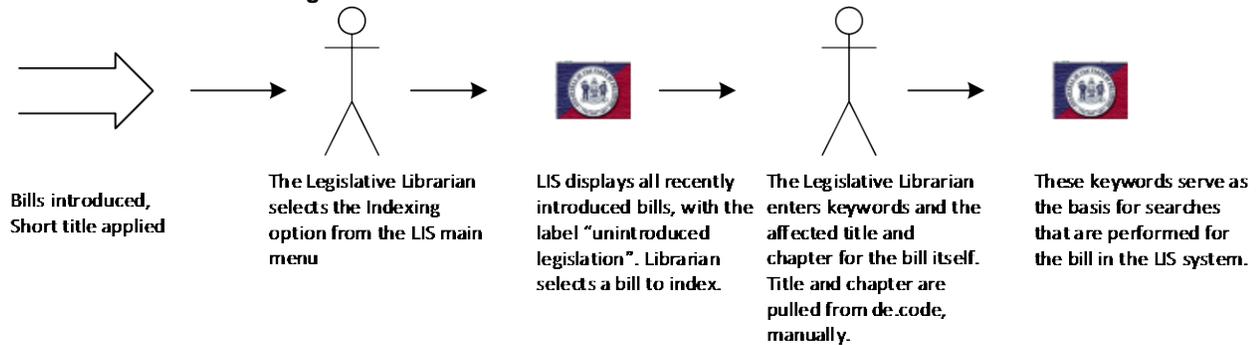
- * Fiscal notes are prepared and held until the bill is introduced, or when an amended version is up for a vote. This means that the notes are not public – they can only be viewed by the note creator and other designated parties until they are released.
- * A more automated way of approving and releasing the FN's is needed – see use cases and narratives.

Amended Bill in Originating Chamber



5.7. Library/Indexing

5.7.1. UC IL1: Legislative Librarian



UC IL1: Legislative Librarian: Narrative

Actors

Legislative Librarian

Precondition

Bills have been introduced to the floor of one of the chambers.

1. The Legislative Librarian selects the Indexing option from the LIS main menu.
2. LIS displays all recently introduced bills, with the label "Unindexed Legislation".
3. The Librarian selects a bill to index, highlights and clicks on it.

The Librarian enters self-selected keywords and affected title and chapter from bill itself, reflected in de.code. These words serve as keywords for the search process.

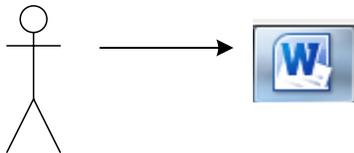
5.7.2. UC IL2:: Secretary of the Senate/Chief Clerk



Chief Clerk or Secretary (and designated staff) creates the short title for bills released in their respective chamber

LIS associates the terms in the short title with the bill itself.

These keywords serve as the basis for searches that are performed for the bill in the LIS system



Chief Clerk or Secretary (and designated staff) creates a manual index that lists committee names in reference to related bills

The paper index is integrated into the journal

UC IL1: Legislative Librarian: Narrative

Actors

Legislative Librarian

Precondition

Bills have been introduced to the floor of one of the chambers.

1. The Legislative Librarian selects the Indexing option from the LIS main menu.
2. LIS displays all recently introduced bills, with the label "Unindexed Legislation".
3. The Librarian selects a bill to index, highlights and clicks on it.

The Librarian enters self-selected keywords and affected title and chapter from bill itself, reflected in de.code. These words serve as keywords for the search process.

UC IS2: Senate Indexing, Short Title

Actors

Secretary of the Senate

Assistant Secretary of the Senate

1. The Secretary of the Senate and Assistant Secretary create the short title for Senate released bills.
 - a. Title is created with a broad audience in mind, with thought to the terms most people might employ when searching for that particular bill.
2. LIS associates the terms in the short with the bill itself

UC IS3: Senate Indexing, Journal**Actors**

Secretary of the Senate

Assistant Secretary of the Senate

Manual Process

1. The Secretary of the Senate and Assistant Secretary create a manual index that ties passed bills to state agencies in MS Word.
 - a. The indexing in this case is more formal – the idea is that the journals are created for more specialized audiences such as Legislators, Lobbyists, Agencies, etc.
2. The contents of this document are added to the back of the journal.

UC IH3: House Indexing, Short Title**Actors**

Chief Clerk of the House

1. The Chief Clerk creates the short title for House released bills.
 - a. Title is created with a broad audience in mind, with thought to the terms most people might employ when searching for that particular bill.
2. LIS associates the terms in the short with the bill itself

UC IH3: House Indexing, Journal**Actors**

Chief Clerk of the House

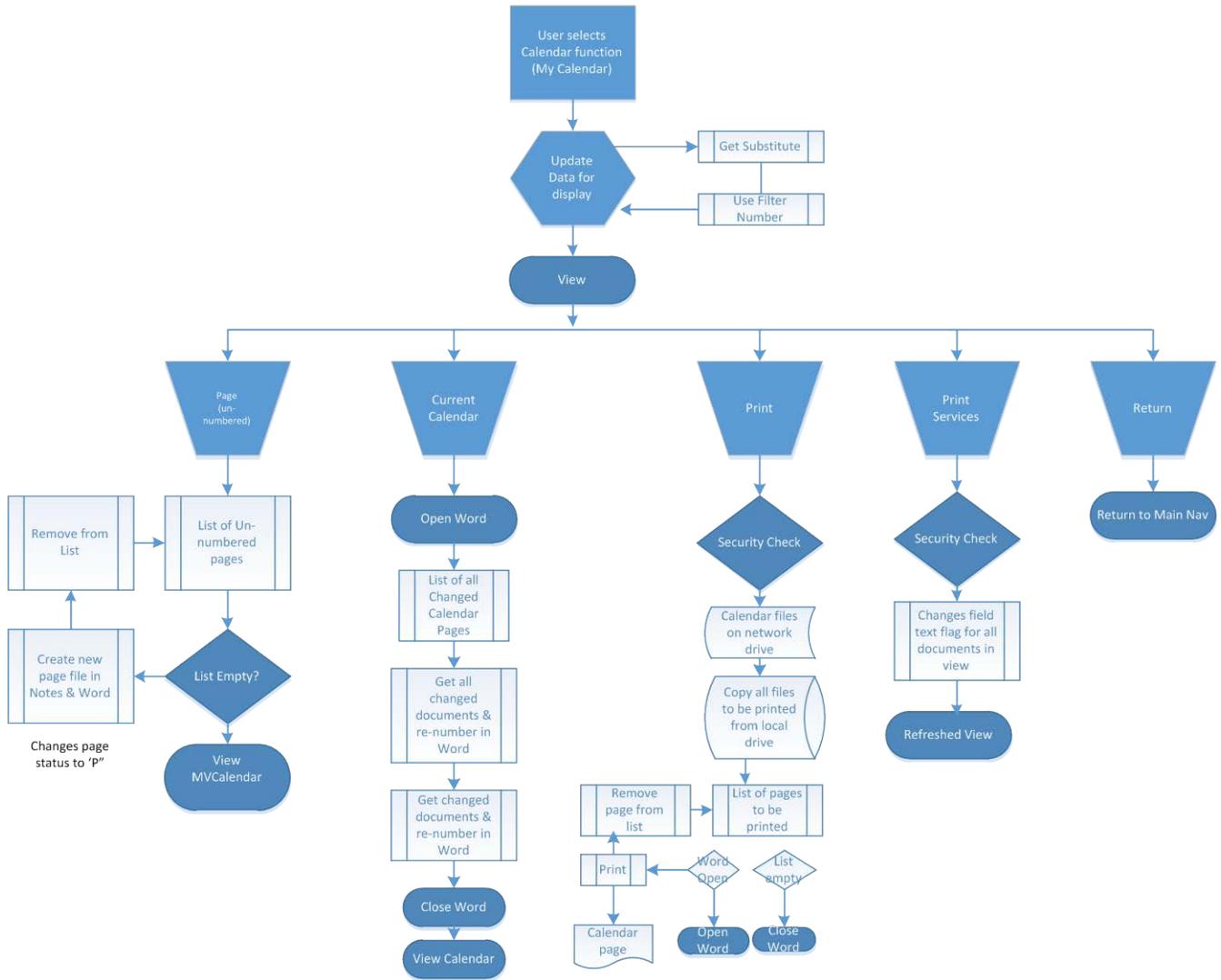
Journal Clerk

Manual Process

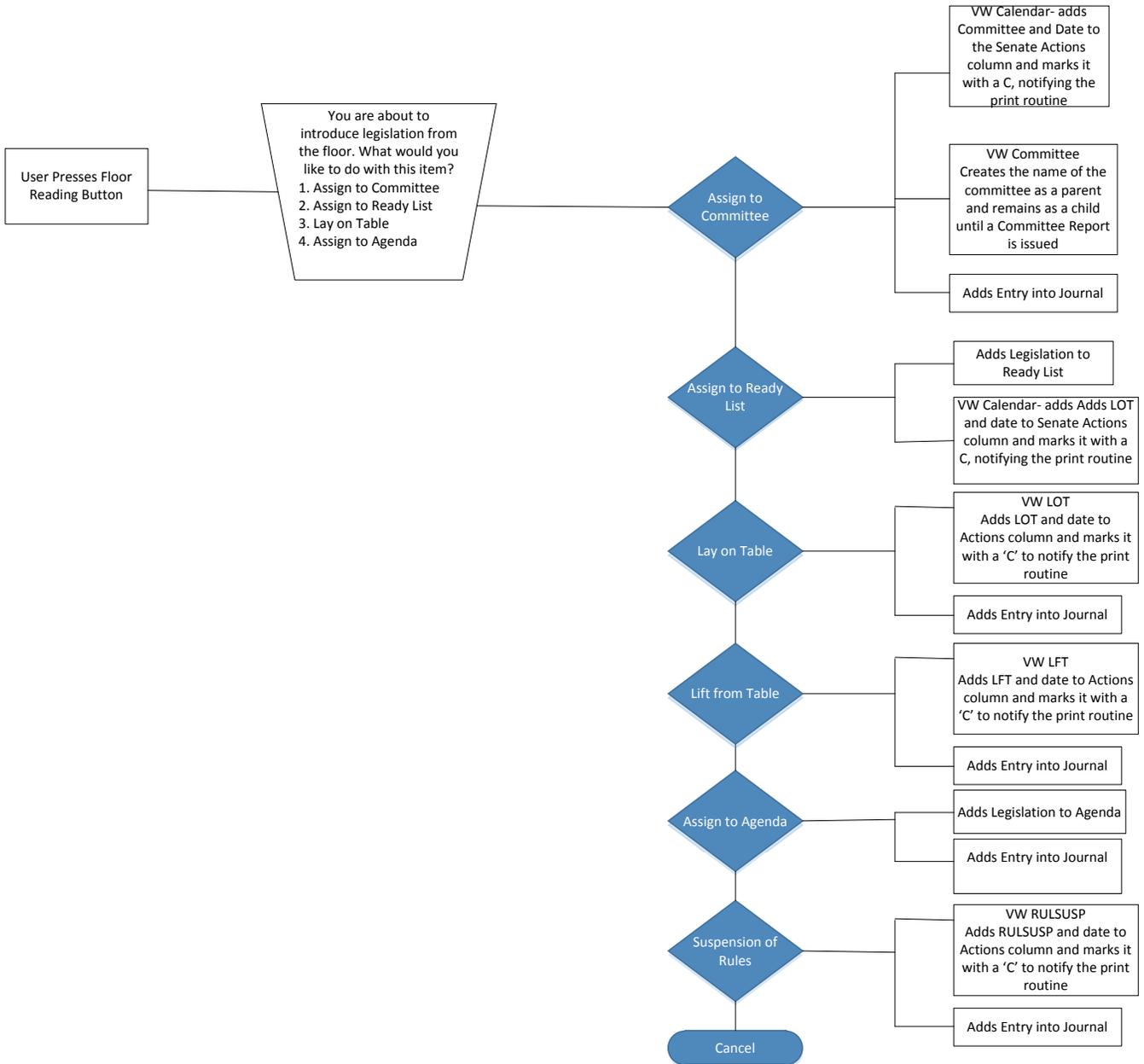
1. The Chief Clerk and the Journal Clerk create a manual index that ties passed bills to state agencies in MS Word.
 - a. The indexing in this case is more formal – the idea is that the journals are created for more specialized audiences such as Legislators, Lobbyists, Agencies, etc.
2. The contents of this document are added to the back of the journal.

5.8. Calendar Function

5.8.1. Calendar Function Overview



5.8.2. Calendar Function Detail

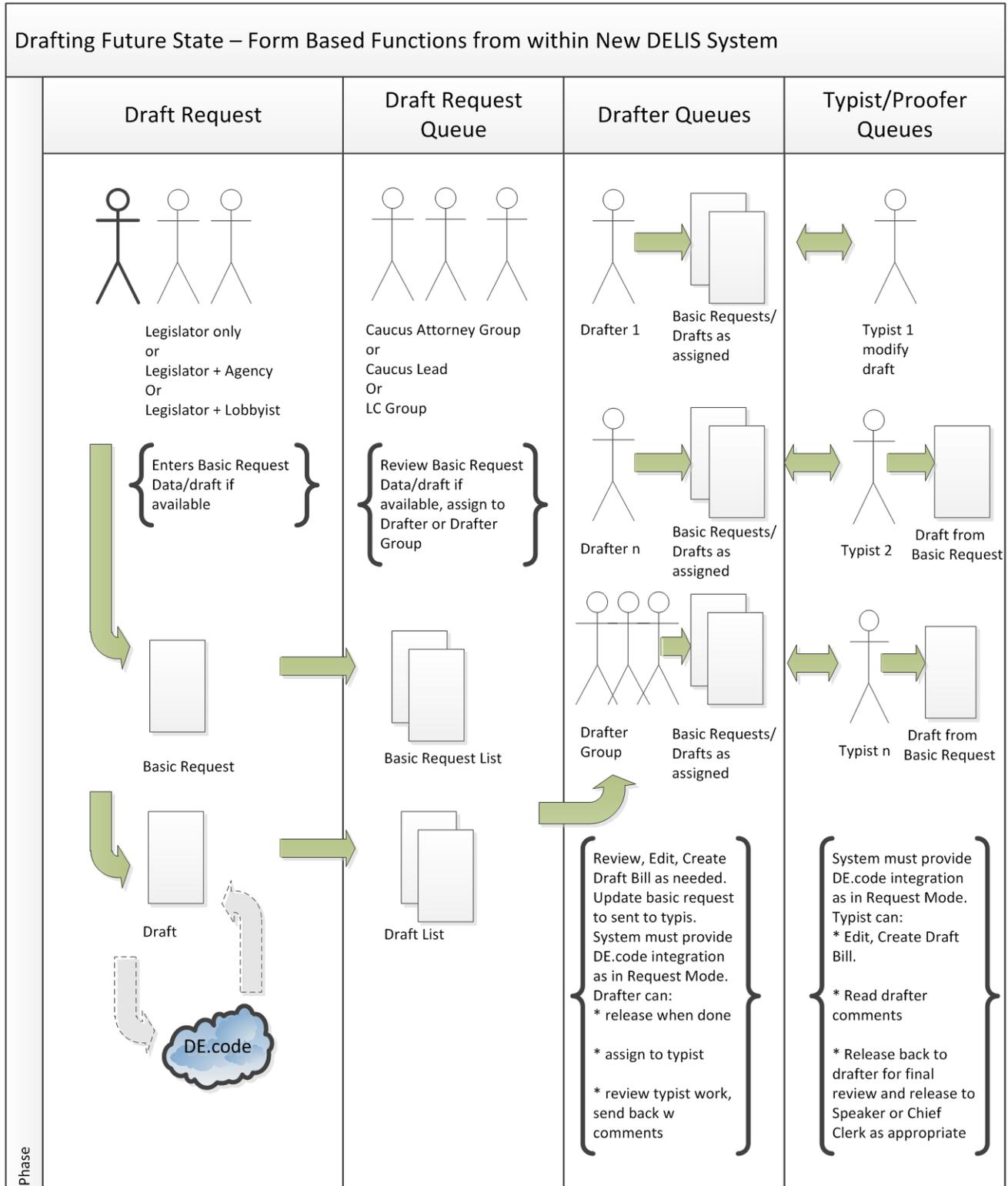


6. Desired Future State Enhancements

In general, the new system must provide more workflow and collaboration tools than the current system does. This includes queuing of documents, and enhanced review (with commenting), approval and reassignment capabilities.

6.1. Pre-Drafting, Drafting

At present, there is no system involvement with the legislative process until a typist begins to enter a bill draft into the system. For the future state, it would be preferable to institute a portal-based solution by which Legislators, Lobbyists, or Delaware State Agencies may initiate a bill "Pre-Draft" process. The chart below is a high-level presentation of how such a portal process might work.



1. The Draft Request process begins with a Legislator alone, a Legislator + a and Agency, or a Legislator + Lobbyist, or Legislator + Agency + Lobbyist.
2. In the new system, the Draft Request can be made one of two ways:

- a. A basic draft request, where the bare bones of the request are captured in a form
- b. A “Pre-draft” where a bill is submitted in the basic bill format used by the State of Delaware
- 3. Both kinds of requests, upon completion, would be visible in a “Draft Request Queue”. Each request would be re-assigned to the appropriate Caucus Attorney Group or other party for initial review and assignment to a drafter (attorney) or drafting group.
- 4. The drafter would then review, edit, and create a Draft Bill as needed. As appropriate, work items can be reassigned to a particular typist for proofing or other work.
- 5. When the typist has completed work on the draft, he or she will re-assign it to the drafter for final review and release to the Chief Clerk or Secretary of the Senate as appropriate.

6.2. Other Future State Queues

6.2.1. Secretary of the Senate + Pro Tem

The Secretary and President work very closely together on a number of issues relating to session agendas and other session business. At present much of this work is done via meetings and then recorded in the LIS system. A queuing system, with access shared by both parties, is desired in order to streamline and record these work efforts.

6.2.2. Chief Clerk + Speaker of the House

The Chief Clerk and Speaker work very closely together on a number of issues relating to session agendas and other session business. At present much of this work is done via meetings and then recorded in the LIS system. A queuing system, with access shared by both parties, is desired in order to streamline and record these work efforts.

6.2.3. Legislator Dashboard

In the new system, Legislators should have a default “view” where they can see:

- a. Committees they are assigned to
- b. Their role or roles
- c. The agenda of the day for their chamber
- d. Status of Legislation that they are initiating, sponsoring or co-sponsoring
- e. Co-sponsor requests

6.3. General Process Automation

Overall process flows in the Delaware Legislature are based largely on manual processes, which often include printing new document copies, obtaining manual approvals (which may be a simple verbal approval or a manual signature). While general decorum will be maintained, the underlying processes that lead to document records should be reviewed and automated solutions should be proposed for implementation as part of this project, or in a future case.

7. Project Documentation Requirements

Project Phase	Required Action	Required Documentation (Must be approved by client)
Design	Technical Design: the proposed technical design must be fully documented	Technical Design Document. This document must trace back to the Functional Specification Document provided to the vendor.
Development	Unit Testing: Developers are required to test functional units of code and document all outcomes.	Unit Test log; developer certification that log is true, accurate and complete.
Mid Development	Integration Testing: verifies the interfaces between the components specified in the technical design.	Executed integration test plan, documented proof that data flows through every interface and component of the system as required by the State of Delaware Legislative System
Late Development	User Acceptance Testing: typical	Executed UAT test plan. This plan must

	users of the system perform scripted tests	trace to the Technical Design Document and the Functional Design Document. Defects must be categorized by Severity (technical difficulty to resolve) and Priority (Business Need). Defect levels are High, Medium, and Low, as determined by the client. All defects (H, M, and L) must be resolved to the client's satisfaction before final payment is made to the vendor.
Post Development	Training: end users must be trained in the use of the new system including functions and features relevant to their particular role.	Complete training manual, modularized by roles and responsibilities. Ideally, the vendor will provide online tutorials as well for training.