



REQUEST FOR PROPOSAL

for

Software Application – Bill Production System

PROPOSAL DEADLINE:

May 26, 2017 (updated)

Maine State Legislature

Legislative Council

Office of Legislative Information Technology/ Office of the Executive Director

115 State House Station

Augusta, ME 04333-0115

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1. INTRODUCTION

The 128th Maine Legislature seeks proposals from qualified vendors to provide a MS Word based legislative bill production system to support the needs of the Office of the Revisor of Statutes (“ROS”) and other Legislative production offices. Proposals will include a plan to migrate data including, but not limited to, Maine laws from the current production system to the new system.

This document describes the scope of work and functional requirements for the new Bill Production system but is not intended to be an exhaustive list of requirements. A more complete compilation of requirements is meant to be obtained by the vendor at the requirements gathering stage.

The Maine Legislature consists of two separate houses: the Senate, which has 35 members and the House of Representatives, which has 151. The legislative term of office for members of both the Senate and the House is two years (a biennium). Each Legislator serves on a part-time basis. The Legislature’s bipartisan governing board is the Legislative Council. It is on the Legislative Council’s behalf that this Request for Proposal (RFP) has been drafted.

The software described herein supports the functions of Office of the Revisor of Statutes in the production of legislative instruments. Those functions include drafting, teching, proofreading, statute codification and publication of bills and electronic publication of the Laws of Maine and the statutes .

The Legislature’s information systems are administered on Windows based virtual servers with. The mission of the Office of Legislative Information Technology (“LIT”) provides technical and application support to all legislative offices. Support for legislative information systems is provided by a staff of 10 under the overall direction of the Director of the Office of Legislative Information Technology, appointed by the Legislative Council and reporting to the Executive Director of the Maine State Legislature. The staff is currently includes four software developers who are knowledgeable regarding the legislative process. This project anticipates that additional staff from ROS will be made available for temporary assignments throughout the development and deployment of the new bill production system.

Target Architecture for new systems is MS SQL, .Net and MS office based and must extend to products chosen for text storage and retrieval. Management of document files must reflect a consistent approach and allow customizable metadata collections. Within document files, maintenance of presentation (format) and content coding must be supported in a form that can be exposed to the edit, display and search tools.

A new Bill Production system must be designed with ease of maintenance and flexibility in mind. All source code will be provided to and will be the property of the Legislature.

2. SCOPE OF WORK AND SCHEDULE

SCOPE OF WORK

The vendor will be responsible for delivery of a fully documented and tested Bill Production system with interfaces that support ROS. This includes delivery of interim design products and program source code; the conversion of data and documents from the legacy platform; development of application testing plans and training plans associated with this effort, including providing training to staff from ROS and LIT; the warranty of all delivered products will be for a specified length of time.

SCHEDULE

A key criterion for selection of a vendor will be conformity with a delivery schedule that meets the needs and availability of legislative staff required for the project. An ideal schedule would support efforts to begin in July 2017 for scope and analysis, with the full programming effort to commence during the 4th quarter of 2017 towards testing, validation and implementation during spring of 2018 and ahead of the start of the 129th Legislature in early December 2018.

<u>Proposed Project & Business Process Sequence</u>	<u>Sequence</u>
Requirements gathering, planning and refinement	1 st Deliverable
Data Conversion and Validation	<u>2nd Deliverable</u>
Bill Production System Testing, Validation and Training	<u>3rd Deliverable</u>

BIDDERS CONFERENCE CALL

A bidders conference CALL will be scheduled for Friday May 5th. Time, location and phone number and/or remote URL will be provided to all interested parties during the last week of April 2017.

3. Definitions

LEAP - The Legislative Enterprise Application Platform (LEAP) consists of a SQL database and numerous application interfaces (AI) that provide and consume its data. LEAP contains all the metadata necessary about a bill draft to produce that bill.

Legislative Request (LR) – A bill request from a Legislator or other entity allowed to submit bill requests is called a Legislative Request and given an LR number, sequentially assigned by Legislature.

Legislative Request Item (LR Item or Item) – An item is a child record of an LR and constitutes metadata as well as the document or documents related to a bill request. An item can be an original, a new draft, an amendment or an engrosser.

Bill Drafting – Bill drafting involves the research, analysis and wordsmithing necessary to author the content of the bill. This process includes access to the Maine statutes and laws, legal opinions, other bills (either currently under consideration/drafting or from past sessions) and any other documentation that is germane. The act of authoring is currently done in MS Word in a free-form manner. This process is done by drafters within ROS, the Office of Policy and Legal Analysis (OPLA) and the Office of Fiscal and Program Review (OFPR). For the purposes of this document, the term “bill drafting” includes both original bills and amendments.

Bill Production – Bill production is the act of putting the bill draft into proper form and format in accordance with standards required by existing Maine law, statute and practice. This process is done by technicians ROS. For the purposes of this document, the term “bill production” includes both original bills and amendments.

Bill Drafter (Drafter) – Someone who develops the content of a bill through research and analysis. The output of a bill drafter is typically a Word document.

Bill Technician (Tech) – Someone who takes a resulting document from the drafter and adds structure and other components necessary to produce a bill that can be released to the rest of the Legislative process and eventually codified within Maine Revised Statutes, if necessary.

Currently, State Of Maine’s process is back loaded where all of the content must be inserted into the correct location within the editing environment via either copy and paste or typing. All text must be manually tagged and the tags are context sensitive.

4. Requirements of the New Bill Production Application

The following is a broad overview of the requirements of the new bill production system.

As stated in the introduction, this is not intended to be a complete list of requirements; the successful vendor will obtain a more comprehensive list at the requirements gathering stage. The new application will be a collection of tools that can be used by both the drafter and tech, possibly moving some or all of the content context processing into the bill drafting stage. In both instances, the user will have the ability to integrate all metadata about a bill necessary for proper production, e.g. bill title, emergency status, committee of reference, and workflow, currently stored in LEAP.

This application will allow the drafter to create and manage several document draft versions including the text of the draft along with any notes or other correspondence and documentation related to the version. The application will allow the drafter to compare versions using a side-by-side comparison utility and will allow the drafter to identify the “final” version and “lock” it to prevent future changes.

This application supports the production of all legislative instrument types. It will impose a structure of order and uniformity to the process of document creation and to the generation of product (legislation). It automates the process to a high degree but does not extend it; the bill production process is a well-defined set of steps, documented in a “Bill Production Manual.” Bill production must include the ability to create various document versions as in bill drafting with the same compare functionality and locking of final versions.

This application will allow a drafter or tech, while in the editing environment, to search for and retrieve amendable units of the Maine Revised Statutes, unallocated laws, other bills and amendments, other documents associated with the same bill, i.e., the amendment process, fiscal notes, appropriation and allocation section or text from the executive branch or agencies, and insert them into the bill document without losing contextual formatting. It will allow the user to create new statutory or unallocated law language when appropriate. The environment will allow the inclusion of tables, lists and pre-defined forms.

The highly structured nature of the bill production process will call for removing or easily by-passing some components normally found in a commercial editing environment. The user will be supported with macros or compiled code where appropriate, boilerplate/templates, text add-ins and other word processing related programming as much as possible while retaining the ability to deviate from those standards. Data and document text components of the legislative instrument have rigorous meta definitions and composition rules that must be enforced during production. Uniformity in naming and file conventions is expected; security of data and text is a paramount concern. Access to a shared and updateable dictionary is a must.

This application will guide the Tech through a logical progression of work associated with the document type. Validations (intelligent components) alert the Tech of any inconsistencies or potential conflicts (e.g. the statute section in question has been amended by public law already enacted in the session). The Tech will be able to keep track of statute section numbers affected by or created by the subject matter of the work in process. Potential conflicts can be detected and flagged. The application anticipates title and section references for individual draft items and updates them to the database once the draft document has been finalized. The application will expose impacted title and section citations to facilitate reporting and Statute update.

Document components (code, templates, boilerplate) must be re-used across document types, as applicable, to ensure consistency of product. Database data and document text are related (and might need to be updated synchronously) and parametric information must be collected using system standard forms and other presentation controls.

The application must be integrated with workflow as it exists in the LEAP database, initiating updates to LEAP as the Drafter or Tech commences and/or completes certain functions. Users must be able to transition between the document creation process and the document management process at will and wherever possible the management information should be collected automatically. The application will validate a document using the document's structure (its meta definition). For example, execution of code that introduces an emergency preamble should validate that a document of that type allows the inclusion of an emergency preamble and generate the text. Occasionally, some bills are so large that various sections of the bill may be worked on by different Techs at the same time with the parts married together later in the production process for output. This application will allow the Techs to produce these "parts" and provide a mechanism to track their progress and status.

Documents are subject to change; sometimes to the point where even the type of legislative instrument changes. There are well defined business rules governing these sorts of changes and the application must apply the validations for the new type and automate the process of replacing text components valid for the (newly specified) instrument. Bill section numbering and sorting is automated according to business rules and should be optional.

Statute update (codification) is not part of the daily bill drafting and production process; however it *is* an integral part of the overall bill production process. Once a bill has passed through the chamber and committee processes and is enacted, it becomes law. The Maine Revised Statutes should then reflect the new law or the changes to it made by the new law as current statute while the citation that was amended becomes superseded. Future effectives, conflicting enactments and contingencies must be allowed to co-exist.

Emergency legislation enacted into law will be included in the database as current law upon the effective date of the law. For other nonemergency legislation enacted into law, update to the currency of that law will not occur until the effective date of that legislation, but will be included in the database.

Consistent and correct output is of paramount importance. This application will allow for consistent, repeatable generation of output in various formats including, but not limited to MS Word, PDF and HTML. Output should be able to correctly accommodate line numbering.

The application must allow for the publication of the session laws and the updated Maine Revised Statutes and output in various formats (html, Word and pdf) to the Internet

Data migration will include the Maine Revised Statutes (MRS). Currently, the MRS are stored as well formed XML documents supported by a schema. State Of Maine anticipates conversion from existing XML will be necessary and converted statutes will be stored in such a way as to allow direct modification outside of the defined bill production process for non-substantive corrections. All histories (b,Q) will be stored in such a way as to allow searching for cumulative effect.

Areas of Work	
A	GENERAL
B	WORKFLOW

GENERAL		
1	A	Application will be extensible
2	A	Application will consume necessary metadata from LEAP
3	A	Application will update necessary metadata in LEAP

4	A	Application will allow the user to easily view necessary metadata without exiting
5	A	The type of bill draft will dictate what kind of instrument the Tech can create (Act, Resolve, etc...) but it should not limit it should that type need to be changed (e.g. Act → Resolve)
6	A	Markup (e.g. strike, underline, etc...) will be readily assignable and identifiable.
7	A	Documents will accommodate tables, lists and forms.
8	A	WYSIWYG input required with any tagging optionally obfuscated from user.
9	A	Bill document output will include line numbering.
10	A	Documents including Maine Revised Statutes will initiate proper history tracking.
11	A	Editing and output environments will NOT restrict size of documents.
12	A	Application will facilitate the production of the Laws of Maine publication.
13	A	Application will facilitate the codification and electronic publication of the Maine Revised Statutes.
14	A	Application will expose data necessary for reporting and other publication requirements.
15	A	Document will automatically include boilerplate language if metadata indicates (e.g. emergency preamble).
16	A	Application will allow the user to view, track and process line-item vetoes.

		WORKFLOW MANAGEMENT
1	B	Various actions within bill drafting and bill production will initiate workflow milestone updates to LEAP where and when appropriate.
2	B	Application will present current milestone status.
3	B	System will capture "tracking" information automatically whenever possible, e.g. custody, revision history, work history, etc...
4	B	Security, for a document, utilizes check out (one write / many reads)
5	B	Application will create information about each milestone, each transition event when a task or document moves from one definable step of the process to the next definable step of the process.

5. TECHNICAL REQUIREMENTS

During development of the response to this RFP, the vendor is expected to adopt the technical direction the Legislative Information Technology office has described in the *Target Architecture* section, below..

5.1 TARGET ARCHITECTURE

The target architecture for new systems is MS SQL, .Net, C#, MS Office based and must extend to products chosen for text storage and retrieval.

5.2 SYSTEM OBJECTIVES

Programming and Development.

A key philosophy of the project is that LIT staff will become thoroughly familiar with the software and be able to both maintain and build new functionality going forward after project completion. Details of LIT staff involvement will need to be worked out but the level of involvement the vendor should expect includes technical review & approval of database design, document design, program specifications and source code walkthrough. A local project manager as well as developers from the LIT Office will be dedicated to the project and can provide programming assistance in areas that make sense and are agreeable using a collaborative approach.

Source Code

All computer program source code shall be delivered to the Office of Legislative Information Technology This will include compile/load scripts, documentation, training, etc. A key philosophy of the project is that computer programs will be developed as re-usable code modules that Information Services staff will use to maintain delivered software and use to develop new software products for the exclusive use of the Maine State Legislature and its institutional partners.

Role Based Access and Security

Any risk of unauthorized access or alteration of data or document text will severely compromise the usefulness of a computer system in the legislative environment. Role based access and security is a primary requirement for all systems and has been described as based on database views, with some accommodation for evaluation of data values, represented as flags and other codes, that track workflow and release.

Data Conversion (From Current Drafting, Bill Production System)

All conversion deliverables are subject to the same "Target Architecture" guidelines and constraints as new systems. Legacy statute document libraries must be converted to new system format as a deliverable of this project. Specifics for analysis and planning for the migration will be clarified during vendor conference calls. Note : All statutes are in XML files and supported by a schema that describes them. Statutes can be found for review using following link. <http://www.legislature.maine.gov/legis/statutes/>

Software Warranty and Maintenance

The Legislative Council will require a warranty clause that states the delivered product be free of defects for a specified length of time. The vendor will make required changes to remove defects for the warranty period at no charge.

Information Services personnel shall be trained in all aspects of maintenance of the delivered applications.

6. PROJECT COMPONENTS

Planning and Approval

The vendor will provide a schedule of all work to be performed in this project. It should include a formal project plan or similar with work breakdown structure and resource assignments, task time and duration with project milestones, and task dependencies for all project deliverables. The plan must include quality review checkpoints, milestones for presentations to the Legislative management project oversight team for review and approval, and change management budget.

The vendor will develop a formal process for evaluation and incorporation of user requested changes. The Office of Legislative Information Technology must first authorize the vendor to evaluate the impact of change. Technical changes that the vendor recommends after contract award are not candidates for this change incorporation process.

Formal Quality Review sessions are required; whereby vendor proposals are reviewed for technical and management approval. The vendor will submit technical designs for review and approval by Office of Legislative Information Technology staff. This will include database design, text management design and data/document access design, user interface layouts (screens and reports), migration plan, etc. The vendor's delivery schedule will include appropriate time to conduct all review and approval activities.

Programmers and System Analysts from the Office of Legislative Information Technology assigned to the project will assist with interfaces to core databases and provide guidance as questions arise regarding legislative process and workflows. Their dedication to the project and inclusion as resources in the project plan and timeline will be determined as the project commences.

Test and training plans must be confirmed and validated by the Director, Office of Legislative Information Technology.

Progress Reporting

The vendor must submit written progress reports bi-weekly which track progress of the work and identify any problems and issues, which may affect the quality, the project schedule, or the project budget. The reports should reflect cost to date and estimate to complete. The final format for these reports will be determined as part of the contract negotiation process.

The vendor must also be available to participate in progress meetings (remotely or in-person) with the project oversight team for the purpose of reviewing the work in progress and raising issues of policy and procedure that may emerge in the course of the work.

The vendor must be available for informational meetings and presentations on a regular basis.

Other Project Management Principles

The vendor will agree to conform to all systems architecture standards set by the Office of Legislative Information Technology.

Terms and Conditions

Examples of the terms and conditions that will be reflected in the final contract wording follow. Vendors are advised to evaluate the impact of these terms and conditions and reply with alternative language if they find any unacceptable.

Fixed Price

The proposal the vendor prepares will represent a firm fixed price.

Duration of Offer

The proposal the vendor prepares shall include prices that are valid for a period of 120 days after the final submittal deadline date.

Required Deliverables

In general, it is the expectation of the Maine State Legislative Council, as represented by the Office of Legislative Information Technology, that this request will attract proposals that describe a complete Bill Production System which will interface to the legislature's MS SQL based (LEAP) core database and include a full migration process for existing bill information to the new platform.

Project documentation deliverables will include interim design/development products (diagrams, specifications) and full documentation (system guide, user guide, training manuals, test plans, internally commented code). A formal acceptance test (that reflects a user perspective of the system) and system test (that reflects a technical perspective of the system) will precede formal approval of vendor deliverables.

Testing is incremental yet represented as an entire phase of this project due to its importance. All deliverables must be unit tested during construction by the vendor using a formal plan with anticipated results and actual results recorded. Module integration testing should stress the technical aspects of the delivered solution (integration, interfaces, loads, capacity, and throughput, etc.). A formal system test of all applications and interfaces ends the technical acceptance. Next, users will test the delivered integrated system using business criteria organized as a formal acceptance test plan. For phased delivered schemes, these testing requirements should be conducted for all delivery packages.

Application training involves the training of end users, with technical training for maintenance/operational aspects for LIT staff. The vendor and project team members from ROS and Office of Legislative Information Technology will work together to develop a training environment (database & scenarios), class material for the formal training, explain the use of the User Guide (and for maintenance/operations staff, the System Guide). For maintenance/operations staff, training must be sufficiently complete through to allow full maintenance of delivered applications and the LIT's staff's unrestricted re-use of delivered code modules.

Confidentiality

The vendor agrees that information collected from the Legislature is proprietary.

Hiring each other's employees

The vendor and the Legislative Council agree that each will not offer, hire, or contract with an employee of the other during the period of performance of this contract and for a period of 2 years after termination of the contract.

This section of the RFP provides the Terms and Conditions associated with this procurement. The formal contract to be entered into with the successful bidder (hereinafter the "Contractor") shall contain, at a minimum, the terms and conditions set forth in this section.

The term "Contract" as used here is defined as the legal agreement between the Maine State Legislature, Legislative Council and the successful bidder written as a result of this RFP.

Withholding

The bidder shall include an affirmative statement in the proposal agreeing to a withholding of ten percent (10%) of the total contract amount. Withholding will be made on each payment to the selected vendor.

Should this contract be terminated for any reason related to the vendor's failure to perform their duties to the satisfaction of the Legislature, this withholding shall revert to the Legislature as liquidated damages as well as in addition to the other penalties and/or damages.

Liquidated Damages

The Legislature and the Contractor agree that in the event of a failure to meet the standards defined below within the time set forth in the approved Project Work Plan, damage shall be sustained by the Legislature and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Legislature will sustain by reason of such failure. It is agreed by the parties that the Project Work Plan will establish the baseline schedule for measuring Contractor performance. It is therefore agreed that the Legislature may require the Contractor to pay liquidated damages for such failures according to the following paragraph.

Written notification of failure to meet a timeliness, performance standard, documentation or deliverable may be given by The Legislative Council or its designee to the Contractor. The Contractor shall have five workdays or other mutually agreed period from the date of receipt of written notification of a failure to correct the failure set forth in the written notification. If the failure is not resolved within this period, liquidated damages **may** be imposed retroactively to the date of expected delivery. The Legislature at its option may begin default proceedings at any point during the period.

Changes in Scope and contract amendments

The Legislature may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of The Legislative Council or its designee. Moreover, no modification or change of any provisions in the Contract shall be made, or be construed to have been made, unless the Contractor and the Legislature mutually agree such modification to in writing. The Contract modification will be incorporated as a written amendment to the Contract. This section establishes the only procedures by which the Contractor may obtain any compensation or reimbursement in excess of the amounts specifically provided for elsewhere in the Contract for any services rendered or property delivered or expense incurred in the performance of the Contract.

The Legislature may request modifications not required by any provision of the Contract. The Legislature shall make any such request in writing signed by The Legislative Council or its designee and labeled as "Change Order".

The Contractor shall promptly, and in no event more than five (5) workdays after receipt of such Change Order, furnish to The Legislative Council or its designee a written statement stating whether the change has a price or schedule impact. If there is a price or schedule impact, the statement shall include a description of the estimated price increase or decrease involved in implementing the change and any impact on the schedule. Any statement of price increase shall be accompanied by substantiation sufficient to document the estimated increase.

The parties shall then negotiate and attempt in good faith to agree upon a plan and schedule for implementation of the Change Order, and the time, manner, and amount of payment or price increase or decrease or change to schedule.

If the parties are unable to reach an agreement, The Legislative Council or its designee may make a determination of the revised price or schedule, and, upon written instruction from The Legislative Council or its designee, the Contractor shall proceed forthwith to implement the Change Order, subject to the Contractor's right to appeal the Project Manager's determination of the price or schedule. In the event The Legislative Council or its designee fails to make a price or schedule determination and instruct the Contractor in writing, the Contractor shall not be obligated to implement the Change Order. The Contractor shall not be entitled to any compensation or other consideration for implementing a Change Order for which The Legislative Council or its designee has not made a determination of the revised price or schedule.

If in the sole judgment of The Legislative Council or its designee, the modification in a Change Order is within the general scope of the contract or is otherwise necessary to achieve compliance with Maine or federal law or regulation, he or she may so inform the Contractor in which event, the Contractor shall proceed forthwith to implement the Change Order without initial resort or recourse to the provisions of this contract. The procedures established above, as appropriate, shall be followed as soon as practicable after the Contractor has begun implementation of the Change Order.

If the Contractor considers that an Event constitutes a Change Order, but is not plainly identified as such, the Contractor shall so advise The Legislative Council or its designee in writing no later than three (3) workdays from its identification or discovery of such Event and shall request his or her written confirmation thereof.

If the Contractor complies with any order, direction, interpretation or determination, written or oral, from someone other than The Legislative Council or its designee without providing the notice in the manner and within the time specified, the Legislature shall not be liable for any increased price, delay in performance or contract non-conformance by the Contractor.

The Legislative Council or its designee shall respond in writing within five (5) workdays of receipt of the Contractor's notice as required above, either to countermand the action or communication regarded as an Event; to deny that the Event constitutes a Change Order; to confirm that the Event is a Change Order; or if the information in the Contractor's notice is inadequate to permit a decision to be made, advise the Contractor as to what additional information is required and establish the date by which said information should be furnished.

Timeliness Of Project

Requirement: The Legislature intends to accomplish this project within the time frames outlined in the RFP, proposed by the Contractor and contained in the approved Updated Project Work Plan. The Contractor shall finalize and submit the Updated Project Work Plan to The Legislative Council or its designee for approval within 14 days of Contract signing. The Contractor shall also be required to submit an updated project work plan to the Legislative Director on request by the Legislative Council or its designee. If, for any reason, the Contractor is delayed in meeting the approved schedule by gross neglect of the Legislature or by any cause not due to the Contractor's fault or negligence, then the contract schedule may be extended by change order for such reasonable time as the Legislature may determine. Any claim for extension of time shall be made in writing to The Legislative Council or its designee not more than five days after the Contractor reasonably should have become aware of the delay; otherwise, it shall be waived.

If the delays in meeting the approved schedule are caused by the fault or negligence of the Contractor, then the Legislature may assess damages as prescribed pursuant to this Subsection.

Failure To Perform

In the event Contractor has failed to perform any substantial obligation under this agreement, the Legislature may withhold all monies due and payable to Contractor, without penalty, until such failure is cured or otherwise adjudicated.

Contractor Personnel

The Legislature believes that the Contractor must commit dedicated, knowledgeable, highly skilled personnel to the Legislature to perform the contracted services. For individuals to be assigned to the project, the RFP should include information regarding each programmer, analyst's recent experience including detail to each's knowledge of legislative processes and workflows.

The Legislature shall retain the right to reject any of the Contractor's and/or Subcontractor's employees whose qualifications, in the Legislature's judgment, do not meet the standards established by the Legislature as necessary for the performance of the services. In considering the Contractor's employee's qualifications, the Legislature will act reasonably and in good faith.

During the course of the Contract, the Legislature reserves the right to require the Contractor to reassign or otherwise remove from the project any Contractor or Subcontractor employees found unacceptable by the Legislature.

Prime Contractor Responsibility

The Contractor is solely responsible for the fulfillment of the Contract with the Legislature.

The Contractor will assume responsibility for all services offered whether or not the Contractor is the provider of said services. The Legislature will consider the selected Contractor to be the sole point of contact with regard to all contractual matters, including billing, invoicing, delivery of services and/or deliverables, and completion of tasks. Bills and invoices for services shall be issued by and be payable to the Contractor. The Contractor will be responsible for the entire Contract performance whether or not Subcontractors are used.

Subcontracts

Unless provided for in the Contract, the Contractor shall make no contract with any other party for furnishing any of the work or services herein contracted for without the consent, guidance, and approval of the Legislature. Any subcontract hereunder entered into, subsequent to the execution of the Contract with the Contractor, must be approved by the Legislature. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and personnel assigned for services thereunder.

All references in the RFP to the Contractor should be construed to encompass both the Contractor and the Subcontractor(s).

All subcontract agreements must contain the following requirements:

all subcontracts shall be in writing and shall contain provisions which are consistent with the provisions of this Contract, except as permitted in writing by The Legislative Council or its designee; and

all subcontracting agreements must be signed and delivered to The Legislative Council or its designee within five working days following the Contract award date.

The Contractor shall give the Legislature immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract. The requirement of prior approval of any subcontract under this Contract shall not make the Legislature a party to any subcontract or create any right, claim or interest in the subcontractor or proposed subcontractor against the Legislature. The Contractor agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Legislature against any claim, loss, damage, or liability against the Legislature based upon the prior approval requirements of this Subsection. No subcontract or delegation shall relieve or discharge the Contractor from any obligations or liability under this Contract.

Warranty

The Contractor will be responsible for a minimum one year warranty period beginning the day after the Contract terminates. The Contractor will be required to expressly warrant services and/or deliverables as being functionally operable, correct and compliant with the terms of this Contract. Any work performed under this Contract during the warranty period will be done at no additional cost to the Legislature.

Contractor responsibility with respect to warranty shall be to correct deficiencies in any deliverables in a timely basis as defined by the Legislature and replace incorrect or defective deliverables within one week of notification by the Legislature of such deficiencies, or such longer period as may be necessary using all diligence and dispatch as agreed between the Contractor and the Legislature. If the Contractor fails to repair a deficiency or defect within the warranty period, the Legislature may, at its option, act to repair, and the Contractor shall be required to reimburse the Legislature for all costs incurred. Use of a subcontractor during the Contract period does not release the Contractor of any responsibility with regard to this Warranty.

Insurance

On or before beginning performance under the Contract, the Contractor shall obtain from an insurance company duly authorized to do business in Maine.

7. PROPOSAL REQUIREMENTS

INSTRUCTIONS FOR RESPONSE BY VENDORS

Individuals and firms interested in submitting a proposal should direct all questions relative to this Request for Proposal to Kevin Dieterich, Director of Legislative Information Technology.

Questions received during the period prior to this deadline will be answered and provided in writing to all who have interest and plan to submit a proposal for this RFP. A vendor conference will be scheduled and held during mid-May. Vendors who wish to attend should contact Kevin Dieterich.

Telephone: 207-287-1625

Fax : 207-287-2557

Email address: kevin.dieterich@legislature.maine.gov

Sealed packages containing (3) copies of the proposal must be delivered on or before May 12th, 2017, and addressed as follows:

Bill Production Project
Executive Director,
Maine State Legislature
115 State House Station
Augusta, ME 04333-0115

Proposals will be made available for inspection at the time and place specified above. Proposals received after this date and time will not be considered for contract award and will be returned.

Issuance of this RFP in no way constitutes a commitment by the Maine Legislative Council to award a contract or to pay any costs incurred in the preparation of a response to this request or to procure a contract for services or supplies. The Legislative Council reserves the right to reject any and all proposals and to negotiate with all qualified sources. The Legislative Council reserves the right to request "best and final" offers from prospective vendors.

ORGANIZATION OF THE RESPONSE

This RFP intends to solicit proposals that **could** describe:

- a commercially available package that supports the entire system -or-
- commercially available packages that are integrated to support the whole -or-
- an integration by a vendor of commercial packages and/or custom built applications.

All proposals must describe the vendor's approach for delivery of a complete solution; the vendor is responsible for all applications (purchased, developed, or converted).

Vendors will be expected to demonstrate their financial stability over the last two years (e.g. provide a financial statement or a credit report).

All proposals must include a **Technical Proposal** narrative and a **Cost Proposal** narrative with sufficient detail to allow full review of the proposal.

The **Technical Proposal** must include the following:

1. The delivery schedule for all applications.

2. A concise statement of the vendor's understanding of the scope and objectives of the work to be performed in this project. Include a description of the methodology the vendor proposes to accomplish the work.
3. Information regarding the vendor's background and experience in providing services of similar scope, including experience in collaborative systems development with other clients and any work for other state legislatures. Vendors must include references for (2) prior clients and references for work performed for other state legislatures, if available. Comparable information must be provided for any subcontractors (if to be used).
4. Resumes of the staff to be assigned to the project, which define the individuals' position in the firm, total years with the firm, description of prior work assignments, and relevant legislative process and workflows knowledge. For work performed on-site, indicate which project members, for how long, and the extent of their participation. Comparable information must be provided for any subcontractors (if used).
5. Describe the warranty offered with the delivered software and the vendor's obligation to provide maintenance upgrades.
6. For commercial software products include information about software platforms supported, design architecture (APIs, multi-tier architecture, etc.), and product's technical direction.
7. For adaptation of commercial software products, describe the nature and extent of the customizing that is proposed with time estimates to perform each component.
8. For all third party software, vendor customer support procedures (telephone, email, web and on-site customer support), and product warranty and maintenance agreements that are available.
9. For all custom built software, describe all technical deliverables (should reflect what this RFP describes).
10. A proposed training plan.
11. System and end-user documentation as well as On-line Help features should be described.
12. A description of plans for overall project management and for supervision of project staff.
13. A statement of any reservations about the proposed project, with an explanation.

The **Cost Proposal** should include the following narrative and detail:

1. A description of all assumptions underlying the cost proposal.
2. Cost quotation is firm and fixed and shall be itemized.
3. Include fee for change estimating.
4. Include change budget and plan for planning, implementing, and tracking user requested change.
5. If the vendor proposes to enter into a sub contractual arrangement for any portion of this project, the specific tasks to be performed by the subcontractor and the costs associated with that work must be included.
6. For third party software (DBMS, OS, etc.) include as cost if it is not currently supported by the Office of Legislative Information Technology. Include costs for any new development language(s), recommended database system, recommended document management system, etc.
7. Cost quotation should include any hardware for any hardware platform(s) not currently supported by the Office of Legislative Information Technology. For turnkey commercial software products include information about operating systems supported, scalability, client desktop OS supported. Also include information about desktop and server performance considerations along with any server sizing recommendations.

8. All labor costs should be included either as line items or, if incorporated in the cost of the application, noted as such.
9. Fees should include pricing method (e.g. for concurrent vs. named user licenses). Technical support & maintenance fees should include pricing for support and how it is based (fixed cost, per use, etc.). Include costs to maintain third party software if it is not currently supported by the Office of Legislative Information Technology.

ITEMIZED PRICE QUOTATION

Bill Production Application - Including Analysis, Development, Deployment and Conversion Of Existing Statute Data To New System Format..... \$ _____

Evaluation Criteria For Review Of Proposals

	Maximum Points
Technical approach <i>(as measured by)</i>	40%
Compliance with target architecture	
Compliance with functional requirements	
Features of the proposed products and tools	
Proposal for data conversion and integration	
Capability and ease for which LIT staff can maintain the delivered system going forward	
Delivery Schedule <i>(as measured by)</i>	20%
Level of support system can provide to 128th Legislature	
Proposal for installation, training, and warranty	
Experience of the firm and the project team <i>(as measured by)</i>	20%
Demonstrated understanding of legislative processes and workflows by assigned staff	
Qualifications and experience of key personnel	
Demonstrated ability to deliver projects on schedule	
Financial and operational stability of the firm performing the work	
Total installed cost	20%

Appendices

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Appendix A: Purpose of the RFP

This Request for Proposal (RFP) provides vendors with the information necessary to respond with a proposal and bid for a new Bill Production System that will fulfill stated requirements at the Maine State Legislature.

This RFP is intended to allow vendors to respond with accurate proposals and bids which address both software and related service alternatives with estimated time lines and price ranges, to deliver the Bill Production System consistent with the requirements described in this RFP.

If a vendor bids on this RFP, the proposal should include a detailed description of software offerings and related service alternatives, with pricing to deliver the identified components of the Bill Production System consistent with the requirements described in this RFP.

All responses to the RFP must include all sections below completed. Word version available upon request.

Appendix B: Functional Requirements Questionnaire

Response Column Definitions:

- Yes** The vendor solution fully supports this requirement
- Partially** The vendor solution partially supports this requirement. Provide comments to clarify what is supported (see Comments).
- Future** The functionality is planned as a future enhancement. Provide the scheduled date for availability in the comments column.
- No** The vendor solution does not support this requirement
- Comments** The vendor may provide clarification using this column.

In the Yes, Partially, Future columns the vendor must respond with one of the following codes:

- 'O'** Indicates that the function is currently available "out of the box"
- 'C'** Indicates that some configuration is necessary
- 'P'** Indicates that the function is available through a partnership with another vendor. Provide partner name and details in comments.

Areas of Work : A=General, B=Workflow

#	Area	Application Functionality 'Must Haves'	Yes	Partially	Future	No	Comments
1	A	Application will be extensible					
2	A	Application will consume necessary metadata from LEAP					
3	A	Application will update necessary metadata in LEAP					
4	A	Application will allow the user to easily view necessary metadata without exiting					
5	A	The type of bill draft will dictate what kind of instrument the Tech can create (Act, Resolve, etc.. but it should not limit it should that type need to be changed (e.g. Act → Resolve)					
6	A	Markup (e.g. strike, underline, etc...) will be readily assignable and identifiable.					
7	A	Documents will accommodate tables, lists and					

		forms.					
8	A	WYSIWYG input required with any tagging optionally obfuscated from user.					
9	A	Bill document output will include line numbering.					
10	A	Documents including Maine Revised Statutes will initiate proper history tracking.					
11	A	Editing and output environments will NOT restrict size of documents.					
12	A	Application will facilitate the production of the Laws of Maine publication.					
13	A	Application will facilitate the codification and electronic publication of the Maine Revised Statutes					
14	A	Application will expose data necessary for reporting and other publication requirements.					
15	A	Document will automatically include boilerplate language if metadata indicates (e.g. emergency preamble).					
16	A	Application will allow the user to view, track and process line-item vetoes.					

#	Area	Application Functionality 'Must Haves'	Yes	Partially	Future	No	Comments
1	B	Various actions within bill drafting and bill production will initiate workflow milestone updates to LEAP where and when appropriate.					
2	B	Application will present current milestone status.					
3	B	System will capture "tracking" information automatically whenever possible, e.g. custody, revision history, work history, etc...					
4	B	Security, for a document, utilizes check out (one write / many reads)					
5	B	Application will create information about each milestone, each transition event when a task or document moves from one definable step of the process to the next definable step of the process.					

Appendix C: Technical Requirements Questionnaire

Target Architecture

- 1) Please list all hardware, operating system and other required and supported by your product.
- 2) Describe the overall architecture of the proposed system and on what tier the major processing functions occur. Please include diagrams or charts to depict the architecture and processing functions as well as a list of all modules that the product requires in order to operate the various components of your system.
- 3) Are any other third party products required to run the proposed software? If so, please indicate which products are required and describe the requirements associated with these products including version numbers.
- 4) Describe how proposed system handles 'Role Based Security' requirement for handling displaying of certain fields (or not) or not on screens, how system will allow access to documents (or not) from inception through to publication, how system will allow either modification or view-only access to documents that are in process and/or being worked on by those up or downstream of user.
- 5) Data Conversion : Describe plan to convert existing statute documents from current drafting/bill production system to new system file format based.

Appendix D: Data Requirements Questionnaire

Instructions for Response Columns:

Response Column Definitions:

- Yes** The vendor solution fully supports this requirement
- Partially** The vendor solution partially supports this requirement. Provide comments to clarify what is supported (see Comments).
- Future** The functionality is planned as a future enhancement. Provide the scheduled date for availability in the comments column.
- No** The vendor solution does not support this requirement
- Comments** The vendor may provide clarification using this column.

In the Yes, Partially, Future columns the vendor must respond with one of the following codes:

- 'O'** Indicates that the function is currently available “out of the box”
- 'C'** Indicates that some configuration is necessary
- 'P'** Indicates that the function is available through a partnership with another vendor. Provide partner name and details in comments.

ID #	The application must . . .	Yes	Partially	Future	No	Comments
D.1.1	Support international names with special characters.					
D.1.2	Support the identification of required data elements.					
D.1.3	Support case sensitivity.					
D.1.4	Support definition of valid values for data elements.					

Appendix E: Confidentiality Statement

As an authorized representative or corporate officer of the company named below, I warrant my company and its successors, assigns, trustees, directors, officers, employees and agents will not disclose any documents, diagrams, information, and information storage media made available to us by the Maine State Legislature for the purposes of responding to this RFP or in conjunction with any contract arising therefrom. I warrant that only those successors, assigns, trustees, directors, officers, employees and agents who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided to us by the Maine State Legislature will be returned promptly after use, and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials a letter attesting to the complete return of the materials, and document the destruction of any copies of derivations. Failure to comply will subject this company to liability, both criminal and civil, including all damages to the Legislature and third parties. I authorize the Maine State Legislature to inspect and verify the above.

(Signature of Representative)

(Typed name of Representative)

(Typed name of Company)

(Date)

Appendix F: Vendor Questionnaire

Corporate Profile	Response
1. What is the full legal name of your company?	
2. If you are a subsidiary, what is the full legal name of your parent company?	
3. What is the ownership structure of your company?	
4. Who are any major investors and stakeholders in your company?	
5. What is the location of your corporate headquarters?	
6. What are your major locations in the U.S.? Internationally?	
7. How many full-time employees do you have currently?	
8. In what year was your company founded in its current form?	
9. If your company has history pre-dating its current form, please describe that history along with relevant dates.	
10. What were your company's annual revenues in 2014, 2015 and 2016?	
11. What was your company's net profit (loss) in 2014, 2015 and 2016?	
Company Management Team	
12. What are the names of your company's major officers?	
13. If there are any special biographical details you would like to provide on officers and management team members (industry accomplishments, relationships, etc.), please do so.	
Clients	
14. Please identify your top 2-3 U.S. clients or legislatures who use your bill production or drafting system software. Please identify the clients directly by name or indirectly through description.	
Partnerships	
15. Do you have any partnerships with other technology companies that you believe might be of particular interest to the Legislature ?	
16. If so, please identify and explain these technology partnerships.	
17. Do you have any partnerships with non-	

technology companies (service providers, content providers, BPO services firms, etc.) that you believe might be of interest to the Legislature ?	
18. If so, please identify and explain these non-technology partnerships.	
Competitors	
19. Please identify who you would consider to be your main competitor(s) in this product area.	
Products	
20. Please identify and describe your company's major components within its Bill Production system.	
21. Please identify and describe the institutions (customer councils, user groups, etc.) and processes (customer suggestions, feature evaluation) you have for evaluating and incorporating user feedback into the development of your products.	
References	
22. Please provide the names, phone numbers, e-mail addresses and street addresses of three (2) references who can speak to their experience with your company's drafting or bill production product(s).	