**REQUEST FOR PROPOSALS**

**For the Establishment**

*of a*

**Qualified Vendor Pool**

*for*

**Agile Development Services**

# **⁂**

**Solicited to:**

Respondents to General RFP No. 3850

**Issued by:**

Child Protection Services (CPS)

(Address)

**1.0 INSTRUCTIONS to POTENTIAL VENDORS**

**1.1 Request for Proposal**

Subject to acceptance by CPS, the Vendor acknowledges that by submitting a proposal and signing in the space indicated below, the Vendor is contractually obligated to comply with all terms and conditions contained in this Request for Proposal (RFP), including the Standard Contract in Exhibit A. This acknowledgement also contractually obligates any and all subcontractors that may be proposed.

**Per S. B. No. 2179, Department of Child Protection Services (CPS) of the state of Mississippi has been exempted from Sections 25-9-120, 25-9-127, 25-53-1, and 25-53-5 of the Mississippi Code of 1972 for a period of three years beginning July 1, 2016.**

To that end, CPS intends to obtain access to agile development services to satisfy its needs in a streamlined, simplified administrative process while ensuring adequate competition. Through this action, CPS shall establish a pool of qualified vendors able to render services at the necessary levels of performance.

CPS intends to establish approximately 10 contract awards. The total set of labor categories which potential vendors must satisfy to be considered for an award under this pool are:

* Category 1 - Agile Coach
* Category 2 - Product Manager
* Category 3 - Delivery Manager
* Category 4 - Business Analyst
* Category 5 - Technical Architect
* Category 6 - Security Engineer
* Category 7 - DevOps Engineer
* Category 8 - Digital Performance Analyst
* Category 9 - Backend Web Developer
* Category 10 - Frontend Web Developer
* Category 11 - Visual Designer
* Category 12 - Interaction Designer / User Researcher / Usability Tester
* Category 13 - Writer / Content Designer / Content Strategist

The approximate number of contract awards is an approximation and CPS reserves the right in its sole discretion to establish a fewer or greater number of contract awards.

**1.2 Quote Submission**

Proposals will only be accepted via electronic means in accordance with the instructions set forth in this RFP. Any proposal submitted must comply with all instructions and requirements set forth in the RFP. Potential vendors shall complete the Agile Delivery Services RFP Compliance Review Checklist Form, a Google form, in its entirety before the RFP Closing Date. **The RFP Closing Date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Potential vendors shall submit the following documents and materials for proposal submission:**

**A. Complete Agile Delivery Services RFP Compliance Review Checklist Form**

Available at: [insert a web link or provide as exhibit/attachment]

**B. Labor Category Discount and Mapping**

Potential vendors shall complete Attachment B, Labor Category Map and Description.

**C. Technical Approach**

**To enable CPS to evaluate a potential vendor’s technical approach for addition to the agile vendor pool, they shall create a prototype.**

Potential vendors are required to submit a working prototype which consists of both design and development, using the openFDA (<https://open.fda.gov>) dataset and Application Programming Interface (API) which demonstrates its agile delivery capabilities.

The potential vendor’s proposed mix of labor categories and level of effort for its working prototype, as reflected in Attachment C, shall be evaluated to assess the potential vendor’s understanding and capability to supply Agile Delivery Services.

The submission of the working prototype serves as a sample task effort that CPS believes is representative of the type of task orders that may be issued against the vendor pool once established. As part of their proposal submission, each potential vendor’s prototype shall be preserved without modification at least 30 calendar days after award.

As part of the technical approach submission, potential vendors shall comply with the following:

* Ensure that the prototype consumes, modifies, remixes, or displays the dataset provided for its functionality (such as explanatory written content).
* Publish a repository consisting of all prototype source code, design assets, and all associated documentation that went into the creation of the prototype, to an online and publicly accessible version control system (e.g., GitHub, GitLab, BitBucket) that supports git. The uploaded repository shall be in git. Posting a repository in a different version control system will not be accepted. Potential vendors are allowed, and encouraged, to include any kind of documentation in the repository, including photographs, screenshots, or notes of their development and design process.
* Potential vendors shall send the Government a URL representing the repository and if more than one branch is present, then the quoter must note the specific branch that should be evaluated. The timestamp of the most recent commit to the branch in the canonical repository to be evaluated will be the source that determines the Timeliness of Prototype Delivery.
* Include a publicly-available URL to your prototype at the top of a README.md file located in the root directory of your repository.
* The prototype can be accessed via the publicly-available URL at the top of the README.md file without generating any HTTP 4xx or 5xx errors.
* Write a brief description, no greater than 750 words, of the approach used to create the prototype. Place this description in the README.md file located in the root directory of your repository.
* The following scenarios are conditions that if met, shall constitute a deficiency, and fully disqualify a quoter from receiving an award:
  + If a commit is made to the branch subject to evaluation after the quoter has sent the repository URL to the Government that quoter will be immediately disqualified, and the Government will immediately stop their evaluation.
  + If the code, or any design asset, of the prototype is changed on the server after the offeror has sent the repository URL to the Government that quoter will be immediately disqualified, and the Government will immediately stop their evaluation.
  + If any defect, of any severity, is discovered in the code, or a design assets or in some aspect of the environment of the server hosting the prototype, after the quoter has sent the repository URL to the Government, the quoter is expressly prohibited in making any change to either the repository or to the prototype. Any quoter making such a change will be immediately disqualified and the Government will stop their evaluation.

**D. Price**

Quoter shall complete Attachment C Tab One for Pool One Design, Attachment C

**2.0 BACKGROUND**

***INSERT STATEMENT ABOUT CPS FORMATION AND PURPOSE***

**3.0 OBJECTIVE**

The primary goal of establishing this pool of agile development vendors is to provide CPS with an easy method to procure digital services (e.g. the delivery of digital information data or content and transactional services) while improving processes through agile methodologies.

Through this action, CPS will accomplish the following goals:

* Establish a streamlined and common contracting vehicle that:
  + features vendors specializing in agile delivery services (e.g. all-encompassing term that describes vendors who specialize in user experience design and agile software development practices)-- user-centered design, agile architecture (e.g. a system or software architecture that is versatile, easy to evolve, to modify), agile software development (e.g. group of software development methods in which requirements and solutions evolve through collaboration between self-organizing, cross-functional teams), and DevOps
  + can be leveraged by users throughout the Government

**4.0 SCOPE**

The fundamental scope of this Agile Vendor Pool is to is to provide a streamlined process to support CPS’s need for agile delivery services, including user-centered design, agile architecture, agile software development, and DevOps.

The labor categories that are within scope of this vendor pool to allow for full stack development are as follows:

* Category 1 - Agile Coach
* Category 2 - Product Manager
* Category 3 - Delivery Manager
* Category 4 - Business Analyst
* Category 5 - Technical Architect
* Category 6 - Security Engineer
* Category 7 - DevOps Engineer
* Category 8 - Digital Performance Analyst
* Category 9 - Backend Web Developer
* Category 10 - Frontend Web Developer
* Category 11 - Visual Designer
* Category 12 - Interaction Designer / User Researcher / Usability Tester
* Category 13 - Writer / Content Designer / Content Strategist

The Government reserves the right during contract administration as needs emerge to add additional pools and labor categories to the established vendor pool to include for example new functional areas and labor categories that are within the general scope of agile delivery services.

**See Attachment B for complete labor category descriptions.**

**5.0 DATA RIGHTS and OWNERSHIP OF DELIVERABLES**

The specific terms and conditions governing data rights and ownership of deliverables shall be

specified in each respective task order under these contract awards.

It is CPS’s intent that any data or deliverable created as a result of a task order under these contract awards be committed to the public domain.

Contracting Officers are encouraged to designate in task orders the following items as property

of CPS with the intention of committing the items to the public domain: all data, documents,

graphics and code created under these contract awards including but not limited to, plans, reports, schedules, schemas, metadata, architecture designs, and the like; new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.

If commercial software is required as part of the contractor’s delivery of professional services,

then the ordering official shall include the appropriate or applicable agency supplemental

clause(s).

The contractor shall use open source technologies wherever possible. Additionally, any work produced shall be committed to the public domain as open source products. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0) the license(s) shall be clearly listed in the documentation.

If the contractor needs to use work that does not have an open source license, the contractor is required to request permission from CPS, in writing, before utilizing that work in any way in

connection with the task order. If approved, all licenses shall be clearly set forth in a conspicuous place when work is delivered to CPS.

If an open source license provides implementation guidance, the contractor shall ensure

compliance with that guidance. If implementation guidance is not available, the contractor shall

attach or include the license within the work itself. Examples of this include code comments at

the beginning of a file or contained in a license file within a software repository.

Contracting Officers may consider requiring the contractor to place a copyright waiver on

materials, documents, deliverables, etc., developed during the performance of a task order.

**6.0 OFF-RAMPING**

CPS reserves the unilateral right to off-ramp vendors on any contract award pool if it is determined to be in the Government’s best interests.

Examples of why the Government may elect to off-ramp a vendor from the agile pool include but are not limited to the following:

1. Debarment, Suspension, or Ineligibility for Cause.
2. Contractors who fail to consistently provide a response to task order.
3. Contractors who fail to complete task order objectives.

The cancellation of a contract award shall have no effect on a preexisting order placed under the contract award; such a task order to include remaining option periods in such an order remains valid so long as the contractor’s applicable GSA Schedule contract remains valid. A contract award vendor’s obligations under an existing order are not impacted by the cancellation of a contract award until that task order is completed.

**7.0 ON-RAMPING**

The Government reserves the right to reopen this RFQ in order to establish additional BPAs if

the CPS Contracting Officer determines it to be in the best interest of the Government to

increase competition, support socio-economic goals, or to achieve other Government interests or requirements.

The reopening of the solicitation (onboarding) will be achieved via a solicitation amendment to

(mississippi procurement portal). It is the Government’s intent to evaluate proposals received

in response to the reissued/reopened RFP in accordance with the same or substantially the same evaluation factors in this original RFP.

In order for any new potential vendors to be added in an on-ramping action, the potential vendor’s proposal submission must be rated equal to or higher than the lowest rated vendor currently in the pool.

**8.0 EVALUATION AND BASIS FOR AWARD**

The evaluation criteria for the potential vendors to receive a contract award to the pool will be based on a Best Value Tradeoff. This Best Value Tradeoff will be determined by a three step process:

* Compliance Review (On a pass/fail basis);
* Factor 1 - Evaluation of Technical Approach; and,
* Factor 2 - Evaluation of Price.

The best value basis for awards will be determined by two evaluation factors, Technical Approach and Price, with Technical Approach being significantly more important than Price.

CPS intends to award approximately 10 slots for the first round of the Agile Vendor Pool to potential vendors whose price is reasonable and achieve the highest rating for their Technical Approach. There are three ratings associated with Technical Approach rating – Exceptional, Acceptable and Non Acceptable. If the highest Technical Approach rating (i.e. Exceptional) does not result in approximately 10 awards, then additional awards will be made at the next Technical Approach rating of “Acceptable.” Factor 2, Price will be used as the deciding factor with companies that receive the same Technical Approach rating.

The Government intends to evaluate quotes and issue multiple contract awards based on initial proposals. Proposals should contain the vendor’s best terms in the initial quote. The Government may, at its discretion, confer with a potential vendor to clarify quote details.

**FACTOR 1 - TECHNICAL APPROACH**

Potential vendors are required to submit a working prototype, which consists of both design and development, using the openFDA (<https://open.fda.gov>) dataset and Application Programming Interface (API) which demonstrates its agile delivery capabilities.

The potential vendor’s proposed mix of labor categories and level of effort for its working prototype, as reflected in Attachment C, shall be evaluated to assess the potential vendor’s understanding and capability to supply agile development services. The submission of the working prototype serves as a sample task that CPS believes is representative of the type of task orders that may be issued against the contract awards.

**Demonstration of their agile capabilities shall consist of the following:**

* Written Description: Write a brief description, no greater than 1500 words, of the approach used to create the working prototype and place this description in the README.md file located in the root directory of your repository.
* In addition to the Description, above, the quoter must demonstrate that they followed the [U.S. Digital Services Playbook](https://playbook.cio.gov/) by providing evidence in the repository.
* The README.md file should also make reference to the following:
  + Assigned one leader and gave that person authority and responsibility and held that person accountable for the quality of the prototype submitted.
  + Assembled a multidisciplinary and collaborative team that includes at a minimum five of the labor categories as provided in Attachment C. The potential vendor’s proposed mix of labor categories and level of effort for its working prototype, as reflected in Attachment C, shall be evaluated to assess the potential vendor’s understanding and capability to supply agile delivery services.
  + Understand what people need, by including people in the prototype development and design process
  + Used at least three “human-centered design” techniques or tools
  + Created or used a design style guide and/or a pattern library
  + Performed usability tests with people
  + Used an iterative approach, where feedback informed subsequent work or versions of the prototype
  + Created a prototype that works on multiple devices, and presents a responsive design
  + Used at least five modern and open-source technologies, regardless of architectural layer (frontend, backend, etc)
  + Deployed the prototype on an Infrastructure as a Service (Iaas) or Platform as Service (Paas) provider, and indicated which provider they used.
  + Wrote unit tests for their code and integration tests for all business critical flows.
  + Setup or used a continuous integration system to automate the running of tests and continuously deployed their code to their IaaS or PaaS provider.
  + Setup or used configuration management
  + Setup or used continuous monitoring
  + Deploy their software in a container (i.e., utilized operating-system-level virtualization)
  + Provided sufficient documentation to install and run their prototype on another machine
  + Prototype and underlying platforms used to create and run the prototype are openly licensed and free of charge

**FACTOR 2 - PRICE**

Factor 2 - Price is significantly less important than Technical Approach and will be used as a

deciding factor with companies that receive the same Technical Approach rating.

The potential vendor’s proposed rates, mix of labor categories and level of effort for its working prototype, as reflected in Attachment C shall enable the Government to assess the price of performance as between competing proposals.

**INSERT EXHIBIT A: ITS Standard Contract**