British Columbia Ministry of Citizens' Services
Request for Qualifications

BC Developers' Exchange for "Agile" Software Development

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Intake Delivery Location: https://bcdevexchange.org

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1. Overview of the Requirement

1.1   Introduction and Purpose

The British Columbia Ministry of Citizens' Services, through the BC Developers' Exchange, has designed a procurement process specific to Agile software development.

"Agile" is an umbrella term for a number of different software development models that share, as a key feature, an iterative approach to development, favouring short, frequent development cycles of between 2 to 6 weeks with working software delivered at the end of each cycle. Within the Agile process, requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams and their customer(s)/end users(s). Agile advocates adaptive planning, evolutionary development, early delivery, and continuous improvement, and it encourages rapid and flexible response to change.

The purpose of this Request for Qualifications is to create a multi-use list of Qualified Suppliers who can provide a Team or Teams on an "as, if and when" basis, that have the Capabilities necessary to support the Agile development of software products to be used, as applicable, by the Province, Broader Public Sector entities and their respective clients and end-users. Qualified Suppliers on the List of Qualified Suppliers may be contacted for future Contract(s) as provided for in section 5 of this RFQ.

As a procurement tool for Agile, the Province has created a template called Sprint With Us, which is a mechanism for rapidly selecting and contracting Agile Teams from the tech-vendor community, based on Resources proposed by Qualified Suppliers.

As specified in section 3.2, below, all Responses to this RFQ must go through the BC Developers' Exchange at https://www.bcdevexchange.org. Pursuant to section 5.1, below, future Opportunities will be posted to the BC Developers' Exchange (and not BCBid) and only those Respondents who are on the List of Qualified Suppliers at the applicable time will receive Competition Notices for future Opportunities or may bid on future Opportunities.

1.2   Resource Expectations

In order to be on the List of Qualified Suppliers and remain eligible for future Opportunities, Respondents must, at a minimum, maintain a list of at least 2 available Resources in accordance with the following:

- each individual Resource must have, at a minimum, at least one of the Capabilities set out in this RFQ; and
- the Qualified Supplier must be able to cover the full set of required Capabilities amongst their list of available Resources

Although, in the experience of the Province, Agile development projects are often resourced with a range of between 2 – 9 personnel, in this RFQ the Province has elected to require a minimum number of Resources only to qualify for the List. On future Opportunities, Qualified Suppliers will be asked to propose the exact number of Resources they wish to allocate to a given Team as part of their proposal. In theory, therefore, a Qualified Supplier could have an infinite number of Resources to draw upon

when proposing a Team; and the Qualified Supplier could propose Teams of various sizes depending on their analysis of a given Opportunity.

Respondents should be aware that, for subsequent Opportunities, the Province will be looking for Teams that are familiar with, and have knowledge of, the technical concepts of design thinking (interactive design and development), modern software development and continuous delivery Stacks. These technical capabilities will not be evaluated, however, for inclusion on the List.

Teams engaged for a future Opportunity will be expected to support the design, development, configuration, customization and deployment of a software product under the direction of, or in collaboration with, one or more resources from the Province or BPS, as applicable. Teams will be required to participate in one or more Agile "ceremonies", or the equivalent, for specific Agile methodologies such as backlog grooming, sprint planning, daily stand-ups, sprint review, sprint retrospective, scrum of scrums; and will be expected to utilize requirements artifacts and application architecture provided by the Province or the applicable BPS entity, when required.

The following points describe the processes, roles and, in certain cases, general scope of work that the Province considers inherent to a successful completion of an Agile project:

- **Cross-Functional Collaboration** – Team members will work in a participatory, multi-functional environment to enhance communication, share lessons learned and facilitate rapid identification of dependencies between various functional entities to ensure that projects deliver the right solutions and value to business and end-users. The Province or BPS Entity, through a product manager or other representative, will be a part of the collaborative effort and will communicate the vision of, and requirements for, the project.

  Depending on the requirements of a project, this collaboration may include the Qualified Supplier assuming a mentorship role in coaching Province or BPS resources on Agile process and methodology as the Province or BPS (as applicable) attempts to execute an Agile project.

- **Short Development Cycles** – Unlike the traditional "waterfall" development model, in which a project is divided into a sequence of distinct phases such as planning, design, coding, testing and deployment, the Agile process breaks down projects into a series of short development cycles ("iterations, "sprints" or "scrums") of between 2 – 6 weeks each. Teams will carry out essentially the same activities as under the waterfall model but through an Agile process in which all activities are focussed on the current iteration. Team members will need to work in both a collaborative as well as multi-functional environment.

- **User Centred Design and Story Collaboration –** An important starting point in the Agile process is the articulation of a statement setting out the overarching goals and user stories of a project and to define a roadmap, which will contain the outcomes that will act as guideposts throughout the project. The Team may be presented with a fully articulated vision statement at the beginning of a project iteration; or they may be asked to participate in crafting a product vision statement.

In the Agile process, development items are often articulated as part of a backlog as user stories, which are intended to capture what the end-user wishes to achieve through the development project. Teams will work with a product manager, end users and requirements analysts (as applicable) to refine and groom user stories and to design application solutions to include end-user research, experience design, and service design.

In addition, Teams will develop and communicate project metrics as tools that can be used by a product manager and throughout subsequent iterations, which may include dashboards, Agile burndown charts, release roadmaps, and schedules.

Included within the scope of work product, Teams may be required to provide the following to ensure the overall success of an iteration and a project:

- o **Data Migration** – Teams will develop and execute data migration strategies/plans.
- o **Deployment Activities** – Teams will plan, create and validate the implementation and deployment of scripts for use during application deployment; and provide release planning and management support.
- o **DevOps** – Teams will work collaboratively and cross functionally to implement continuous integration, continuous delivery, production monitoring, and production support.
- o **Configuration Management/Change Control** – Teams will support effective and efficient configuration management and change control to support the Agile development processes.
- o **User Training** - Teams will provide user-centred, task-based training to users in support of system deployment.

● **Code Development –** Teams will use a modern technology stack to define, author, and deliver application code that conforms to requirements and application architecture provided by a product manager. Product backlogs, which are a prioritized list of all items to be developed during the project, are maintained and regularly re-evaluated, with user stories re-prioritized at the beginning and end of each iteration.

Teams will also provide integration support by integrating open source, COTS, GOTS and/or Software as a Service (SaaS) solutions into existing, custom built, or new systems and provide configuration, customization and implementation services. Teams will integrate code with other government systems using standards based communication protocols and data formats.

● **Testing and Definition of Done** – An important Agile principle is that each iteration of a project should result in a potentially shippable product increment. Automated test suites are maintained for the purposes of performing automated testing on User Stories and for ongoing regression testing to ensure functionality and quality of an overall system and to arrive at a point of "done". Testing methodologies such as Behaviour Driven Development (BDD), Test Driven Development (TDD), and Acceptance Test Driven Development (ATDD) will be leveraged where appropriate. Teams will evaluate products by involving product managers and, where possible, end-users within the testing process.

The foregoing is for background purposes only and should not be considered as a full and final description of the scope of project responsibilities: these will be articulated in connection with specific future Opportunities.

2. Definitions

Throughout this Request for Qualifications, including the Introduction, the following capitalized terms have the following meanings:

"**Agile**" means the software development approach described in section 1.1 of this Request for Qualifications;

"**BC Bid**" means the BC Bid website located at www.bcbid.ca;

"**BC Developers' Exchange**" means an electronic tendering service maintained by the Province for initiatives such as Sprint With Us and used in conjunction with BC Bid;

"**BC Developers' Exchange Website**" means the website maintained by the BC Developers' exchange located at https://bcdevexchange.org/; or any replacement website;

"**Broader Public Sector" or "BPS**" means other B.C. public sector organizations that are not the Province;

"**Capability**" or "**Capabilities**" means one or more of the capabilities described on the List of Capabilities found in Appendix A;

"**Change**" means and includes, in respect of a Respondent or Qualified Supplier, a change in submitted qualifications, point of contact information for notices, escalations or other information in ownership or control or a re-designation, modification, reorganization, addition, assignment or substitution of or in respect of such Respondent or Qualified Supplier and includes any addition, substitution or removal of any Resource identified by any Respondent or Qualified Supplier and "Changed" has a corresponding meaning;

"**Claim**" means any claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto;

"**Competition Notice**" means a written notification of a future Opportunity provided to one or more Qualified Suppliers pursuant to section 5 of this RFQ;

"**Contract**" means a written contract executed by the Province, or Broader Public Sector entity, and a Qualified Supplier for an Opportunity;

"**Contractor**" means a Qualified Supplier that has entered into a Contract with the Province;

"**List of Qualified Suppliers**" or "**List**" means the Qualified Suppliers, that have been determined by the Province to possess the qualifications described in this RFQ (or any subsequent modifications thereof, if any) and that have satisfied any conditions set by the Province for being added to and remaining on the List;

"**List Termination Date**" means the date (including any modifications thereof) that marks the termination and end of the period of validity for any List established under this RFQ or any subsequent modifications thereof;

"**must**", or "**mandatory**" means a requirement that must be met in order for a Response to receive consideration;

"**Opportunity**" means a future Sprint With Us opportunity(s) that may be described in a Competition Notice;

"**product manager**" means a contact designated by the Province or BPS who provides direction and prioritization of tasks to a Team for the duration of a Contract;

"**product backlog**" refers to an evolving and changing list of user stories required to deliver the outcomes described in a product roadmap;

"**product roadmap**" refers to the plan that matches short-term and long-term business goals for the software project that is the subject of an Agile project with specific technical solutions to help meet those goals;

"**Province**" means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry of Citizens' Services;

"**Qualified Supplier**" means a Respondent who is a sole proprietor, partnership a company or other legal entity that has satisfied the applicable conditions set by the Province for being added to, and staying on, the List of Qualified Suppliers;

"**Resource**" means an individual identified by a Respondent, who possesses the qualifications of at least one Capability described in this RFQ, and who is available as may be required to become a member of a Team;

"**Respondent**" means a natural person or legal entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits, or intends to submit, a Response;

"**Response**" means a statement of qualifications for a Team submitted in reply to this RFQ;

"**RFQ**" or "**Request for Qualifications**" means the process described in this document or as it may be refreshed or modified from time to time in the sole discretion of the Province;

"**should**" or "**desirable**" means a requirement having a significant degree of importance to the objectives of this RFQ;

"**Stack**" or "**Stacks**" means a combination of software products and programming languages used to create a web or mobile application;

"**Team**" means a team of at least two Resources proposed by a Qualified Supplier for a future Opportunity, where one of the Resources has the ability to assume the role of Delivery Management (Scrum Master);; and

"**User Stories**" refers to a non-technical description, from an end-user's perspective, of a software feature.

3. Request for Qualifications

3.1 Enquiries

All enquiries related to this RFQ are to be directed, in writing, to the Contact Person at the email address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon. Do not contact the Ministry involved. Enquiries and answers may be recorded and may be distributed to all Respondents at the Province's option. The Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate questions in whole or in part. The Province may in its sole discretion choose whether to post any such questions (as reformulated if reformulated) and responses to BC Bid.

3.2 Response Submission

This RFQ requires that Respondents create an individual profile prior within the BC Developers' Exchange. This individual profile will require the Respondent to link their BC Developers' Exchange individual profile with a GitHub account in order to finalize individual profile creation.

This RFQ requires that Respondents create an organization profile within the BC Developers' Exchange and that the Respondent's organization profile be created by a person authorized by the Respondent. Responses will only be accepted through the BC Developers' Exchange.

The Respondent must include Resource profiles for individuals within the BC Developers' Exchange demonstrating the Capabilities required by this RFQ: Respondents will be required to create a list of Resources by connecting the Resource profiles with the Respondent company profile to which such Resources are employed/contracted.

For more information on creating an organization or Resource profile on the BC Development Exchange, please see **https://www.bcdevexchange.org**.

In participating in this RFQ, and in order to remain eligible for future Opportunities, Respondents must demonstrate, through the use of the profiles module on the BC Developers' Exchange Website, that the Respondent is able, at all times while on the List, to provide the minimum requirements for a Team by sourcing Resources that demonstrate one or more of the Capabilities described in this RFQ.

The List is an open one in that any person may submit their qualifications for consideration to be added to the List at any time during the term of the List and a Respondent may update its company or Resource profiles at any time. This RFQ and the List will remain open until otherwise identified by the Province and any Respondent meeting the Mandatory Criteria may apply to the Qualified Supplier List at any time during the RFQ's duration. The Province will, from time to time and at its sole discretion, review and classify such submissions received.

For greater clarity, by submitting a Response, Respondents warrant that they have received all required authority and permission from each of their Resources to include such Resource as part of their Response and as a potential member of a Team.

3.3 Acceptance of Terms and Conditions

Each Respondent by submitting a Response expressly agrees to the terms and conditions of this RFQ.

3.4 Limitation of Damages

Without limitation to section 3.3, above, each Respondent by submitting a Response, agrees that:

a) the Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever. Without limitation to the foregoing, in the event any or all Responses are rejected, or this RFQ is modified, suspended or cancelled for any reason, neither the Province nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter;

b) the respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, in the event that the Respondent is rejected or is not successful in this RFQ or for any other reason;

c) with respect to any circumstances not listed in the foregoing sub-sections a) and b), the Respondent will not make any Claim against the Province or its employees, advisors or representatives in excess of the amount equivalent to the reasonable costs of preparation of its Response for any matter relating to this RFQ process; and

d) the Province will have no obligations or liability of any kind or nature with respect to any Resource.

3.5 Qualifications Review Process

The BC Developers' Exchange will match the Capabilities identified in this RFQ with the Capabilities of the Resources identified in a Response. The automated system will confirm, based on criteria established by the Province, whether the mandatory requirements set out in this RFQ have been met by the Respondent.

3.6 Review, Selection & Changes

The List of Qualified Suppliers is subject to ongoing, automated, review by the Province. Should the Province determine that a Qualified Supplier has ceased to meet the mandatory requirements set out in this RFQ, the Province will notify the Qualified Supplier, using the company email included on the Respondent's company profile, that the Respondent will have a 60 calendar day opportunity (commencing on the date of notification) to update or correct the organization or Resource profile(s), as applicable, prior to being removed from the Qualified Supplier List. Any time a Qualified Supplier

ceases to meet the mandatory requirements set out this RFQ, that supplier will not be able to respond to, or be considered for, any posted Opportunities.

If, following the 60 calendar days, the Province determines that a Qualified Supplier still fails to meet the mandatory requirements set out in this RFQ, then that company will be notified by email that it has been removed from the List.

3.7 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Response and for any subsequent expense with respect to preparing a proposal and negotiating with the Province regarding any Opportunity.

3.8 List of Qualified Suppliers Not Binding

This RFQ is intended to establish a Qualified Suppliers' List only and is not an agreement to purchase services. Although it is anticipated that the Province and Broader Public Sector entities will leverage this RFQ and the Opportunities that flow from this RFQ in their acquisition of software development services, this RFQ is not intended to create an exclusive marketplace for software development, and the Province and other BPS Entities may acquire the same or similar services through any other means at their sole and absolute discretion.

The Province makes no representation, warranty or condition as to the nature, timing, quality or volume of any future Opportunity or Contracts. The Province reserves the right, in its sole and absolute discretion, to amend the scope of work, modify, cancel or suspend this RFQ process in whole or in part at any time for any reason and to make any changes to the terms of the business opportunity described in this RFQ. Notice in writing to a Respondent that it has been identified as a Qualified Supplier will neither constitute any contract (including, without limitation, a Contract) nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Qualified Supplier and the Province enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

A Qualified Supplier may withdraw from the List of Qualified Suppliers by removing itself via the BC Developers' Exchange application at any time.

The Province may remove Qualified Suppliers from the List following the process described in section 3.6 and by notifying the Qualified Supplier by email, through the BC Developers' Exchange Website, that the Qualified Supplier has been withdrawn from the Qualified Suppliers' List.

3.9 Trade Agreements

The List may be used for procurement covered by trade agreements between the Province and other jurisdictions:

a) Trade, Investment and Labour Mobility Agreement;

b) New West Partnership Trade Agreement;

c) Canadian Free Trade Agreement;

d) World Trade Organization Agreement on Government Procurement; and

e)   The Canada-European Union Comprehensive Economic and Trade Agreement**.**

3.10   Modification of Terms

The Province reserves the right to modify the terms of this RFQ, including any schedule or appendix that may form a part of the RFQ, at any time in its sole and absolute discretion. This also includes the right to cancel this RFQ or the List of Qualified Suppliers at any time or to extend or shorten the List Termination Date, or to disqualify all or any Responses at the Province's sole and absolute discretion, without having entered into a Contract or after having entered into one or more Contracts.

3.11   Ownership of Responses

All documents, including Responses, submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.12   Confidentiality of Information

Information pertaining to the Province obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from the Province.

3.13   Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. As this RFQ requires Respondents to provide the Province with personal information of Resources, Respondents will ensure that they have obtained written consent from each of those Resources before including such personal information in their Response. Such written consents are to specify that the personal information will be provided to the Province for the purposes of responding to this RFQ and use by the Province for the purposes set out in the RFQ. The Province may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the Province.

3.14   Additional Information on the RFQ

All addenda and amendments to this RFQ, including amendments made to the Capabilities set forth in this RFQ, will be posted on BC Bid. All information regarding future Opportunities, including any additional skills or capabilities that may be required for a future Opportunity, will be posted on the BC Developers' Exchange with an electronic notification sent to the Qualified Supplier, at the email address specified within the Respondent company profile.

It is the sole responsibility of the Respondent (or Qualified Supplier, as applicable), to check for notifications and any additional information on a regular basis.

3.15 **Debriefing**

The Province will offer a debriefing to Respondents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time. Failure to meet the Mandatory Criteria does not restrict a Respondent from reapplying once this has been corrected.

3.16 **Form of Contract**

Despite any provision to the contrary in the RFQ, including RFQ section 5 regarding use of List, the form of Contract that will be used between the Province and a Qualified Supplier as Contractor will be substantially in the form posted with this Addendum #1. Respondents should carefully review this form of Contract. The Province reserve the right to revise this form of Contract and to post other forms of applicable contracts, from time to time in the future.

Security and Privacy Protection

a)   Contractor's Responsibility for Security

Any Contract will require the Contractor(s) and any of their Resources who work on the Opportunity, to comply with the Province's Information Security Policy (ISP) regarding security, privacy, and confidentiality:

http://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/services-policies-for-government/policies-procedures/information-security-policy/isp.pdf

In addition, any Contract will require that Contractors comply with the Province's requirements for data sovereignty relating to the Opportunity described in a Competition Notice: that all live data proprietary to the Province or its clients or stakeholders, and all test environment databases that might be using any live data proprietary to the Province or its clients or stakeholders relating to the Opportunity must be located exclusively within Canada and exclusively on servers within Canada and all personal information and sensitive information relating to the Province, its clients or stakeholders must be stored and accessed exclusively within Canada, unless otherwise specifically agreed to by the Province. Any websites relating to the delivery of services must be hosted exclusively within Canada.

b)   Contractor's Responsibility for Privacy

Any Contract will require the Contractor(s) to comply with the Province's privacy management and accountability policy that includes the requirement that Contractor(s) ensure that each person who will collect or create personal information on behalf of the Province, including without limitation any Resources, employees, agents and subcontractors, has completed, at Contractor's cost, a privacy, information sharing and breach management training course deemed to be equivalent to the Province's privacy training prior to that person providing services under the Contract.

The Province can provide access to online training at a $35 per person cost (subject to change) that must be paid by the Contractor. Training may not be required by such persons that have already taken the most current version of the Province's privacy training course.

3.17   Intellectual Property

Materials provided by the Province to the Contractor may be owned by the Province or a third party. As between the Province and the Contractor, the Province will retain intellectual property rights over any materials provided to the Contractor by the Province. The Province will grant the Contractor the right to use Province materials and the right to access and use any Province systems as may be necessary to deliver the services under the Contract.

The Contractor will be given ownership of the intellectual property rights in the materials produced under the Contract. The Contractor will grant to the Province rights over such materials, including software deliverables and documentation. In particular, respondents should note the Province's expectations with regard to open source software pertaining to any software deliverables under the Contract. Software deliverables as a whole will be required to be released under an open source license approved by the Province. Open source materials will be accepted and approved by the Province as part of any software deliverables according to the process set out in the Contract.

Respondents should refer to the intellectual property provisions in the Contract posted with a given Competition Notice as to the scope of rights the Contractor will be granted and the scope of rights the Contractor will be expected to grant to the Province.

The Contractor will be required to make all necessary arrangements, and grant any necessary permissions, licenses or other rights, as required for the provision of services under the Contract. Among other representations and warranties the Contractor will be required to make, the Contract will also include specific representations and warranties regarding the Contractor's right to provide the Province with rights to the material provided by the Contractor and that such material will not infringe upon the rights of any third party, including intellectual property rights.

4. Requirements

4.1   Capabilities

The terms attached in Appendix "A" detail the range of Capabilities that the Province will require from Teams for future Opportunities. Respondents must demonstrate that each Resource that they nominate possesses at least one of these Capabilities; and that their full list of Resources possess, in the aggregate, all of these Capabilities. As stated above, Respondents must identify a minimum of two qualified Resources in order to be added to the List, but there is no maximum number of Resources.

If a Respondent becomes a Qualified Supplier, the Resources that they listed in their Response can then be used to create one or more Teams when submitting a proposal for a future Opportunity. Subject to any stated requirements in the Competition Notice, Qualified Suppliers will thus be given the discretion to propose a Team, from their own pool of Resources, in size, experience and skills, that they believe would best suit the needs and anticipated outcomes of the Opportunity.

Qualified Suppliers, when responding to an Opportunity, will again be asked to confirm that each Resource that they propose for the Opportunity possesses at least one of the Capabilities required in the Competition Notice, and that all Resources proposed for the Opportunity possess all Capabilities required in the Competition Notice. Respondents are advised that, although future Opportunities may not specify a maximum number of Resources required for a Team (only the minimum of two), the size of the Team proposed by a Qualified supplier may impact its competitiveness regarding pricing.

4.2   Technical Capabilities

Respondents should be aware that for subsequent Opportunities, the Province will be looking for Teams that are familiar with, and have knowledge of, the technical concepts of design thinking (interactive design and development), modern software development and continuous delivery Stacks. These technical capabilities will not be evaluated, however, for inclusion on the List.

4.3   Pricing

Pricing models are to be identified by the Province on a case by case basis at the Opportunity level. No pricing models are to be defined or considered during the RFQ process.

4.4   Security Clearance

The Province may, in its sole discretion, require security clearances, in a form satisfactory to the Province before entering into a Contract. Any costs associated with obtaining such security clearances will be borne by the Qualified Supplier under the Contract.

Respondents should note that a criminal history check obtained through the applicable local policing agency will be required by the Province (and may also be required for other participating BPS entities) for all Resources involved in the delivery of services under a Contract, and that criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check for a particular Resource was completed within the previous five years. The Contract will include a process for determining if a Resource with a criminal history is an unreasonable security risk, and the Province will reserve the right, in its sole and absolute discretion, to refuse any request by a Qualified Supplier to use a Resource with a criminal history in the provision of services under the Contract.

4.5   Location and Facilities

Future Opportunities may require Resources to work on site at Province facilities, with varying access to Province workstations, desks, phones, network connectivity etc., but Qualified Suppliers should be prepared to have their Resources work at their own work locations and such Resources must be able to be contacted by telephone and email. Resources should have access to professional tools that will allow them to complete the assigned tasks in accordance with the needs of any future Opportunity for which they may be considered.

5. Use of List

5.1 **Guidelines**

The guidelines set out in this section 5 regarding the use of the List of Qualified Suppliers are subject to change from time to time as the Province may deem necessary, with notice to the Qualified Suppliers posted on BC Bid. By submitting a Response to this RFQ, the Respondent agrees to the process below, including the minimum time within which to respond to a Competition Notice as set forth in sub-section 5.1 d) i., below.

Subject to the Province's reserved right in sub-section 5.1 h) iv to select a limited number of Qualified Suppliers to be invited to respond to a given Competition Notice, only Qualified Suppliers will receive Competition Notices under the RFQ.

a)   Unless modified in the sole discretion of the Province, the List of Qualified Suppliers will be in effect until the List Termination Date.

b)   The Province may, in its sole discretion, from time to time, use the List of Qualified Suppliers in connection with the acquisition and provision of services for an Opportunity.

c)   Qualified Suppliers may be contacted on a non-exclusive "as, if and when requested" basis to compete on future Opportunities in accordance with the selection methods set out in this section 5. The selection of a Qualified Supplier to serve as a Contractor will not be based on the scores assigned to a Response associated with becoming a Qualified Supplier under this this RFQ, but will be based upon the requirements and evaluation criteria included in a Competition Notice issued with respect to a specific Opportunity. A Competition Notice may be based upon one of the solicitation formats in use by the Province (as determined in the Province's sole discretion).

d)   The Province may select a Qualified Supplier from the List using the following selection methods:

      i. Except as otherwise provided in this section 5 and subject to the Province's reserved right in sub-section 5.1h)iv to select a limited number of Qualified Suppliers to be invited to respond to a given Competition Notice, the Province will invite, by written Competition Notice, all Qualified Suppliers to compete to supply the service(s) described in a given Competition Notice.

      The Competition Notice will specify the service requirements of a particular Opportunity, as determined in the sole discretion of the Province, and the criteria upon which a Qualified Supplier will be evaluated or eligibility otherwise affected, which may include, but not necessarily be limited to: (A) a Qualified Supplier's pricing; and (B) other requirements for the Opportunity as detailed by the Province in the Competition Notice.

      Upon receiving the Competition Notice, in order to be eligible for the chance of providing services for an Opportunity as described therein, a

Qualified Supplier will have not less than ten (10) business days (the actual response deadline to be specified in the Competition Notice) to submit a written response in English to the Competition Notice in conformity with all of its requirements and containing all information required by it, including setting out the Qualified Supplier's proposed pricing to undertake the Opportunity described in the Competition Notice. Subject to any reservations of rights set forth in the Competition Notice, the successful Qualified Supplier will be invited to enter into a Contract for the service(s) specified in the Competition Notice.

    ii. Notwithstanding above subparagraph i., the Province may directly negotiate a Contract with a Qualified Supplier where one or more of the following conditions applies:

- only one Qualified Supplier is qualified or available to provide the services as required by the Province;

- an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;

- a competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health;

- the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest; or

- other allowed grounds for limited tendering that may be provided for by any trade agreements the Province is a party to, domestic law or the Province's Core Policy and Procedures Manual available at :

  https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy

e) Notwithstanding the terms of section 3.6, above, Qualified Suppliers will immediately, during the period that the List is in effect, advise the Province of any Change to the information contained in their Response.

f) The Province has the sole discretion to remove a Qualified Supplier from the List of Qualified Suppliers for unsatisfactory performance by a Qualified Supplier in a Contract or service agreement that is part of a Contract or for failing to meet the requirements for staying on the List of Qualified Suppliers as set out in this RFQ or as may be communicated by the Province from time to time. In addition, where the Province rejects a Qualified Supplier's request for participation in a procurement or application for inclusion on the List, ceases to recognize a Qualified Supplier as qualified, or removes a Qualified Supplier from the List, the Province will promptly inform such supplier and, on request of such supplier, promptly provide that supplier with a written decision for its decision.

In addition, where there is supporting evidence, the Province may exclude a Respondent from participation in the RFQ or remove a Qualified Supplier on grounds such as:

i. bankruptcy;

ii. false declarations;

iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;

iv. final judgments in respect of serious crimes or other serious offences;

v. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or

vi. failure to pay taxes.

g) The Province has no obligation to:

i. inquire as to the availability of a substitute Resource when advised by a Qualified Supplier that a particular Resource nominated by the Qualified Supplier as part of their Team is not available for a particular Opportunity;

ii. evaluate or accept any substitute Resource proposed by a Qualified Supplier for an Opportunity that was not originally nominated by a Qualified Supplier as part of their Team;

iii. enter into a Contract with any one or more Qualified Suppliers; or

iv. invite any one or more Qualified Suppliers to participate in competitive processes for a Contract.

h) The Province reserves the right, in its sole discretion, to:

i. employ open competitions that include suppliers external to the List of Qualified Suppliers;

ii. otherwise engage suppliers external to the List of Qualified Suppliers in connection with any project required by the Province;

iii. at any time, amend (modify), cancel, extend, expand or make a call to the marketplace to renew the List of Qualified Suppliers; and

iv. select a limited number of Qualified Suppliers to be invited to respond to a given Competition Notice and in such case, the Competition Notice shall set forth the criteria that will be used to select and evaluate eligible Qualified suppliers and any limitation on the number of Qualified Suppliers that will be permitted to tender.

i) The Province may not necessarily select the Qualified Supplier that meets the terms and conditions of the Competition Notice while offering the lowest rates, but may, depending on the content and type of solicitation instrument used for a particular Competition Notice, also consider other criteria, if any, to be evaluated in accordance with the requirements and evaluation criteria of the particular Competition Notice used for a specific Opportunity.

j) The Province will consider subsequent requests for inclusion on the List of Qualified Suppliers during the term of the List. Any such Response will be subject to that Respondent submitting its Response in the manner as outlined in this RFQ (or as modified or refreshed, if modified or refreshed) and will be evaluated or considered for inclusion on the List pursuant to the terms of this RFQ (as such may be modified or refreshed).

k) As a condition for staying on the List, Qualified Suppliers are required to notify the Province immediately of any actual or potential conflict of interest arising in relation to any Opportunity.

6. Qualifications Review Criteria

6.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet the following mandatory requirements will receive no further consideration during the evaluation process.

Mandatory Criteria
Respondents must be registered on the BC Developers' Exchange. (Respondents will require a Business Number or equivalent as required to register an account on the BC Developers' Exchange. See section 7, below, for more information).
All information used to complete the Respondent and Resource profiles on the BC Developer's Exchange must be in English.
Responses must be submitted through the BC Developers' Exchange using the standard forms that have been designed for the purpose on the BC Developers' Exchange Website.
Each Resource proposed by the Respondent in its Response must possess at least one of the Capabilities referenced in section 4.1 and specified in Appendix A.
The list of Resources proposed by the Respondent must be made up of two or more Resources that possess, in the aggregate, all of the Capabilities referenced in section 4.1 and specified in Appendix A.

6.2 Qualifications Review

Responses will be checked for compliance with the Mandatory Criteria. Respondents that do not meet the Mandatory Criteria will not be added to the List of Qualified Suppliers. Qualified Suppliers who, at a later date, cease to meet the Mandatory Criteria may be removed from the List of Qualified Suppliers by the Province.

The Province may, at any time in its discretion, confirm the qualifications and capabilities of any Resource identified by a Respondent as being available to the Respondent for the purpose of creating a Team – including, without limitation, at the Qualified Suppliers' List stage or at the stage of any future Opportunity. If it is determined by the Province, in its sole discretion, that any representation made by a Respondent, Qualified Supplier or individual Resource, regarding any skill, capability, experience or qualification is false, then the Province may remove that Resource's profile from the BC Developers' Exchange and re-evaluate the qualifications of the Respondent or Qualified Supplier accordingly.

A Qualified Suppliers' qualifications to meet the minimum list of Capabilities will be monitored by the BC Developers' Exchange system.

Respondents who meet the Mandatory Criteria and minimum Capabilities will be added to the List of Qualified Suppliers.

7. Response Details

The Province will accept Responses to this RFQ through the following process:

A representative of the Respondent must sign-up as an entity on the BC Developers' Exchange Website service (www.bcdevexchange.org) and register the Respondent and create a company profile providing the following mandatory information:

- Business Number, or equivalent,
- Legal address
- Legal name of Respondent representative and email address

The Respondent must also include Resource profiles for individuals within the BC Developers' Exchange demonstrating the Capabilities required by this RFQ and will be required to create their pool of Resources by connecting the Resource profiles with the Respondent's company profile to which they are employed/contracted.

It will be the responsibility of the Qualified Supplier, at a future date, to propose an Opportunity-specific Team as part of their bid for that Opportunity. Such Team members must, however, be drawn from the pool of Resources that the Qualified Supplier has established pursuant to this RFQ; and all such proposed Resources must be available at the time required for the Opportunity, and must be capable of fulfilling the requirements set forth in the Opportunity.

Respondents must provide all information and other details related to their Response within the standard forms that have been designed for the purpose on the BC Developers' Exchange website at https://bcdevexchange.org/sprintwithus.

Appendix "A"
LIST OF CAPABILITIES

Pursuant to the terms of this RFQ, Respondents will provide a list of at least two Resources that possess, in the aggregate, all of the following Capabilities:

Agile Coaching

- Embed an Agile culture using techniques from a wide range or Agile and lean methodologies and frameworks, while being methodology agnostic
- Help create an open and trust-based environment, which enables a focus on delivery and facilitates continuous improvement
- Assess the culture of a team and delivery processes in place to identify improvements and facilitate these improvements with the right type of support
- Showcase relevant tools and techniques such as coaching, advising, workshops, and mentoring
- Engage with stakeholders at all levels of an organization
- Develop clear lines of escalation, in agreement with senior managers
- Ensure any stakeholder can easily find out an accurate and current project or program status, without disruption to delivery
- Apply best tools and techniques to: team roles, behaviours, structure and culture, Agile ceremonies and practices, knowledge transfer and sharing, program management, cross-team coordination, and overall governance of digital service delivery
- Ensure key metrics and requirements that support the team and delivery are well defined and maintained
- Equip staff with the ability to coach others
- Provide executive coaching on the fundamental considerations of digital service delivery design

Delivery Management (Scrum Master)

- Deliver projects and products using the appropriate Agile project management methodology, learning & iterating frequently
- Work with product managers to define the roadmap for any given product and translating this into user stories
- Lead the collaborative, dynamic planning process – prioritizing the work that needs to be done against the capacity and capability of the team
- Matrix-manage a multi-disciplinary team
- Ensure all products are built to an appropriate level of quality for the stage (alpha/beta/implementation)
- Actively and openly share knowledge of best practices

User Research

- Use and work in team environments that use Agile methodologies (e.g., Scrum, Lean)
- Lead groups to identify their target users and come to consensus about what needs to be learned
- Identify, plan, coordinate and execute quantitative and qualitative research activities

- Plan and conduct research in such a way as to get regular and frequent feedback from users and bring findings to bear iteratively on product development
- Influence other product team members to participate in conducting research and interpreting findings
- Effectively communicate research insights to team members and broader audiences verbally and through compelling artifacts such as user journey maps, personas or storytelling presentations
- Make recommendations for product design and producing design ideas based on evidence
- Influence a product team to prioritize user needs and make evidence-based decisions

User Experience Design

- Use and work in team environments that use Agile methodologies (e.g., Scrum, Lean)
- Build consensus with a product team on features that will meet business goals and deliver value to users
- Turn user-centreed design heuristics and user research into product designs
- Represent product designs visually from low- to -high fidelity as needed
- Work effectively with developers to implement designs accurately and quickly so they can be tested with users
- Conduct usability testing, communicating test results to the team and influencing the team to prioritize improvements based on the results
- Produce quantitative and qualitative evidence to show that user experience is successful and improving
- Create and maintain well-documented design patterns

Frontend Web Development

- Frontend web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap)
- JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3)
- Consume RESTful APIs
- Use and work in team environments that use Agile methodologies (e.g., Scrum, Lean)
- Use version control systems, specifically Git and GitHub
- Quickly research and learn new programming tools and techniques
- Use and work with open source solutions and community
- Create web layouts from static images
- Create views and templates in full-stack frameworks like Rails, Express, or Django

Backend Web Development

- Web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails)
- Develop and consume web-based, RESTful APIs

- Use and work in team environments that use Agile methodologies (e.g., Scrum, Lean)
- Author developer-friendly documentation (e.g., API documentation, deployment operations)
- Test-driven development
- Use version control systems, specifically Git and GitHub
- Quickly research and learn new programming tools and techniques
- Work with relational and non-relational database systems
- Use scalable search technology (e.g. ElasticSearch, Solr)
- Handle large data sets and scaling their handling and storage
- Use and work with open source solutions and community
- Communicate technical concepts to a non-technical audience

Technical Architecture

- Architect the overall system, by using prototyping and proof of concepts, which may include:
    - modern programming languages (e.g., Ruby, Python, Node.js) and web frameworks (e.g., Django, Rails)
    - modern front-end web programming techniques (e.g., HTML5, CSS3, RESTful APIs) and frameworks (e.g., Twitter Bootstrap, jQuery)
    - relational databases (e.g., PostgreSQL), and "NoSQL" databases (e.g., Cassandra, MongoDB)
    - automated configuration management (e.g., Chef, Puppet, Ansible, Salt), continuous integration/deployment, and continuous monitoring solutions
- Use version control systems, specifically Git and GitHub
- Ensure strategic alignment of technical design and architecture to meet business growth and direction, and stay on top of emerging technologies
- Deconstruct business and system architecture to support clean-interface multi-team development
- Develop product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories)
- Clearly communicate and work with stakeholders at every level

DevOps Engineering

- Deploy and configure services using infrastructure as a service providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack)
- Configure and manage Linux-based servers to serve a dynamic website
- Debug cluster-based computing architectures
- Use scripting or basic programming skills to solve problems
- Install and manage open source monitoring tools
- Configure management tools (e.g., Puppet, Chef, Ansible, Salt)
- Create architecture for continuous integration and deployment, and continuous monitoring
- Use containerization technologies (e.g., LXC, Docker, Rocket)

Security Engineering

- Perform security audits, risk analysis, application-level vulnerability testing, and security code reviews
- Develop and implement technical solutions to help mitigate security vulnerabilities
- Conduct research to identify new attack vectors