Enterprise Solutions
IT Professional Services

Request for Proposal RFP#: 2021-02

RESPONSE TO PROPOSERS’ QUESTIONS: JULY 23, 2021

Interested parties are encouraged to visit the WCI, Inc. website for more information about our services, and to subscribe to the electronic mailing list.
Responses to Proposers’ Questions

The purpose of this Request for Proposal (RFP) is to award Master Service Agreements (MSA) to qualified software development proposers who will then bid on individual scopes of work as they are released by WCI, Inc., starting in the fourth quarter of 2021.

The intent of this document is to provide answers to proposers’ questions. In some cases, where questions were similar, we combined the multiple questions into one.

RFP Response

1. What constitutes a "technically qualified proposal" (bullet 1 of section 7.3)?
   We consider a technically qualified proposal to be one from a proposer who displays the financial, technical, and other resources which indicates an ability to perform the Services required by this RFP. Proposals receiving a total score (Technical Evaluation Score plus Fee Proposal Evaluation Score) of 650 or more will be awarded master services agreements by WCI, Inc.

2. For Technical Proposal (Attachment A) - Corporate Experience of Proposer on Similar Projects, to save space, is it allowed for our document to contain Web links to externally hosted case studies (for example, on our Web site or a review site)?
   Yes.

3. Providing examples of project management artifacts will consume a large portion of the 20 allowed pages. Is there an alternative (perhaps pointers / links to externally hosted samples of our work) that may be allowable? The same question applies to resumes of key personnel.
   Yes.
4. The RFP requires the Response to include information regarding projects completed in the past three years. What are the minimum details required for cases where projects are protected under confidentiality clauses by the clients?

Proposers should not divulge any information protected by a confidentiality agreement. The minimum details required include the scope of the project, industry supported, term of the project (weeks, months, years), number of resources allocated, infrastructure type (Cloud or serverless), and project methodology. Refer to page 17 of the RFP for additional details.

5. What documents are required to be submitted along with the proposal to prove our qualification?

Please refer to 5.3 “General Response Requirements” which can be found on page 10 of the RFP.

6. Can the cover letter statements be customized to provide supplemental information which also satisfies the statements’ intent? For example, in the statement "As of January 1st, 2021, [the Company] has at least three (3) years of experience of providing software development services." should “[the Company]” be replaced by the name of our company?

Yes.

General Project Requirements

7. Item #4 states “WCI, Inc. shall be the licensee for any third-party licenses. Vendors may not use any code, service, library, or license that WCI, Inc. does not own, license directly, have a right to use or otherwise control”. In case project needs to use some third party or open-source software, will WCI, Inc. IT operation/security team provide support to validate and approve the software request? Do we get support within the required timeframe?

Yes.
8. Item #7 states “Use of offshore resources is permitted but must be disclosed and pre-authorized by WCI, Inc.” Do you have any restrictions related to access and/or data transfer when the team is working from offshore? Any privacy implications? Is there a rough estimate for the resource requirement for each role?

Standard Security and Privacy considerations apply, WCI, Inc. will work with authorized offshore resources to access information.

9. Item #9 states “There is no guarantee of work if awarded a master services agreement.” This involves a process of providing specific proposal by the contractor and work authorization by WCI, Inc. How much lead time is typically provided for leveraging the team after WCI, Inc. authorization is received to do specific work?

This will be addressed at the Statement of Work release.

10. Item #13 states “The system must be configurable to support multiple jurisdictions to use the system independently from other agencies based on their own laws, rules and regulations. That is, each jurisdiction may run its own auctions”. Are we able to be provided with more clarification on what this means or how it is envisioned to work for the following? “

The systems should be configurable enough to enable the Participating Jurisdictions to act independently if required.

11. Item #21 states “Contractors must be able to provide Services in English and French where applicable (by subcontracting is acceptable).”

11.1. Can you clarify if this means having French speaking staff or just being able to provide French localization in the programs?

French localization is sufficient.

11.2. What is meant by providing services in French? Is this related to project communication or providing application content in French?

The application should provide the information in the user-interface and the content in the user language preference.
11.3. We assume that to-be software will be built in two languages that are: English and French. Please confirm if this is true?

Besides English and French, WCI, Inc. looks for the capability to scale to support additional languages.

11.4. Are there any language requirements for the registry application outside of French and English? What are the expectations from multiple language requirements? Do you plan to add other languages in the future? If so, can you please list the languages in scope and provide any timeframe for that?

Besides English and French, WCI, Inc. looks for the capability to scale to support additional languages.

12. Item #22, if multiple contractors work on the same project, does WCI, Inc. support or enable a general contractor / subcontractor model where a single contractor owns the overall delivery responsibility? If so, what are the standards by which the general contractor is selected from among the contractors participating in that project?

WCI, Inc. does not have that model currently.

Use of Offshore Resources

13. We are a US based certified business which carries out most of our development and support work from offshore. Please let us know if WCI, Inc. is open to work along with a vendor using an offshore development and support model.

Yes.

14. We understand that offshore model is acceptable, does WCI, Inc. have any requirements for working in US time zone/shifts and time overlap with offshore?

Having some resources for onshore time-zone support is preferable, however WCI, Inc. will try to accommodate a time overlap for offshore resources.
Key Personnel

15. Does the proposal need to include names of the key personnel?
Yes.

16. As per the RFP, the project would be started in last quarter of the year. What if the key personnel who are mentioned along with the proposal are not available to work that time? Can we replace the Personnel with equally efficient Personnel?
Yes, with WCI, Inc.’s approval.

17. If we share the resumes of the key personnel now and later at the time of actual work authorization receipt, there may be significant gap. In case of long gap in between, we may allocate those key personnel to any other project, and they may not be available to be deployed for your project. Instead, we can provide other similar resources at that time from the available pool. Do you still require resumes of the key profiles? Do you require names of those key profiles as well or just employee code, role, and resume?
Yes, we require names and resumes of key personnel as a part of your response to the RFP. Please refer to page 7 of Attachment B: Standard terms and conditions. In addition, proposers should include how many resources with the same qualifications are available to be allocated to the project.

18. Is there a rough estimate for the resource requirement for each Key Personnel role?
The resource requirements will be dependent on the scopes of work and specific to each contractor. Therefore, we do not have a rough estimate for the resource requirements at this time.
Current Applications, Technology and Project Requirements

19. Will the registry system have any integration or feature/function connection with the auction services system which is currently being developed?
   Yes.

20. Are there any integrations other than the one with the Auction system that would be a need? System must integrate with other payment system(s), is it correct?
   Integration with payment systems is not with the current scope.

21. For on-premises components, can we propose migration plans and solutions for that as Additional Development Projects?
   Yes.

22. Are the components of the current application hosted on the cloud (AWS), on-premises or both?
   Hosted on the Cloud.

23. For cloud cost optimization, do you need to run the application 24/7/365? Do you scale down when number of users/workloads are less?
   The application needs to be highly available. However, the workload/performance needs may change.

24. Can you share the workload/data growth per year (for last 5 years)?
   Workload/data growth estimates will be shared with the release of the Statement of Work.

25. What is expected "Concurrent user load" for the proposed system?
   Information about concurrent user load will be shared with the release of the Statement of Work.
26. How many user requests/transactions occur per day across environment?
   User request/transaction information will be shared with the release of the Statement of Work.

27. How many key services/components are being used by application from the current cloud AWS? Such as how many databases, virtual machines, etc.?
   This information will be shared at the Statement of Work release.

28. We understand that there are two existing systems (allowance auctions and reserve sales and the Compliance Instruments Tracking System Service (CITSS)) along with the financial system administration that needs to be consolidated into a single platform. Please let us know the existing technology stack used for these systems.
   Information about the existing technology stack will be shared with the release of the Statement of Work.

29. Please provide us with the preferred technologies to be used for the Registry application?
   Open-source technologies, microservices/serverless, cloud are the preferred technologies. However, we are looking forward to vendor recommendations.

30. Does a knowledge database already exist around the existing independent systems (CITSS, Allowance auction and Reserve sales, Financial System administration etc.)?
   Yes.

31. We assume that the user management, company profiles, dashboards, and reporting modules between the auction and registry applications would need to be common or synchronized with each application maintaining its copy of the relevant data.
   The synchronization across applications can be discussed when the Statement of Work is released.
32. How long do the auction / registry data records need to be retained and what is the maximum tenure of historical data that is required to be stored?
   All data will be retained.

33. Will WCI. Inc. accept links to external content of the applying vendor in the proposal?
   Yes.

34. Have you identified the detailed technology stack for the registry system?
   No.

**Outage, Backup and Disaster Recovery**

35. We assume that a proposed solution for the registry project is not needed as part of the response to the current RFP which seeks to select potential vendors as a specific scope of work would be provided to the selected vendors. Please confirm. If the response is no, please provide the following details:
   Correct, the proposed solution is not needed at this time as part of the Master Services Agreement.

35.1. What are the disaster recovery software (DRS) and high availability needs for the registry Application?
   This can be discussed later, after the release of the Statement of Work.

35.2. Would you need the admin of the auction and registry applications to have the same interface to log in or will they be using separate interfaces with a single sign-on (SSO)?
   This can be discussed with after the release of the Statement of Work with vendors that have a Master Services Agreement.
36. What is the current backup and disaster recovery solution being implemented for cloud infrastructure or entire environment?
   The current backup and disaster recovery solution can be discussed with selected vendors prior to the release of the Statement of Work release.

37. Was there any application outage in the past? What is the current technology to improve and avoid the outage issue?
   WCI, Inc. does not comment on application outages. This is not applicable to the Master Services Agreement RFP.

38. What is the downtime/delay when switching between the active site and standby happens?
   We will discuss downtime/delay actuals with selected vendors.

39. How quickly does the infrastructure/application needs to be back online after a disaster?
   We will discuss Recovery Time Objectives (RTO) /Recovery Point Objective (RPO) actuals with selected vendors.

40. Do you have a current service-level agreement (SLA)?
   Not applicable to the Master Services Agreement.

Project Management and Agile Methodology

41. Will Atlassian JIRA/Confluence accounts and licenses required for various projects be created and managed by WCI, Inc. and not by the contractor.
   Correct.

42. Which Agile methodology is WCI, Inc. currently using?
   Scrum with a few necessary modifications.

43. Are WCI, Inc. team members trained and certified for that methodology?
   Yes.
44. Does WCI, Inc. need the partner to train or coach the Agile teams?
   No.

45. What program level and team Agile roles is WCI, Inc. looking for the partner to fill (e.g., Product Manager/ Product Owner/ Architect)?
   Scrum master, Project/Product manager.

46. May a vendor use their own version of Atlassian Jira / Confluence to run a project?
   No. Vendors will use the WCI, Inc. instance of Atlassian/Jira.

47. Can a vendor configure the WCI, Inc. Atlassian/Jira instance for a particular project to comply with that vendor’s project management and requirements management methodology?
   This can be discussed with selected vendors.

48. What is the current DevOps process?
   Continuous integration/Continuous Deployment (CI/CD) where our DevOps team is integrated with Development as well as IT Operations.

49. Could you explain more on your thinking and experience around zero defect sprint development? What are your service-level agreements (SLAs) on defects and is this limited to P1 defects only?
   Zero defect sprint development means that upon completion of a sprint, each issue is declared complete or incomplete. Complete items are assumed to be well tested, before delivery, for
   - Success cases
   - Failure cases
   - Application performance
   - Corner cases
   - Deployment
   - Automated unit, or other, tests

   At the demonstration at the end of the sprint, it is our expectation that no additional functional testing or performance testing is required. The vendor should never assume
post sprint testing by another organization. We expect developers to test their own code for the above-mentioned qualities and that testing, in general, is not handed off to junior developers or testers. It is understood that some bugs will be found after the sprint, but they should generally be low priority problems. Any bugs found in delivered code shall be prioritized by WCI, Inc. and will generally be scheduled for the next Sprint. If the bug is a performance problem, coding error or a failure, on the developer’s part, to understand a written documented requirement, the vendor shall fix the bug at the vendor’s expense. If an issue is declared “incomplete” at the end of the sprint, the issue shall be scheduled for completion in the next Sprint. If needed, the vendor and WCI, Inc. shall discuss an alternative process for the issue completion. If issues are under-estimated, in general, the vendor shall incur the expense. SLAs and the SLA process shall be provided at a later time.

50. What is WCI, Inc.’s DevSecOps model for application development?
   Continuous integration/Continuous Deployment (CI/CD) where our DevOps team is integrated with Development as well as IT Operations.

51. What types of tools are currently being used for DevSecOps?
   We utilize Static and Dynamic code scanning, Infrastructure Scanning, and Vulnerability Scanning.

52. What is the nature of the collaboration with security vendors?
   Security architecture, testing, and overall consultation.

53. Is there a RACI in place with roles and responsibilities of the additional collaborators?
   Yes, additional details will be shared at the Statement of Work release.

54. In case we are awarded the Work Authorization at the later stages and another 3rd party company does Quality Assurance activity. Let’s assume they find some discrepancies, which leads us to re-perform the work then what will be the maximum time duration within which the other team performing Quality Assurance can report such deficiencies to us?
   Typically, within 2 weeks.
Attachment B. Standard Agreement / General Terms and Conditions

55. What are funding entities?

Funding entities are jurisdictions that have contracted with WCI, Inc. to utilize its services. WCI, Inc. is funded by the Participating Jurisdictions using its services, the State of California, and the Provinces of Québec and Nova Scotia.

56. We don’t understand section 42 “Participating Jurisdictions’ and funding entities’ police power and other sovereign powers unimpaired” can you clarify?

WCI, Inc. requires a clear statement that nothing in this Agreement will restrict the Participating Jurisdictions’ or any funding entity’s right to exercise their police power or other sovereign powers.

57. Referring to attachment E, page 29, there are various insurance requirements mentioned in this section, out of those we have multiple questions as mentioned below:

57.1. We are offshore based legal entity with workforce operating offshore. We do have organization wide insurance policy for professional liability for technology services to safeguard us. Will our insurance from an offshore insurance company be valid?

The submission of your general organization wide policy and any other insurance documentation will be reviewed per the solicitation schedule “Submit acceptance/revisions to standard terms and conditions”.

57.2. We do not understand point number 2 on this page. What type of insurance is this and do we require any additional insurance coverage beyond what we have provided?

Point 2 of Attachment E describes the requirements to name WCI, Inc. the Participating Jurisdiction and each funding entity and their respective directors, officers, representatives, agents, employees and volunteers as additional insureds under the commercial general liability insurance policy if a contractor is awarded work.
57.3. Do we need to have any specific add-on insurance policy only for executing the projects for WCI, Inc. or our general organization wide insurance policy is fine?

The submission of your general organization wide policy will be reviewed per the solicitation schedule “Submit acceptance/revisions to standard terms and conditions”.

57.4. In our offshore location, we do not have workers compensation insurance as legal requirement for all the employees; but we have Environmental Sanitation Information Center (ESIC) process as per our Government Law, we have it already and on top of it we have taken term plan and accidental insurance for all our employees, will it be fine instead of a workers compensation policy?

This will be reviewed per the solicitation schedule “Submit acceptance/revisions to standard terms and conditions”. We understand workers compensation insurance is not required in all jurisdictions.

57.5. The services will be provided from offshore without need of personal vehicle usage, is it fine for us to skip this insurance?

Yes, this insurance is only required if applicable.

57.6. Do we require any other specific errors and omissions insurance apart from what insurance we have provided with these questions?

If a proposer carries any other insurance that is applicable to the services it performs, the proposer may provide details on such coverage. This will be reviewed per the solicitation schedule “Submit acceptance/revisions to standard terms and conditions”.

57.7. We have defamation and fraud coverage with our existing policy so do we require any other cyber liability coverage separately than what we have now?

Please refer to Section 6. of Attachment E. for Cyber Liability coverage requirements.
58. Invoicing and Payment

58.1. The French version indicates payment terms are NET 45 while the English version indicates NET 30; which payment terms prevail?

Net 30.

58.2. The French version indicates that the hourly rates shall include taxes, while this is not specified in the English version; how should that be interpreted? Are you referring to income or any federal/state/provincial sale taxes?

Section 14 (Compensation) of Attachment C of the Standard Agreement states that the compensation paid by WCI, Inc. shall be inclusive of all travel, per diem and taxes, and under Section 12 (Independent Contractor), it is the responsibility of the Contractor to pay all appropriate taxes related to the compensation paid under this Agreement. No sales taxes are applicable to the software development services.

Other

59. Considering that you seek to unify the Auction and Registry applications into a single manageable application that may share common modules like, User management, Company profile, Dashboard, Reports, and so forth, what are the business drivers that make a separate vendor a better choice as opposed to going with the existing one who is implementing your auction system?

The time and scope requirements for the integrated system has prompted WCI, Inc. to seek additional qualified vendors to work on the project to meet our internal goals.

60. What has been WCI, Inc.’s learning from previous engagements regarding their expectations from a new partner and any gaps in WCI, Inc.’s expertise and capabilities that the partner is expected to meet?

Any new partner of WCI, Inc. will need to demonstrate agility, flexibility, code quality, on-time delivery, relationship management, and scalability to support the successful delivery of our projects.
61. Please provide some more details on the additional development projects.
   WCI, Inc. may release additional software development Projects on an as-needed basis and will accept bids from contractors with valid master services agreements at that time.

62. What are the roles that WCI, Inc. expects to staff for the registry project?
   Proposers should provide the roles for themselves and recommendations to WCI, Inc. based on your experience with prior implementations.

63. Will WCI, Inc. provide references and case studies, following proper procedures, once a project is awarded and is successful?
   Due to the confidential nature of the projects, WCI, Inc. does not provide references or case studies.

64. Can we present a vision, mind map or user journeys and feature components "sample" for the Market Monitoring solution in the proposal?
   No, this MSA is specific to Software Development services for the Registry Project and any additional development projects.

65. "Signatures" in reference section refers to "Signatures" of customers or signature of vendor?
   Vendor.

66. Is a vendor with a valid Master Services Agreement (MSA), required to go through first round of bidding (MSA level) again to submit a bid for additional projects listed under IT services RFPs? Or is the MSA level waived for this vendor, unless there are changes proposed to the valid MSA?
   All vendors wishing to participate and be considered for future work will need to be evaluated based on their technical evaluation of this Master Services Agreement to be considered to participate in Statement of Work releases.
67. In the future, when awarding a work order to a vendor (who was previously awarded a Master Services Agreement (MSA)), what are the general (not project-specific) criteria important to WCI, Inc. in making that choice?

Any updates in your capabilities and rates since the last Master Services Agreement will need to be provided.

68. Should support phase be included in the proposal? If yes, for what duration/start/end.

Support phase requirements will be released at the Statement of Work phase.

69. Can support be a separate fee proposal?

This will be considered at the Statement of Work phase.

70. Is the vendor expected to justify time and materials versus fixed bid? Is there a preference of one over the other?

The vendor can submit either or both time and materials and fixed bid rate cards.

71. Please let us know if the current incumbent is bidding for the registry project and additional development projects.

WCI, Inc. does not comment on the status of vendors and therefore declines to answer this question.