

Enterprise Solution Professional IT Services

Request for Proposal RFP#: 2021-02

RFP RELEASE:
JUNE 7, 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.



Solicitation Schedule

Events	Date	Time (Eastern)
RFP Release	June 7, 2021	N/A
Deadline to submit Intent to Participate	June 14, 2021	8:00 pm
RFP Presentation by WCI, Inc.	June 18, 2021	11:00 am
Deadline to submit Written Questions	July 9, 2021	8:00 p.m.
Response to Questions	July 23, 2021	N/A
Deadline to submit acceptance/revisions to standard terms and conditions	August 6, 2021	8:00 p.m.
Deadline for Proposals	August 20, 2021	N/A
Technical Conference	August 30 to September 10, 2021	11:00 am – 8:00 pm
Evaluation Period	September 13 to October 8, 2021	N/A
Contract Awards and Negotiations	October 11-29, 2021	N/A

*WCI, Inc. reserves the right to modify or cancel this solicitation in whole or in part, including any dates and times, at its sole discretion. Any clarifications or changes to the solicitation will be issued before the due date and a notice will be posted on WCI, Inc.'s website.

Table of Content

1.	About Western Climate Initiative, Inc.	4
2.	Purpose of this Solicitation	5
3.	Services to be Provided.....	6
3.1	Software Development Services	6
	3.1.1 Registry Project: General Overview	6
	3.1.2 Additional Development Projects.....	7
3.2	General RFP and Project Requirements	7
4.	Minimum Qualifications of Proposers	9
5.	Response Requirements and Submission	9
5.1	Intent to Participate	9
5.2	Acceptance or Revisions to the Standard Terms and Conditions.....	9
5.3	General Requirements for a Response	10
6.	Joint Ventures	13
7.	Evaluation Process.....	13
7.1	Final Evaluation.....	13
7.2	Technical Evaluation Criteria for the Master Services Agreement	14
7.3	Fee Proposal Evaluation for the Master Services Agreement.....	14
8.	General Solicitation Information.....	15
8.1	Questions and Answers.....	15
8.2	Right to Reject Proposals.....	15
8.3	Modifications and/or Withdrawal of a Response.....	15
8.4	No Right to Protest or Liability.....	15
8.5	Proposer's Responsibilities.....	16
8.6	Signature Requirements.....	16
8.7	Disposition of Responses.....	16
9.	Attachments.....	16
	Attachment A: Project Proposal Questionnaire	17
	Attachment A-1: Frequently Asked Questions	23
	Attachment B: WCI, Inc. Standard Agreement	32

1. About Western Climate Initiative, Inc.

Western Climate Initiative, Inc. ("WCI, Inc.") is a non-profit corporation formed in 2011 to provide administrative and technical services supporting the implementation of its Participating Jurisdictions greenhouse gas ("GHG") emissions trading programs.

Our Participating Jurisdictions have established the largest carbon market in North America and the only multi-sector cap-and-trade program managed by governments from two different countries, the United States and Canada. The WCI partnership covers a population of more than 50 million people and about 3 trillion USD / 4 trillion CAD in gross domestic product.

WCI, Inc. is fully funded and directed by the governments using its services. The Board of Directors for WCI, Inc. currently includes officials from the Provinces of Québec and Nova Scotia, and from the State of California (each a "Participating Jurisdiction" and, collectively, the "Participating Jurisdictions").

Because each Participating Jurisdiction has its own regulations and administrative requirements, the services provided by WCI, Inc. are adapted to support the evolving needs of its Participating Jurisdictions. Additionally, WCI, Inc. also must be able to support jurisdictions that join in the future.

The cap-and-trade services administered by WCI, Inc. include:

1. Allowance auctions and reserve sales allow each jurisdiction to auction emission allowances under their respective cap-and-trade programs;
2. The Tracking System Service serves as a single registry for all Participating Jurisdictions;
3. The Financial Services Administration, which requires the receipt of bid guarantees and financial settlement of accounts (i.e., transferring the payments from the allowance purchasers to the sellers) for auctions and reserve sales; and
4. The performance of analyses by an independent market monitor to support market oversight performed by each Participating Jurisdiction.

To learn more about WCI, Inc.'s recent activities, please refer to the [WCI, Inc. Annual Reports](#). Further detail on the California and Québec joint auctions and specific reserve sales can be found in the [Detailed Auction Requirements and Instructions](#), the [Auction Information Page](#) and other materials posted on the websites of each Participating Jurisdiction:

1. [California](#)
2. [Québec](#)
3. [Nova Scotia](#)

2. Purpose of this Solicitation

WCI, Inc. seeks to contract with experienced and qualified contractors to develop a consolidated platform to manage the single market registry and the auction of emission allowances (the “System”) for all Participating Jurisdictions (the “Project”) which is currently done in two different software applications.

This effort is expected to be a multi-year project with two phases. The first phase is currently underway to implement a web-based application that will provide auction services as required by the regulations governing the cap-and-trade programs of the Participating Jurisdictions. The second phase will be to develop and test a web-based application to provide the registry services. The second phase is further described in Section 3.1 of this solicitation. Proposers awarded contracts under this RFP will be eligible to submit proposals for any upcoming software development work needed by WCI, Inc. in the future during the term of their master services agreement.

The purpose of this RFP is to award master services agreements to qualified software development proposers who will then bid on individual scopes of work as they are released by WCI, Inc. Contractors may ultimately provide services for an entire phase of the Project as a whole, or only certain portions of the Project (e.g., a registration module, reporting module, bidding module, etc.), or for additional Software development work as requested by WCI, Inc. The term of the master services agreement will be from the contract award date through December 2024.

All proposers awarded contracts under this RFP will enter into master services agreements with WCI, Inc. for software development services.

A proposer must enter into a master services agreement with WCI, Inc. to be eligible to bid on future scopes of work, however, there is no guarantee that a contractor will be awarded any work by entering into a master services agreement. Contractors will only be engaged to perform services by bidding on a scope of work and being awarded a work authorization (“Work Authorization”). WCI, Inc. estimates to start releasing the Registry services scope of work(s) in the fourth quarter of 2021 to contractors who have master services agreements in place.

During the term of the master services agreements, WCI, Inc. reserves the right to re-issue this RFP at any time to solicit responses from additional proposers and enter into additional master services agreements.

If your organization would like to be considered for a master services agreement with WCI, Inc. to be able to bid on future Software development work, WCI, Inc. encourages your organization to submit a response to this RFP (“Response”).

3. Services to be Provided

WCI, Inc. expects the Contractor to provide custom software development services as requested by WCI, Inc. (each, the “Services”). proposers who are awarded a master services agreement will only be authorized to provide software development services as described above.

The Project is separated into two major phases:

- (1) the Auction Project, which is already underway and
- (2) the Registry Project.

In addition, contractors awarded master services agreements will be eligible to bid on additional software development work (“Additional Development Projects”) for the duration of their master services agreement, unless earlier terminated. Within the Registry Project and Additional Development Project, the work is further segmented as will be explained in the scopes of work.

WCI, Inc. estimates to start releasing the Registry Project scope of work(s) in the fourth quarter of 2021 and Additional Development Project scopes of work as they become available. Once released, contractors with an active master services agreement for the software development Services can submit proposals for all or portions of the scope(s) of work.

Where applicable, proposers should identify whether the proposer or a subcontractor will perform the particular Services.

Additionally, during the course of the master services agreement, WCI, Inc. may request that a Contractor provide additional related services. The Contractor will undertake additional activities only when directed in writing by WCI, Inc. and both parties agree in writing to such expansion. Upon receipt of any additional technical direction from WCI, Inc., the Contractor will detail its approach in writing for the requested work and an estimate of the level of effort and budget it will need to provide the requested services.

3.1 Software Development Services

3.1.1 Registry Project: General Overview

The WCI, Inc. centralized market Registry will be the official record used to issue, transfer, track, and retire compliance instruments in accordance with the regulatory requirements of the Participating Jurisdictions. As of the end of December 2020, in the current registry there were approximately 950 entities registered.

The Registry will be used to register market participants and track compliance instruments (*e.g.*, emissions allowances and offsets) from the point of issuance by Participating Jurisdictions to transfer to regulated GHG emitters and other voluntary market participants, transfers among regulated GHG emitters and other voluntary market participants and final compliance retirement by regulated entities. The Registry should allow transfers of fungible instruments between linked programs and prevent transactions between unlinked programs.

The Registry will be designed to simplify the participation in the cap-and-trade program for market participants, jurisdiction staff, and contractors involved in implementing cap-and-trade programs within Participating Jurisdictions. It should accommodate the primary languages of

each Participating Jurisdiction, currently English for California and Nova Scotia, and in English and French for Québec participants, but not limited to these languages.

Once WCI, Inc. releases the Registry Project scope of work(s) it will then accept bids from contractors with valid master services agreements. The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization for any work awarded before any Services commence for the Registry Project.

3.1.2 Additional Development Projects

During the course of the master services agreement, 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. The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization for any work awarded before any Services commence for the Additional Development Project(s).

3.2 General RFP and Project Requirements

Proposers must agree to the following:

1. To ensure prompt receipt of communications from WCI, Inc. during the solicitation process, proposers should submit an Intent to Participate by June 14, 2021 to rfp@wci-inc.org.
2. Proposers must agree to attend the scheduled technical meeting with WCI, Inc. (to be held virtually with WCI, Inc. during the times set forth in the Solicitation Schedule).
3. All work (documentation, deliverables, code, keys, test cases, test scripts, automation test scripts, passwords and any other documentation) related to the Project and software development services will be owned by WCI, Inc.
4. 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.
5. No work related to the Project or software development services (including any developed code) may be used by the contractor or shared with or sold to another by the contractor for any purpose. Contractor will not copy or create any derivative works of any work related to the Services.
6. Deliverables will be submitted, reviewed and accepted pursuant to the process outlined in Attachment B (WCI, Inc. Standard Agreement) and the Statement of Work.
7. Use of offshore resources is permitted but must be disclosed and pre-authorized by WCI, Inc.
8. Contractor shall not sub-contract any services to other third-party vendors or Contractors without approval from WCI, Inc.
9. There is no guarantee of work if awarded a master services agreement. Contractor (and any sub-contractors) must be authorized under a Work Authorization before any work may commence.

10. WCI, Inc. may award contracts to one contractor or multiple contractors depending on the proposals received.
11. WCI, Inc. may award Work Authorizations to one contractor or multiple contractors depending on the proposals received for the particular scope of work.
12. Contractors must notify WCI, Inc. of anticipated delays and missed deadlines as soon as they are known and no later than the expected delivery date. Failure to notify WCI, Inc. in a timely manner shall give WCI, Inc. rights to terminate the Work Authorization and the master services agreement.
13. 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.
14. The architecture shall be largely cloud based, primarily AWS.
15. The Project will be managed in Atlassian Jira/Confluence.
16. There may be extensive use of cloud-based modules, functionality or services such as security, RESTful APIs, content storage, event queues, micro services, dynamic scaling, dynamic functions, containers, caching, SQL and NoSQL databases, SIEM, reporting services, high availability and database backup.
17. A fully functional and separate test environment shall be provided by WCI, Inc. to allow for functionality testing of the new platform.
18. CI/CD implementation shall be provided by the vendor but daily operations shall be provided by WCI, Inc. It is expected that code changes may need to be deployed every week. An Agile process is to be used.
19. Daily application operations shall be built into the application so that no manual database actions or configuration are required.
20. The system shall support localization.
21. Contractors must be able to provide Services in English and French where applicable (by subcontracting is acceptable).
22. Contractors must be willing and able to cooperate and integrate work with other contractors if multiple contractors are awarded Project services.
23. Contractors must have existing extensive knowledge and usage of Atlassian Jira/Confluence tools.
24. In the event of any merger/acquisition, the successor meets the Minimum Qualifications and assumes all obligations of the contractor/proposer. In the event a merger or acquisition takes place during the term of the master services agreement, the personnel rates set forth in the master services agreement shall remain in effect.

4. Minimum Qualifications of Proposers

To be eligible to submit a response to this solicitation, proposers must:

1. As of January 1, 2021, the proposer has at least three (3) years of experience of providing custom software development services.
2. Identify key personnel whom proposer intends to use for the Project with at least three (3) years of experience in providing custom software development services, and any necessary certifications ("Key Personnel" are defined in Attachment A).
3. Have not, within the past two (2) years, had any, and currently have no, disputes, proceedings or litigation for fraud, malpractice, misrepresentation, negligence, or similar cause of action for a project, or projects, involving custom software development services.
4. Have not, within the past (3) years, had any Bankruptcy filings, and currently have no, pending Bankruptcies.

5. Response Requirements and Submission

5.1 Intent to Participate

Proposers are encouraged to submit the Intent to Participate by the deadline set forth in the Solicitation Schedule, to ensure prompt communication from WCI, Inc. regarding this RFP. Please include your organization's name, contact name, email address and phone number, with "RFP 2021-02- Intent to Participate" in the subject line of the email.

5.2 Acceptance or Revisions to the Standard Terms and Conditions

Before the final Response is due, proposers must submit any requested revisions via tracked changes/redline to the WCI, Inc. Standard Agreement. Proposers are encouraged to submit revisions representing their "last, best, and final" offer as WCI, Inc. will evaluate the extent of these requested revisions. Proposers must include the actual proposed revisions as opposed to general descriptions of the revisions. WCI, Inc. intends to evaluate proposed revisions to the Standard Terms and Conditions before the final proposal submission. The following terms and conditions are non-negotiable:

1. Indemnification
2. Governing Law
3. Invoicing
4. Intellectual Property
5. Deliverable Acceptance and Rejection

All Responses where proposers have not submitted their acceptance or requested revisions to the Standard Terms and Conditions by the deadline set forth in the Solicitation Schedule may be rejected or considered for evaluation at WCI, Inc.'s discretion.

5.3 General Requirements for a Response

Responses to this solicitation must contain the information outlined below. The Response must be submitted in a clear, organized manner that facilitates evaluation. It is the responsibility of the proposer to carefully read and follow all proposal requirements within this solicitation. Compliance with the solicitation's instructions is mandatory for a Response to be considered for award. Failure to comply with the solicitation's instructions may cause a proposal to be deemed non-compliant or non-responsive, and thus ineligible for award.

Interested parties are encouraged to visit the WCI, Inc. website for more information and potential updates to the solicitation, and to subscribe to the electronic mailing list.

The Response must be submitted in English.

1. The Response must be provided electronically to WCI, Inc. as a single Portable Document Format ("PDF") file to: rfp@wci-inc.org by the deadline set forth in the Solicitation Schedule. The format must be text-searchable and not a scanned or "image only" document. Responses received after the applicable deadline may be rejected or considered, at WCI, Inc. discretion.
2. Responses should be on letter-sized pages within a minimum of 1-inch borders, 10 pt Arial (or similar font), and single-line spacing.
3. Responses must clearly state the proposer's interest, ability, and commitment to complete the requested Services described in this solicitation. The Response must be complete and accurate. Omissions, inaccuracies, or misstatements, or a failure to meet the requirements of the solicitation may be a cause for rejection of the proposal.

The Response must contain all the components, information and documents as outlined and described more fully below:

Response Requirements	
1. Title Page	
2. Cover Letter	
3. Technical Proposal (<u>Attachment A</u>)	
	A. Corporate Experience of Proposer
	B. Resumes of Key Personnel and Other Personnel
	C. Discussion of Potential Conflicts of Interest
	D. General Project Requirements
	E. References
4. Fee Proposal for the RFP	
5. Proposer's Requested Revisions to WCI, Inc.'s Standard Agreement (if not separately provided by the deadline set forth in the Solicitation Schedule)	

1. Title Page.

The Title Page must include the following information:

Enterprise Solution - Professional IT Services

RFP No. 2021-02

[Date of Response Submission]

[Proposer Company Name]

2. Cover Letter. Maximum two (2) pages.

The cover letter must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the proposer:

The enclosed proposal is submitted in response to RFP No. 2021-02, including any addenda. Through submission of this proposal, we agree to all the terms and conditions of the solicitation, and we understand and agree that any inconsistent provisions in our Response may result in a lower score, up to and including disqualification. We have carefully read and examined the solicitation and have conducted such other diligence as was prudent and reasonable in preparing this Response. We agree to be bound by statements and representations we make in our Response.

The proposer must also include the following statement, tailored to fit its own business, in its cover letter:

I certify that:

- (1) As of January 1st, 2021, [the Company] has at least three (3) years of experience of providing software development services.
- (2) The Key Personnel who [the Company] intends to use for the Project have at least three (3) years of experience in providing custom software development services.
- (3) [the Company] has not, within the past two (2) years, had any, and currently has no, disputes, proceedings or litigation for fraud, malpractice, misrepresentation, negligence, or similar cause of action for a project, or projects, involving custom software development services.
- (4) [the Company] has not, within the past three (3) years, had any, and currently has no bankruptcy filings, or in-process bankruptcies.

The cover letter should be provided on the proposer's company letterhead and include the following information:

- a. The name and address of the proposer. A Post Office box may be used but the proposer's street address must also be provided.

- b. Only an individual who is authorized to bind the proposer contractually shall sign the required Cover Letter for the proposal. The name, title/position, and manual signature are required of the authorized representative of the proposer. An unsigned Cover Letter may cause the proposal to be rejected.
- c. The cover letter shall indicate that the Response constitutes an irrevocable offer by the proposer for a period of one-hundred and eight (180) days after submission of the Response.

3. Technical Proposal. Maximum twenty (20) pages.

To be considered for an award of a master services agreement, proposers must provide responses and required documentation for the Proposal Questionnaire in the format requested (See [Attachment A](#)).

4. Fee Proposal for the RFP.

In addition to the Technical Proposal, proposer must submit a Fee Proposal for the RFP to be considered for a master services agreement. The following information is required:

Position Title/ Classification/Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
<i>[note each role that is considered Key Personnel] For example:</i>			
Project Manager			
Scrum Master			
Software Engineer (Frontend/Backend)			
IT Business Analyst			
UI/UX			
Solutions Architect			
Sanity Tester			
DevSecOps Specialist			
Total Average Personnel Rate			

6. Joint Ventures

For purposes of this RFP, a joint venture is where two or more individuals or entities partner to submit a Response to this RFP. If a Response is submitted as a joint venture, the Response must include the following information:

- A copy of the joint venture agreement between the parties.
- Cover Letter must be signed by representatives of each company/individual.
 - The joint venture parties may separately satisfy each minimum qualification; or
 - One of the joint venture parties may satisfy all of the minimum qualifications; or
 - The joint venture parties individually satisfy some of the minimum qualifications, but collectively satisfy all of the minimum qualifications.
- As part of the responses to the Proposal Questionnaire, proposers must also include:
 - A description of how the joint venture parties propose to divide the work in fulfilling the contracted services;
 - Identify a single point of contact for the joint venture; and
 - A description of the qualifications of each joint venture party.
- If awarded a contract under this RFP, the contract will require that each joint venture party be jointly and severally liable to WCI, Inc.

7. Evaluation Process

The contract award(s), if any, shall be made to each qualified and responsible proposer whose Response is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the Services required by this RFP.

7.1 Final Evaluation

WCI, Inc. will evaluate all submitted Responses for completeness and satisfaction of the Minimum Qualifications. WCI, Inc. reserves the right to enter into a contract with one proposer, or multiple proposers, offering the best overall value, after evaluating all Responses.

Contractors must have a master services agreement in place in order to bid on future scopes of work for the Project and Additional Development Projects, including the Registry services scope of work that WCI, Inc. estimates it will start releasing in the fourth quarter of 2021.

If a definitive contract cannot be negotiated, approved, and executed with the selected proposer or contractor, WCI, Inc. may, at its sole discretion at any time, terminate negotiations and either negotiate with the next highest-scoring proposer/contractor, or with respect to the RFP, WCI, Inc. may choose to terminate the solicitation and not enter into a contract with any of the proposers.

To be considered for a master services agreement, each Response will be evaluated by the technical evaluation and the fee proposal evaluation described below.

7.2 Technical Evaluation Criteria for the Master Services Agreement

WCI, Inc. will evaluate each proposer's response to provide the services in accordance with the requirements outlined in this solicitation. The Response must include all information required by this solicitation. WCI, Inc. will score the Response using the following criteria:

- a. Corporate Experience – 450 points
 1. Corporate Experience on Similar Projects – 50 points
 2. Resources and Planning – 25 points
 3. Developing modern cloud-based applications – 50 points
 4. Developing and delivering enterprise platforms – 50 points
 5. Experience in Agile Methodology – 50 points
 6. Experience in utilization of Atlassian Jira for issue tracking and reporting – 50 points
 7. Experience with Atlassian Confluence – 25 points
 8. Develops/Security Approach – 50 points
 9. Additional Details: Programming Languages, Serverless Architecture, KPI's, Tool Usage, etc. – 100 points
- b. Resume of Key Personnel – 50 points
- c. General Project Requirements – 50 points
- d. Acceptance or Requested Revisions to WCI, Inc.'s Standard Agreement – 30 points
- e. References – 20 points

Total Technical Evaluation Points: 600

7.3 Fee Proposal Evaluation for the Master Services Agreement

Fee Proposals will be evaluated by WCI, Inc. based on the following:

- The technically qualified proposal that has the lowest average Key Personnel rate for Year 1 shall be given a maximum Fee Proposal score of 250 points.
- All other technically qualified proposals will receive a Fee Proposal score calculated as the ratio of the lowest average Key Personnel rate to the proposer's average personnel rate, multiplied by the maximum cost estimate points available (250).

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.

8. General Solicitation Information

8.1 Questions and Answers

All questions regarding this solicitation must be submitted via email to rfp@wci-inc.org by the deadline set forth in the Solicitation Schedule. All relevant questions will be formally answered by WCI, Inc. and posted with responses on the WCI, Inc. website on or before the date indicated in the Solicitation Schedule. Only information issued in writing by WCI, Inc. as an official notice should be relied upon. Should any ambiguity or conflict arise between the English and French versions of this RFP, the English version shall control.

8.2 Right to Reject Proposals

A proposal may be rejected if it is incomplete, conditional, or if it contains any alterations of form or other irregularities of any kind. WCI, Inc. may reject any or all proposals and may waive any immaterial deviation in a proposal. The waiver of immaterial defect shall in no way modify the solicitation or excuse the proposer from full compliance with all requirements if the proposer is awarded a master services agreement.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein may cause the rejection of all proposals submitted by that proposer. If there is reason to believe that collusion exists among the proposers, none of the participants in such collusion will be considered in this procurement.

8.3 Modifications and/or Withdrawal of a Response

A proposer may modify a Response after its submission by withdrawing its original response and resubmitting a new complete response, prior to the final date for proposal submission. Modifications offered in any other manner, oral or written, will not be considered.

A proposer may withdraw its Response by submitting a written withdrawal request to WCI, Inc. signed by the proposer or an agent authorized in accordance with the Signature Requirements below. Responses may not be withdrawn without cause after the Response submission deadline.

8.4 No Right to Protest or Liability

Proposers understand that this solicitation is issued by WCI, Inc. and the contract awarded will be entered into with WCI, Inc. Each proposer understands that it has no right to protest or challenge any evaluation or contract awarded under this solicitation. The proposer further understands and agrees that WCI, Inc., the Participating Jurisdictions, and any of their respective funding sources, shall have no liability to the proposer for any damages of any kind, including indirect, consequential, or special damages or lost profits which arise from, relate to, or are connected with this solicitation, including the solicitation's competitive process, the evaluation of proposals, the selection of a successful proposer, or any failure or decision not to enter into a contract with a proposer.

8.5 Proposer's Responsibilities

Proposers should carefully examine the entire solicitation, with special attention to the Questionnaire(s) and Response requirements. Proposers shall investigate obstacles that might be encountered while planning and in performance of the services.

Before submitting a Response to this solicitation, proposers should review their response, correct all errors, and confirm compliance with the solicitation's requirements.

All costs and expenses incurred by the proposer in connection with this solicitation and any scope of work, including costs incurred for developing proposals in anticipation of award of the contract and negotiations prior to and subsequent to any execution of the contract, are entirely the responsibility of the proposer and shall not be charged to WCI, Inc.

It is the proposer's responsibility to promptly notify WCI, Inc. by e-mail if the proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification must be made immediately upon receipt of the solicitation so that the matter may be fully considered, and appropriate action may be taken by WCI, Inc.

If awarded a contract, the Contractor must be in good standing and must be qualified to do business in any jurisdiction where services will be performed at the time the contract is executed and during the entire term of the contract.

8.6 Signature Requirements

All documents requiring signatures contained in the original proposal package must be signed by authorized personnel of the proposer.

8.7 Disposition of Responses

Upon opening the Responses, all materials submitted in response to this solicitation will become the property of WCI, Inc. and shall not be returned to the proposer(s). A proposer has no right to audit or request a copy of any proposal submitted by any other proposer. All submitted materials will be held in confidence subject to applicable laws. A successful proposer's entire proposal, except for confidential business information (to be determined by joint agreement between WCI, Inc. and the Contractor) shall be a public document following execution of a contract with WCI, Inc.

9. Attachments

Attachment A: Project Proposal Questionnaire

Attachment A1: Frequently Asked Questions

Attachment B: WCI, Inc. Standard Agreement

Attachment A: Project Proposal Questionnaire

A. Corporate Experience of Proposer on Similar Projects

The proposer shall provide information on recent projects performed within the past three (3) years that demonstrate proposer's ability custom software development services. Each project described must include a brief description of the work performed directly by the proposer. Work directed by the proposer but implemented by a subcontractor should be identified as such. WCI, Inc. seeks to understand the abilities of the proposer, not the application or work performed by others. The proposer should also identify the office(s) where the work was performed, the timeframe/duration of the services being performed, and the magnitude/cost for each project listed.

Software Development proposers must provide adequate details to satisfy the following expectations that the proposer has experience:

- Resources and Planning by describing:
 - What resources were used and required for the projects?
 - How did your organization ramp-up resources of skilled personnel?
 - How did your organization choose your staffing for the projects?
 - What type of ongoing training or development does your organization invest into your personnel?
 - How does your organization keep up-to date with evolving and developing tools, methodologies in the industry?
- Developing modern cloud-based applications by describing:
 - Specific cloud services used in a deliverable
 - Some of the design patterns or architecture used for the applications
 - What databases were used and why
 - How production software was deployed and debugged
 - SIEM, operation dashboards, alerts
 - RESTful APIs created for the application, their framework and HTML query strings, headers and body
 - How the application was administered on a daily basis to set parameters
 - How reliability and availability were achieved
 - How did the system scale in near real-time and long term
- Delivering enterprise software platforms by describing (provide 3 examples)
 - Architecture used during development
 - Size of the project
 - Type of project
 - Term of the project
 - Methodology and approach
 - Environment and programming language
 - Supported industries (healthcare, insurance, government, etc.)
 - Were there any challenges regarding performance of the platform?
 - What were the amount of concurrent users tested for the platforms?
 - Describe approach to security, performance, accessibility of the platform

- Describe data migration efforts, methodology, tools, processes utilized
- Working with the Agile methodology (3 years)
 - Examples of workflow from past projects
 - What are the processes, methodology, in your software development team to achieve minimal or zero defects?
 - What are the types of metrics your software development team utilizes to ensure a quality product is being developed?
 - Zero defect sprint development examples
 - CI/CD pipeline set up and deployment
 - Cycle time, story point estimation etc.
 - Scrum meetings
 - Describe scrum masters role, responsibilities, and processes to effectively manage the development.
 - a. Describe what your organization believes to be in and out of scope for the scrum masters role during development.
- Extensive utilization of Atlassian Jira software by describing:
 - Efficient workflow examples (used in past projects)
 - Dashboards
 - Roadmaps
 - Issue tracking
 - Reporting – Key performance indicators (sprint burndown, release burndown charts etc.)
 - Key personnel to manage Jira (Jira Administrator)
- Extensive utilization of Confluence for project management and reporting y describing:
 - Project management examples
 - Reports
 - Dashboard
 - Roadmaps
- Working/collaborating with other software development and testing companies (3 collaborators)
 - Workflow examples of vendor collaborations
 - Knowledge transfer during project
- DevSecOps/Security by describing:
 - Experience with CI/CD pipeline within AWS
 - Integrating security tools for dynamic and static code analysis
 - CI/CD pipeline automation (cloud formation)
 - How does your organization scale operationally within a serverless environment?
 - Security testing end-to-end of CI/CD workflows
 - Metrics and reporting
 - Tools utilized for dynamic and static code analysis on prior projects
 - Collaboration with security vendors
 - Integrating CI/CD with Jira Atlassian

- Any additional details on
 - Experience with serverless architecture (AWS, Azure, Lambda)
 - Software design process/lifecycle within your organization
 - Testing methodologies and use of automation
 - Key performance indicators used to measure internal performance
 - Code coverage percentage and target rates
 - Software deployment process
 - Strengths in any specific application areas/programming languages
 - Approach to application security
 - Does your software development team have ownership of the code quality being delivered to customers? If not, please describe how this is achieved.
 - How has your organization improved cycle time/delivery improvements during a project?
 - Scalability of resources to meet project needs

B. Resumes of Key Personnel and Other Personnel

Attach current resumes for each individual who may provide services under this RFP including all Key Personnel. Proposers must provide adequate details to satisfy the following expectations:

- The role of the key personnel that will participate in the project
- The years of experience with Cloud, Agile, enterprise platforms
- The list of certifications
- Their experience with tools, applications, programming languages and whatever might be necessary in their role
- Note if any are contractors

WCI, Inc. expects the following Key Personnel will be needed for the Project. When proposing personnel, be sure to identify an individual for each of the Key Personnel roles listed and propose any other roles necessary for the Project Services. If an individual filling any of these Key Personnel roles is not employed by the proposer, describe how the proposer will service that role.

1. Project Manager
2. Scrum Master
3. UI/UX
4. Software Engineer (Frontend/Backend)
5. IT Business Analyst
6. Solutions Architect
7. Sanity Tester
8. DevSecOps Specialist

C. Discussion of Potential Conflicts of Interest

Under the contract, the Contractor and its agents, representatives, and subcontractors must mitigate conflicts of interest between the Services required under the Agreement and services provided by the Contractor to other clients or the Contractor's other business operations.

Each proposer must also disclose any potential real or perceived conflicts of interest (*e.g.*, between the proposer and an affiliated company that is a covered entity, a General Market Participant, or by providing services to a covered entity or General Market Participant) and outline how such conflicts will be mitigated. The proposer must also describe any formal policies or procedures that will identify and mitigate potential future conflicts of interest, and ensure that the proposer's organization, management, and employees avoid financial interests and activities that create potential and actual conflicts of interest.

Proposers selected for negotiations should be prepared to discuss their policies and procedures utilized to identify and mitigate conflicts of interest, and how the proposer ensures that its organization, management and employees avoid and mitigate conflicts of interest.

D. General Project Requirements

Explain if any of the following provisions are problematic or if proposer cannot agree to such terms:

1. Proposers must agree to attend the scheduled technical meeting with WCI, Inc. (to be held virtually with WCI, Inc. during the times set forth in the Solicitation Schedule).
2. All work (documentation, deliverables, code, keys, test cases, test scripts, automation test scripts, passwords and any other documentation) related to the Project and software development services will be owned by WCI, Inc.
3. 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.
4. No work related to the Project or software development services (including any developed code) may be used by the Contractor or shared with or sold to another by the contractor for any purpose. Contractor will not copy or create any derivative works of any work related to the Services.
5. Deliverables will be submitted, reviewed and accepted pursuant to the process outlined in Attachment B (WCI, Inc. Standard Agreement) and the Statement of Work.
6. Use of offshore resources is permitted but must be disclosed and pre-authorized by WCI, Inc.
7. Contractor shall not sub-contract any services to other third-party vendors or contractors without approval from WCI, Inc.
8. There is no guarantee of work if awarded a master services agreement. Contractor (and any sub-contractors) must be authorized under a Work Authorization before any work may commence.

9. WCI, Inc. may award contracts to one Contractor or multiple contractors depending on the proposals received.
10. WCI, Inc. may award Work Authorizations to one Contractor or multiple contractors depending on the proposals received for the particular scope of work.
11. Contractors must notify WCI, Inc. of anticipated delays and missed deadlines as soon as they are known and no later than the expected delivery date. Failure to notify WCI, Inc. in a timely manner shall give WCI, Inc. rights to terminate the Work Authorization and the master services agreement.
12. 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.
13. The architecture shall be largely cloud based, primarily AWS.
14. The Project will be managed in Atlassian Jira/Confluence.
15. There may be extensive use of cloud-based modules, functionality or services such as security, RESTful APIs, content storage, event queues, micro services, dynamic scaling, dynamic functions, containers, caching, SQL and NoSQL databases, SIEM, reporting services, high availability and database backup.
16. A fully functional and separate test environment shall be provided by WCI, Inc. to allow for functionality testing of the new platform.
17. CI/CD implementation shall be provided by the vendor but daily operations shall be provided by WCI, Inc. It is expected that code changes may need to be deployed every week. An Agile process is to be used.
18. Daily application operations shall be built into the application so that no manual database actions or configuration are required.
19. The system shall support localization.
20. Contractors must be able to provide Services in English and French where applicable (by subcontracting is acceptable).
21. Contractors must be willing and able to cooperate and integrate work with other contractors if multiple contractors are awarded Project services.
22. Contractors must have existing extensive knowledge and usage of Atlassian Jira/Confluence tools.
23. In the event of any merger/acquisition, the successor meets the Minimum Qualifications and assumes all obligations of the Contractor/proposer. In the event a merger or acquisition takes place during the term of the master services agreement, the personnel rates set forth in the master services agreement shall remain in effect.

E. References

Please provide at least three references for projects similar in scope to WCI, Inc.'s Project with the following information for each reference:

Name:

Title:

Company:

Telephone Number:

E-mail:

Value of Project:

Date Project Commenced and Ended:

[Signatures]

Attachment A-1: Frequently Asked Questions

The following questions and answers were issued for the [RFP 2020-01 - Enterprise Solution Professional IT Services](#) (issued on February 6, 2020) and have been updated for this RFP.

1. RFP Response

1.1. Will specific project requirements be shared and the opportunity to provide specific rates per RFP?

Project requirements will be provided when the scope(s) of work are published. In responding to the specific project requirements, contractors will be asked to provide a fee proposal for the specific project based on the rates included in their master services agreement.

1.2. Can the average fee be a range of blended onshore and offshore rates?

Proposers should provide specific rates for onshore and offshore resources.

1.3. We are not a U.S. based company, do you prefer a fee proposal in our currency or USD?

All fee proposals for this RFP must be submitted in USD.

1.4. Are you looking for a company to deliver a fixed price project or consulting agreement?

This RFP is seeking qualified proposers who will have an opportunity to bid on individual scopes of work at a later date. The scope(s) of work may be fixed price projects or time and materials based. The Master Service Agreement is a \$0 contract which will be amended if work is awarded to the contractor.

1.5. Attachment B of the [Standard Agreement](#): Paragraph A.iii. indicates a 10% holdback for “completed deliverables satisfactorily provided” and then a separate invoice after acceptance of a final deliverable. Please explain the difference between a completed deliverable satisfactorily provided and an accepted final deliverable.

The 10% holdback is to ensure the completed deliverable as set forth in the statement of work meets all specifications. The 10% withhold will be released upon final acceptance of the completed project.

1.6. The RFP document mentions a 20 pages limit for the Technical Proposal. Please clarify if this is to include any appendices.

The 20 pages limitation is for the Technical Proposal, and other appendices such as resumes are excluded from the page limitation.

2. Current Applications

2.1 Can we have a demo account to the current Registry Application?

No access to the current applications will be granted as part of this MSA RFP.

2.2 Could you provide any additional information on the current programs?

Additional information regarding the current requirements will be provided in the statements of work.

2.3 The RFP mentions that the platform should support future growth such as new jurisdictions joining the WCI. What are the projections on when others will join and at what rate per year? (1-2 per year).

WCI, Inc. is unable at this time to disclose a list of all of the jurisdictions that may be evaluating whether to utilize the services offered through WCI, Inc. and the timeline as to when they may join.

The new platform should be built with scalability capabilities to facilitate one or several new jurisdictions joining with minimal impact to the current existing programs.

2.4 As the needs of the jurisdictions evolve, how are they evaluated and prioritized today? How do you see this evolving as new jurisdictions are added?

Currently there is a governance model defined to provide and prioritize the development of jurisdictions' requirements. The implementation of this project will follow a similar model.

2.5 What is the load of user and/or visitors expected for each project?

As of the end of December 2020, the number of registered entities was approximately 950.

In addition, Participating Jurisdictions, market monitors and financial service administrators also have access to the current applications.

2.6 How many active users are you planning to have on this platform?

WCI, Inc. is unable at this time to provide this information because it will depend on the number of jurisdictions that will use WCI, Inc. services. The new platform should be built with scalability capabilities to facilitate the increase in users with minimal impact to the current user base and platform performance.

2.7 What is the size of the current database?

Detailed requirements information will be provided to the selected contractors.

2.8 What tools are currently used to coordinate and manage development and testing?

The only tools that are part of this project at this time are Confluence and JIRA. Confluence and JIRA are not negotiable at this time. Other tools may be considered. We are also utilizing Test Rail for test management.

2.9 Is WCI, Inc. open to other clouds such as Microsoft Azure?

No. WCI, Inc. works in AWS (Amazon Web Services).

2.10 As a software development Company, may we utilize our in-house Quality Assurance team for testing and validation?

No. Quality Assurance will not be a part of the scope of development services. However, Software development vendors will be responsible for their code quality. All Quality Assurance activities will be conducted by a third-party vendor.

2.11 Can we utilize other programming languages besides React/Node JS?

Yes, please propose your recommended programming languages to meet the project scope.

2.12 Are there any specific tools for data processing/migration or database technology that is currently used at WCI? Please elaborate in order to understand any preferences.

This is a greenfield project but, as indicated in the RFP, the architecture shall be largely cloud based and primarily implemented within an AWS ecosystem.

3. Governance Model

3.1 What is the governance model in place today for WCI, Inc.? (steering committee, etc.)

As indicated on the [Board of Directors](#) page on the WCI, Inc. website, the Board of Directors of WCI, Inc. is composed of directors from each Participating Jurisdiction in accordance with the [By-Laws](#). More detailed information regarding the governance model of WCI, Inc. will be provided to qualified proposers with a master services agreement.

3.2 How are the project and platforms managed? (PMO, etc.)

This information will be shared with the selected contractors after the award of the master services agreement.

3.3 How do you manage multiple vendors working on the separate platforms?

This information will be shared with the selected contractors.

4. Key Personnel

- 4.1 Resumes are required for both Key and Other Personnel, and there are at least eight (8) Key Personnel roles. Are resumes part of the 20-page limit for technical responses?

No.

- 4.2 There are eight (8) Key Personnel roles. If a response identifies at least one person in each required category but our rate structure includes multiple levels within a job category (e.g., a Junior, Mid, Senior and Master Software Developer), do we need to include a Key Person and resume at each level for which we establish a separate rate, or only at those levels where as of today we expect to staff a key individual?

Proposers should include a resume of key personnel at the levels they expect to staff the project.

- 4.3 What is the rough order of magnitude of the expected team size (members) for the Registry Project?

Additional information regarding the scope for the project will be provided in the future statements of work. This additional information will allow selected contractors to estimate the team size.

- 4.4 Would the proposers' project team members be required to work out of the WCI, Inc. offices in California (US) only? If there are any additional work locations beside these, can you please share the details?

No, a proposer's team is not required to work out of WCI, Inc.'s offices in California or Québec.

- 4.5 Can proposers deliver work out of offshore locations? If yes, what are the specific clearances required for such personnel?

Use of offshore resources will be determined for each statement of work. The use of offshore resources will be further discussed with successful proposers at a later date.

- 4.6 It is mentioned that subcontracting is acceptable, are there any specific compliance requirements for subcontracting?

Please refer to the General Terms and Conditions of the [Standard Agreement](#). Other considerations may be included in the statements of work as necessary.

5. Languages

5.1 What other languages are anticipated being added?

The platform should have the ability to scale for any future new language needs with minimal to no impact to current programs.

5.2 It is assumed that the official language for all project related communications will be English only. Please advise if the project related communication is expected in any other language.

Communication will be primarily in English.

5.3 How are the languages supported today in the platform?

Detailed information regarding the current application and languages supported will be provided in the statements of work.

6. Technology and Project Requirements

6.1 Why is the software platform custom developed? Are you open to packaged solutions?

Yes, a package solution will be considered for certain functionality or features if it integrates into the current architecture.

6.2 Would you be open to emerging technologies like Blockchain for authentication?

Not at this time.

6.3 Will separate environments be made available?

Detailed information regarding the environments will be provided in the future statements of work.

6.4 What is the sprint cycle today? What tools are being used to track development and support?

We plan to use an Agile methodology with short sprints having Confluence and JIRA as primary development tools to communicate with the selected contractors.

6.5 What aspects of CI/CD have been implemented so far?

Detailed information regarding CI/CD will be provided in the future statements of work.

6.6 What is the current security integration model for CI/CD pipeline?

Detailed information regarding the security integration model will be discussed at a later point after providing the future statements of work.

6.7 Which tool is currently being used for test automation?

Testing is currently provided by a third-party contractor. Proposers are encouraged to suggest testing tools.

6.8 Which technologies were used to develop current websites?

A mix of open source and proprietary technologies.

6.9 In section 3.2 point #4 regarding the third-party licenses, are we able to provide recommendations for additional third-party licenses? If so, what is the process and lead time for process and approval?

Proposers may recommend additional licenses. The process details can be discussed at a later date.

6.10 Do you have the list of the performance acceptance criteria for the project?

Detailed information regarding the performance acceptance criteria will be provided in the future statements of work.

6.11 Do you have preferences in terms of programming languages or development framework?

No.

6.12 What is the expected number of users, the length of the user session, throughput, response time, acceptable error rate.

Detailed information regarding length of user sessions, throughput, response time and acceptable error rate will be provided in the future statements of work.

6.13 What kind of reporting do you expect us to provide at the end of each iteration?

Detailed information regarding deliverables and expectations for reporting will be provided in the future statements of work.

6.14 Do you want us to evaluate the quality of the project throughout the development?

Yes.

6.15 What is your current IT eco-system?

The current systems leverage a mix of open source technologies and proprietary technologies. However, the current technology stack will not have any bearing on the decision.

6.16 What is the likely technology stack for the software development?
Please elaborate.

All proposals will be considered, but as indicated in the RFP the architecture shall be largely cloud based, primarily implemented within an AWS ecosystem.

6.17 Do you have any constraint for the technology that will be used to build the product?

All proposals will be considered but, as indicated in the RFP, the architecture shall be largely cloud based, primarily implemented within an AWS ecosystem.

6.18 The product will be mobile and/or web based?

The new platform will be web-based. There is no mobile support planned at this time.

6.19 Please elaborate the requirement for federated authentication? if any (e.g. OpenID, Ping, IAM)

Detailed information regarding federated authentication will be provided in the future statements of work.

7. Data

7.1 What are the types of examples of reporting data the jurisdictions are receiving today? Is it possible to receive a sample report?

Detailed information and examples of the reports will be provided in the future statements of work.

7.2 What are the expectations related to data migration needed from older systems?

Detailed information regarding the data migration will be provided in the future statements of work.

8. Other

- 8.1 We understand that the duration of the engagement will be 3 years as indicated in the Fee Proposal. What will be the scope of support services/maintenance once the development ends in 2024?

Detailed information regarding the support and maintenance will be provided in the future statements of work.

- 8.2 Do you have the design part covered or you will need a specialist from our side?

WCI, Inc will cover the design for the current project, but you may attach resumes of your design specialists for any potential future needs.

- 8.3 What is the onshore/offshore model today? Is there a preference for onshore versus offshore models?

WCI, Inc does not have a preference or a recommendation on the model at this time. You may suggest onshore/offshore/mixed delivery models.

- 8.4 What is the user support model in existence today and the SLA?

WCI, Inc does not have a preference or a recommendation on the support model at this time. You may suggest a user support model.

- 8.5 The RFP mentions that the MSA may offer the opportunity to bid on other related services. What are the “anticipated related services” expected to be?

As stated in the section 3 of the RFP, “Within the Registry Project and Additional Development Project, the work is further segmented as will be explained in the scopes of work.”

- 8.6 It is our understanding that this RFP has been issued by WCI, Inc. a non-profit corporation registered in California and that the resulting contact under this RFP will be between WCI and the Supplier governed by the laws of the state of California

The contract will be between WCI, Inc. and the vendor awarded the contract. The contract will be governed by the laws of the state of California.

- 8.7 Are there any data privacy guidelines from compliance perspective?

Detailed information regarding data privacy guidelines will be discussed with the vendor selected.

- 8.8 Are there any specific compliance requirement relating to the operation of the systems across multiple jurisdiction, if so please specify?

Detailed information regarding compliance requirements will be provided in the future statements of work.

- 8.9 Does WCI plan to get third-party security assessment done by an auditing company/authority? Please provide more info on this process.

Detailed information regarding security assessment will be provided in the future statements of work.

- 8.10 Please elaborate the exact requirements under the clause - Conflict of Interest? Also, please provide clarification on what as per this clause would amount to conflict of interest?

Please refer to Attachment D of the [Standard Agreement](#) - Individual Conflict of Interest and Confidentiality Statement.

Attachment B: WCI, Inc. Standard Agreement

[[WCI, Inc. Standard Agreement](#) document attached separately.]