

Enterprise Solution Professional IT Services

Request for Proposal RFP#: 2020-01

**RFP RELEASE:
FEBRUARY 6, 2020**

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	February 6, 2020	N/A
Deadline to Submit Written Questions	February 13, 2020	8:00 p.m.
Responses to Questions Issued	February 18, 2020	N/A
Deadline for Proposals	February 26, 2020	8:00 p.m.
Evaluation Period	February 27 to March 2, 2020	N/A
Contract Awards and Negotiations	March 3 to March 16, 2020	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.

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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 state and provincial greenhouse gas (“GHG”) emissions trading programs, primarily cap-and-trade 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. 2018 Annual Report](#). 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 Examples](#), the [Auction Information Page](#) and other materials posted on the websites of each Participating Jurisdiction:

1. California: <https://www.arb.ca.gov/auction>
2. Québec: www.environnement.gouv.qc.ca/changements/carbone/Emetteurs-participants.htm
3. Nova Scotia: <https://climatechange.novascotia.ca/cap-trade-regulations>

2. Purpose of this Solicitation

WCI, Inc. seeks to contract with several 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 will be to develop and test a web-based solution 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 solution application that will provide the registry services. Both phases are further described in Section 3.1 of this solicitation.

The purpose of this RFP is to award master services agreements to qualified Proposers who will then bid on individual scopes of work as they are released by WCI, Inc. Contractors may ultimately provide Services for the Project as a whole, or only certain portions of the Project (e.g., a registration module, reporting module, bidding module, etc.). There will be three different categories of Project services and although Proposers may bid on any or all of the categories, each Proposer may only be awarded a master services agreement for one of the following categories of Project services:

- **Category 1 Services:** Software Development Services – in charge of software development work for the Project solution. A contractor may be ultimately awarded scopes of work for the entire Project or only portions of the Project;
- **Category 2 Services:** Quality Assurance Services – in charge of validating the developed solution (in whole or in part);
- **Category 3 Services:** Penetration Testing Services – in charge of testing the vulnerability of the developed solution prior to release of any portions of the Project to production.

All Proposers awarded contracts under this RFP will enter into master services agreements with WCI, Inc. for one of the above categories of Project services. The categories are mutually exclusive and no Proposer may contract with WCI, Inc. for more than one category of services.

A Proposer must enter into a master services agreement with WCI, Inc. in order to bid on future scopes of work for the Project, 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. will release the Auction and Registry services scope of works later in the year to contractors who have master services agreements in place. The targeted start date of the Auction Project is May 2020.

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 Project 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, quality assurance or penetration testing as requested by WCI, Inc. (each, the “Services”). Proposers who are

awarded a master services agreement will only be authorized to provide one of the categories of Services described above.

The Project is separated into two major phases:

- (1) the Auction Project and
- (2) the Registry Project.

Within the Auction Project and Registry Project, the work is further segmented as will be explained in the scopes of work.

WCI, Inc. expects to release the Auction Project scope of work by March of 2020 and the Registry Project scope of work in late-2020. Once released, contractors with an active master services agreement for the Project 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 Auction Project: General Overview

The objective of the Auction Project is to develop a configurable and scalable cloud-based platform that allows multiple jurisdictions to run their own auctions (pursuant to their applicable laws, rules, and regulations) in the system. This secure Auction platform should allow market participants to post bids during the open bidding window for each event, and to review results once each event is certified.

The platform must automatically apply the currency exchange rate and different bidding limitations – e.g., auction minimum price, bid guarantee limits, purchase limits and holding limits – to accept, reject and evaluate bids submitted by qualified bidders, and then determine settlement price(s) and allowance awards, in addition to providing reporting for each event. The platform should be able to generate reports to support auction monitoring and to inform auction participants. 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.

WCI, Inc. expects to release the Auction Project Scope of Work in March of 2020 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 Auction Project.

3.1.2 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 June 2019, in the current registry there were approximately 890 entities registered.

The centralized market 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 centralized market 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.

WCI, Inc. expects to release the Registry Project Scope of Work in late-2020 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 Registry Project.

3.2 Quality Assurance Services: General Overview

WCI, Inc. expects contractors providing quality assurance services to follow the standard guidelines and practices in the quality assurance community. This work may involve, but is not limited to:

- test preparations
- test execution
- functional integration and system testing
- user acceptance testing
- regression and parallel testing
- performance testing and data migration testing
- test automations
- reporting of findings

The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization for any work awarded before any quality assurance services commence for the Auction Project or Registry Project.

3.3 Penetration Testing Requirements: General Overview

WCI, Inc. expects contractors providing penetration testing services to follow standard guidelines and practices in the application security community. The application security work may involve but is not be limited to:

- vulnerability scanning
- code analysis and review
- manual/auto penetration tests
- security architecture review and security profile assessment
- threat modeling
- static/dynamic analysis
- integration into the CI/CD pipeline
- reporting of findings
- mitigation recommendations

The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization

for any work awarded before any penetration testing services commence for the Auction Project or Registry Project.

3.4 General Project Requirements

Proposers must agree to the following:

1. All work (documentation, deliverables, code, keys, and passwords) related to the Project will be owned by WCI, Inc.
2. WCI, Inc. shall be the licensor 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.
3. No work related to the Project (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 Project.
4. Deliverables will be submitted, reviewed and accepted pursuant to the process outlined in Attachment B (WCI, Inc. Standard Agreement).
5. Use of offshore resources is permitted but must be disclosed and pre-authorized by WCI, Inc.
6. 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.
7. WCI, Inc. may award contracts to one contractor or multiple contractors depending on the proposals received.
8. WCI, Inc. may award Work Authorizations to one contractor or multiple contractors depending on the proposals received for the particular scope of work.
9. Work Authorizations may include liquidated damages for missed deadlines, and a retention amount. 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.
10. 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.
11. The architecture shall be largely cloud based, primarily AWS.
12. 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.
13. A fully functional and separate test environment shall be provided by WCI, Inc. to allow mock events and auctions by end users.
14. 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.

15. Daily application operations shall be built into the application so that no manual database actions or configuration are required.
16. The system shall support localization.
17. Contractors must be able to provide Services in English and French where applicable (by subcontracting is acceptable).
18. Contractors must be willing and able to cooperate and integrate work with other contractors if multiple contractors are awarded Project services.

4. Minimum Qualifications of Proposers

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

1. As of January 1, 2020, the Proposer has at least three (3) years of experience of providing the Services in the category for which it is bidding (either custom software development services, quality assurance services or penetration testing services).
2. Identify key personnel whom Proposer intends to use for the Project with at least three (3) years of experience in providing the Services in the category for which it is bidding (custom software development services, quality assurance services or penetration testing 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 the Project services for which it is bidding (custom software development services, quality assurance services or penetration testing services).

5. Response Requirements and Submission

5.1 Submissions

For this RFP, Proposers will submit their Response which must include all required elements described below.

5.2 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 on Similar Projects	
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	

1. Title Page.

The Title Page must include the following information:

Enterprise Solution - Professional IT Services

RFP No. 2020-01

[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. 2020-01, 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 representation 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, 2020, [the Company] has at least three (3) years of experience of providing the services in the category for which it is bidding.
- (2) The Key Personnel who [the Company] intends to use for the Project have at least three (3) years of experience in providing the Services in the category for which it is bidding (custom software development services, quality assurance services or penetration testing services) and any necessary certifications.
- (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 the Project services for which it is bidding.

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 (Specify if for Software Development, Quality Assurance, or Penetration Testing Services)	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5
[note each role that is considered Key Personnel] For example:					
Project Manager					
Business System Analyst 1					
Business System Analyst 2					
Software Engineer 1					
Total Average Personnel Rate					

5. Proposer's Requested Revisions to WCI, Inc.'s Standard Agreement.

Proposers must submit any requested revisions to the WCI, Inc. Standard Agreement as part of their Response. Proposers should be sure to note the applicable attachment/exhibit and section number and requested revisions. Proposers are encouraged to submit revisions representing their "last, best, and final" offer as WCI, Inc. will evaluate the extent of these requested revisions.

WCI, Inc. understands that proposers may have standard terms for certain services due to legal and regulatory requirements; please include such terms along with requested revisions to the WCI, Inc. Standard Agreement.

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, including the Auction and Registry services scope of work that WCI, Inc. will release later in the year.

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 on its technical merits and the fee proposal.

7.2 Technical Evaluation for the Master Services Agreement

WCI, Inc. will evaluate each Proposer's Response to provide Project 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 on Similar Projects – 50 points
- b. Resume of Key Personnel – 50 points
- c. General Project Requirements – 50 points
- d. Requested Revisions to WCI, Inc.'s Standard Agreement – 30 points
- e. References – 20 points

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 100 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 (100).

Proposals receiving a total score (Technical Evaluation Score plus Fee Proposal Evaluation Score) of 200 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. 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 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 to provide services similar to the Project Services requested under this RFP. 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.

Specifically, Software Developers Proposers must provide adequate details to satisfy the following expectations that the Proposer has experience:

- 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 (provide 3 examples)
- Working with the Agile methodology (3 years)
- Working/collaborating with other software development providers (3 collaborators)
- Any additional details on
 - Software design process/lifecycle within your organization
 - Testing methodologies and use of automation
 - Software deployment process
 - Strengths in any specific application areas/programming languages
 - Approach to application security

Quality Assurance Proposers must provide adequate details to satisfy the following expectations that the Proposer has experience:

- With testing enterprise platforms (3 years)
- Providing findings reports (provide 3 examples)
- Using automated testing tools and methods (3 years)
- Working using the Agile methodology (3 years)
- Using Jira to report bugs and findings (3 years)

Penetration Testing Proposers must provide adequate details to satisfy the following expectations that the Proposer has experience:

- Performing penetration testing in enterprise platforms (3 years)

- Providing finding reports and recommendations (provide 3 examples)
- Using automated testing tools and methods (3 years)
- Using Jira to report bugs and findings (3 years)

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 depending on the category of services for which the Proposer is bidding. 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. Business Requirements Analyst
3. Scrum Master (Agile Method)
4. Software Design Engineer
5. Software Developer/Coder
6. Quality Assurance Analyst
7. Database Analyst/Engineer/DBA
8. Testers (Penetration Testing)

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 presentations 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. All work (documentation, deliverables, code, keys, and passwords) related to the Project will be owned by WCI, Inc.
2. WCI, Inc. shall be the licensor for any third-party licenses. Vendors may not use any code, service, library, or license that WCI does not own, license directly, have a right to use or otherwise control.
3. No work related to the Project (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 Project.
4. Deliverables will be submitted, reviewed and accepted pursuant to the process outlined in Attachment B (WCI, Inc. Standard Agreement).
5. Use of offshore resources is permitted but must be disclosed and pre-authorized by WCI, Inc.
6. 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.
7. WCI, Inc. may award contracts to one contractor or multiple contractors depending on the proposals received.
8. WCI, Inc. may award Work Authorizations to one contractor or multiple contractors depending on the proposals received for the particular scope of work.
9. Work Authorizations may include liquidated damages for missed deadlines, and a retention amount. 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.
10. 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.
11. The architecture shall be largely cloud based, primarily AWS.
12. 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.
13. A fully functional and separate test environment shall be provided by WCI, Inc. to allow mock events and auctions by end users.
14. 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.
15. Daily application operations shall be built into the application so that no manual database actions or configuration are required.
16. The system shall support localization.
17. Contractors must be able to provide Services in English and French where applicable (by subcontracting is acceptable).
18. Contractors must be willing and able to cooperate and integrate work with other contractors if multiple contractors are awarded Project services.

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 B: WCI, Inc. Standard Agreement

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