

CONTRACT AMENDMENT: 2012-01-007

Agreement number 2012-01 between SRA International Inc. (SRA or Contractor) and Western Climate Initiative, Inc. (WCI, Inc.), which was executed by the parties on May 8, 2012, amended on December 20, 2012 (Amendment 2012-01-001), on December 9, 2013 (Amendment 2012-01-002), on March 5, 2015 (Amendment 2012-01-003), on August 4, 2015 (Amendment 2012-01-004), on January 1, 2016 (Amendment 2012-01-005), and on October 12, 2017 (Amendment 2012-01-006) is hereby further amended as follows:

SUMMARY OF CHANGES

Amendment Number	007
Effective Date for Amendment:	January 1, 2019
Current Agreement Amount:	██████████
Changes to the Agreement Amount:	Net increase of ██████████
Amended Maximum Agreement Amount:	██████████
Current Agreement Term:	Beginning on January 1, 2019 and ending on December 31, 2020. (24 months extension with one (1) one (1) year mutually agreeable option to extend contract through December 31, 2021.
Extension of Tasks:	CITSS application development and support

PURPOSE OF THIS AMENDMENT

- 1) Extend the contract so SRA can provide additional tracking system services for application development and support through 2019 and 2020 for the Compliance Instrument Tracking System Service (CITSS).

SPECIFIC TERMS AND CONDITIONS WHICH CONSTITUTE THE AMENDMENT

- 1) The agreement referenced above is modified as follows:
 - a. Maximum amount of agreement: Line 3 of the Standard Agreement cover page is changed to "██████████".
 - b. Attachment B, page B-2 is modified as follows: "Not-to-Exceed T&M budget for this Agreement is ██████████. See:
 - Attachment G (Contractor's Cost Proposal), and
 - Attachment H (Contractors Cost Proposal for Amendment 2012-01-001),
 - Attachment I (Contractors Cost Proposal for Amendment 2012-01-002),
 - Attachment J (Contractors Cost Proposal for Amendment 2012-01-003),
 - Amendment K (Contractors Cost Proposal for Amendment 2012-01-004),
 - Amendment L (Contractors Cost Proposal for Amendment 2012-01-005),
 - Amendment M (Contractors Cost Proposal for Amendment 2012-01-006), and
 - Amendment N (Contractors Cost Proposal for Amendment 2012-01-007) for invoice basis."

- c. Attachment N, Contractors Cost Proposal for Amendment 2012-01-007, is appended to the existing agreement following Appendix M.

EXPLANATION OF CHANGES

- 1) SRA will provide additional CITSS application development and support during 2019 and 2020 as requested by the Participating Jurisdictions including, but not limited to:
 - Operations and maintenance of the hosting, testing, and development environments including but not limited to system and application security and software updates.
 - Directed development from the jurisdictions, such as changes related to regulatory updates, modifications to improve user experience, or other improvements to support entity or jurisdiction business processes.
- 2) The amount of development and support work requested by Participating Jurisdictions of Contractor under the Agreement and as provided for in this Amendment will be dependent on the needs of the Participating Jurisdictions as determined in their sole discretion and based on numerous variables including, but not limited to, an on-going road mapping exercise being conducted by WCI, Inc. and the Participating Jurisdiction. The “Amended Maximum Agreement Amount” above is a not-to-exceed amount only and the “Changes to the Agreement Amount” above is **not** an estimate of expected service level in 2019 and 2020.
- 3) Attachment N, Contractors Cost Proposal for Amendment 2012-01-007, details the costs for the extension of these application development and support tasks.

APPROVALS

This document and any attachments described herein constitute an amendment to the above numbered agreement. All provisions of that contract, except those which are explicitly changed by this amendment, shall remain in full force and effect.

By signing, the Contractor and WCI, Inc. do hereby accept and approve this amendment.

SRA International, Inc.

Signature on File

11/14/2018

Authorized Signature

Date

Robert Stone

Advisor: Contracts

Name

Title

Western Climate Initiative, Inc.

Signature on File

11/14/2018

Authorized Signature

Date

Greg Tamblyn

Executive Director

Name

Title

**Justification for a Contract Amendment to
Contract 2012-01: Hosting and Tracking System Services for the Compliance Instrument
Tracking System Service (CITSS)**

October 11, 2018

Introduction

Most of the administrative support provided by WCI, Inc. is highly technical or specialized and has been developed through the use of contractors. In May 2012, WCI, Inc. contracted with SRA International, Inc. (SRA) to further develop the Compliance Instrument Tracking System Service (CITSS) and to provide the web hosting for its operation (Contract 2012--01). At its December 2013 meeting, the Board approved an amendment to the SRA contract to continue CITSS development and hosting through the end of 2015 (Contract Amendment 2012-01-002). At its December 2014 meeting, the Board approved additional funding for necessary application development in the first half of 2015 (Contract Amendment 2012-01-003). At its August 2015 meeting the Board approved additional funding for necessary application development to the end of 2015 (Contract Amendment 2012-01-004). At its November 2015 meeting the Board approved additional funding for necessary application development to the end of 2017 (Contract Amendment 2012-01-005). At its October 2017 meeting the Board approved additional funding for necessary application development to the end of 2018 (Contract Amendment 2012-01-006).

WCI, Inc. proposes to further increase the budget of its contract with SRA in order to provide additional funding for necessary application development during 2019 and 2020 while continuing to provide ongoing hosting services for the CITSS through December 31, 2020.

In their proposal for this two-year contract extension, SRA commit to maintaining labor hourly billing rates at the same level applied since March 31, 2018 per the agreement approved by the Board on October 12, 2017.

Description of Services

- The additional services being procured through the proposed amendment are for the completion of priority application development and administrative support requested by the Participating Jurisdictions including, but not limited to:
 - Operations and maintenance of the hosting, testing, and development environments including but not limited to system and application security and software updates.
 - Directed development from the jurisdictions, such as changes related to regulatory updates, modifications to improve user experience, or other improvements to support entity or jurisdiction business processes.

Procurement Approach

The competitive procurement process that resulted in the initial selection of SRA to provide tracking system services has been described previously and approved by the WCI, Inc. Board of Directors.

SRA has demonstrated its qualifications to provide the services described above through its performance under the existing WCI, Inc. and previous California contracts. This contract includes modifications to CITSS, namely to ensure system security and software updates, and comply with evolving regulation requirements and business needs of all Participating Jurisdictions.

The tracking system services need to continue uninterrupted and on schedule in order to bring CITSS to a stable operation and maintenance mode.

A contract modification is being proposed as the procurement vehicle to retain these required services. Continuing to work with the existing service provider for the additional application development will best enable WCI, Inc. to maintain the stability of the program while taking advantage of the significant investments that have already been made in the programmatic infrastructure.

WCI, Inc. and Participating Jurisdiction staff approached SRA to confirm their interest in and availability to continue this work. The contract amendment with SRA was developed by WCI, Inc. staff based on technical requirements provided by the Participating Jurisdictions. SRA finalized the attached technical and cost proposal, which has been reviewed and agreed to by WCI, Inc. and jurisdictional staff.

No additional steps have been taken to tender ongoing development and maintenance of CITSS, and hosting services.

Justification for a Non-Competitive Procurement

WCI, Inc.'s Procurement Policy provides for non-competitive procurement in certain instances. In this case, the non-competitive procurement is justified based on the following two allowable exemptions:

- Contracts for services provided by contractors that have been selected by a federal, state, city, county, provincial, or other regulatory entity, usually through a competitive process.
- Contract amendments to extend the original term for services and to add additional funding.

COST PROPOSAL

HOSTING OPERATIONS AND TRACKING SYSTEM SERVICES FOR THE COMPLIANCE INSTRUMENT TRACKING SYSTEM SERVICE (CITSS)

Submitted to:

Western Climate Initiative, Incorporated (WCI, Inc.)

Submitted by:



SRA International Inc., A CSRA Company
3170 Fairview Park Drive,
Falls Church VA 22042

October 4, 2018

Version 1

NOTICE OF RESTRICTIONS

This proposal includes data that shall not be disclosed outside WCI Inc. and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, WCI Inc. shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit WCI Inc.'s right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained in sheets with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal"

TABLE OF CONTENTS

1	Introduction.....	1
2	Approach	1
3	Cost Proposal.....	1
3.1	Overview.....	1
3.1.1	Tracking System Services.....	1
3.1.2	Hosting.....	2
3.1.3	Team Size and Costs.....	2
3.2	Timeframe.....	3
3.2.1	Project Timeframe.....	3
3.2.2	Production Releases of CITSS	4
3.3	Assumptions and Risks	4
3.3.1	General Assumptions and Risks.....	4
3.3.2	Consequences and Risks of Significant Team Size Reduction.....	5
3.4	Cost Detail Sheet.....	6
3.5	Labor Categories	9
4	Additional Information	9
	Appendix A: Operations and Maintenance.....	10
	Appendix B: Priority Development Activities.....	14
	2019 Priorities.....	14
	2020 and 2021 Priorities.....	14
	Appendix C: Support Budgets.....	16
	Appendix D: CITSS Application Support Service Level Agreement	17
1	Definitions.....	17
2	Incident Management Service Levels.....	18

1 INTRODUCTION

SRA International, Inc., a CSRA Company (CSRA), is pleased to provide this Cost Proposal for the extension of hosting and tracking system services for the Compliance Instrument Tracking System Service (CITSS). This estimate covers work defined in coordination with WCI, Inc. and Participating Jurisdiction staff. The costs presented in this estimate cover the labor hours and other direct costs to support CITSS operations, priority items in the CITSS backlog, and other directed development through 2020 with an option year in 2021.

2 APPROACH

CSRA staff worked with WCI, Inc. and Participating Jurisdiction staff to understand program milestones, functional needs, and desired release timelines for calendar years 2019, 2020 and 2021. Based on this information, CSRA defined the specific hosting and tracking system requirements and estimated rough levels of effort to accomplish the program goals. Specifically, continued CITSS support includes the following areas:

- Operations and maintenance of the hosting, testing, and development environments, including but not limited to system security and software updates. (Appendix A)
- Directed development from the jurisdictions (Appendix B).

Consistent with how CITSS has been developed and maintained from the beginning, features will be regularly reviewed and reprioritized to ensure that development remains aligned with changing business needs. The requirements and release plans will be updated as necessary to reflect these changes. The full scope of hosting and tracking system services have been defined as part of the current contract and remain the same for this extension.

3 COST PROPOSAL

This section provides CSRA's Time and Materials cost proposal for work as discussed in this proposal. All prices are quoted in US Dollars. Payment terms are NET30 with a 10% withholding on CSRA labor. CSRA will separately invoice for the withheld amount before the beginning of any six (6) month period of work (to be invoiced at the end of June and December), or the earlier termination of this Agreement.

The following sections describe the proposed tasks, timeframe, and assumptions.

3.1 Overview

3.1.1 Tracking System Services

Tracking system services will focus on the following areas within the scope of the work plan submitted by CSRA in March 2013:

- Project Administration for the tracking system services
- Documentation
- Tracking System application development and enhancements for the following modules:
 - Jurisdiction Management
 - User Registration
 - Entities/Accounts
 - Compliance Instrument Management
 - Instrument Transfer
 - Auction Improvements and Integration

- ### 3.1.2 Hosting

- Project Administration for hosting services
- Monitoring of the application and backup jobs
- Maintenance of the hosting environment under an ongoing operations and continuous improvement model to improve or update the use of the cloud hosting provider, security services, logging services, and the technology used to automate the building of both the CITSS software and infrastructure hosting environments

The following section provides an overview of the estimated CSRA team size for 2019, 2020, and 2021 and lists the other direct costs included in the estimate.

Government	Percentage
Current government	85%
Previous government	15%

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 15% |

Government	Percentage
Current government	85%
Previous government	15%

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Other Direct Costs Discussion

Details have been removed from the public document for business confidentiality and competitiveness reasons.

[REDACTED]

3.2 Timeframe

3.2.1 Project Timeframe

CSRA has assumed a contract extension start date of January 01, 2019 and an end date of December 31, 2020 for tracking system services and hosting support. An updated 2021 option period is also included in the proposal based on WCI's request.

Details have been removed from the public document for business confidentiality and competitiveness reasons.

A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists the categories, and the x-axis shows the percentage from 0 to 100. The bars are gray, and the chart includes a legend for age groups and gender.

Category	Age Group	Gender	Percentage
Total	18-29	Male	95%
	18-29	Female	92%
	30-49	Male	94%
	30-49	Female	93%
18-29	18-29	Male	95%
	18-29	Female	92%
	30-49	Male	94%
	30-49	Female	93%
30-49	18-29	Male	95%
	18-29	Female	92%
	30-49	Male	94%
	30-49	Female	93%
50-69	18-29	Male	95%
	18-29	Female	92%
	30-49	Male	94%
	30-49	Female	93%
70+	18-29	Male	95%
	18-29	Female	92%
	30-49	Male	94%
	30-49	Female	93%

- reasons.

■
 ■
 ■
 ■

■ 

Responsibility	Percentage
Current government	85%
Previous government	10%
Neither	5%

Government	Percentage
Current government	85%
Previous government	15%

Government	Percentage
Current government	85%
Previous government	15%

Government	Percentage
Current government	85%
Previous government	15%

Details have been removed from the public document for business confidentiality and competitiveness reasons.

3.4 Cost Detail Sheet

[illegible]

Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation. 7

Details have been removed from the public document for business confidentiality and competitiveness reasons.

[illegible]

3.5 Labor Categories

Labor categories, descriptions, and rates for all labor categories have been defined under the Agreement. CSRA reserves the right to use any of these labor categories in the performance of this Agreement.

Details have been removed from the public document for business confidentiality and competitiveness reasons.

4 ADDITIONAL INFORMATION

CSRA will continue using a cloud hosting environment for the development environment, testing environment, UAT environment, training environment, and load testing environment.

APPENDIX A: OPERATIONS AND MAINTENANCE

Details have been removed from the public document for business confidentiality and competitiveness reasons.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Details have been removed from the public document for business confidentiality and competitiveness reasons.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

Details have been removed from the public document for business confidentiality and competitiveness reasons.

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Details have been removed from the public document for business confidentiality and competitiveness reasons.

Details have been removed from the public document for business confidentiality and competitiveness reasons.

Category	Percentage
U.S. should take action	71%
U.S. should not take action	2%
U.S. should take action but not at the expense of the economy	15%
U.S. should take action but not if it hurts the environment	10%
U.S. should take action but not if it hurts the economy	4%

Monthly Labor Hour Allocation

Details have been removed from the public document for business confidentiality and competitiveness reasons.

APPENDIX C: SUPPORT BUDGETS

Hosting Services and Tracking System Support Budget

The following table provides an approximate budget for each area of hosting and tracking system services support. Values are rounded to the nearest \$100.

Please note that the breakdown by task is for tracking purposes only. CSRA will work with WCI, Inc. to determine the most appropriate way to represent costs in the monthly progress reports.

Details have been removed from the public document for business confidentiality and competitiveness reasons.

Support Area	2019	2020	2021
Operations and Maintenance			
Overhead, project management, and jurisdiction/WCI support.			
Operations and Maintenance including application security and technical backlog priorities.			
Other Direct Costs			
Directed Development			

The requirements and scope of the individual items identified under "Directed Development" in 2019 are not fully defined at this time. The specificity of task level values down to the thousand or hundred dollar level should not be construed as a level of accuracy for the estimate but rather a product of the estimation process. The estimates for the individual areas of work will likely change once the requirements are better defined and the work progresses. While this reflects our best estimate at this time, we cannot account for unplanned activities and events that may affect this.

APPENDIX D: CITSS APPLICATION SUPPORT SERVICE LEVEL AGREEMENT

Application support includes analysis and resolution of incidents—as defined below—for which the root cause is the CITSS production application. This information is provided as a basis for discussing and estimating required application support. Additional details regarding the reporting, escalation, and resolution of CITSS application incidents will be maintained in the required Tracking Systems Operation Plan.

1 DEFINITIONS

1. Severity 1
 - a. a defect with a direct security impact on CITSS that compromises sensitive data or allows access to functions outside of specified user permissions; or
 - b. a defect isolated to CITSS, for which there is no reasonable workaround, rendering CITSS completely unavailable to all system users.
2. Severity 2
 - a. a defect isolated to CITSS that substantially degrades the performance of CITSS; or
 - b. a defect isolated to CITSS, for which there is no reasonable workaround, that restricts the use of one or more features of CITSS to perform necessary business functions but does not completely restrict use.
3. Severity 3
 - a. a defect isolated to CITSS, for which there is a workaround, that restricts the use of one or more features of CITSS to perform necessary business functions; or
 - b. a defect isolated to CITSS that causes some functional restrictions but does not have a critical or severe impact on operations.
4. Severity 4
 - a. a minor defect that does not significantly impact operation; or
 - b. an anomaly in CITSS that does not substantially restrict the use of one or more features of CITSS to perform necessary business functions.
5. Defect is defined as an error, flaw, or mistake in the software that does not meet agreed user stories, comprises sensitive data, or allows access to functions outside of user permissions.
6. Business Hours are defined as 9 am - 6 pm ET.
7. Response time is defined as the time by which SRA will acknowledge receipt of the incident.
8. Status Updates are defined as verbal or written communication of the actions being taken and target resolution time.
9. Targeted resolution time is defined as the time by which SRA will endeavor to identify the defect and:
 - a. Fix the defect;
 - b. Provide a temporary fix; or
 - c. Provide a workaround.

2 INCIDENT MANAGEMENT SERVICE LEVELS

Details have been removed from the public document for business confidentiality and competitiveness reasons.

Severity Level	Initial Response Time	Status Updates	Targeted Resolution Time
Severity 1	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Severity 2	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Severity 3	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
Severity 4	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>