



**Request for Proposal**  
**CITSS Information**  
**Technology Assessment**

RFP No. 2017-01

This RFP is available on the Western Climate Initiative, Inc. (WCI, Inc.)  
website at [www.wci-inc.org/rfp-IT-Assessment.php](http://www.wci-inc.org/rfp-IT-Assessment.php)

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# Request for Proposal IT Assessment

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## Acronyms and Definitions

Agreement	The contract to be entered into between WCI, Inc. and the successful Offeror
BCP	Business Continuity Plan
BIA	Business Impact Analysis
CA	California
CISA	Certified Information Systems Auditor
CITSS	Compliance Instrument Tracking System Service, supported by another contractor
Contractor	Party that is ultimately selected and contracted to provide the services described in this RFP
CSRA	Contractor that provides hosting services, application development, and support for CITSS
DBA	Database Administrator
DRP	Disaster Recovery Plan
GHG	Greenhouse Gas
HIPPA	Health Insurance Portability and Accountability Act
IT	Information Technology
Market Monitoring Administrator	The Contractor providing Cap-and-Trade Market Monitoring Services
Market Monitoring Services	Market Monitoring Services provided by the Market Monitoring Administrator
Offeror	Party that submits a proposal in response to RFP No. 2017-01
Participating Jurisdictions	Participating Jurisdictions include the Provinces of British Columbia, Québec, and Ontario and the State of California.
PCI	Payment Card Industry
PDF	Portable Document Format
QC	Québec
Reserve Sale	A California Reserve Sale or Québec Sale by Mutual Agreement
RFP	Request for Proposal
SDLC	Software Development Life Cycle
SOW	Statement of Work
SSL	Secure Sockets Layer
WCI, Inc.	Western Climate Initiative, Inc.
Work	Activities conducted by the Contractor to fulfill its duties and obligations in connection with the Agreement.
WCAG	Web Content Accessibility Guidelines

## Request for Proposal CITSS IT Assessment

### 1. Purpose and Objectives

The Western Climate Initiative, Inc. (WCI, Inc.) is requesting proposals from qualified firms to perform an independent comprehensive information technology (IT) Assessment of the Compliance Instrument Tracking System Service (CITSS) application. The purpose of the IT Assessment is to determine the scalability and sustainability of CITSS.

For the purposes of this Request for Proposal (RFP), *scalability* means the ability of the existing CITSS hardware, software, and business functionality to maintain acceptable performance levels when changed to meet the requirements of WCI, Inc., the Participating Jurisdictions, and any new jurisdictions at a reasonable cost and level of effort.

Future changes may relate to growth and adaptability of the CITSS application. Growth may include the addition of more users and more Participating Jurisdictions. Adaptability may include functional enhancements or changes made to CITSS without compromising the quality of performance.

For the purposes of this RFP, *sustainability* means the ability to have a stable platform that can be maintained over time at a reasonable cost and level of effort.

The comprehensive IT Assessment shall meet the following WCI, Inc. objectives:

- a. Develop a comprehensive understanding of the current processes related to application design, architecture, software development, IT infrastructure, hosting and maintenance, database management, IT security, controls, document management, system performance and other applied business operations, practices and procedures of the CITSS application.
- b. Determine the ability of the CITSS application to scale successfully to accommodate a range of future expansions to support WCI, Inc. and the Participating Jurisdictions, including an estimate of escalating costs as expansion occurs.
- c. Evaluate the efficiency and sustainability of the current business and IT processes, procedures, controls, and methodologies.
- d. Identify gaps, risks, issues and opportunities to meet WCI, Inc.'s and the Participating Jurisdictions' needs.
- e. Receive recommendations to ensure scalability and sustainability of the CITSS application, eliminate or reduce software and process inefficiencies, increase productivity, and create new functionalities that benefit the cap-and-trade program.

### 2. Background

WCI, Inc. is a non-profit corporation that provides administrative and technical services to support the implementation of state and provincial greenhouse gas (GHG) emissions trading programs.

The Board of Directors for WCI, Inc. includes officials from the provinces of Québec and British Columbia, and the State of California (hereafter referred to as Participating Jurisdictions).<sup>1</sup>

WCI, Inc. contracts with third-party technology service providers to ensure that activities are conducted in a secure, efficient manner in compliance with the regulations of our Participating Jurisdictions. The following five services are administered by WCI, Inc.:

- Compliance Instrument Tracking System Service (CITSS)
- CITSS Help Desk
- Auction and Reserve Sale Administrator Services
- Financial Services for Auctions and Reserve Sales
- Market Monitoring Services

CITSS is a custom-developed software application hosted in a virtual cloud environment. The CITSS application has been developed from a software application owned by CSRA called RIDGE™ and is subject to license restrictions. The CITSS application uses Grails for the web application framework and Java, Groovy, and JavaScript as the programming languages. The Source code created for the CITSS application is the property of CSRA. CITSS is a management and tracking system for accounts and compliance instruments issued through Participating Jurisdictions' cap-and-trade programs. CITSS tracks compliance instruments (emissions allowances and offsets) from the point of issuance by jurisdictional governments, through ownership or transfer by regulated GHG emitters and other voluntary or general market participants, and to final compliance retirement.<sup>2</sup>

### 3. Working with CSRA to Conduct the IT Assessment

CSRA has been contracted by WCI, Inc. to provide hosting services, application development, and support for the CITSS application. The selected Offeror for this RFP will work closely with WCI, Inc. who shall facilitate and establish necessary communication channels with CSRA and the Participating Jurisdictions to conduct the IT Assessment. To conduct the assessment, the Offeror will need to conduct interviews with CSRA staff, based in Virginia, and evaluate a variety of documents. These documents include contract agreements, business processes, technical documents, and other relevant material.

An outline of CSRA's services is provided below. For additional information, including more detailed descriptions of services, roles, and responsibilities as well as contractual obligations, deliverables, and acceptance criteria is available from the "Contracts and RFPs" link at the WCI, Inc. website: [www.wci-inc.org/documents.php](http://www.wci-inc.org/documents.php). For the purpose of this document, the phrase "CSRA has agreed

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<sup>1</sup> For additional information on the programs, please refer to the following websites:

California: [www.arb.ca.gov/cc/capandtrade/capandtrade.htm](http://www.arb.ca.gov/cc/capandtrade/capandtrade.htm)

Québec: [www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm](http://www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm)

Ontario: [www.ontario.ca/page/cap-and-trade](http://www.ontario.ca/page/cap-and-trade)

<sup>2</sup> For additional information on CITSS, please refer to the following websites:

CITSS (general): [www.wci-citss.org/](http://www.wci-citss.org/)

California: [www.arb.ca.gov/citss](http://www.arb.ca.gov/citss)

Québec: [www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm](http://www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm)

Ontario: [www.ontario.ca/page/cap-and-trade](http://www.ontario.ca/page/cap-and-trade)

to ...” is used to identify requirements, expectations, and performance criteria applicable to the existing system.

CSRA has agreed to provide the services in conformance with industry standards and best practices for hardware, software, and network security commensurate with the sensitivity of the application and data.

### 3.1 Hosting Services

Hosting services are managed by CSRA and contracted through a major cloud provider.

CSRA is contracted by WCI, Inc. to provide a secure and managed environment that adheres to the ANSI/TIA-942 concept of a Tier 3 Hosting / Data Center.

The CITSS Hosting Environment provided by CSRA includes:

- Reliability of provider and facilities
- Physical security of facilities
- Configuration of hosted virtual environment
- Virtual security of hosted virtual environment
  - Configuration of firewalls
  - Use of SSL (outside and internal)
  - Encryption of data
- Reliability of Supporting Services
  - Monitoring
  - Backup and recovery
  - Logging
  - Intrusion detection

CSRA has agreed to provide the following security, hosting, and management services:

- Contracting with the cloud provider
- Configuring and maintaining production, pre-production, forward development, and supporting CITSS environments as needed
- Multi-factor authentication for management consoles
- Vulnerability scanning
- Application monitoring
- Backup operations
- Emergency contacts 24 hours per day, 7 days a week
- Log management
- Security testing, including penetration testing of the infrastructure and its configuration

As part of the post-implementation operational effort, CSRA has agreed to the following system performance services:

- Application availability as defined by contract
- Performance monitoring, measurement, and reporting
- Data archiving
- Backup and recovery
- Preventative maintenance to guard against events that could impact applications in production

As a component of hosting, CSRA has prepared a Disaster Recovery Plan that, in the event of an emergency, will restore operability of the system, application, or computer facility infrastructure at an alternate site. The Disaster Recovery process shall provide:

- Restoration of databases to their state of completion as of the last fully processed transaction
- Restoration of internal databases to the state they were in before the failure
- Restart of communications and associated applications
- Broadcast of notification to all active devices once CITSS is operational

### 3.2 Application Development / Technology Management

The application serves multiple jurisdictions and allows users registered with cap-and-trade programs to track the number of compliance instruments held in accounts and to transfer those instruments between accounts.

CSRA has agreed to the following system service management as it relates to the governance, oversight, processes, and practices implemented to monitor the performance, task completion, and overall status of the CITSS application:

- Project management support
- Tracking system documentation
  - Architecture design
  - Business design
  - System security
  - System data models or data schema
  - Implementation process

### 3.3 Business Operational Processes and Procedures (including DRP/BCP)

CSRA has agreed to establish, implement, document, and demonstrate a robust Service Continuity and Disaster Recovery Plan (DRP) to ensure that, in the event of a service interruption, agreed facilities, services, and resources can be restored to operational status within a mutually agreed-upon period and level of availability.

CSRA has agreed to provide a Business Continuity Plan (BCP) to minimize the interruption of normal operations and to allow for the resumption of business processes in a timely manner. The business continuity planning process includes the following:

- Recovery, resumption, and maintenance of all aspects of technology components
- Development of enterprise-wide business continuity planning and prioritization of business objectives and critical operations that are essential for recovery
- Regular updates to the DRP/BCP based on changes in business processes, IT Assessment recommendations, and lessons learned from testing
- A cyclical, process-oriented approach that includes a business impact analysis (BIA), risk assessment, risk management and mitigation strategies, risk monitoring, testing of vital records, back-up methods, and appropriate back-up schedules for these records
- The ability to restore services at an alternate data center in the event the data processing site becomes inoperable or inaccessible

## 4. Statement of Work Summary

This section summarizes the Statement of Work (SOW) that describes the IT Assessment services WCI, Inc. is seeking from a qualified contractor. The full SOW is in Attachment A.

The IT Assessment consists of three main tasks:

### 4.1 Task 1: Prepare an IT Assessment Plan and Work Schedule

The Contractor shall prepare an IT Assessment plan and work schedule that will meet the project objectives and the timeframe outlined in Section 5 of this RFP. More detail is provided in Attachment A, Section 1.

### 4.2 Task 2: Conduct a CITSS IT Assessment

The Contractor shall assess CSRA's business and IT processes related to software development, database management, IT security controls, hosting and maintenance, project management, and overall technology management practices. The Contractor shall document comprehensive findings of the IT Assessment based on the CITSS application documentation review, as well as interviews with CSRA and Jurisdiction staff. This assessment will focus on the issues listed below; more detail is provided in Attachment A, Section 2.

#### 4.2.1 CITSS System, Technical, and Program Assessment

- System and technical components (schema and description), type of language, database, all software (logging analyzers, programming tools, etc.), security environment, documentation platform
- Software program and structure (object class or other description of program organization)
- Coding concepts or coding rules
- Framework in practice
- Code documentation: Is it embedded documentation or auto documentation?
- Software program or objects or components logic

#### 4.2.2 CITSS Database Assessment

- Overview of data organization throughout the system
- Database administration (DBA responsibilities)
- Data encryption procedure
- Data recovery mechanism
- Database performance evaluation process
- Ease of exploitation

#### 4.2.3 CITSS Hosting Assessment

- Security of the physical hosting facility
  - Certification, restricted access, vetted personnel, etc.
- Security of the virtual configuration of the hosting provider resources
  - Certifications and validation of the hosting provider resources (PCI, HIPAA, etc.)
- Firewalls, intrusion detection, monitoring, etc.
- Availability and accessibility
  - Uptime and performance of the hosting provider resources

#### 4.2.4 CITSS Security Assessment

- CSRA business practices adapted to secure their software web applications
- The internal security measures applied started from design to production environment
- The internal measures for maintaining application security as a continuous process improvement

#### 4.2.5 CSRA's Methodology and Usage of Operational Processes and Procedures Assessment

- CSRA's Agile methodology for software development and deployment life cycle
- Internal code review process
- Data integrity mechanisms
- CITSS backup, restoration of services, and logging practices
- Release and patch procedures
- Emergency procedures
- Recovery procedures (recovery to the last transaction)

### 4.3 Task 3: Prepare and Present the Draft and Final IT Assessment Reports

Based on the results of the assessment, the Contractor shall prepare and deliver to WCI, Inc. a Draft IT Assessment report, present the results to WCI, Inc., and work with WCI, Inc. to finalize the report. Further details are provided in Attachment A, Section 3 of this RFP.

## 5. General Proposal Requirements and Information

This section contains instructions for the submission of a proposal. It is the responsibility of the Offeror to carefully read and follow all proposal requirements within this RFP. Compliance with the RFP instructions is mandatory for a proposal to be considered for award. Failure to comply with the RFP 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.

### 5.1 Key Dates

The following table outlines the time schedule for this RFP. WCI, Inc. reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by posting a notice on the WCI, Inc. website at: <http://www.wci-inc.org/rfp-IT-Assessment.php>. Any clarifications to the solicitation will be issued prior to the due date and shall be provided as a notice posted on the website. WCI, Inc. reserves the right to modify or cancel this RFP in whole or in part.

Key Action	Date	Time*
RFP Available to Prospective Offerors	March 10, 2017	N/A
Offerors' Written Questions Submittal Deadline	March 17, 2017	5:00 p.m.
Question Responses Due from WCI, Inc.	March 24, 2017	5:00 p.m.

Final Date for RFP Electronic Submission/Receipt by WCI, Inc.	March 31, 2017	5:00 p.m.
Anticipated Period of Performance	June–August 2017	NA
<i>* All Times are Pacific Daylight Time (Pacific Time or PT).</i>		

All questions related to the RFP requirements must be submitted in writing by March 17, 2017 via e-mail to:

Contacts  
English: Kaveena Mathi      French: Eric Turcotte  
E-mail: [rfp@wci-inc.org](mailto:rfp@wci-inc.org)

All questions submitted via e-mail will be posted with responses on the WCI, Inc. website at: <http://www.wci-inc.org/rfp-IT-Assessment.php> on or about the date indicated above. Only information issued in writing as an official notice should be relied upon.

## 5.2 General Proposal Requirements

The proposal must contain the information outlined RFP below. The proposal must be submitted in a clear, organized manner that facilitates evaluation. Each requirement's location must be listed in the Proposal's Table of Contents.

1. The proposal should provide straightforward and concise descriptions of the Offeror's ability to satisfy all the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal. RFPs must state the Offeror's interest, ability, and commitment to complete the requested CITSS IT Assessment listed in the Statement of Work (Attachment A).
2. Offerors must use Arial 11-point font, single spacing, and one-inch margins.
3. The Offeror agrees not to bring, and waives any right it may have to bring, any claim action or proceeding for damages of any kind, including indirect, consequential, or special damages or lost profits against WCI, Inc., any Participating Jurisdiction, any funding entity of WCI, Inc., or any director, officer, employee, or agent of any of the foregoing which arises from, relates to, or is connected with this RFP, including the RFP's competitive process, the evaluation of proposals, the selection of a successful Offeror, and any failure to enter into an Agreement with an Offeror.

Awards, if any, shall be made to a qualified and responsible Offeror whose bid is responsive to this solicitation. A responsible Offeror is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.

4. The proposal must contain all of the components, information, and documents as outlined below:

<b>Required Proposal Sections</b>	
	Title Page
	Cover Letter
	Table of Contents
	Executive Summary
	Technical Proposal (See RFP Section 6) <ul style="list-style-type: none"> <li>• Experience on Similar Projects</li> <li>• Key Personnel's Qualifications and Relevant Experience</li> <li>• Technical Approach</li> <li>• Draft Technology IT Assessment Plan and Schedule</li> <li>• Management Plan</li> <li>• Potential Conflicts of Interest</li> </ul>
	Cost Proposal (See Section 7), including Price and Payment Criteria
	Offeror's Terms and Conditions
	Offeror's Reference Form (See the template in Attachment H)
	Résumés

**a. Title Page.**

- Title: CITSS IT Assessment
- RFP No. 2017-01
- Date of Bid Submission
- Company Name

**b. Cover Letter.** The cover letter must not be more than two (2) pages, in Arial 11, or similar, font, with no less than one-inch margins, and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm:

*“The enclosed proposal is submitted in response to the above-referenced RFP #2017-01, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the RFP, and agree that any inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the RFP, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.”*

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

- The name and address of the company (Note: A Post Office box may be used, but the company's street address must be provided for records).
- The name, title, and signature of a company official. Only an individual who is authorized to bid on behalf of the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

**c. Table of Contents.**

**d. Executive Summary.** The summary shall not be longer than one (1) page. It shall include a brief description summarizing the proposal.

**e. Technical Proposal.** The details to be included in the Technical Proposal can be found in Section 6 of this RFP, Technical Proposal Requirements.

**f. Cost Proposal.** The details to be included in the Cost Proposal can be found in Section 7 of this RFP, Cost Proposal Requirements.

**g. Offeror's Terms and Conditions.** This section includes the Offeror's terms and conditions for performing the work.

**h. Offeror's Reference Form.** Three (3) references illustrating previous work experience (See Attachment H).

**i. Résumés.** Résumés for the proposed project participants.

### 5.3 Proposal Submission

1. The proposals may be submitted in either English or French.
2. Proposals must be received electronically as a single Portable Document Format (PDF) file at [rfp@wci-inc.org](mailto:rfp@wci-inc.org) by the deadline noted in Section 5.1, Key Dates. The format must be text-searchable and not a scanned or "image only" document. Offeror's Proposals received after the final date and time for submission/receipt by WCI, Inc. may be considered at WCI, Inc.'s discretion.
3. Each proposal will be audited to determine if it meets the proposal requirements contained in Section 6, Technical Proposal Requirements and Section 7, Cost Proposal Requirements. Failure to meet the requirements for the RFP may be a cause for rejection of the proposal.
4. 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 RFP document or excuse the Offeror from full compliance with all requirements if the Offeror is awarded the Agreement.
5. WCI, Inc. may modify the RFP up until the final date for proposal submission/receipt by WCI, Inc., identified in Section 5.1, Key Dates by the issuance of a notice posted on the WCI, Inc. website.
6. WCI, Inc. reserves the right to reject all proposals.
7. 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 Offeror has submitted more than one proposal for the work contemplated herein may cause the rejection of all proposals submitted by that Offeror. If there is reason to believe that collusion exists among the Offerors, none of the participants in such collusion will be considered in this procurement.

## 5.4 Modification and/or Withdrawal of Proposals

1. An Offeror may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new complete proposal as described in Submission of Proposals above, prior to the final date for proposal submission, defined in Section 5.1, Key Dates. Modifications offered in any other manner, oral or written, will not be considered.
2. An Offeror may withdraw its proposal by submitting a written withdrawal request to WCI, Inc. signed by the Offeror or an agent authorized in accordance with Section 5.6, Signature. An Offeror may thereafter submit a new complete proposal as described in Submission of Proposals above, prior to the final proposal submission deadline defined in Section 5.1, Key Dates. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

## 5.5 Offeror's Responsibilities

1. Offerors should carefully examine the entire RFP, with special attention to the tasks and deliverables and proposal requirements. Offerors shall investigate obstacles that might be encountered while planning and performance of the agreed tasks. No additions or increases to the Agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this solicitation, Offerors should review their response, correct all errors, and confirm compliance with the RFP requirements.
3. All costs and expenses incurred by the Offeror in connection with this RFP, including costs incurred for developing proposals in anticipation of award of the Agreement and prior to any execution of the Agreement, are entirely the responsibility of the Offeror and shall not be charged to WCI, Inc.
4. It is the Offeror's responsibility to promptly notify WCI, Inc. by e-mail if the Offeror believes that the RFP is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification must be made immediately upon receipt of the RFP so that the matter may be fully considered and appropriate action taken by WCI, Inc.
5. Each proposal constitutes an irrevocable offer for a period of one-hundred-and-eighty (180) working days after proposal submission.

## 5.6 Signature

1. All documents requiring signatures contained in the original proposal package must have the Offeror's authorized personnel signatures.
2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

## 5.7 Disposition of Proposals

1. Upon proposal opening, all materials (documents, disc, and electronic content) submitted in response to this RFP will become the property of WCI, Inc. and shall not

be returned to the Offeror. An Offeror has no right to audit any proposal made by any other Offeror. All submitted materials will be held in confidence subject to applicable laws.

2. The successful Offeror's entire proposal, with the exception of 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. Any prototypes submitted will not be a public document or record.

## 6. Technical Proposal Requirements

All pages of the Technical Proposal, including cover pages, table of contents, references, and résumés, shall have the following header and page numbering format in the upper right-hand corner:

Offeror Name (Agency, Firm, Individual)  
RFP No. 2017-01  
Page ## of ##

There is no page limit to the technical proposal, but Offerors are requested to be as succinct as possible in their responses. Offerors must use Arial 11-point font, single spacing, and one-inch margins.

### 6.1 Experience of the Offeror on Similar Projects

The Offeror shall provide three (3) references for services previously provided commensurate to the scope, complexity, and level of service required for the Work. References must be provided using Attachment H. Offeror References Form.

### 6.2 Key Personnel's Qualifications and Relevant Experience

The Offeror shall provide brief summaries of the personnel proposed to conduct the CITSS IT Assessment outlined in the Statement of Work, including:

- Current titles, tasks, roles, and responsibilities
- Participation in similar projects
- Roles and authorities of each professional to be performed in the CITSS IT Assessment

WCI, Inc. expects the IT Assessment team will, at a minimum, include the following personnel to conduct the CITSS Technology Assessment:

- Information technology reviewer/assessor
- Project manager
- System/functional senior analyst or architect
- Security expert
- Database subject matter expert
- Software and data infrastructure expert

However, WCI, Inc. recognizes that a professional may qualify for more than one profile/skill and shall consider other relevant experiences as deemed essential for the job.

If subcontractors are to be used, the Offeror must include in the Technical Proposal a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by WCI, Inc., and no work shall be subcontracted without the prior written approval of WCI, Inc. The Contractor shall not substitute subcontractors without prior written approval of WCI, Inc.

The Offeror's personnel will be evaluated on the extent to which they possess the appropriate technical knowledge, experience, and expertise to perform the tasks described in Attachment A. The qualifications and experience of key personnel shall be evaluated through information provided in the Technical Proposal and the personnel résumés.

The Offeror shall designate a Project Manager to ensure to the greatest degree possible that the agreed-upon levels of service are provided and to serve as the primary point of contact with WCI, Inc. The Project Manager or acting alternate must be available to provide support to WCI, Inc. during normal business hours (8:00 a.m. to 5:00 p.m.) Pacific Time, Monday through Friday, excluding holidays recognized by both the U.S. and Canada). At the discretion of WCI, Inc., normal business hours may be adjusted as needed to better serve the needs of the Participating Jurisdictions' programs.

It is the responsibility of the Contractor to maintain adequate and qualified staffing to perform the CITSS IT Assessment. If necessary, the Contractor may replace or add Key Personnel to provide the services with prior written notice to WCI, Inc. The Contractor shall ensure that all staff assigned within thirty (30) days of the effective date of the Agreement and all future staff added to perform Work for the Agreement are sufficiently trained, qualified to perform activities, and properly identified and evaluated for security purposes, including meeting the regulatory specifications for access to CITSS. All conflict-of-interest and confidentiality forms for personnel must be signed and submitted to WCI, Inc. within five (5) days of assignment to the project and prior to gaining access to data.

### 6.3 Technical Approach to the Assessment

The Offeror shall provide a brief (one page or less) outline demonstrating a solid grasp of the subject area, as well as a sound, feasible, and achievable technical approach to the project. The outline should include processes, procedures, and specific techniques that will be used, as well as administrative and operational management controls to ensure timely delivery and high-quality performance of each task required in Attachment A (Statement of Work).

The Offeror shall indicate how its knowledge and skills developed in previous work will be applied to the RFP's tasks. Offerors may use sample deliverables and examples from other projects to describe how the tasks will be performed.

The presentation should outline an approach and plan to provide services that demonstrates understanding of the objectives of the CITSS IT Assessment and the method adopted to accomplish such objectives.

The description shall outline the approach for performing each of the tasks in the Statement of Work (Attachment A) discussing the following:

- Current services or programs offered that will be used to meet the objectives of the CITSS IT Assessment.
- Administrative and operational management controls that will be used to ensure timely delivery and high-quality performance of each task.
- A timeline for all assessment activities to be performed, as needed, to meet the objectives of the CITSS IT Assessment.
- Any key anticipated risks, issues, or potential technical barriers to successful performance of each task within the timeline presented, as well as methods to resolve these risks.
- Alternatives and options leading to effective solutions to achieve the purpose of this project and to ensure that each task is successfully completed within the indicated schedule.

#### 6.4 Draft Technology IT Assessment Plan and Schedule

The Offeror shall provide a Draft IT Assessment Plan and Schedule based on requirements outlined in the Statement of Work (Attachment A). The Draft IT Assessment Plan provided in the proposal must include a proposed IT Assessment report format based on requirements outlined in the Statement of Work.

#### 6.5 Management Plan

The Offeror shall provide a Management Plan, including a management structure and project organization that is capable of providing effective project control. A major consideration in the evaluation of the Management Plan will be the Offeror's strategy to ensure effective communication and coordination with WCI, Inc. The proposal must list the hours and overall percentage of time of the key personnel dedicated to the Contract for each work area/topic they intend to perform during the IT Assessment. The Management Plan shall address the following points:

- Clear delineation of all project management responsibilities, processes, and coordination with WCI, Inc. necessary to ensure successful completion of required tasks.
- A description explaining what processes, tools, and/or techniques the Contractor will utilize to manage the workflow in order to stay on schedule.
- Steps that will be taken to remedy any unplanned deviations from the schedule.
- Specific performance metrics that may be used to gauge progress of the implementation of task requirements, including the format for monthly progress reports that can be used to monitor performance and progress of each task. The monthly progress reports should include, among other factors, activities undertaken during the month; hours worked during the month by each of the Key Personnel, along with total hours; activities anticipated for the following month; any issues encountered with resolution plans; and key deliverables.
- Demonstrate understanding of the major risks involved with the CITSS IT Assessment, as well as a clear, workable plan to mitigate the identified risks.

#### 6.6 Potential Conflicts of Interest

The Offeror shall describe its process for identifying potential, perceived, and real conflicts. The Offeror shall also describe the process for how identified conflicts will be mitigated.

Any final contractor and its agents, representatives, and subcontractors must mitigate conflicts of interest between the CITSS IT Assessment required under this Agreement and services provided by the Contractor to other clients or the Contractor's other business operations. The Offeror must describe any potential real or perceived conflicts of interest and outline any formal policies or procedures that will identify and mitigate conflicts of interest, and ensure that the Offeror's organization, management, and employees avoid financial interests and activities that potentially create conflicts of interest.

## 7. Cost Proposal Requirements

The cost proposal shall include an estimate of the level of effort for each task and technology component of the IT Assessment, as well as a proposed price for each task. For each task, the proposed price shall be based on a Fixed Price term contract to complete the scope of work in the three-month timeline. WCI, Inc.'s budget for the proposed contract is \$150,000 to \$250,000 (U.S. dollars).

An Offeror shall provide its best estimate of the price for providing the work outlined in the Statement of Work. For deliverables that require a draft and final deliverable, the cost proposal should include a price for the final only, and that price must be inclusive of all costs to produce the draft and final deliverable. No payment will be made for draft deliverables. The winning Offeror is required to provide the services at the proposed price unless both parties agree to a modification.

The Offeror's best estimate of total costs shall be inclusive of all costs (except where explicitly noted), and shall represent the total maximum consideration to be paid to the Contractor in compensation for all of the Contractor's expenses incurred in the performance of the Work. The cost proposal should be consistent with the project schedule proposed in the Technical Approach. Any cost/schedule trade-offs should be clearly explained; for example, if an accelerated schedule would entail higher costs, these costs should be fully disclosed.

An example Cost Proposal is provided below in a format to provide detail for review. Price and payment and invoicing criteria based on the Cost Proposal are discussed in Section 7.1, Price and Payment Criteria and in Attachment B, Budget Detail and Payment Provisions.

Offerors are not required to use the exact format of the example cost proposal table below, but the level of detail for the cost proposal must be consistent with the table.

Task	Task Description / Deliverable	Level of Effort	Price
1	IT Assessment Plan and Work Schedule		
2	CITSS IT Assessment (total for task)		
2.1	CITSS System, Technical, and Program Assessment		
2.2	Database Assessment		
2.3	Security Assessment		
2.4	Hosting Services Assessment		
2.5	Methodology and Usage of Operational Processes and Procedures		
2.6	Presentation of Technology IT Assessment results		
3	Draft and Final Technology IT Assessment Reports		
	<b>Total for All Tasks</b>		

### 7.1 Price and Payment Criteria

1. Payments made by WCI, Inc. shall be dependent on the acceptance of deliverables in writing by WCI, Inc. as defined in Attachment A. Acceptance of a deliverable is at the sole discretion of WCI, Inc. and that acceptance will be provided in writing only after it is confirmed that the deliverable meets all requirements in the SOW and all WCI, Inc. comments are addressed. Requirements for invoicing for payments are described in Attachment B: Budget Detail and Payment Provisions.
2. Monthly Reports and deliverables shall be submitted electronically to WCI, Inc.
3. Contractor understands and agrees that this is a firm fixed-price contract and that there shall be no allowances or reimbursement for any additional costs except as otherwise explicitly provided in this Agreement.
4. Contractor agrees to fulfill its obligation under this Agreement, regardless of cost, for the sole and sufficient compensation stated in this section, with no expectation of additional compensation. WCI, Inc. will not be obligated to pay the Contractor any amount in excess of the fixed price specified in this section.
5. Payment shall be in U.S. dollars.

### 8. WCI, Inc. Evaluation Process

WCI, Inc. may elect to enter into a contract with qualified Offeror(s) offering the highest overall value, considering both the Technical Evaluation and Cost Evaluation.

If a written contract cannot be negotiated, approved, and executed with the selected Offeror(s), WCI, Inc. may, at its sole discretion at any time, terminate negotiations with that Offeror and either negotiate a contract with the Offeror with the next highest value or choose to terminate the solicitation and not enter into a contract with any of the Offerors.

## 8.1 Technical Evaluation

WCI, Inc. will conduct an evaluation of the Offeror's proposal to provide the services outlined in Attachment A (Statement of Work). WCI, Inc. will score the Offeror's proposal using the following criteria:

- Technical Approach: 45 points
- Corporate Experience: 15 points
- Personnel: 30 points
- Management Plan: 10 points

In evaluating the Technical Approach, WCI, Inc. will consider submitted proposals and evaluate each Offeror's offering for services focusing on the following elements:

- Demonstration of sound, feasible, and achievable technical approaches to accomplishing the project, clearly describing the project's objectives and the proposed approaches to meet the requirements defined in the SOW
- Demonstration of a solid grasp of the subject area, including familiarity with best industry practices related to the configuration and the operation of hosting environment, application development, and business continuity practices
- Demonstration of any technical barriers, anticipated major difficulties, and recommendations for their resolution

## 8.2 Cost Evaluation

Cost proposals will be evaluated by WCI, Inc. based on the following:

1. Cost Reasonableness: WCI, Inc. will assess the clarity, reasonableness, and potential risks of the cost estimate provided by the Offeror. WCI, Inc. will consider the basis for the cost estimate provided by the Offeror, including the combination of factors that make up the cost estimate. The cost reasonableness will evaluate how well the Cost Proposal aligns with the work proposed in the Technical Proposal. This first part of the cost evaluation will be based on a determination that the Offeror's cost estimate is reasonable for further evaluation. Any bid determined to have unreasonable cost estimates will not be evaluated further.
2. Cost Estimate: The technically qualified proposal that has the lowest final price shall be given a maximum cost score of 50 points. All other technically qualified proposals will receive a cost score calculated as the ratio of the lowest price proposal to the Offeror's price, multiplied by the maximum cost estimate points available (50).

WCI, Inc. will select the Offeror(s) that offers the highest overall value, after thorough consideration of the Technical Evaluation and Cost Evaluation for providing CITSS IT assessment, along with other factors.

## ATTACHMENT A: STATEMENT OF WORK

This following Statement of Work (SOW) describes the services WCI, Inc. is seeking from a qualified contractor to plan and conduct an IT Assessment to assess the scalability and sustainability of the Compliance Instrument Tracking System Service.

### I. Project Tasks

The Contractor's IT Assessment shall include the following:

#### 1. Prepare IT Assessment Plan and Work Schedule

The Contractor will attend a kick-off meeting with WCI, Inc. and Participating Jurisdiction representatives to discuss the project. The Contractor shall develop and submit a Draft and Final IT Assessment Plan ("Plan") and Work Schedule outlining how the Contractor will conduct the IT Assessment and when the subtasks will take place. The Contractor must adequately plan and document the work necessary to address the IT Assessment objectives. The Contractor must plan the IT Assessment to obtain reasonable assurance that the evidence and information available is sufficient and appropriate to support the Contractor's findings and recommendations. After receipt of the Draft Plan, the Contractor will present the results to WCI, Inc. and the Participating Jurisdictions, who shall then provide comments on the Plan. The Contractor will work with WCI, Inc. to finalize the Plan.

The IT Assessment Plan must include a clear description of the following:

- IT Assessment objectives and scope.
- Information and materials that the contractor will need to collect in order to conduct the IT Assessment.
- Industry best practices and performance standards that are applicable and will be utilized to conduct the IT Assessment.
- Methods and procedures for conducting the assessment.
- Metrics to support findings and criteria used for determination and development of recommendations.
- A proposed Final Report format template.

Included in the Statement of Work discussion for each technology component is a list of scope details outlining potential areas for assessment. It is not required that each item listed be assessed. The Plan should include the Contractor's recommendations of the most critical areas or topics (e.g., the top three to ten area/topics) to be assessed to meet the objectives of the IT Assessment).

#### 2. Conduct CITSS IT Assessment

The Contractor shall assess CSRA's business practices on software development, hosting and maintenance, project management, and overall technology management practices that shall include, but not limited to the following components:

- CITSS System, Technical, and Program Assessment, including but not limited to Application Architecture, Design, and Development
- Database Assessment

- Hosting Services
- Security Assessment
- Methodology and Usage of Operational Processes and Procedures

WCI, Inc. shall provide a secure document repository to access and upload any documents. The Contractor shall have access to the documents for each category. See Attachment C.

## 2.1 CITSS System, Technical, and Program Assessment

The assessment of the Application architecture, design, and development shall include an evaluation of architecture, including:

- Architecture and technologies applied to develop the application. An assessment of the formalized standards set by the service provider for software development life cycle procedures, including requirement gathering, design, development, testing, and deployment.
- Internal IT Assessment and approval processes at the various stages of the development life cycle.
- Reporting capabilities and the efficiency of data processing.
- Code and coding practices to ensure that the application will continue to be a viable platform in the foreseeable future. Identify components that may be technologically aging and less likely to be supported in the future technology sector.
- CITSS capabilities and constraints to integrate new jurisdictions in a multilingual context.
- The ongoing program maintenance, monitoring procedures, and data protection of CITSS.
- CITSS application/code, to identify any inconsistencies with current best management practice.
- Compliance with WCAG 2.0 Level A/AA.
- CITSS usability based on industry best practices in the context of a web-based application running with a PC web browser.
- The accuracy and dependability of processes adopted by the service provider associated with interaction with other applications and tools.

## 2.2 CITSS Database Assessment

The assessment of database shall include evaluation of:

- CSRA data organization throughout the system.
- The current database administration process including the DBA responsibilities.
- CSRA's data encryption procedure in place today.
- CSRA's data recovery mechanism.
- CSRA's database performance evaluation process.
- CITSS database to identify any inconsistencies with current best management practices.

## 2.3 CITSS Hosting Services Scope Details

The assessment of hosting services shall include evaluation of:

- The current hosting environment's ability to meet CITSS operating requirements, including system architecture, hardware, software, automation tools, audit logging and analysis, transaction tracking (online), and services.
- The hosting environment configuration and the supporting processes and procedures to ensure the hosting solutions are consistent with current best security management practices.
- The accuracy and reliability of automated information processes and associated management information systems. This includes evaluation of communication security, network security, and information transfer.
- The architecture, technologies, people, policies, and procedures implemented in CITSS to maintain the system security and integrity, e.g., SSL connections, firewalls, servers, application update frequencies, etc.
- The contractual agreements for services listed in Section 1.1 above in terms of security.
- The procedures and processes for hot fixes, service packs, updates, and patches.
- Security of CSRA's data processing resources adapted to meet CITSS operating requirements that includes system architecture, hardware, software, automation tools, and services.
- The access controls, business requirements of access controls, user access management, user responsibilities, system, and application access controls.
- The Intrusion Detection and Malicious Activity Detection.
- The monitoring processes adapted by CSRA to track and address incidents and issues that may impair security.
- CSRA's risk assessment and issue management process in terms of security.
- The servers (virtual and physical), network, databases, and back-up monitoring processes.

## 2.4 CITSS Security Assessment

The security assessment shall include the evaluation of:

- CSRA business practices adapted to secure their software web applications.
- CSRA's internal security measures applied started from design to production environment.
- CSRA's internal measures for maintaining application security as a continuous process improvement.
- The overall system security policies and mitigation plans, including potential risks and threats to WCI, Inc. / Participating Jurisdictions.

## 2.5 CSRA's Methodology and Usage of Operational Processes and Procedures Assessment

The assessment of CSRA's methodology and usage of business operational processes and procedures shall include the evaluation of:

- CSRA's Agile methodology for software development and deployment life cycle.

- CSRA's internal code review process.
- CSRA's data integrity mechanisms.
- Business impact analysis, processing time, access rights and controls, back-ups, staffing, hardware, software, security controls, testing processes, and confidentiality of handling data-restoring processes.
- CSRA's existing contingency plans, recovery solutions crucial for uninterrupted business operations in the event of catastrophic disaster, assurances in the event of failure, and policies and procedures aligning with WCI, Inc. contractual requirements.
- CSRA's monitoring process, risk assessment, implemented controls, assurances, incident, problem, and issue management processes.

### 3. Prepare and Present Draft and Final IT Assessment Reports

The Contractor shall deliver to WCI, Inc. electronic copies (in Microsoft Word and PDF) of the Draft IT Assessment report for review.

After receipt of the Draft IT Assessment Report, the Contractor shall present the findings, observations, and recommendations. The presentation must include:

- The basis for each finding
- How findings relate to the objectives (scalability and sustainability) of the IT Assessment.
- Prioritized recommendations for improvements while documenting the pros and cons.
- An implementation plan to address the recommendations that identifies the timeline to implement such recommendations, and estimated costs for such implementation.

After the presentation, WCI, Inc. and the Participating Jurisdictions shall provide comments on the Draft Technology IT Assessment Report. The Contractor shall incorporate the comments into the report prior to submission of the final report.

Below is a sample outline for an IT Assessment report. This outline is provided as an example only, to illustrate a minimum expected level of organization and content. In reporting findings, observations, and recommendations, additional sections may be included based on the proposed methods and the results of the assessment.

1. Executive Summary
2. Overview and IT Assessment Objectives
3. Scope and Methodology
4. Observations and Analysis
  - a. Application Development/Management of Technology
  - b. Database Overview
  - c. Hosting Services
  - d. Security Assessment
  - e. Methodology and Usage of Operational Processes and Procedures
  - f. Other Recommendations
5. Recommendations
  - a. Application Development/Management of Technology

- b. Database Overview
  - c. Hosting Services
  - d. Security Assessment
  - e. Methodology and Usage of Operational Processes and Procedures
  - f. Other Recommendations
6. Implementation Plan with timeline
  7. Cost Estimates
- Appendices (All findings from the IT Assessment)

## II. Contractor Deliverables

### Task 1 Deliverables: Develop IT Assessment Work Plan and Schedule

The Contractor shall develop and submit a Draft and Final Work Plan meeting the requirements of the SOW. Upon receipt of the Draft Work Plan, WCI, Inc. and the Participating Jurisdictions shall provide comments to the Contractor on the strengths and weaknesses of the Draft Work Plan in terms of meeting the requirements laid out in the SOW. Upon receipt of the comments, the Contractor will finalize the Work Plan for approval by WCI, Inc.

#### **Deliverables:**

- **Draft Work Plan:** The Contractor shall deliver a Draft Work Plan two weeks after contract initiation. The plan shall cover all details as specified in Statement of Work.
- **Final Work Plan:** The Contractor shall deliver the Final Work Plan one week after receipt of comments from WCI, Inc. / Participating Jurisdictions.

### Task 2 Deliverable: Conduct IT Assessment

The Contractor shall document comprehensive findings of the IT Assessment based on the CITSS application documentation review and interviews with CSRA and Jurisdiction staff.

#### **Deliverable:**

- The Contractor shall deliver comprehensive findings to WCI, Inc.

### Task 3 Deliverables: Draft and Final IT Assessment Reports

The Contractor shall deliver a Draft IT Assessment Report and a Final IT Assessment Report. Upon receipt of the Draft IT Assessment report, WCI, Inc. and the Participating Jurisdictions shall provide comments to the Contractor on the strengths and weaknesses of the Technology IT Assessment report in terms of meeting the requirements laid out in the SOW. Upon receipt of the comments, the Contractor will finalize the Technology IT Assessment Report for approval by WCI, Inc.

**Deliverables:**

- **Draft IT Assessment Report:** The Contractor shall deliver a Draft IT Assessment report based on the Final Work Plan and Schedule.
- **Final IT Assessment Report:** Within two weeks of receipt of WCI, Inc.'s comments on the Draft IT Assessment Report, the Contractor shall deliver to WCI, Inc. electronic copies of the Final IT Assessment report in Microsoft Word and PDF formats.

## ATTACHMENT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### A. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoice, WCI, Inc. agrees to compensate the Contractor in accordance with the Contractor's Cost Proposal, which is incorporated as Attachment G. The maximum payable will not exceed the value identified in the Standard Agreement. Compensation refers to the consideration to be paid to Contractor for all of Contractor's services provided and costs incurred to fulfill its duties and obligations in connection with the Agreement.
- b) The Contractor shall be paid upon WCI, Inc.'s acceptance of stated final deliverables as defined in the Statement of Work in Attachment A. Acceptance of a deliverable is at the sole discretion of WCI, Inc. and will be provided in writing only after it is confirmed that deliverables meet all requirements in the SOW and all WCI, Inc. comments are addressed. Up to three invoices may be submitted based on acceptance of the following deliverables:
  - (1) Payment for the IT Assessment Plan and Work Schedule task may be invoiced upon acceptance of the Final IT Assessment Plan and Work Schedule.
  - (2) Payment for conducting the IT Assessment may be invoiced upon delivery of Assessors comprehensive findings.
  - (3) Payment for the Draft IT Assessment Report, Presentation of Draft IT Assessment Report and Final IT Assessment Report may be invoiced upon acceptance of the Final IT Assessment report.

Invoices shall include the Agreement Number and summary of services performed for the amount invoiced. Invoices shall be submitted in arrears after acceptance of each deliverable. No payment will be made for draft deliverables. Each item in the invoice must correspond to costs identified in this attachment and Attachment G. Invoices shall be submitted to the following address:

**Western Climate Initiative, Inc.  
980 Ninth Street, Suite 1600  
Sacramento, CA 95814**

## ATTACHMENT C: ACCESSIBLE DOCUMENTS

WCI, Inc. shall provide a secure document repository to access and upload any documents. The Contractor shall have access to the following documents for each category.

Categories	Documents and Content of Documents
CITSS System, Technical, and Program Assessment	<ul style="list-style-type: none"> <li>- Overview of components</li> <li>- Schemas</li> <li>- Log management</li> <li>- Data storage</li> <li>- Security tools and posture</li> <li>- Type of language</li> <li>- Programming tools</li> <li>- Documentation platform</li> <li>- Software framework</li> <li>- Software program structure</li> <li>- Coding concepts or rules</li> <li>- Pair programming</li> <li>- Test-driven development</li> <li>- Codenarc (include description of custom rules)</li> <li>- Coding standards</li> <li>- Code documentation process</li> <li>- Process for code check-ins</li> <li>- Stories closing process</li> <li>- Code reviews, code coverage</li> </ul>
CITSS Database Assessment	<ul style="list-style-type: none"> <li>- Overview of data organization</li> <li>- Data administration includes MYSQL configuration, backup management</li> <li>- Amazon Relational Database Service (RDS)</li> <li>- Data encryption procedures</li> <li>- Data recovery mechanism</li> <li>- Data performance evaluation process</li> <li>- Ease of exploitation</li> </ul>
CITSS Hosting Assessment	<ul style="list-style-type: none"> <li>- Description of physical structure and processes</li> <li>- Internal hosting processes</li> <li>- CITSS web application hosting procedure</li> <li>- Testing environments</li> <li>- Production environments</li> <li>- Operations management</li> <li>- Approach on capacity assessment of infrastructure</li> <li>- Adjustment capabilities</li> </ul>
CITSS Security Assessment	<ul style="list-style-type: none"> <li>- Business practices for secure software web application</li> <li>- CSRA resources</li> <li>- Internal maintenance measures</li> <li>- Application security measures</li> <li>- Continuous process improvement</li> <li>- Access management</li> <li>- Developer training</li> <li>- Backlog management</li> <li>- Release management</li> <li>- Threat response process</li> </ul>
CSRA's Methodology and Usage of Operational Processes and Procedures	<ul style="list-style-type: none"> <li>- CSRA's Agile methodology and SDLC</li> <li>- Engineering principles, procedures, team principles, and workflows</li> <li>- Internal code review process</li> <li>- Data integrity mechanisms</li> </ul>

## ATTACHMENT D: INDIVIDUAL CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

I certify that I and any member of my immediate family (parents, siblings, spouse, children, or domestic partner) are not a partner, director, manager, officer, key employee, or beneficial owner of more than five percent (5%) of the voting interests of any entity that is subject to any of the provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity.

I certify that if I or any member of my immediate family becomes a partner, director, manager, officer, or key employee, or acquire beneficial ownership of more than five percent (5%) of the voting interests of any entity that is subject to any of the provisions of the GHG reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity, I will immediately disclose this information to \_\_\_\_\_, who will disclose this information to WCI, Inc.

I certify that I and any member of my immediate family are not a partner, director, manager, officer, or key employee of, or a beneficial owner of more than five percent (5%) of the voting interests of, any entity that owns, trades, facilitates trades, or advises on trades in instruments (such as derivatives) that derive their value in whole or in part from the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity.

I certify that if I or any member of my immediate family becomes a partner, director, manager, officer, or key employee of, or a beneficial owner of more than five percent (5%) of the voting interests of, any entity that owns, trades, facilitates trades, or advises on trades in instruments (such as derivatives) that derive their value in whole or in part from the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity, I will immediately disclose this information to \_\_\_\_\_, who will disclose this information to WCI, Inc.

I certify that I will not accept any gift, benefit, gratuity, or consideration from anyone other than my employer, based on any understanding that it would influence my performance under this Agreement.

I certify that I will keep confidential and secure and will not copy, give, or otherwise disclose to any other person or entity who has not signed a copy of this Conflict of Interest and Confidentiality Statement, all appropriately marked or verbally deemed confidential information concerning the Project (as defined in the Work Schedule) and any other confidential or proprietary information which I learn or acquire in the course of performing duties under the Agreement, and I will follow any instructions provided by the WCI, Inc. Project Manager relating to the confidentiality of Project information. I understand that the information that must be kept confidential ("confidential information") includes, but is not limited to:

- a) All data, analyses, specifications, requirements, concepts, and discussions received from WCI, Inc., any Participating Jurisdiction, or any funding entity in the course of performing requirements under the Project.

- b) Any personally identifying information, proprietary process, or sensitive, non-public market data.
- c) Any third-party confidential information included with, or incorporated in, information provided by WCI, Inc., any Participating Jurisdiction, or any funding entity, or otherwise obtained in the course of performing requirements under the Project.
- d) Communications with staff of WCI, Inc., any Participating Jurisdiction, or any funding entity related to any of the requirements under the Project, including oral discussions, telephone conversations, e-mails, attachments, letters, and faxes.
- e) All notes, data, analyses, compilations, or reports prepared by me that contain or are based upon confidential information.

I certify that I will not use confidential information, or any part thereof, in the performance of services or for the benefit of any person or entity, in any form, whether gratuitously or for valuable consideration, except as provided under the Project, without the prior written consent of WCI, Inc. I understand that \_\_\_\_\_ is authorized to disclose information pursuant to law or legal process.

I certify that if I leave this Project before it ends, or at the termination of the Project, I will return all confidential information and copies thereof in my possession or control to \_\_\_\_\_, and I will not disclose such information or otherwise make it available, in any form or manner, to any other person or entity. I certify that I have read and understand this Conflict of Interest and Confidentiality Statement, including the requirements set forth therein related to conflict of interest, confidentiality, and limitations on the use of confidential information.

I certify that I understand that any unauthorized disclosure of confidential information will be handled in accordance with the Confidentiality section of the Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Capitalized terms used but not defined in this Conflict of Interest and Confidentiality Statement shall have the meanings assigned to such terms in the Standard Agreement, dated \_\_\_\_\_, between Western Climate Initiative, Inc. and \_\_\_\_\_.

## ATTACHMENT D1: ORGANIZATION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

I certify that \_\_\_\_\_ is not a beneficial owner of more than five percent (5%) of the voting interests of any entity that is subject to any of the provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity.

I certify that if \_\_\_\_\_ acquires beneficial ownership of more than five percent (5%) of the voting interests of any entity that is subject to any of the provisions of the GHG reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity, I will immediately disclose this information to WCI, Inc.

I certify that \_\_\_\_\_ is not a beneficial owner of more than five percent (5%) of the voting interests of any entity that owns, trades, facilitates trades, or advises on trades in instruments (such as derivatives) that derive their value in whole or in part from the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity.

I certify that if \_\_\_\_\_ acquires beneficial ownership of more than five percent (5%) of the voting interests of any entity that owns, trades, facilitates trades, or advises on trades in instruments (such as derivatives) that derive their value in whole or in part from the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity, I will immediately disclose this information to WCI, Inc.

I certify that \_\_\_\_\_ will not accept any gift, benefit, gratuity, or consideration from anyone, based on any understanding that it would influence my performance under this Agreement.

I certify that \_\_\_\_\_ will keep confidential and secure and will not copy, give, or otherwise disclose to any other person or entity who has not signed a copy of this Conflict of Interest and Confidentiality Statement, all appropriately marked or verbally deemed confidential information concerning the Project any other confidential or proprietary information which \_\_\_\_\_ learns or acquires in the course of performing duties under the Agreement, and will follow any instructions provided by the WCI, Inc. Project Manager relating to the confidentiality of Project information.

\_\_\_\_\_ understands that the information that must be kept confidential (“confidential information”) includes, but is not limited to:

- a) All data, analyses, specifications, requirements, concepts, and discussions received from WCI, Inc., any Participating Jurisdiction, or any funding entity in the course of performing requirements under the Project.
- b) Any personally identifying information, proprietary process, or sensitive, non-public market data.
- c) Any third-party confidential information included with, or incorporated in, information provided by WCI, Inc., any Participating Jurisdiction, or any funding entity, or otherwise obtained in the course of performing requirements under the Project.

- d) Communications with staff of WCI, Inc., any Participating Jurisdiction, or any funding entity related to any of the requirements under the Project, including oral discussions, telephone conversations, e-mails, attachments, letters, and faxes.
- e) All notes, data, analyses, compilations, or reports prepared by \_\_\_\_\_ that contain or are based upon confidential information.
- f) All other information identified in the Agreement as Confidential Information.

I certify that \_\_\_\_\_ will not use confidential information, or any part thereof, in the performance of services or for the benefit of any person or entity, in any form, whether gratuitously or for valuable consideration, except as provided under the Project, without the prior written consent of WCI, Inc. I understand that \_\_\_\_\_ is authorized to disclose information pursuant to law or legal process.

I certify that \_\_\_\_\_ understands that any unauthorized disclosure of confidential information will be handled in accordance with the Confidentiality section of the Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Capitalized terms used but not defined in this Conflict of Interest and Confidentiality Statement shall have the meanings assigned to such terms in the Standard Agreement, dated \_\_\_\_\_, between Western Climate Initiative, Inc. and \_\_\_\_\_.

## ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS

WCI, Inc. retains the right to increase insurance requirements when additional risk exposures are evident.

Throughout the life of the Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) (Company) rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- 1. Commercial General Liability Insurance.** Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent) with limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations aggregate and a \$2,000,000 general aggregate limit. Contractor shall not provide general liability insurance under any Claims Made General Liability form. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Contractor's services or other activities associated with the Agreement, including, without limitation, Contractor's indemnification obligations under the Agreement. Contractor's liability insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VII or better. The insurance policy shall waive right of recovery (waiver of subrogation) against WCI, Inc., each Participating Jurisdiction, and each funding entity.
- 2. Additional Insured on General Liability Policy.** WCI, Inc., each Participating Jurisdiction, and each funding entity and their respective directors, officers, representatives, agents, employees, and volunteers as additional insureds under each commercial general liability policy identified in the preceding paragraph above. The additional insured status shall include ongoing operations and completed operations coverage. Specifically, the policy shall include a combination of ISO forms CG2010 10/01 and CG 2037 10/01 or equivalent and shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance, and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
- 3. Workers Compensation Insurance.** Contractor's Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit), and bodily injury by disease (each employee). Contractor must maintain such a policy and provide a certificate of insurance and must provide a waiver of subrogation endorsement.
- 4. Automobile Insurance.** If applicable, Automobile Liability Insurance, including liability for all owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damages, and \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos, and non-owned autos."
- 5. Professional E&O Insurance (if applicable).** Professional Liability Insurance in an amount of not less than \$1,000,000 per claim and written on a claims made bases.

**6. Cyber Liability Coverage (if applicable).** Insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate that includes:

- a) Security and privacy liability
- b) Media liability
- c) Business interruption and extra expense
- d) Cyber extortion

**7. If the Professional Liability (Errors and Omissions) and/or Cyber Liability Coverage** insurance above is written on a claims-made basis, it shall be maintained continuously for a period of no less than three (3) years after the date of Final Completion. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of the Agreement and shall include, without limitation coverage for professional services as called for in the Agreement.

**8. General Insurance Provisions**

a) Certificates of Insurance, as evidence of the insurance required by this Contract Insurance Requirements Attachment shall be submitted by Contractor to WCI, Inc. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to WCI, Inc. in accordance with policy provisions.

b) Proper Address for Mailing Certificates, Endorsements, and Notices shall be:

**Western Climate Initiative, Inc.**

**980 Ninth Street, Suite 1600**

**Sacramento, CA 95814**

c) If at any time during the life of the Agreement or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by WCI, Inc. Any failure to maintain the required insurance shall be sufficient cause for WCI, Inc. to immediately terminate the Agreement.

d) Contractor shall ensure that its subcontractors of every tier also carry insurance with the provisions of this Contract Insurance Requirements Attachment.

## ATTACHMENT F: CONTRACTOR'S TECHNICAL PROPOSAL

Submission of this attachment is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be deemed non-responsive and be rejected.

[To Be Provided by the Offeror]

## ATTACHMENT G: CONTRACTOR'S COST PROPOSAL

Submission of this attachment is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be deemed non-responsive and be rejected.

[To Be Provided by Offeror]

## ATTACHMENT H: OFFEROR REFERENCES FORM

### RFP# 2017-01

### CITSS Information Technology Assessment

Submission of this attachment is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be deemed non-responsive and be rejected.

Complete the table below listing information for three (3) references illustrating previous work experience.

REFERENCE 1	
Name of Organization	
Street Address	City
State/Province	ZIP/Postal Code
Contact Person	Telephone Number
Dates of Service	Value or Cost of Service
Brief Description of Service Provided	

REFERENCE 2	
Name of Organization	
Street Address	City
State/Province	ZIP/Postal Code
Contact Person	Telephone Number
Dates of Service	Value or Cost of Service
Brief Description of Service Provided	

REFERENCE 3	
Name of Organization	
Street Address	City
State/Province	ZIP/Postal Code
Contact Person	Telephone Number
Dates of Service	Value or Cost of Service
Brief Description of Service Provided	

## ATTACHMENT I: OFFEROR'S PROPOSED TERMS AND CONDITIONS

[Offerors to provide terms and conditions.]