

Justification of Competitive Procurement Process

CITSS Information Technology Assessment

June 27, 2017

Introduction

In support of its purpose to “provide administrative and technical services” to its Participating Jurisdictions, WCI, Inc. proposes to procure a review of the Compliance Instrument Tracking System Service (CITSS). The scope of work is based on and defined to meet the specifications and requirements of the Participating Jurisdictions that are implementing cap-and trade programs. This document summarizes the justification for procuring this work through a competitive procurement process.

In accordance with the WCI, Inc. Procurement Policy, WCI, Inc. staff, with the assistance and involvement of Participating Jurisdictions, developed and executed an open competitive process for procuring the CITSS Information Technology Assessment. The result of the procurement process is a recommendation that the contract be awarded to Gelder, Gingras and Associates. No material deviations from the planned procurement process were required and the procurement was consistent with the WCI, Inc. Procurement Policy. The entire contract, including attachments, is enclosed for your review. The contract is expected to be effective no later than June 28, 2017. The duration of the contract is four (4) months.

Description of the CITSS Information Technology Assessment

The purpose of this work is to conduct a review of the CITSS and determine the scalability and sustainability of the application.

Work conducted under this Agreement will:

- 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.

The scope of work in this Agreement includes: the preparation of an IT assessment plan, an IT assessment, and the development and presentation of a final report.

Procurement Process

The process for soliciting and recommending a contractor was done in accordance with the WCI, Inc. Procurement Policy. For reference, the key solicitation and evaluation requirements of the policy are provided below:

To obtain the best value for the Corporation, the procurement process shall ensure open and effective opportunities for competition, including but not limited to the following:

- A. Conduct procurement in a transparent and fair manner.
- B. Provide equal access and timely and accurate procurement information to potential suppliers prior to and during the procurement process.
- C. Make procurement documents and related materials electronically and publicly available in a timely manner, with sufficient time prior to a bid or proposal due date, taking into consideration the complexity of the procurement.
- D. Ensure all bid documents contain the necessary information for proposers to prepare a bid.
- E. Ensure that procurement is conducted in a geographically neutral manner.
- F. Provide flexibility to ensure goods and services are obtained in a timely manner.

To further support obtaining best value and providing a stable procurement environment, the procurement evaluation process will include but is not limited to the following:

- A. Defining administrative bidding requirements that are clear and fair, and applying the requirements consistently to all bidders.
- B. Tailoring technical evaluation criteria and scoring methods to each procurement to obtain best value for the Corporation.
- C. Comprising the evaluation team with personnel that have the requisite technical expertise to evaluate the proposals effectively.
- D. Ensuring that the evaluation process is free of conflicts of interest.

Rationale for Recommending Gelder, Gingras & Associates

The GGA proposal meets the administrative and technical requirements of the RFP. In addition to the overall quality of the proposal, GGA has demonstrated through the successful completion of past projects that are of a similar nature to the work described in the RFP that they can complete the requested assessment.



STANDARD AGREEMENT
CITSS Information Technology Assessment

June 28, 2017

STANDARD AGREEMENT ("Agreement")

AGREEMENT NUMBER

2017-01

1. This Agreement is entered into between Western Climate Initiative, Inc. (WCI, Inc.) and the Contractor named below:

CONTRACTOR'S NAME

Gelder, Gingras & Associates

2. The term of this Agreement is:

June 28, 2017 to October 31, 2017

3. The maximum amount of this Agreement is:

\$194,975.00 (USD)

4. The parties agree to comply with the terms and conditions of the following attachments, which are by this reference made a part of the Agreement. WCI, Inc. is not an agent of the WCI, Inc. Participating Jurisdictions or any of its funding entities.

- Attachment A – Scope of Work
- Attachment B – Budget Detail and Payment Provisions
- Attachment C – General Terms and Conditions
- Attachment D – Individual Conflict of Interest and Confidentiality
- Attachment D1 – Organization Conflict of Interest and Confidentiality
- Attachment E – Contract Insurance Requirements
- Attachment F – Contractor's Proposal
- Attachment G – WCI, Inc. Request for Proposal

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Gelder, Gingras & Associates, Inc.

BY (Authorized Signature)

[Signature on page]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Xenos Khan, Vice President

ADDRESS

130 Slater Street, Suite 310, Ottawa, Ontario, K1P 6E2

CONTRACTEE

CONTRACTEE'S NAME

Western Climate Initiative, Inc.

BY (Authorized Signature)

[Signature on page]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Greg Tamblyn, Executive Director

ADDRESS

980 9th Street, Suite 1600, Sacramento, CA 95814

WCI, Inc. Use Only

Contractor agrees, as part of the Agreement, to provide to WCI, Inc. the services described in the Agreement and the Attachments to the Agreement, including the services described in Attachment A, Scope of Work, and in Attachment F, Contractor's Technical Proposal, (all such services, collectively, the "Work" or the "WorkSchedule").

Project Representatives are responsible for administrative and financial oversight and accountability. The Contractor Project Representative has the authority to make executive level administrative decisions for the Contractor and any subcontractor(s). The Project Representatives during the term of this Agreement will be:

Western Climate Initiative, Inc.	Contractor: Gelder, Gingras & Associates
Name: Greg Tamblyn	Name: Xenos Khan
Phone 916-449-9966	Phone: 613-239-0404
Fax: 916-446-7104	Fax: 613-2390-0404
Email: gtamblyn@wci-inc.org	Email: xenos@gelder-gingras.ca

Direct all administrative inquiries to:

Western Climate Initiative, Inc.	Contractor: Gelder, Gingras & Associates
Attention: Greg Tamblyn	Attention: Eva Maxwell
Phone: 916-449-9965	Phone: 613.239.0404
Fax: 916-446-7104	Fax: 613.239.0404
Email: gtamblyn@wci-inc.org with a copy to operations@wci-inc.org	Email eva@gelder-gingras.ca

PURPOSE / BACKGROUND / OVERVIEW

A. PURPOSE

The purpose of this work is to conduct a review of the Compliance Instrument Tracking System Service (CITSS) and determine the scalability and sustainability of the application.

B. 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.

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 each Participating Jurisdiction.

C. OVERVIEW

Work conducted under this Agreement will 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.

The scope of work in this Agreement includes: the preparation of an IT assessment plan, an IT assessment, and the development and presentation of a final report.

ATTACHMENT A

SCOPE OF WORK

The Scope of Work covers three (3) tasks. A description of each task is presented below.

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.

1.2 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, the assurances in the event of failure, and the 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 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 as well as 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

1. 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 Proposal, which is incorporated as Attachment F. 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.

Contractor will be reimbursed for the satisfactory completion of the deliverables, tasks and materials ("Deliverables") in the amounts corresponding to such Deliverables as set forth in the Contractor's Cost Proposal attached as Attachment F ("Deliverable Fee"). Payment of the Deliverable Fee, as provided herein, shall be the exclusive consideration paid to Contractor by WCI, Inc. under this Agreement.

The amounts set forth in Contractor's Cost Proposal are in U.S. dollars. All payments to Contractor will be made in U.S. dollars.

Contractor shall prepare and submit an invoice at the satisfactory completion of each Accepted Deliverable (as defined below) and in accordance with the schedule set forth in Attachment F. Each invoice shall include: (a) invoice amount; (b) billing period of performance; (c) sequential invoice number; (d) description of the Accepted Deliverable; (e) Agreement Number; and (f) invoice amount.

WCI, Inc. shall have up to ten (10) working days from the date of the delivery of the Deliverables under the Agreement to inspect the Deliverables to determine if they are reasonable and conform to the Agreement. Upon inspection, if WCI, Inc., in good faith, rightfully rejects any portion of the Deliverables, such rejection shall be made in writing and shall set forth the reasons for rejection. Contractor will be granted a minimum of ten (10) calendar days to cure any Deliverable(s) reasonably rejected by WCI, Inc. Deliverables not rejected by WCI, Inc., as described above, shall be deemed to be accepted by WCI, Inc. ("Accepted Deliverables").

WCI, Inc. agrees to pay all non-disputed invoices within thirty (30) days of receipt.

ATTACHMENT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL; AUTHORIZATION

The Agreement shall be of no force or effect until signed by both parties and approved by the Board of Directors of WCI, Inc., if required. Contractor may not commence performance until any such required written approval has been obtained. Contractor represents that the Agreement has been duly authorized by all necessary corporate or other action on the part of Contractor and that the officer or other person signing the Agreement and any documents related thereto on behalf of Contractor possessed full authority to do so.

2. INSURANCE

Contractor shall, and shall cause any subcontractors to, carry and maintain in effect the insurance coverages set forth on Attachment E: Contract Insurance Requirements at all times while performing the Work. Contractor shall provide WCI, Inc. with current insurance certificates evidencing these required coverages prior to commencing the Work, and shall give at least 30 days' advance written notice to WCI, Inc. of the cancellation or material alteration of such policies. At WCI, Inc.'s request, Contractor shall provide WCI, Inc. with (i) evidence that the insurance coverages are being maintained and (ii) copies of the policies providing for such insurance coverages. WCI, Inc., each Participating Jurisdiction (as defined in Section 10 of these General Terms and Conditions), each funding entity and their respective directors, officers, representatives, agents, employees and volunteers shall be named as an additional insured and certificate holder on all such insurance policies and subrogation against WCI, Inc. shall be waived. Contractor shall pay any deductibles, and all insurance shall be primary, without right of contribution by any insurance carried by WCI, Inc. Contractor shall comply with all financial responsibility standards required by WCI, Inc., each of the Participating Jurisdictions and applicable law.

3. SUBSTITUTION OF KEY PERSONNEL

Key Personnel includes [REDACTED]. Key Personnel may be changed with prior written approval of WCI, Inc.

4. PERFORMANCE

Contractor shall perform the Work safely, in accordance with the highest standard of care, skill, and diligence provided by a professional person or company in performance of work similar to the Work, and all Work shall be of good quality and free from faults and defects. Time is of the essence for the Agreement, and Contractor shall perform the Work in accordance with the Work Schedule. Although the Work may be interrupted, altered, delayed, or accelerated due to a *force majeure* event as listed in Section 41 of these General Terms and Conditions, the conduct of WCI, Inc.'s business operations, governmental regulation or similar conditions, except as set forth in Sections 5 or 6 of these General Terms and Conditions, no changes in the Work Schedule or any compensation or reimbursement to be paid to Contractor shall be made as a result thereof.

5. CHANGE ORDERS

If either party proposes that changes be made in the scope of Work or the Work Schedule, Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Work Schedule impact, and any other information requested by WCI, Inc. Contractor bears all risks of performing, and WCI, Inc. shall be under no obligation to pay for, any changed Work without prior written approval of WCI, Inc. of the changes, which approval may be given or withheld at WCI, Inc.'s sole discretion.

6. FULL UNDERSTANDING; AMENDMENT

The Agreement contains the full and complete understanding of the parties and supersedes all prior understandings or agreements on the subject matter hereof. The language contained in the Agreement shall prevail over any other language, including that of any proposal submitted by Contractor. WCI, Inc. may amend or vary the terms of the Agreement unilaterally, without the need for a change order under Section 5 of these General Terms and Conditions, to allow for additional time or additional funding for performance by providing Contractor with a copy of the applicable amendment or variation signed by WCI, Inc. No other amendment or variation of the terms of the Agreement shall be valid unless made in writing and signed by WCI, Inc. and Contractor. No oral understanding or agreement outside of the Agreement is binding on any of the parties.

7. ASSIGNMENT

Neither the Agreement nor any interest in the Agreement is assignable by Contractor, either in whole or in part, without the prior written consent of, and on such terms as may be approved by, WCI, Inc. in the form of a formal written amendment signed by Contractor, WCI, Inc. and Contractor's assignee.

8. AUDITS

A. Financial Audit. If the Agreement allows for Contractor to be paid fees at a daily or an hourly rate or for Contractor to be paid or reimbursed for expenses, Contractor shall maintain time records and books of account, invoices, receipts and vouchers of expenses in support of these payments, in form and content reasonably satisfactory to WCI, Inc. Contractor agrees that WCI, Inc. or its designated representative shall have the right to review and to copy any of the Contractor's records and supporting documentation pertaining to the performance of tasks that are paid on the basis of a daily or an hourly rate or reimbursed as expenses. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required by WCI, Inc. Contractor agrees to allow the auditor(s) designated by WCI, Inc. and Participating Jurisdictions or any funding entity, and/or any of their respective duly authorized representatives, access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of WCI, Inc. any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, to audit records and interview staff in any subcontract related to the performance of tasks that are paid on the basis of a daily or hourly rate or reimbursed any expenses. Contractor

shall promptly reimburse WCI, Inc. for any expenditures judged by an audit conducted by any of the above to be not in compliance with the requirements of the Agreement. Contractor shall include the provisions of this Section 8.A in any subcontract executed in connection with the Agreement.

- B. Programmatic Audit. Contractor agrees that WCI, Inc. or its designated representative shall have the right to review and to copy any of Contractor's records and supporting documentation pertaining to the performance of tasks that are paid through the Agreement to ensure compliance with the Agreement and with regulations governing the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction or any funding entity.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required by WCI, Inc. Contractor agrees to allow the auditor(s) designated by WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, to audit records and interview staff in any subcontract related to the performance of tasks that are paid through the Agreement. Contractor shall include the provisions of this Section 8.B in any subcontract executed in connection with the Agreement.

9. GRATUITIES

If WCI, Inc. finds that Contractor or any of Contractor's employees, agents, or subcontractors offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any director, officer, employee or agent of WCI, Inc. or of any Participating Jurisdiction or of any funding entity in any attempt to secure the Agreement or favorable treatment in awarding, amending or making any determinations related to the performance of the Agreement, WCI, Inc. may, by written notice to Contractor, terminate the Agreement, and pursue such other rights and remedies that the law or the Agreement provides.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless (i) the provinces of British Columbia and Quebec, the State of California and any other governmental jurisdiction participating in the greenhouse gas (GHG) reporting or cap-and-trade programs administered by WCI, Inc. (together, the "Participating Jurisdictions"), (ii) WCI, Inc., (iii) any funding entity and (iv) the directors, officers, employees and agents of each of the foregoing (clauses (i) through (iv) together, the "Indemnified Parties") from and against any and all debts, losses, claims, damages, costs, expenses, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments and liabilities of every type and nature (whether known or unknown, fixed or contingent), including any costs and expenses of any pending or threatened lawsuit, action or proceeding (including attorneys' fees, out-of-pocket expenses and other costs and expenses incurred in investigating, preparing or defending any such pending or threatened lawsuit, action or proceeding, whether brought

by a party to the Agreement or by any other person), (collectively, the “Losses”) incurred, suffered or sustained by any Indemnified Party by reason of or in connection with (y) any act or omission or alleged act or omission by Contractor or any of its subcontractor or any of their respective direct or indirect employees, contractors, subcontractors, suppliers or laborers or by any other person, firm or entity furnishing or supplying services, materials or supplies to, for or on behalf of Contractor or any of its subcontractors in connection with the Agreement or (z) any breach or alleged breach of the Agreement by Contractor or any of its subcontractors, including any breach or alleged breach of any representation, warranty, acknowledgement or covenant contained in these General Terms and Conditions or otherwise in the Agreement.

- B. Within a reasonable time after an Indemnified Party obtains actual knowledge of any claim, action, suit or proceeding by a third party (an “Action”) as to which recovery may be sought against Contractor pursuant to this Section 10 or Section 24 of these General Terms and Conditions, the Indemnified Party shall give written notice of such Action to the Contractor, which written notice may be provided by WCI, Inc. on its behalf and on behalf of all other Indemnified Parties. Notwithstanding the foregoing, the right to indemnification under this Section 10 or Section 24 of these General Terms and Conditions shall not be affected by any failure or delay in giving such notice unless, and then only to the extent that, the rights and remedies of the Contractor have been materially prejudiced as a result of such failure or delay. If, within fifteen (15) days after such notice has been given, Contractor notifies the Indemnified Party of its election to defend any Action, then, except as described below, the Contractor may control the defense of such Action at its own expense through counsel reasonably satisfactory to the Indemnified Party, provided that the Indemnified Party may participate in such defense at its own expense but, in any event, Contractor will have the right to control such defense as long as it is actively defending such Action. Failure by Contractor to so notify the Indemnified Party shall be deemed a waiver by Contractor of its rights to defend such Action. In such event, the Indemnified Party may tender the defense to Contractor or, at the Indemnified Party’s option, select counsel of its own choosing.
- C. The Indemnified Party can take over and assume control of the defense of an Action, or seek a settlement of any Action, if (i) Contractor has failed to accept the defense of, or to actively defend, the Action, (ii) in the Indemnified Party’s reasonable judgment there is a conflict of interest between Contractor and the Indemnified Party in conducting the defense, (iii) the Action relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation against Contractor, (iv) the Action seeks an injunction or equitable relief against an Indemnified Party or (v) Contractor fails to provide reasonable assurance to the Indemnified Party that it has the financial capacity to defend such Action. In any of the foregoing cases, Contractor will pay the fees and expenses of one (but no more than one) counsel to all Indemnified Parties.
- D. Except with the prior written consent of the Indemnified Party, Contractor shall not, in the defense of any Action, consent to the entry of any judgment (other than a judgment of dismissal on the merits without costs) or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Losses in respect of such Action.

- E. Contractor shall not be responsible for any settlement entered into by the Indemnified Party without the prior written consent of Contractor, which consent shall not be unreasonably withheld.
- F. Within ten (10) days of the Indemnified Party's written request, Contractor shall reimburse the Indemnified Party for the amount of any judgment or settlement rendered with respect to any Action and for all Losses incurred by the Indemnified Party relating to such Action.

11. TERMINATION FOR CAUSE

If Contractor fails to perform any of the requirements of this Agreement at the time and in the manner herein provided, including any failure to meet the performance standards set forth in Section 4 of these General Terms and Conditions, WCI, Inc. may notify Contractor in writing of such failure. If Contractor does not cure the failure within 15 days from the notice date, or if such failure is of such a nature that it cannot be cured within such 15-day period, and Contractor does not commence the cure within such 15 day period and complete such cure within an additional 15-day period, WCI, Inc. may, upon an additional 5 days' written notice, terminate this Agreement and be relieved of any further obligation to make payments for Work performed after the termination date. Additionally, WCI, Inc. shall not be responsible for any additional fees, costs or expenses incurred by Contractor in connection with its efforts to cure any such failure unless WCI, Inc. has agreed to be so responsible in writing. In the event of any such termination, WCI, Inc. has the right to any remaining Work for which it has paid before the termination date. In the event of any such termination, the cost incurred by WCI, Inc. to take over and complete the Work on its own behalf, over and above the payments that would have been made to Contractor to complete the Work had there been no termination for cause, shall be deducted from any sums due Contractor under the Agreement, and the balance, if any, shall be paid to WCI, Inc. by Contractor upon demand.

12. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as directors, officers, employees or agents of WCI, Inc. or the Participating Jurisdictions or any funding entity. Contractor is not entitled to receive employee benefits or insurance coverage including worker's compensation, disability insurance, Social Security, unemployment compensation coverage, or any other statutory benefit. Contractor will maintain control over its employees and its subcontractors and will comply with all tax withholding or contribution requirements, whether federal, state, local or foreign, applicable to its employees and subcontractors. Contractor will have the ability to obtain and maintain the required paperwork appropriate to perform the services required by the Agreement. Contractor will pay all the appropriate taxes on its compensation by WCI, Inc. and will indemnify WCI, Inc. for any unpaid tax obligations on fees paid to Contractor.

13. ACKNOWLEDGEMENT

The parties acknowledge that WCI, Inc. is not an agent of any Participating Jurisdiction or any of its funding entities or of any combination of Participating Jurisdictions or its funding entities.

14. COMPENSATION

The consideration to be paid to Contractor, as provided in the Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly provided to the contrary elsewhere in the Agreement. All compensation shall be paid in accordance with WCI, Inc.'s policies and procedures with respect to the compensation and payment of contractor business expenses. WCI, Inc. shall not be responsible for any expense incurred by Contractor that is not in accordance with WCI, Inc.'s policies and procedures.

15. UNENFORCEABLE PROVISIONS

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of the Agreement will remain in full force and effect as if such invalid or unenforceable provision had never been included.

Notwithstanding the foregoing, if such invalid or unenforceable provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16. SETTLEMENT OF DISPUTES

- A. In the event a dispute shall arise between Contractor and WCI, Inc. and the parties have not been able to resolve the dispute in good faith within thirty (30) days of the existence of the dispute, the dispute shall be arbitrated before three arbitrators, one to be selected by each party and the third to be selected by the other two selected arbitrators. Any such arbitration shall be held in Sacramento, California, and notwithstanding anything to the contrary set forth elsewhere in these General Terms and Conditions, this agreement to arbitrate shall be enforceable through a proceeding brought in any court of competent jurisdiction within the State of California. The arbitrators shall apply the substantive law of the State of California, without regard to its Conflicts of Laws provisions. Arbitration may be conducted in accordance with the standard rules of the AAA Commercial Arbitration except that the arbitrators may not make any award not strictly in conformance with this Agreement. The decision of the arbitrators shall be final and conclusive upon the parties and may, notwithstanding anything to the contrary set forth elsewhere in these General Terms and Conditions, be entered and enforced in any court of competent jurisdiction within the State of California or elsewhere. In connection with any proceeding brought in accordance with this Section 16 in the State of California, Contractor and WCI, Inc. waive any objection to such jurisdiction on the

grounds of venue or forum non conveniens and any similar grounds, consent to service of process by mail or in any other manner permitted by law, and agree to be bound by any judgment rendered by any such court in connection with the Agreement. Each party shall bear its own costs and expenses related to any arbitration, and the parties shall equally share the fees and expenses of the arbitrators and the arbitral body.

- B. The existence of a dispute not fully resolved shall not delay Contractor in its performance of the Agreement. Contractor shall continue with its responsibilities under the Agreement, which shall not be affected by the dispute.

17. POTENTIAL SUBCONTRACTORS

Contractor shall not subcontract or delegate any of its obligations under the Agreement without prior written approval of WCI, Inc. Contractor shall require all subcontractors to comply with the obligations of Contractor in these General Terms and Conditions by incorporating the terms of these General Terms and Conditions into all subcontracts.

Nothing contained in the Agreement or otherwise shall create any contractual relation between WCI, Inc., any Participating Jurisdiction or any funding entity, on the one hand, and any subcontractor, on the other, and no subcontract shall relieve Contractor of its responsibilities and obligations under the Agreement. Contractor agrees to be as fully responsible to WCI, Inc. for the acts and omissions of its subcontractors and of persons employed by any of them in their performance of the subcontract as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an obligation independent from WCI, Inc.'s obligation to make payments to Contractor. As a result, WCI, Inc. shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

18. STOP WORK ORDER

WCI, Inc. reserves the right to issue a written order to stop any or all Work in the event that a dispute should arise, WCI, Inc. receives a request to issue such an order from any Participating Jurisdiction or any funding entity or WCI, Inc. gives Contractor a notice that the Agreement will be terminated. The order to stop any or all Work will be in effect until WCI, Inc. sends a written order to resume the stopped Work.

19. TERMINATION

- A. WCI, Inc. reserves the right to terminate the Agreement in its sole discretion at any time upon thirty (30) days' prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice and a report covering services to the termination date, following the invoice and progress report requirements of the Agreement. A copy and description of any data collected up to the termination date shall also be provided to WCI, Inc., along with all other materials required by the Agreement.
- C. Upon receipt of such invoice, progress report, data and other materials, a final payment will be made to Contractor. This payment shall be for all WCI, Inc.-approved, actually incurred costs that in the opinion of WCI, Inc. are justified and conform to the requirements of the Agreement, and shall include labor and materials purchased or utilized (including all non-cancellable commitments) prior to the termination date, and any pro rata indirect costs as specified in the Agreement.

20. COUNTERPARTS

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. PROGRESS PAYMENTS

To the extent not provided otherwise elsewhere in the Agreement, in computing the amount of any progress payment, WCI, Inc. shall determine what Contractor has earned during the period for which payment is being made on the basis of the Agreement terms, but shall retain out of such earnings an amount equal to ten percent (10%) thereof, pending satisfactory completion of the entire task required under the Agreement. However, if the Agreement consists of the performance of separate and distinct tasks, then at the discretion of WCI, Inc., any funds so withheld with regard to a particular task may be paid upon completion of that task. A final invoice must be submitted by Contractor to WCI, Inc. and approved by WCI, Inc. to release the withheld funds.

22. FINAL PAYMENT

The acceptance by Contractor, or by anyone claiming by or through it, of final payment shall be and shall operate as a full and final release of the Indemnified Parties as to all claims by and all liability to Contractor for all things done or furnished in connection with the Agreement and for every act or neglect of the Indemnified Parties and others relating to or arising out of the Agreement, including claims arising out of breach of contract and claims based on claims of thirdpersons.

23. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that WCI, Inc. funds will not be used in the performance of the Agreement for the acquisition, operation or maintenance of computer software in violation of patent or copyright laws or other intellectual property rights of any kind.

24. INTELLECTUAL PROPERTY

- A. Except as set forth in the Work Schedule, the right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances or processes required in connection with the Agreement and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Agreement.

- B. Contractor shall defend, indemnify and hold the Indemnified Parties harmless against all Losses promptly upon the incurrence thereof resulting from any third party claim that work product produced, used, created or delivered by Contractor, its employees or its subcontractors, including any documentation associated with any work product and any work product which includes any third party content, under the Agreement (the "Contractor Work Product") infringes, misappropriates or otherwise violates a trademark, copyright or other third party's proprietary right. Notwithstanding the foregoing, Contractor shall have no obligation or liability with respect to any such claim based upon: (i) Contractor Work Product that has been altered, modified or revised by anyone other than Contractor and such claim or liability would have been avoided but for the alteration, modification or revision; (ii) the combination, operation or use of Contractor Work Product with products not furnished by Contractor or set forth in the documentation accompanying the Contractor Work Product when such combination, operation or use is part of any allegedly infringing process; or (iii) use of the Contractor Work Product in a manner not authorized in the documentation accompanying the Contractor Work Product when such claim or liability would have been avoided but for such unauthorized use. Contractor will promptly notify the Indemnified Parties of any such claim. In addition to the obligations above, if any Contractor Work Product becomes the subject of any third party claim, demand or allegation that the Contractor Work Product infringes, misappropriates or otherwise violates any third party's patent, trademark, copyright or other proprietary right, then Contractor, at its sole option, shall: (i) promptly obtain, at no expense to WCI, Inc., the right for WCI, Inc. to continue exercising all rights and licenses in such Contractor Work Product in accordance with the terms of the Agreement; or (ii) replace the subject Contractor Work Product with non-infringing and substantially equivalent work.
- C. Except as set forth in the Work Schedule, Contractor agrees that all Contractor Work Product created, developed, conceived, made, invented or suggested during the term of the Agreement by or for Contractor, its employees or any of its subcontractors it engages to perform work for WCI, Inc. and relating generally to any matter or thing that may be connected with the Agreement or in any way with WCI, Inc.'s existing or contemplated products, services or business or containing WCI, Inc.'s proprietary or sensitive information shall become the absolute and exclusive property of WCI, Inc., including (i) concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques, and developments and relationships with customers and prospective customers, (ii) reports, drawings, studies, specifications, estimates, maps, computations and other data and correspondence, (iii) software, computer programs and similar processes and (iv) materials, including books, magazines and periodicals and office material, purchased under the Agreement for WCI Inc., (collectively, the "WCI, Inc. Intellectual Property"). All WCI, Inc. Intellectual Property shall automatically be deemed to become the property of WCI, Inc. immediately when made or conceived. Contractor and its subcontractors agree to cooperate with and assist WCI, Inc. to apply for and to execute any applications

and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for any WCI, Inc. Intellectual Property. Contractor shall, and shall cause employees and subcontractors of Contractor to, promptly sign any and all lawful papers, take all lawful oaths and do all lawful acts, including giving testimony, upon request by WCI, Inc., in connection with any patent, trade name, trademark, service mark or copyright application or issued patent, or registered copyright or trademark and/or any divisions, continuations, renewals, re-examinations, reissues or the like of any of them. Such lawful papers include, but are not limited to, any and all declarations, powers, assignments, and other papers deemed by WCI, Inc. to be necessary or advisable in connection with the filing or prosecution of any patent, trademark, service mark or copyright application or in connection with the grant of any letters patent, trademark or service mark registration, or copyright registration, or in connection with the transfer of any rights to any invention, trademark, trade name, service mark, or copyright. Contractor agrees to keep and maintain adequate and current written records of the foregoing described in this paragraph and promptly to disclose to WCI, Inc. all WCI, Inc. Intellectual Property.

- D. WCI, Inc., at its discretion, may grant a nonexclusive and paid-up license to Contractor and its subcontractors to use any copyrightable materials or other intellectual property related to the WCI, Inc. Intellectual Property.
- E. Contractor and its subcontractors shall not disclose any of the WCI, Inc. Intellectual Property or any portion thereof, to any other organization or person without the prior written consent of WCI, Inc.
- F. Contractor and its subcontractors shall not use the WCI, Inc. Intellectual Property, or any portion thereof, in any other work without the prior written consent of WCI, Inc., subject to any license granted in writing to Contractor by WCI, Inc.

25. RIGHTS IN DOCUMENTS, MATERIALS, AND DATA PRODUCED

Contractor shall deliver or cause the delivery to WCI, Inc. of all WCI, Inc. Intellectual Property as soon as practical and in any event no later than the termination or completion of the Work. WCI, Inc. shall have the right to use the WCI, Inc. Intellectual Property without restriction or limitation and without compensation to Contractor other than that provided for in the Agreement. Any document produced in whole or in part under the Agreement shall not be the subject of an application for copyright by or on behalf of Contractor or its subcontractors. All reports, maps and other documents completed by Contractor as a part of the Agreement shall bear on the title page of such report, map, or document, the following legend: *"Prepared by (Insert name of Contractor) for submission under Agreement with Western Climate Initiative, Inc. The preparation of this (insert report, map or document, as appropriate) was financed in part by funds provided by (insert name of the funding agency, if applicable)."* The month and year in which the document was prepared shall also be shown.

26. CONFIDENTIALITY

Contractor acknowledges that the Confidential Information (as hereinafter defined) of WCI, Inc. has independent economic value, is not known to other persons who might profit from its use and is the subject of efforts by WCI, Inc. to maintain its secrecy that are reasonable under the circumstances. Contractor agrees to use such Confidential Information solely for the purposes permitted by the Agreement and further agrees not to, directly or indirectly, disclose to any other person any Confidential Information except to the extent expressly required by law or authorized in writing by WCI, Inc. For the purposes of the Agreement, "Confidential Information" shall include any information so described elsewhere in the Agreement, all data stored or made accessible through the Compliance Instrument Tracking System Service or any additional or successor tracking system service, unless WCI, Inc. notifies Contractor in writing that such information is not confidential, any information identified as confidential in agreements entered into by WCI, Inc. with Participating Jurisdictions or any funding entity and identified elsewhere in the Agreement, and any confidential, proprietary or trade secret information of WCI, Inc., any Participating Jurisdiction, any funding entity, CSRA or any other WCI, Inc. vendor, contractor, partner, agent or affiliate ("WCI, Inc. Parties") that is disclosed to Contractor or Contractor otherwise obtains in the course of its performance of the Agreement such as, but not limited to, information related to articles, electronic data, recordings, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the Work, business plans, party lists, benefit plans, designs, pricing offered to or agreed upon by parties, commissions or commission structures, financial statements, software diagrams, software source or object code, flow charts, product plans and other items and information belonging to a WCI, Inc. Party.

Confidential Information shall not include any information: (i) that as of the time of receipt by Contractor is in the public domain or subsequently enters the public domain without breach of the Agreement by Contractor; (ii) that as of the time of receipt by Contractor, is already known to or in Contractor's possession other than as a result of an improper disclosure to Contractor; (iii) is independently developed by or for Contractor without the use of any Confidential Information as evidenced by Contractor's own files and records; (iv) is received in good faith by Contractor from a third party that was lawfully in possession of, and entitled to disclose, the information; or (v) that the parties mutually agree in writing to release from the terms of the Agreement. Contractor shall use best endeavors to prevent any disclosure of Confidential Information by Contractor, its subcontractors, or its or their agents and employees. Contractor further agrees to not deliver, "reverse engineer," reconstruct, reproduce or in any way allow such Confidential Information, knowledge, data or other information, or any documentation relating thereto to be delivered or used by any third party without specific direction or consent of WCI, Inc. In addition, Contractor shall:

- A. Notify WCI, Inc. promptly and in writing of the circumstances surrounding any possession, use or knowledge of Confidential Information or any part thereof by any person in a manner other than as authorized by this Section 26.

- B. Ensure that Contractor's and all subcontractors' senior management with operating knowledge of the Work, and all of their respective employees, agents, and representatives working directly on the tasks provided for in the Agreement, sign and submit to Contractor Attachment D: Individual Conflict of Interest and Confidentiality Statement. Contractor will then certify to WCI, Inc. as to the submission of such statements by all such required individuals, and will in addition sign and submit to WCI, Inc. Attachment D1: Organization Conflict of Interest and Confidentiality Statement on its own behalf, and obtain and submit to WCI, Inc. Attachment D1: Organization Conflict of Interest and Confidentiality Statement signed by each subcontractor.
- C. Adhere to all WCI, Inc. confidentiality and disclosure policies disclosed to Contractor in writing and, if directed by WCI, Inc., enter into agreements with Participating Jurisdictions and funding entities related to the management, sharing, and disclosure of information. Contractor and any subcontractor in connection with the performance of the Agreement must make available for WCI, Inc.'s inspection all requested background information on staff performing the Work employed by the Contractor and any subcontractor.
- D. Treat all Confidential Information, Deliverables (as defined in Attachment A), and Contractor Work Product as Confidential Information in accordance with this Agreement. No Confidential Information, Deliverables, Work or Contractor Work product may be disclosed in any form to any third party without the written consent of the Executive Director of WCI, Inc. or his or her authorized agent, except when required by law or legal process. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. If WCI, Inc.'s Executive Director or his or her authorized agent so requires, the following disclaimer must accompany all Confidential Information prepared by Contractor or prepared or provided by WCI, Inc. and copied or reproduced in any form by Contractor: *"Publication of this document shall not be construed as endorsement of the views expressed therein by Western Climate Initiative, Inc. or any federal, state or provincial agency."*
- E. Not use, without WCI, Inc.'s written approval, any WCI, Inc. materials for any purpose other than performing the contracted services.
- F. Not remove any WCI, Inc. or Participating Jurisdiction or any funding entity equipment and/or data on any activities from WCI, Inc.'s secured environment without advance written approval from WCI, Inc.
- G. Upon full payment to Contractor, surrender all documents, property (whether in written or electronic form) and transportable recorded media of any kind belonging to WCI, Inc. or containing WCI, Inc. Confidential Information at the conclusion of the engagement, upon termination of the Agreement, or upon the written request of WCI, Inc.
- H. Upon confirmation of loss or theft of Confidential Information in any form, immediately report to WCI, Inc. the occurrence of such loss or theft.

- I. Provide WCI, Inc. all pass phrases/passwords used as private keys to encrypt data used, produced or acquired in the course of performing duties under the Agreement.
- J. Use best practices to make security arrangements to protect Confidential Information from unauthorized access, collection, use, disclosure, alteration or disposal. Upon WCI, Inc.'s written request, Contractor shall provide a reasonably detailed report of the security arrangements it maintains to protect Confidential Information. WCI, Inc. or its representatives may conduct security inspections of such security arrangements upon reasonable notice to Contractor during normal business hours.
- K. Not damage or harm WCI, Inc.'s reputation, goodwill and business relations with any person or entity, including but not limited to customers, official bodies, governmental agencies and WCI, Inc. employees.

27. CONFLICTS OF INTEREST

- A. Contractor must ensure that no conflicts of interest exist between the services required under the Agreement and services provided by Contractor to other clients or Contractor's other business operations.
- B. Contractor must not have any financial interests in the outcome of any services it provides under the Agreement except for fees for service under the Agreement.
- C. Contractor must have in place formal policies and procedures to identify and mitigate conflicts of interest and ensure that Contractor's organization, management and employees avoid financial interests and activities that potentially create conflicts of interest. Complete copies of all such formal policies and procedures shall be provided to WCI, Inc. prior to Contractor's commencement of Work under the Agreement.
- D. Contractor and its subcontractors must not be subject to any laws or regulations specific to any greenhouse gas (GHG) reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity. Contractor and its subcontractors must not be a beneficial owner of more than 5% of the voting interests of any entity subject to any of the provisions of any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity. In addition, the Contractor and its subcontractors must not be a beneficial owner of more than 5% of the voting interests of any direct parent company, direct subsidiary or sister company of an entity subject to any of the provisions of any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity.
- E. Contractor must ensure that its employees and subcontractors meet and comply with the requirements described in Sections 27.A through 27.C above.

F. Notwithstanding the foregoing, WCI, Inc. reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest. If WCI, Inc. determines that a conflict of interest exists, or that there is an unavoidable appearance of a conflict of interest that cannot be resolved to the satisfaction of WCI, Inc., WCI, Inc. may terminate the Agreement immediately upon written notice to Contractor.

G. Contractor will advise WCI, Inc. if performing services for other clients could potentially interfere with Contractor's duties pursuant to this Agreement.

28. PUBLICITY

Neither Contractor nor any of its subcontractors shall issue or permit to be issued any press release, advertisement, or literature of any kind that refers to WCI, Inc., any Participating Jurisdiction or any funding entity or the Work performed in connection with the Agreement without first obtaining the written approval of WCI, Inc. Such approval may be withheld for any reason.

29. NO CONFLICT

[Intentionally Left Blank]

30. COMPLIANCE WITH LAWS, SAFETY

Contractor shall give all necessary notices, secure all necessary permits, and comply with all applicable federal, state, provincial and local laws, ordinances, rules and regulations applicable to the Work including, without limitation, all nondiscrimination in employment, safety, health, and environmental laws, rules, and regulations.

31. NO VIOLATION OF OTHER AGREEMENTS OR COVENANTS

Contractor has not signed any other agreement, and has not accepted any obligation, that would interfere or conflict with its ability to fulfill its duties and obligations in connection with the Agreement. Contractor has not entered into and is not bound by any covenants, laws, rules or regulations that would restrict, impair or prevent the performance of its duties and obligations under the Agreement.

32. STATUS

Contractor has the power and authority to enter into and perform its obligations under this Agreement. Contractor's performance pursuant to this Agreement will not violate the legal or equitable rights of any third party

33. RIGHTS AND REMEDIES

Contractor has no recourse against the Participating Jurisdictions or any funding entities, elected officials, commissioners, employees or agents of any Participating Jurisdiction or funding entity for any claim, right or demand arising out of or related to the Agreement.

34. LIMITATION OF DAMAGES

WCI, Inc., its directors, officers, employees and agents and any other Indemnified Party shall not be liable for any special, indirect, incidental, or consequential damages, including economic damages such as lost profits, arising out of or in connection with the Agreement or the performance of the Work, regardless of whether any such person or entity has been told, has reason to know or, in fact, knows of the possibility of any such damages or whether any related claim sounds in tort, contract, breach of warranty or any other theory.

35. THIRD PARTIES

The parties agree that the Participating Jurisdictions and any funding entity are intended third-party beneficiaries of the Agreement. Other than the Participating Jurisdictions and any funding entity, there are no other third party beneficiaries with any rights under the Agreement.

36. RESTRICTIONS ON CONTACT WITH WCI, INC. EMPLOYEES AND CONSULTANTS

Unless otherwise agreed to in writing, the parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, neither party shall knowingly solicit for employment any person employed by the other working under this Agreement. This Section 36 shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

37. REMEDIES OF WCI, INC.

Contractor agrees that it would be impossible or inadequate to measure and calculate WCI, Inc.'s damages from a breach of the covenants of the Agreement. Accordingly, Contractor agrees that if Contractor breaches or threatens to breach any of such covenants in the Agreement, WCI, Inc. will have available in addition to any other right or remedy available to it at law or in equity, the right to seek an injunction from a court of competent jurisdiction restraining such breach or threatened breach and ordering specific performance of any such provision of this Agreement. Contractor further agrees that no bond or other security shall be required in obtaining such equitable relief, and Contractor hereby consents to the issuance of such injunction and to the ordering of specific performance.

38. GOVERNING LAW; FORUM

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict-of-law principles. Subject to the requirements of Section 16 of these General Terms and Conditions, Contractor and WCI, Inc. consent to the exclusive jurisdiction of the federal and state courts of California, in connection with any action or proceeding arising out of the Agreement, or any document or instrument delivered in connection with the Agreement. Contractor and WCI, Inc. waive any objection to such jurisdiction on the grounds of venue or forum non conveniens and any similar grounds, consent to service of process by mail or in any other manner permitted by law, and agree to be bound by any judgment rendered by any such court in connection with the Agreement.

39. NOTICES

All notices or other communications required or to be given under the Agreement shall be given in writing and delivered personally or by nationally recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth in the Agreement. Notice shall be deemed given on the date of delivery in the case of personal delivery, on the date of delivery or refusal of delivery in the case of delivery by overnight courier or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

40. CONSTRUCTION

The Agreement shall be construed neutrally and without regard to the party that drew it, and any ambiguity shall not be interpreted against the drafting party. Headings used in the Agreement are provided for convenience only and shall not be used to construe meaning or intent. Where the context allows, the word "including" shall mean "including without limitation." The word "or" not exclusive.

41. FORCE MAJEURE

Neither Contractor nor WCI, Inc. shall be responsible or liable for any failure or delay in the performance of its obligations under the Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service disruptions, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory actions, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility that are beyond the party's reasonable control and that prevent the party from performing its obligations under the Agreement. Each party shall notify the other of the occurrence of a *force majeure* event as soon as possible after learning of same, and any notifying party shall resume or begin the performance of any delayed or unperformed obligations as soon as reasonably practicable after the end of the *force majeure* event.

42. PARTICIPATING JURISDICTIONS' AND FUNDING ENTITIES' POLICE POWER AND OTHER SOVEREIGN POWERS UNIMPAIRED

Notwithstanding any provision to the contrary elsewhere in this Agreement or these General Terms and Conditions, nothing in this Agreement or these General Terms and Conditions shall limit or otherwise impair in any respect any Participating Jurisdiction's or any funding entity's future exercise of their police power or any other sovereign powers.

43. WAIVER

Each party may extend or waive compliance with any of the agreements of the other party or conditions to such other party's obligations contained in the Agreement.

Any such extension or waiver shall be valid only if set forth in a writing signed by the party to be bound thereby. Any waiver of any term or condition of the Agreement shall not be construed as a subsequent waiver of the same term or condition or a waiver of any other term or condition of this Agreement. The delay or failure of any party to assert any of its rights under the Agreement shall not constitute a waiver of any such rights or in any way affect the validity of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

44. SURVIVAL

The provisions of Sections 8, 10, 15, 16, 24, 25, 26, 28, 33, 34, 35, 36, 37, 38, 39, 40, 42, 43 and 44 hereof shall survive the expiration or termination of the Agreement.

45. INTERPRETATION OF AGREEMENT

Any such ambiguities will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of both Parties at the time of contracting. To the extent there is any conflict or any ambiguity between the terms set forth in the attachments and exhibits of this Agreement, the conflict or ambiguity shall be resolved by applying the terms of the Agreement attachments and exhibits in the following order: Attachment C (General Terms and Conditions), Attachment A (Scope of Work), Attachment B Budget Detail, Attachment D (Individual Conflict of Interest and Confidentiality), Attachment D-1 (Organization Conflict of Interest and Confidentiality), Attachment E (Contractor's Insurance Requirements), Attachment G (Request for Proposal) and Attachment F (Contractor's Proposal).

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 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 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 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 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, emails, 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 Section 26 of the Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone No.: _____

Fax No.: _____

Email 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 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 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 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 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 _____'s 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, emails, 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 Section 26 of the Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone No.: _____

Fax No.: _____

Email 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(s) (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 [REDACTED] per occurrence and at least [REDACTED] products/completed operations aggregate and a [REDACTED] 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 is 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 [REDACTED] 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 [REDACTED] for bodily injury per person, [REDACTED] property damages and [REDACTED] 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 [REDACTED] per claim and written on a claims made bases.
6. 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 [REDACTED]. 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.
7. **General Insurance Provisions**
- 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.
 - Proper Address for Mailing Certificates, Endorsements and Notices shall be:

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

- 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.
- Contractor shall ensure that its sub-contractors of every tier also carry insurance with the provisions of this Contract Insurance Requirements Attachment.

ATTACHMENT F CONTRACTOR'S PROPOSAL

**CITSS System IT Assessment RFP
No.: 2017-01**

Quebec City, March 31, 2017

Submitted by:

Gelder, Gingras & Associates
Inc. 130, Slater Street, Suite
310 Ottawa, Ontario, K1P 6E2
xenos@gelder-gingras.ca

Page 37 of 129

Ottawa, March 31, 2017

WESTERN CLIMATE INITIATIVE, INC.
rfp@wci-inc.org

Re: CITSS System Information Technology Assessment

Dear [names]:

Gelder, Gingras & Associates is a consulting firm specializing in strategy. We are pleased to submit this bid in response to the request for proposals referenced above. We offer an experienced team that has completed many different assignments over the last twenty years. This track record has given us a thorough understanding of enterprise architecture, business transformation, and information technology strategies.

Over the years our advisors have worked in a variety of organizations in the public and private sectors. Some of the situations they have faced were highly complex. We have developed personalized strategies in line with best practices, to offer our clients a valuable set of accelerators. We have also developed an operational structure whereby each advisor can draw on specialized expertise at any time during the course of a job. This structure is a perfect match for the needs described in the RFP.

- Work planned in very close partnership with our clients
- Approach based on strategic task alignment
- A structured hub for knowledge sharing so information can be accessed quickly
- A community of experienced advisors ready to provide ad hoc support
- An outcome-based mechanism managed in agile mode and setting out specific results to be achieved

In addition, Gelder, Gingras & Associates advisors have worked on a very large number of projects that include the work described in the RFP documents—diagnosis, strategic vision, governance, strategic alignment, implementation strategy, and performance. Our many satisfied clients can vouch for our work.

Gelder, Gingras & Associates also specializes in training and knowledge transfer. We believe our clients need to be able to absorb our advice before they can apply it to their daily operations. To this end, our advisors have created and taught numerous training courses in strategy and IT. These university-level courses have helped organizations develop and expand their employees' skills.

In addition, Gelder, Gingras & Associates enjoys the benefit of numerous strategic alliances in enterprise architecture and audit and assessment. This is an area we specialize in and where we take a proactive approach with a view to ongoing improvement. Some of our alliances:

- Open Group (TOGAF): As an active corporate member, we regularly take part in conferences and help write presentation papers for this organization.

- AEA (Association of Enterprise Architects): We are a corporate member and the president of the Montreal/Quebec City chapter is one of our advisors (Mr. Radu Sava).
- CeRTAE (Centre de recherche et de transfert en architecture d'entreprise): We play a leading role in this organization and are very active in managing and producing enterprise architecture content.
- Information Systems Audit and Control Association (ISACA): A number of the advisors who will be working on your account are members of ISACA, use ISACA tools (COBIT 5), and actively participate in local chapters.
- Canadian Evaluation Society: We are CES members and take part in the annual conference.
- DAMA (Data Management Association): We are DAMA members.
- The Data Warehouse Institute (TDWI): We are TDWI members.

The enclosed proposal is submitted in response to RFP No, 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 noncompliant 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.

[Signature on page]

Xenos Khan, MBA, TOGAF
 Vice President, Consulting
 Services, Gelder, Gingras &
 Associates
 130 Slater Street, Suite 310
 Ottawa, Ontario, K1P 6E2
 Telephone: 819-664-2598
 Email: xenos@gelder-gingras.ca

TABLE OF CONTENTS

SUMMARY	5
1. CONTRACTOR’S FINAL TECHNICAL PROPOSAL – APPENDIX F (RFP DOCUMENT)	6
1.1. Expérience du soumissionnaire dans des projets similaires	6
1.2. Qualifications et expérience pertinente du personnel clé	6
1.3. Approche technique de l’évaluation	6
1.4. Ébauche du plan d’évaluation des TI et de l’échéancier	10
1.5. Plan de gestion	12
1.6. Examen des conflits d’intérêts potentiels	15
2. CONTRACTOR’S FINAL COST PROPOSAL – APPENDIX G (RFP DOCUMENT)	17
3. OFFEROR’S TERMS AND CONDITIONS	18
3.1. Conditions relatives aux prix soumis	18
3.2. Assurances	19
4. OFFEROR’S REFERENCE FORM	21
[REDACTED]	24
[REDACTED]	29
[REDACTED]	36
[REDACTED]	43

SUMMARY

Gelder, Gingras & Associates, a company specializing in strategy and governance, is pleased to present this proposal, designed to meet your organization's expectations. We learned from the RFP document that Western Climate Initiative, Inc. (WCI) is a non-profit organization with an important environmental mission.

Greenhouse gas (GHG) emission allowance cap-and-trade management is a fast-growing industry. WCI currently outsources its business services to contractors specializing in technology services. Its main system is a customized application (CITSS) developed by CSRA and hosted in the cloud.

To ensure growth, WCI needs to leverage the capabilities of information technology. The following are some of the key items in need of management:

- Governance of support processes for outsourcing information technology
- Scalability of the hardware, software, and CITSS system features with the assurance of continued high performance
- Safe and efficient operations

To carry out its mission effectively and according to best governance practices, WCI management needs an independent assessment and audit to gather information on information technology and the CITSS system.

Gelder, Gingras & Associates has extensive experience in audits, enterprise architecture, and information technology management. In circumstances such as those facing WCI, it is critical for the audit to be carried out according to a vision rather than according to the existing approach. This is a very important consideration.

Gelder, Gingras & Associates can provide an experienced team to carry out this important audit. Our advisors will use recognized strategies and strategies they have developed on similar assignments. These strategies will be customized according to the method, values, and needs specific to the task at hand. In addition, Gelder & Gingras advisors are backed by an experienced team ready to step in at any time if a specific need arises.

The sections below present our technical approach, work plan, advisors, draft assessment plan, and references from satisfied clients. We also set out our price proposal and address the criteria specified in the RFP document.

1. CONTRACTOR'S FINAL TECHNICAL PROPOSAL – APPENDIX F (RFP document)

Gelder, Gingras & Associates is pleased to present this proposal in response to the CITSS Information Technology Assessment request for proposals. Gelder, Gingras & Associates, recognized by the Canadian Association of Management Consultants (CMC-Canada), is a bilingual company with many years of experience in consulting for federal, provincial, and municipal organizations across Canada and abroad.

We are certain that the unique expertise our team brings to the table for this challenge will bring added value to all your projects. The team members have been carefully selected for their experience in the areas of specialization relevant to this request for proposals.

1.1. Experience on Similar Projects

As requested in the RFP document, in Section 4 of the submission we have included the offeror's reference forms.

1.2. Key Personnel's Qualifications and Relevant Experience

As requested in the RFP document, we have included the résumés of our team members:

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

1.3. Technical Approach

Overview of our approach

To ensure high-quality service and compliance with deadlines, Gelder, Gingras & Associates has developed an approach based on interaction among participants and on mechanisms that provide clients with a high level of service. Five main principles form the basis for our approach: meticulous planning to anticipate all needs, effective use of talent, application of client's standards and procedures to all work performed, ongoing dialogue among those involved, and the use of accelerators in carrying out the work (TOGAF, Kaplan & Norton, Cobit, ITIL, IEEE, ISO, etc.).

Each advisor is an expert in his or her field and will be available when required according to the work plan. This method allows us to provide input from the best

talent and an unparalleled degree of quality. In addition, an experienced project manager oversees all job stages, ensures quality assurance, and proactively manages risks.

We use industry best practices for job scheduling, tracking deliverables and outstanding items, collaboration, and working in agile mode.

Our auditing expertise

Our team of auditors specialized in information technology assessment has developed an approach based on the most widely recognized standards in the industry for assessing processes and software components (IEEE 1028, ISO 15504 (SPICE), and ISACA). Our expertise in this area covers all aspects of information resource management and includes technical expertise (configuration, operation, hosting, development, continuity, and security). Our team also has extensive experience actually implementing solutions within organizations, giving it a leg up on auditors without this specific expertise.

Proposed approach for the technology audit

Our approach begins with ensuring a thorough understanding of your business ecosystem, the various players involved, and how IT assessment in connection with your CITSS system fits into the process.

This will allow us to draw up a proposed work plan and timeline for the IT assessment and carry out the assessment itself. We will assess CSRA's practices for the various components noted (software development, hosting, maintenance, and project management) and for overall technology management practices. To this end, we will be analyzing only that information provided in advance or collected at scheduled workshops. Our approach consists of determining whether CSRA applies best practices and applies practices correctly:

- The management practices assessment seeks to determine whether CSRA is doing the right things. The goal is to assess the efficiency of the approaches and methods (processes and procedures) used for managing information resources (scope, development, maintenance, security, etc.);
- Assessment of how practices are applied is to determine whether CSRA is doing things properly, particularly in terms of standards. The goal is to analyze various system components in order to assess system suitability for intended or future use; to address capacity, scalability, and security challenges; and to identify noncompliances with specifications or standards.

Observations gathered during our reviews will be used in the technology audit report and will form the basis of our conclusions and recommendations.

Note: The full plan, including delivery dates, can be found in Section 1.4.

Identified risks and requirements

Our reviews are based on the documents provided (artifacts, source code, etc.) or interviews with employees. It is essential that CSRA and the participating jurisdictions cooperate.

The biggest risk to the audit is with regard to the information required and can stem from either a lack of cooperation with our efforts to obtain timely information and/or insufficient documentation in response to our questions. We suggest drawing up a workshop schedule and identifying the required documents in advance so that all stakeholders are informed as quickly as possible. In addition, a stakeholder management strategy could be developed to address more obvious risks.

Our advisors

Gelder, Gingras & Associates will assign advisors with the right skills and expertise to carry out the required work. In addition, Gelder, Gingras & Associates has many skilled and high-caliber employees at its Ottawa and Quebec City offices ready to work on strategic and tactical briefs. This allows us to take full advantage of trends and best practices. Moreover, Gelder, Gingras & Associates advisors make a point of researching, adapting, and optimizing innovative solutions for its clients and producing very high-quality results. Ten or more strategic advisors can be assigned to the job, as needed.

Gelder, Gingras & Associates is also backed by a network of partners to ensure we meet our clients' needs. For this assignment, however, we do not expect to use external resources as consultants.

Note: Each proposed advisor's specific expertise relevant to the requirements is indicated in their résumé.

Planning the work

Gelder, Gingras & Associates will plan the work based on its experience with similar jobs, drawing on the caliber and skill of the proposed advisors and empowering the team members assigned to each job or task.

Success requires a climate of trust among all those involved. To this end, each aspect of the job is planned according to the following:

- Taking the big picture into account as well as the internal and external environment
- Taking a comprehensive approach compatible with the results-based management framework and the principle of transparency
- Paying close attention to the needs of those involved, complying with the management procedures in place, and developing solutions aimed at achieving the organization's objectives

- Getting employees involved, drawing on their skills in identifying and implementing action plan items, and ensuring that the knowledge of the external advisors is duly transferred to the internal advisors
- Reacting promptly when priorities change
- Communicating effectively with all stakeholders

To ensure information is circulated, our primary strategy will be to hold workshops throughout the assignment and use them as opportunities to bring key players together and share information. The various teams on the project will be able to present information at each of the main project phases according to each phase's specific requirements.

Relevant knowledge of the project context is also important to bolster the decision-making process and provide for better tracking of project deliverables. A project of this nature also requires synergy with the organization's content, structure, and people. Our seasoned project manager uses a personalized approach that draws on specific factors to produce results in line with expectations. These factors are the following:

- Specific results from the structural and human components, i.e., project management, communication, training, and change management
- Specific results based on content including the context and business needs, requirements, guidelines, best practices, transition timeframe, impacts, and a realistic schedule as well as tie-ins with financial planning

Quality and timeliness

The project leader plays a key role in ensuring deadlines are met and work is coordinated. As head of the Gelder, Gingras & Associates project team, the project leader works with the manager to identify the impact on deadlines should resources depart the team and identifies new resources with the right expertise to take their place.

To provide added value and ensure that deliverables are effective, useful, and of the highest quality, a results compliance mechanism is put in place to identify specific results required for each factor. These results are identified at the work planning stage and are verified using a suitable reporting process as work is completed. Gelder, Gingras & Associates uses best industry practices and recognized methodologies. At project start, we identify your desired deliverables and results.

Careful management of production of these deliverables is how we ensure that you get the level of quality you need and expect. To this end, we follow all your established methods and procedures as we perform our work. We ensure quality and place our seal of excellence on each deliverable as our guarantee that the results serve their intended purpose and comply with the implementation plan.

1.4. Draft IT Assessment Plan and Timeline

Gelder, Gingras & Associates will draw up the assessment plan as soon as the job starts. The launch meeting will include open discussion of WCI's vision and future challenges to guide the analysis work according to WCI's strategic objectives. We think that these strategic challenges deserve special attention to ensure the final recommendations are on target. The objectives and scope of the assessment can then be determined.

We understand that documents needed for our analysis will be available to us in a secure directory once we begin our work. Preliminary analysis of these documents will help us decide if we need any further documents to guide our work to successful completion. Such potential documents will be identified when we draw up the production plan and will be made available within the next ten days.

Exemplary practices, standards, methods, and procedures will then be listed and described in the production plan. These are summarized in the technical section of our proposal.

Structure of the final report

At this point, we feel the structure of the final report is suitable as proposed. It will be discussed when the production plan is drawn up and any necessary improvements made. We propose the following structure for the final report:

1. Summary
2. Overview and Audit Objectives
3. Scope and Methodology
4. Observations and Analysis
 - a. System Development/Technology Management
 - b. Overview of the Database
 - c. Hosting Services
 - d. Security Assessment
 - e. Usage of Operational Processes and Procedures
 - f. Other Recommendations
5. Recommendations
 - a. Application Development/Technology Management
 - b. Overview of the Database
 - c. Hosting Services
 - d. Security Assessment
 - e. Usage of Operational Processes and Procedures
 - f. Other Recommendations
6. Implementation Plan with Timeline
7. Cost Estimate

Appendices (all the conclusions of the IT assessments)

Deliverables

As mentioned in the RFP document, the deliverables Gelder, Gingras & Associates has identified and agreed to are as follows:

- Draft Work Plan
- Final Work Plan
- Presentation of the Findings of the CITSS System Application IT Assessment
- Draft IT Assessment Report
- Final IT Assessment Report

Preliminary Timeline

As the timeline for completing the project is short, Gelder, Gingras & Associates is planning to start in early May to have enough time for analysis before the summer and thus minimize the consequences of key people being on vacation. The analysis period will run from mid-May to mid-July, and the CSRA visit will take place ideally before the American Independence Day holiday.

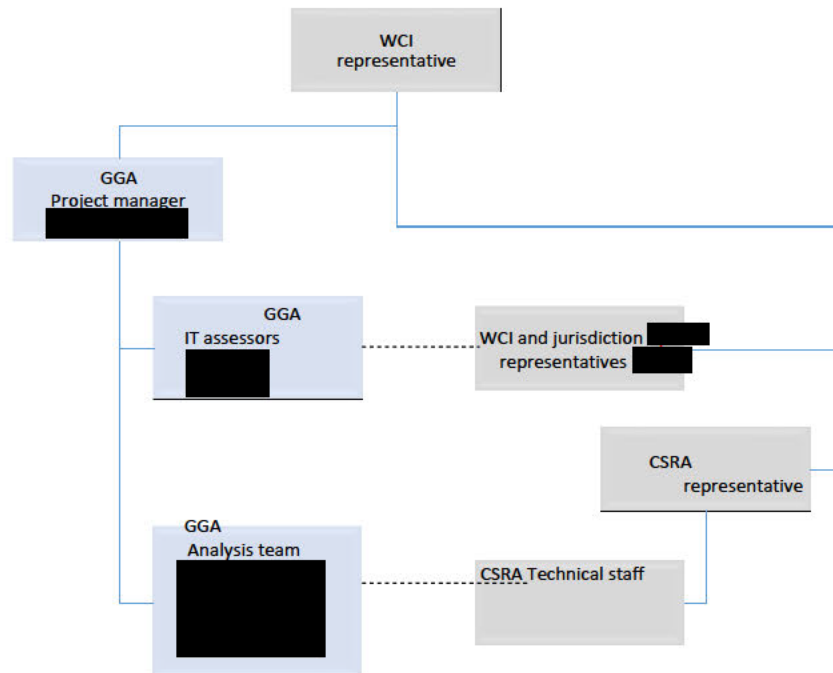
Timeline	Date
Start of work	
Launch meeting	
Draft Work plan	
Receipt of comments on the plan	
Final work plan	
Analysis of the available documents	
CSRA visit	
Presentation of the assessment's conclusions	
Draft assessment report	
Comments on the report received	
Presentation of the final report	
Final IT assessment report	

We can discuss this timeline at the launch meeting before it is finalized and formalized when we submit the final assessment plan.

1.5. Management Plan

Management structure

This section describes how Gelder, Gingras & Associates will organize its services according to the structure and interactions with WCI and CSRA teams.



This operational structure will allow us to carry out the work while making sure we meet the identified needs and challenges, including the following:

- Alignment of the assessment work
- Communication with the various teams
- Quality of deliverables
- Knowledge transfer

Shared responsibilities

The structure can be divided into three categories: management, strategy, and assessment.

For project management, the WCI project manager, the Gelder, Gingras & Associates project manager, and the CSRA representative will coordinate the work and facilitate communication among all those involved to ensure the project is a success.

The IT assessors, in addition to contributing to certain assessments, will convey the strategic issues to jurisdiction representatives to guide the work as a whole.

As for assessment specialists, they will focus on analyzing processes and identifying potential improvements. This approach is typical for agile-mode

management where the goal is for technical managers to fully concentrate on their work.

Sharing responsibilities among participants will foster communication and coordination.

Description of the process, tools, and techniques

The approach, components, and deliverables are based on characteristics specific to Gelder, Gingras & Associates. The list below gives an overview of the management aspects of our approach.

- An experienced project manager involved in all phases of the project and who provides quality assurance at each stage
- Active participation based on effective communication mechanisms
- Production process split into tasks that give intermediate results in anticipation of the final deliverables This way, everyone involved can track job progress, with no surprises at the end
- Management indicators for effective tracking
- Vetted implementation strategy that takes into account budgetary constraints, available staff, and the organization's capacity for change

The following mechanisms are also included for more efficient tracking:

Mechanism	Description
Work planning	In accordance with the client's and Gelder, Gingras & Associates' best practices, the work will be planned once the project charter is drawn up at job start. The resulting timeline will be used for tracking production to ensure the work is progressing and to make adjustments as necessary.
Regular progress reports	Progress reports show the job's progress at regular intervals. These reports are used to identify problem areas and make any adjustments needed.
Outstanding items	Outstanding items allow the advisor to report a problem outside his or her remit and ensure it is taken care of as quickly as possible so that project objectives can be met.
Deliverable tracking	Deliverable tracking ensures that the various deliverables are submitted according to plan and ensures compliance with the vetting and approval cycles. Problem areas will be identified promptly and corrective measures taken.
Presentations	Throughout the tracking process, presentations will be made as needed to client representatives to report on the work and confirm that it is proceeding as per the client's objectives. This will make it possible to address any problem areas that may appear.

Mechanism	Description
Close tracking of client processes (client's quality assurance policy)	Gelder, Gingras & Associates closely tracks the processes, procedures, and instructions provided by the client. When we notice a discrepancy between our methods and those of the client, the project manager discusses the situation with the client representative and, with the client's approval, uses whichever methods are more rigorous.

Preventive measures to remedy any delays

The Gelder, Gingras & Associates production team uses an internal work tracking mechanism as the job progresses. Work is tracked weekly, and progress is compared to the production plan. The production team also schedules weekly meetings to discuss progress and the challenges and risks involved in the project.

This means any delays can be identified promptly and catch-up measures will then be implemented by reassigning tasks or responsibilities so that the work stays on track.

Potential delays stemming from the way production is organized among Gelder, Gingras & Associates, WCI, the jurisdictions involved, and CSRA will be reported to the WCI project manager for resolution.

Performance indicators

The frequent weekly team meetings will be helpful in drawing up monthly progress reports, which will include a description of the work undertaken, problems encountered and strategies for resolution, activities planned for the next month, and indicators used to compare progress against the plan. These indicators provide a comparison between the expected work and the actual progress of work completed under the plan. As this is a flat rate contract, detailed descriptions of each key participant's work will not be provided.

Biggest risks associated with CITSS system IT assessment

In reviewing the RFP document and the State of Work, we have identified the following risks in the assessment of WCI's IT:

- CSRA contractor transparency concerns, limiting access to certain information from the CITSS system or the host
- Carrying out the project in summer could be affected by staff vacations
- Quick availability of CSRA and WCI resources
- Expectations concerning the granular level of detail, with the audit only covering the various processes and not configuration or technical output details

A risk table will be included in the monthly progress report, and these risks will be reassessed for criticality every month. Risks will also be discussed regularly at the production team's weekly meetings. All issues relating to these risks will be discussed with the WCI project manager and the CSRA representative, as necessary.

1.6. Potential Conflicts of Interest

APPENDIX D1: ORGANIZATION CONFLICT OF INTERESTS AND CONFIDENTIALITY STATEMENT

I certify that GGA is not the 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) emission reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity.

I certify that should GGA become the 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 GHG emission reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction, or any funding entity, I will immediately notify WCI, Inc.

I certify that GGA is not the 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 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 should GGA become the beneficial owner of more than 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 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 notify WCI, Inc.

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

I certify that GGA will keep confidential and secure and will not copy, give, or otherwise disclose to any other person or entity that 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 that I learn or acquire in the course of performing duties under the Agreement, and that GGA will follow any instructions provided by the WCI, Inc. Project Manager relating to the confidentiality of Project information. It is understood 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 relating to any of the requirements under the Project, including oral discussions, telephone conversations, emails, attachments, letters, and faxes
- e) All notes, data, analyses, compilations, and reports prepared by _____ GGA _____ that contain or are based on Confidential Information;
- f) All other information identified in the Agreement as Confidential Information.

I certify that GGA 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. It is understood that GGA is authorized to disclose such information if required pursuant to the law or legal process. I certify that GGA understands that any unauthorized disclosure of Confidential Information will be handled in accordance with the confidentiality provisions of the Agreement.

Date: March 31, 2017

Signature: [Signature on page]

Printed name: Xenos Khan

Title: Vice President, IT Consulting

Organization: GGA - Gelder, Gingras & Associates Inc.

Telephone: 819- 664-2598

Fax: none

Email: xenos@gelder-gingras.ca

Capitalized terms used but not defined in this Conflict of Interest Statement shall have the meanings assigned to such terms in the Standard Agreement, dated March 31, 2017, between Western Climate Initiative, Inc. and GGA.

2. CONTRACTOR'S FINAL COST PROPOSAL – APPENDIX G (RFP DOCUMENT)

The following table details our cost proposal:

Task	Task Description/Deliverable	Level of effort	Cost
1.	IT Assessment Work Plan and Schedule	50	
2.	CITSS IT Assessment (total cost for this task)		
2.1	CITSS System Technical and Program Assessment	55	
2.2	Database Overview	22	
2.3	Security Overview	21	
2.4	Hosting Services	62	
2.5	Methodology and Usage of Operational Processes and Procedures	32	
2.6	Presentation of IT Assessment Findings	16	
3.	Draft and Final IT Assessment Report	17	
	Total for all tasks	275	\$194,975.00

3. OFFEROR'S PROPOSED TERMS AND CONDITIONS

Terms and Conditions on Submitted Prices

3.1.

Gelder, Gingras & Associates is submitting the following price for the work described in Request for Proposal No. 2017-01. This price covers all work and is subject to the following terms and conditions:

- The work is scheduled to be conducted continuously for a period of four (4) months, and any changes to the schedule must be subject to an agreement with GGA;
- GGA personnel will have access to all relevant information about the project. Documentation will be available before the project starts or within two (2) weeks of the start of work if a document is identified while the project plan is being prepared. Any missing documents may render the corresponding analyses incomplete;
- WCI personnel will be available to take part in meetings and presentations, to provide further information, or to validate information;
- WCI will make arrangements ahead of time to ensure the availability and cooperation of technology service providers;
- Meetings and interviews will be planned at the preparatory work stage of the project, and WCI will assign a staff member to coordinate meetings between GGA and attendees;
- A single three-day tour of CSRA premises is planned;
- Individuals identified for interviews must make time for an interview of approximately sixty (60) minutes;
- The planned presentations must be given in the weeks scheduled and cannot be rescheduled for a later date;
- The goal of all analysis conducted is to produce an audit based on best practices and with the appropriate recommendations. These recommendations concern only processes regarding the various components audited. At no time will GGA personnel be required to produce strategies, design specific content, or produce application code;
- The specific scope of the recommendations will be provided. Recommendations will not include detailed cost/benefit or risk management analysis, nor estimate the effort required to implement the recommendations;
- GGA will provide only audit consultation services and will not fill any management role, make any management decisions, or implement any solutions or processes;

- GGA will provide high quality services that include all appropriate steps to meet the objectives at hand;
- The deliverables will be produced in Word format, and an executive presentation will be produced in PowerPoint format;
- In the event that any additional work by WCI is required, an additional amount will be invoiced after an agreement has been reached between both parties.

3.2. Insurance

[REDACTED]

[REDACTED]

Details have been removed for business confidentiality and competitiveness reasons

4. OFFEROR'S REFERENCE FORM

REFERENCE 1

Brief description of services provided

Our Job: Auditing and assistance for an organizational IT strategy

The goal of the [REDACTED] strategy is to provide high quality services to the entire population while maintaining a high level of operational performance. Given the economic and demographic context and requirement for innovation, information technology has a key role to play in achieving this goal. This role must be underpinned by an appropriate strategy for the organization. The strategy must align with [REDACTED] specific business needs, not seek to exploit every capability information technology has to offer. In addition, it must be backed by an implementation strategy strategically aligned with the organization's direction and environment.

Our job:

- Conduct a diagnostic audit of the existing situation
 - Alignment of IT with [REDACTED] strategy and the public services it provides
 - IT governance framework
 - Applications architecture and integration
 - Systems architecture and integration
 - Value chain processes: governance, transformation, operations, security, user services, resource management
 - Use of IT tools
- Develop recommendations, an IT vision, and a governance framework to support the IT organizational strategy
- Produce the strategic alignment, implementation strategy, and investment plan
- Produce strategic briefs for implementation (ongoing)
 - IT assets to pool and share
 - Metamodel of IT assets
 - Management of investments and human capital
 - Use of information
- Facilitate workshops, develop and deliver executive presentations

REFERENCE 2

Brief description of services provided

Our job: Diagnosis and recommendations for bolstering online services

More and more, Quebec employers and workers are using [REDACTED] online services. [REDACTED] strategic plan includes a major shift to digital that will accentuate this tendency in coming years. As a result, ensuring stability, quality, and organizational performance in electronic services delivery (ESD) and electronic records are key priorities now and going forward in order to make sure clients are satisfied with their electronic dealings with [REDACTED].

The first goal was to conduct a diagnostic assessment of how clients interact [REDACTED] then identify any needs in order to guide, prioritize, and carry out the development work required to meet growing public expectations for online services and new demands, including for 24/7 or virtually 24/7 access, fast response times, and increased stability of digital services.

This led to recommendations on a variety of services and what needed to be further developed and implemented in order to improve service quality and to evolve ESD based on [REDACTED] digital objectives.

Two types of recommendations were made. The first had to do with [REDACTED] processes—every step in a digital production chain, from delivery to operation—and leveraging new tools [REDACTED]. The second type of recommendations focused on needs and was geared toward other issues under the umbrella of the IT Department, such as enterprise architecture and solution design.

Achievements and deliverables:

- Draw up a status report on overall e-services
- Conduct interviews on the existing situation and target outcome
- Do a comparative study with similar organizations
- Conduct a diagnostic assessment of the current status of delivery and operation of electronic services
- Make recommendations on desirable improvements
- Establish a work plan for making this digital shift
- Define and manage next steps in follow-up to recommendations

REFERENCE 3

Name of organization

Address (number and street)

State/Province

Contact person

Date of service (start and end)

Brief description of services provided

Our job: Support for enterprise architecture development

After an internal audit to assess the risks of [REDACTED] existing enterprise architecture approach, it was determined that the [REDACTED] had not yet arrived at a mature, business-based architecture that extended beyond individual projects. With a view to modernizing and aligning its IT systems and main transformation initiatives, [REDACTED] set out to develop a second iteration of its target architecture in order to:

- Create a benchmark enterprise architecture based on the organization's business architecture
- Provide a governance and planning foundation for its IT initiatives on key projects
- Set out responsibilities and clear governance guidelines for project implementation
- Assess suitability of current project portfolio
- Optimize results in areas where [REDACTED] had invested sizable amounts

Inhouse work at the client's took [REDACTED] and represented [REDACTED] in professional planning and transformation services.

Innovations, initiatives, and deliverables:

- Helped develop the transition vision and strategy and IT roadmap for the [REDACTED]
- Conducted a diagnostic analysis of the current status of architectural components (company, IT, applications, and security)
- Developed a services-based modernization vision and strategy (business and IT)
- Identified and defined [REDACTED] business and IT capabilities
- Created a [REDACTED] business model to serve as a benchmark for all activities
- Modeled user and needs analysis cases for key projects, including case management, MDM, and AOS
- Integrated LEADIng Practice methodology when creating the target architecture
- Created a roadmap focused on IT investments, creating value for these projects, identifying emerging opportunities, and identifying discrepancies between projects
- Facilitate workshops, develop and deliver executive presentations

RÉSUMÉ

Details have been removed for business confidentiality and competitiveness reasons

ATTACHMENT G
WCI, Inc. REQUEST FOR PROPOSAL



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

Release Date:
03/10/2017

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Request for Proposal IT Assessment

Contents

Acronyms and Definitions	67
1. Purpose and Objectives	69
2. Background	69
3. Working with CSRA to Conduct the IT Assessment	70
3.1 Hosting Services	70
3.2 Application Development/Technology Management	71
3.3 Business Operational Processes and Procedures (including DRP/BCP)	72
4. Statement of Work Summary	72
4.1 Task 1: Prepare an IT Assessment Plan and Work Schedule	72
4.2 Task 2: Conduct a CITSS IT Assessment	72
4.2.1 CITSS System, Technical, and Program Assessment	72
4.2.2 CITSS Database Assessment	73
4.2.3 CITSS Hosting Assessment	73
4.2.4 CITSS Security Assessment	73
4.2.5 CSRA's Methodology and Usage of Operational Processes and Procedures Assessment	73
4.3 Task 3: Prepare and Present the Draft and Final IT Assessment Reports	73
5. General Proposal Requirements and Information	74
5.1 Key Dates	74
5.2 General Proposal Requirements	74
5.3 Proposal Submission	76
5.4 Modification and/or Withdrawal of Proposals	77
5.5 Offeror's Responsibilities	77
5.6 Signature	78
5.7 Disposition of Proposals	78
6. Technical Proposal Requirements	78
6.1 Experience of the Offeror on Similar Projects	78
6.2 Key Personnel's Qualifications and Relevant Experience	78
6.3 Technical Approach to the Assessment	79
6.4 Draft Technology IT Assessment Plan and Schedule	80

6.5 Management Plan	80
6.6 Potential Conflicts of Interest	81
7. Cost Proposal Requirements	81
7.1 Price and Payment Criteria	82
8. WCI, Inc. Evaluation Process	82
8.1 Technical Evaluation	82
8.2 Cost Evaluation	83
ATTACHMENT A: STATEMENT OF WORK	84
I. Project Tasks	84
1. IT Assessment Plan and Work Schedule	84
2. CITSS IT Assessment	84
2.1 Application Development / Technology Management	85
2.2 Database Assessment	85
2.3 Hosting Services Scope Details	85
2.4 Security Assessment	86
2.5 Assessment Methodology and Usage of Business Operational Processes and Procedures (including BCP/DRP)	86
3. Draft and Final IT Assessment Reports	87
II. Contractor Deliverables	87
Task 1 Deliverables: Develop IT Assessment Work Plan and Schedule	87
Task 2 Deliverable: WCI, Inc. Management Presentation of IT Assessment Results	88
Task 3 Deliverables: Draft and Final IT Assessment Reports	88
ATTACHMENT B: BUDGET DETAIL AND PAYMENT PROVISIONS	89
ATTACHMENT C: ACCESSIBLE DOCUMENTS	90
ATTACHMENT D: INDIVIDUAL CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT	92
ATTACHMENT D1: ORGANIZATION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT	94
ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS	96
ATTACHMENT F: CONTRACTOR'S TECHNICAL PROPOSAL	98
ATTACHMENT G: CONTRACTOR'S COST PROPOSAL	99
ATTACHMENT H: OFFEROR REFERENCES FORM	100
ATTACHMENT I: OFFERER'S PROPOSED TERMS AND CONDITIONS	101

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).¹

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

¹ For additional information on the programs, please refer to the following websites:

California: www.arb.ca.gov/cc/capandtrade/capandtrade.htm

Québec: www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm

Ontario: www.ontario.ca/page/cap-and-trade

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.²

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. For the purpose of this document, the phrase "CSRA has agreed 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

² For additional information on CITSS, please refer to the following websites:

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

California: www.arb.ca.gov/citss

Québec: www.mddelcc.gouv.qc.ca/changements/carbone/Systeme-plafonnement-droits-GES-en.htm

Ontario: www.ontario.ca/page/cap-and-trade

- 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
* All Times are Pacific Daylight Time (Pacific Time or PT).		

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

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:

Required Proposal Sections	
	Title Page
	Cover Letter
	Table of Contents
	Executive Summary
	Technical Proposal (See RFP Section 6) <ul style="list-style-type: none"> • Experience on Similar Projects • Key Personnel's Qualifications and Relevant Experience • Technical Approach • Draft Technology IT Assessment Plan and Schedule • Management Plan • Potential Conflicts of Interest
	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 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

2. All documents requiring signatures contained in the original proposal package must have the Offeror's authorized personnel signatures.
3. 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 [REDACTED] to [REDACTED] (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		
	Total for All Tasks		

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:

4. 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).

5. 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.

3.2 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.

6. 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.

8. Executive Summary
9. Overview and IT Assessment Objectives
10. Scope and Methodology
11. 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
12. Recommendations
 - g. Application Development/Management of Technology
 - h. Database Overview
 - i. Hosting Services
 - j. Security Assessment
 - k. Methodology and Usage of Operational Processes and Procedures
 - l. Other Recommendations
13. Implementation Plan with timeline
14. 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

B. Invoicing and Payment

1. 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.
2. 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"> – Overview of components – Schemas – Log management – Data storage – Security tools and posture – Type of language – Programming tools – Documentation platform – Software framework – Software program structure – Coding concepts or rules – Pair programming – Test-driven development – Codenarc (include description of custom rules) – Coding standards – Code documentation process – Process for code check-ins – Stories closing process – Code reviews, code coverage
CITSS Database Assessment	<ul style="list-style-type: none"> – Overview of data organization – Data administration includes MYSQL configuration, backup management – Amazon Relational Database Service (RDS) – Data encryption procedures – Data recovery mechanism – Data performance evaluation process – Ease of exploitation
CITSS Hosting Assessment	<ul style="list-style-type: none"> – Description of physical structure and processes – Internal hosting processes – CITSS web application hosting procedure – Testing environments – Production environments – Operations management – Approach on capacity assessment of infrastructure – Adjustment capabilities
CITSS Security Assessment	<ul style="list-style-type: none"> – Business practices for secure software web application – CSRA resources – Internal maintenance measures – Application security measures – Continuous process improvement – Access management – Developer training – Backlog management – Release management – Threat response process
CSRA's Methodology and Usage of Operational Processes and Procedures	<ul style="list-style-type: none"> – CSRA's Agile methodology and SDLC – Engineering principles, procedures, team principles, and workflows – Internal code review process – Data integrity mechanisms

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:

- F. 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.
- G. Any personally identifying information, proprietary process, or sensitive, non-public market data.
- H. 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.
- I. 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.

- J. 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:

- G. 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.
- H. Any personally identifying information, proprietary process, or sensitive, non-public market data.
- I. 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.
- J. 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.
- K. All notes, data, analyses, compilations, or reports prepared by _____ that contain or are based upon confidential information.
- L. 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 [REDACTED] per occurrence and at least [REDACTED] products/completed operations aggregate and a [REDACTED] 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 [REDACTED] 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 [REDACTED] for bodily injury per person, [REDACTED] property damages, and [REDACTED] 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 [REDACTED] per claim and written on a claims made bases.
6. **Cyber Liability Coverage (if applicable).** Insurance with limit no less than [REDACTED] per occurrence or claim, [REDACTED] aggregate that includes:

- Security and privacy liability
- Media liability
- Business interruption and extra expense
- 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 [REDACTED]. 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

- 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.
- Proper Address for Mailing Certificates, Endorsements, and Notices shall be:

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

- 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.
- 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.]