



CONTRACT
Help Desk Services for the
Compliance Instrument Tracking System Service (CITSS)

October 1, 2012

STANDARD AGREEMENT ("Agreement")

	AGREEMENT NUMBER 2012-02
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1. This Agreement is entered into between Western Climate Initiative, Incorporated (WCI, Inc.) and the Contractor named below:

CONTRACTOR'S NAME
ICF Incorporated, LLC

2. The term of this Agreement is: **Thirty six (36) months, beginning on October 1, 2012 and ending on September 30, 2015.**

3. The maximum amount of this Agreement is: **[REDACTED] (US)**

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 ("Work" or "Work Schedule")
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 Technical Proposal
Attachment G - Contractor's Cost Proposal

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

CONTRACTOR		WCI, Inc. Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) ICF Incorporated, LLC		
BY (Authorized Signature) Timothy Lowry signature on file	DATE SIGNED 10/5/2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Timothy M. Lowry, Director, Contracts		
ADDRESS 9300 Lee Highway, Fairfax, VA 22031		
CONTRACTEE		
CONTRACTEE'S NAME Western Climate Initiative, Inc.		
BY (Authorized Signature) Patrick Cummins signature on file	DATE SIGNED 10/5/2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Cummins, Executive Director		
ADDRESS 980 Ninth Street, Suite 1600, Sacramento, CA 95814		

Contractor agrees to provide to WCI, Inc. the services as described in Attachment A, Scope of Work, and in Attachment F, Contractor's Technical Proposal.

This Contract includes two optional contract extensions of two years each. The decision to exercise an optional extension is at the sole discretion of WCI, Inc. The scope of work and extension shall be mutually agreed to by WCI, Inc. and the Contractor. The cost of the extension shall be mutually agreed to by WCI, Inc. and the Contractor based on the scope or work of the requested services.

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: ICF Incorporated, LLC
Name: Patrick Cummins	Name: Jan Mazurek
Phone: (916) 449-9966	Phone: (916) 737-3000
Fax:	Fax:
Email: pcummins@wci-inc.org	Email: Jan.Mazurek@icfi.com

Direct all administrative inquiries to:

Western Climate Initiative, Inc.	Contractor: ICF Incorporated, LLC
Attention: Patrick Cummins	Attention: Carol Douglas
Phone: (916) 449-9966	Phone: (802) 264-3756
Fax:	Fax:
Email: pcummins@wci-inc.org	Email: Carol.Douglas@icfi.com

Table of Contents

PURPOSE / BACKGROUND / OVERVIEW	5
A. PURPOSE	5
B. BACKGROUND	5
C. OVERVIEW	5
ATTACHMENT A: SCOPE OF WORK.....	6
A. Project Requirements.....	6
1. Project Manager	6
2. Help Desk Availability	6
3. Language.....	6
4. Security.....	7
5. Accommodations	8
6. Performance Metrics and Goals	8
B. Definition of In-Scope and Other Inquiries	12
C. Project Tasks	17
ATTACHMENT B: BUDGET DETAIL AND PAYMENT PROVISIONS	23
A. Invoicing and Payment.....	23
B. Budget Detail.....	23
ATTACHMENT C: GENERAL TERMS AND CONDITIONS	24
ATTACHMENT D: INDIVIDUAL CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT	39
ATTACHMENT D1: ORGANIZATION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT	41
ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS.....	43
ATTACHMENT F: CONTRACTOR’S TECHNICAL PROPOSAL	45
ATTACHMENT G: CONTRACTOR’S COST PROPOSAL.....	46

PURPOSE / BACKGROUND / OVERVIEW

A. PURPOSE

The purpose of the help desk services is:

- to field inquiries from CITSS users in a courteous and professional manner;
- for inquiries that fall within the scope of service, to resolve user questions or problems by providing timely and accurate information;
- for inquiries that fall outside the scope of service, to refer the inquiries to individuals designated by WCI, Inc.; and
- to track and report on help desk activities and performance metrics.

B. BACKGROUND

The primary function of the CITSS is to register cap-and-trade program participants and to track their holding, transfer, and surrender of compliance instruments. Initially, the CITSS will support programs in California and Quebec (in both English and French), requiring an estimated 900 accounts with 4,000 users during its first year of operation. Within three years, the number of participating jurisdictions may increase, possibly resulting in an estimated 30 percent growth in users.

C. OVERVIEW

The help desk shall field inquiries via email and telephone. The contractor shall develop and maintain manuals, procedures, scripts, and/or other materials as needed to ensure high quality customer service. Inquiries may be made in French, and the contractor will reply in French. A help desk management and tracking system developed by the contractor will be used by the contractor and WCI, Inc. to track the status of inquiries and various performance metrics in real time, including the results of customer satisfaction surveys. After going live with the help desk by November 1, there will be a one-month period of intensive oversight to enable service issues to be identified rapidly, and for solutions to be developed and implemented rapidly so that consistent high quality service can be attained as quickly as possible. The contract includes provisions to add additional jurisdictions to the help desk service over time and to transfer the help desk and all supporting material to a different service provider, if desired.

ATTACHMENT A: SCOPE OF WORK

This Scope of Work includes three sections: A. Project Requirements; B. Definition of In-Scope and Other Inquiries; and C. Tasks.

A. Project Requirements

1. Project Manager

- a. The Contractor shall designate a Project Manager to manage the Contractor's delivery of Help Desk services to WCI, Inc., and to ensure to the greatest degree possible that the agreed upon levels of service are met. The Project Manager is considered "Key Personnel."
- b. The Project Manager shall be the primary point of contact between the Contractor and WCI, Inc.
- c. The Project Manager or acting alternate must be available to provide support to WCI, Inc. during normal business hours (7:00 a.m. to 4:00 p.m., Pacific Time, Monday through Friday, excluding holidays that are 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. The Project Manager or acting alternate shall also be available as needed during events that may result in significant unscheduled disruption of the CITSS Help Desk operations.

2. Help Desk Availability

- a. The Contractor shall provide live Help Desk services twelve (12) hours per day, Monday-Friday, excluding holidays that are recognized by both the U.S. and Canada. The hours of operation will be 6:00 a.m. to 6:00 p.m. Pacific Time. These hours of operation may be adjusted based on Help Desk demand from users and other operational considerations, by mutual agreement between the Contractor and WCI, Inc.
- b. The Contractor must at a minimum provide live telephone support, the ability to accept and respond to inquiries via email, and the ability to use, where CITSS users are willing and able, secure screen sharing software to observe and diagnose issues as they appear to the CITSS user. In addition, the Proposer may propose other avenues for Help Desk support.
- c. Bidders shall include the provision of a toll-free telephone number (usable in the US and Canada) in their proposals. This number must be transferable to WCI, Inc. or other vendor designated by WCI, Inc. upon WCI, Inc.'s request or at the termination of the contract.

3. Language

The Contractor shall provide Help Desk services in English and French, including live telephone support, automated telephone support, email

correspondence, and all written materials, including internal procedures and manuals.

- a. For users requesting service in English, support shall be provided by personnel fluent in General English (also known as Standard American English).
- b. For users requesting service in French, support shall be provided by personnel fluent in International French.

4. Security

Security is an integral part of the Work. The Contractor must demonstrate the ability to achieve and maintain the security necessary to maintain the confidentiality of all CITSS account credentials, CITSS data, and CITSS user information. Necessary security includes, but is not limited to:

- a. The Contractor must provide physical controls to prevent unauthorized access to the equipment used to access the CITSS. Prior to accessing the CITSS, the Contractor shall implement procedures to protect Contractor's personnel's CITSS account credentials from unauthorized disclosure (e.g., user IDs and passwords). Prior to accessing the CITSS, the Contractor shall implement procedures to prevent unauthorized disclosure of any data in the CITSS that is accessed as part of its performance of the Work.
- b. The Contractor must certify to WCI, Inc. that all personnel that will have CITSS access as part of performing the Work have been properly identified and evaluated for security purposes, including meeting the regulatory requirements for access to CITSS. The Contractor shall maintain documentation for each assigned personnel with CITSS access, which will be made available to WCI, Inc. upon request, including:
 - (i) True copy of valid and current personal identification documentation, including government-issued photo identification with an expiration date, such as a driver's license or passport.
 - (ii) Address of primary residence, which must be in the United States or Canada.
 - (iii) For Contractor personnel residing in the United States, confirmation from a U.S. financial institution (such as a federal or state licensed or chartered bank, savings and loan association or credit union) that the person has an open account.
 - (iv) For contractor personnel residing in the United States, an attestation that the individual has no criminal conviction during the previous five years constituting a felony in the United States.
 - (v) For Contractor personnel residing in Canada, confirmation from a financial institution located in Canada that the person has an account with the institution and that an identity check was carried out when the account was opened.

- (vi) For contractor personnel residing in Canada, an attestation that the individual has no criminal conviction during the previous five years for fraud or any other criminal offence identified in the Quebec cap-and-trade program regulations.

The Contractor shall maintain documentation, which will be made available to WCI, Inc. upon request, of the due diligence performed to verify the validity of the personnel documentation, which may include background checks and reviews of credit reports.

- c. In the performance of the Work, the Contractor must use telephone, email, data storage, and other necessary systems that prevent unauthorized access to CITSS account credentials, CITSS data, and CITSS user information.
- d. All data associated with the Contractor's work must be retained solely in the US and/or Canada.

5. Accommodations

In accordance with requirements such as those of the Americans with Disabilities Act and relevant state and provincial legislation for services provided by states, provinces, and businesses, Help Desk services must incorporate reasonable accommodations for access by persons with disabilities, including visually impaired and hearing impaired persons.

6. Performance Metrics and Goals

The Contractor shall maintain the capability to document all Help Desk services in a Help Desk management and tracking system that enables the Help Desk's services to be assessed using the following defined metrics. The bidder may propose additional metrics to track performance or performance goals which exceed the performance goals stated below.

Telephone Performance. It is the objective for the Contractor to answer telephone inquiries promptly, without requiring callers to wait on hold, and to minimize any necessary hold times. The Contractor shall record and provide documentation and reporting on: the wait times for calls to be answered by a Help Desk agent, measured by the mean, median, and maximum wait times; the number and portion of callers that were required to wait on hold; the number and portion of callers that hung up while waiting or on hold (abandoned calls); and the duration of time on hold, measured by the mean, median, and maximum hold times.

In-Scope Inquiries. In-scope inquiries shall be categorized into two types: Routine and Non-Routine (in-scope inquiries are defined in Section B below). Routine in-scope inquiries are those that can be resolved during the initial contact with the user. Most typically, a Routine in-scope inquiry will be resolved during the first telephone call from the user, often within 20 minutes. If the inquiry is received by email, to be considered Routine, the inquiry must be resolved in a single reply telephone call or reply email to the user.

Non-Routine in-scope inquiries are those that cannot be resolved in a Routine manner, and generally require two or more contacts with the user. Non-Routine in-scope inquiries shall be categorized as at least two types:

1. Critical: Critical inquiries are those for which a lack of a resolution is considered by the user to significantly impair the ability of the user to conduct its business operations or causes a work stoppage by the user.
2. Non-Critical: Non-Critical inquiries are those for which a lack of a resolution is considered by the user to be a minor inconvenience.

It is the objective for the Contractor to resolve Critical Non-Routine in-scope inquiries within two (2) business hours of receipt of the initial user telephone call or email. If the Critical inquiry cannot be resolved in two business hours, the Contractor shall contact the user with an update on the status of the inquiry within two business hours. If the Critical inquiry cannot be resolved in four (4) business hours, the Contractor shall contact the user again with an update on the status of the inquiry, and the Contractor shall elevate the issue to obtain input from personnel designated by WCI, Inc.

It is the objective for the Contractor to resolve Non-Critical Non-Routine in-scope inquiries within eight (8) business hours of receipt of the initial user telephone call or email. If the Non-Critical inquiry cannot be resolved in eight business hours, the Contractor shall contact the user with an update on the status of the inquiry within eight business hours. If the Non-Critical inquiry cannot be resolved in twelve (12) business hours, the Contractor shall contact the user again with an update on the status of the inquiry, and the Contractor shall elevate the issue to obtain input from personnel designated by WCI, Inc.

For inquiries elevated to obtain input from personnel designated by WCI, Inc., the Contractor shall track the receipt of input and follow through to resolution with the user. The Contractor shall record the actions taken to resolve the user's inquiry, including input received from personnel designated by WCI, Inc.

Other Inquiries. It is the objective for the Contractor to refer other inquiries to personnel designated by WCI, Inc. in a timely manner (other inquiries are defined in Section B below). Prior to referring the other inquiries, the Contractor shall record the inquiry in the Help Desk management and tracking system and categorize the inquiries as Critical or Non-Critical using the same definitions used for in-scope inquiries.

Other inquiries that are categorized as Critical shall be referred immediately to the designated personnel. The Contractor shall confirm that the referral was received by the designated personnel. Other inquiries that are categorized as Non-Critical shall be referred at least twice per day, and may be referred in batches. The Contractor shall confirm that the referral was received by the designated personnel.

The personnel designated by WCI, Inc. shall report to the Contractor the time and date at which the referred inquiry was resolved. The Contractor shall record the time and date.

CITSS User Satisfaction. It is the objective for the Contractor to provide Help Desk services with high levels of CITSS user satisfaction. The Contractor shall maintain and implement the capability to obtain objective input from the users of the Help Desk services regarding their satisfaction with the service.

Documentation. The Contractor shall make available to WCI, Inc., as requested, documentation of user satisfaction and other performance metrics identified above. Table 1 summarizes the performance metrics to be reported and, for a subset of these metrics, the performance goals for the Contractor to achieve. If the Contractor fails to meet the goals, the Contractor may be requested to submit a remediation plan that would, if implemented, improve performance. The performance goals may be adjusted by mutual agreement between the contractor and WCI, Inc.

At a minimum, the Help Desk management and tracking system must be capable of maintaining a detailed record of Help Desk activities. The system must enable the Help Desk staff to record in real time the Help Desk activities being performed and to report in real time the status of inquiries, including: the identity of the CITSS user; the identity of the Help Desk staff providing the support and entering the Help Desk-related data; the category of the user's inquiry; a summary of the user's inquiry; the steps taken to resolve the user's inquiry, including research and subsequent contact with the user; dates and times of activities; the elapsed time since the initial and most recent correspondence relating to a given inquiry; the elapsed time required to resolve an inquiry; the status of each inquiry; and details for referrals to personnel designated by WCI, Inc. As requested, the Contractor shall make available to WCI, Inc. documentation of these activities.

Table 1: Performance Metrics and Goals

Performance Area	Performance Metric (documented)	Performance Goal (where applicable)
<i>Telephone</i>		
Wait time	Mean, Median, Maximum	
	Portion under 30 seconds	At least 80%
Hold time	Mean, Median, Maximum	
	Portion under 2 minutes	At least 80%
Calls placed on hold	Number	
	Portion	Less than 10%
Calls abandoned while waiting or on hold	Number	
	Portion	Less than 2%
<i>Routine In-Scope Inquiries</i>		
Inquiries by phone	Number	
	Mean call time	
	Portion resolved < 20 minutes	At least 80%
Inquiries by email	Number	
	Mean response time	
	Portion resolved with first (non-clarifying) reply	At least 80%
<i>Non-Routine In-Scope Inquiries: Critical</i>		
Inquiries by phone/email	Number	
	Mean resolution time	
	Median resolution time	
	Portion resolved < 2 hours	At least 75%
	Portion resolved < 4 hours	At least 90%
	Portion elevated	
	Number unresolved	
	Number awaiting input from elevation	
<i>Non-Routine In-Scope Inquiries: Non-Critical</i>		
Inquiries by phone/email	Number	
	Mean resolution time	
	Median resolution time	
	Portion resolved < 8 hours	At least 75%
	Portion resolved < 12 hours	At least 90%
	Portion elevated	
	Number unresolved	
	Number awaiting input from elevation	

Performance Area	Performance Metric (documented)	Performance Goal (where applicable)
<i>Other Inquiries: Critical</i>		
Inquiries by phone/email	Number	
	Mean resolution time	
	Median resolution time	
	Number unresolved	
<i>Other Inquiries: Critical</i>		
Inquiries by phone/email	Number	
	Mean resolution time	
	Median resolution time	
	Number unresolved	
<i>User Satisfaction</i>		
	Measures of user satisfaction	
<i>Note: hours are designated as business hours, and elevated means elevated to non-Contractor personnel designated by WCI, Inc.</i>		

B. Definition of In-Scope and Other Inquiries

Prospective and current users of the CITSS will contact the Help Desk for assistance in resolving problems or questions regarding their use of the CITSS. For purposes of the Work, such inquiries are divided into two types:

1. In-scope inquiries are those inquiries that the Contractor shall be capable of resolving for the user in an accurate and timely manner.
2. Other inquiries are those inquiries that the Contractor shall refer to personnel designated by WCI, Inc.

The in-scope inquiries relate primarily to questions regarding how to use the features in the CITSS, and how to submit hard copy materials to the operating cap-and-trade programs (currently California and Quebec). Other inquiries may relate to the rationale for the program requirements, interpretation of the program requirements, and the status of approvals by the programs. Reports of problems with existing CITSS functionality, and requests for new CITSS functionality are also defined as “other inquiries” for this Work.

Table 2 shows examples of in-scope and other inquiries for several categories of inquiries. The categories and the questions shown in the table are provided as examples to indicate the types of inquiries that are in-scope for this Work. A broader set of inquiries is likely to be encountered during operation of the Help Desk. The definition of how to parse the inquiries between “in-scope” and “other” will evolve during the performance of the Work. All inquiries, both in-scope and other, shall be logged and summarized for inclusion in reports of Help Desk activities.

CITSS registration and account application was initiated in July 2012. Consequently, by the time Help Desk services are provided by the Contractor, most if not all covered entities in the California and Quebec programs will likely have been registered into the CITSS and have established compliance instrument accounts. Individuals and entities that choose to voluntarily participate in the program may also have registered and established accounts. Nevertheless, because registration, account application, and account management is anticipated to be performed throughout the program, inquiries to the Help Desk on these topics are expected to continue.

The ability to transfer compliance instruments in the CITSS will become available in the fall of 2012. However, the use of the transfer functionality will become active in November 2012 when compliance instruments are placed in user accounts for the first time. Additionally, the first allowance auction is scheduled for November 2012. Consequently, inquiries regarding account holdings and instrument transfers may be expected to be intensive starting in November 2012.

The first deadline to submit instruments for compliance is November 2014 (for the California program). Consequently, inquiries regarding compliance requirements may not arise until later in the performance of the Work.

Table 2: Examples of In-Scope Inquiries and Other Inquiries

Category (Examples)	In-Scope Inquiries (Examples)	Other Inquiries (Examples)
User Registration	<p>How do I as an individual register in CITSS?</p> <p>What forms do I fill out to register?</p> <p>Where do I send the forms I have filled out?</p> <p>What happens after I send in the forms?</p> <p>How will I be notified that my registration has been accepted?</p>	<p>Why are these forms of ID required?</p> <p>Why must the information be notarized?</p> <p>Where can I find a notary?</p> <p>Why has approval of my registration been delayed or denied?</p> <p>How do I appeal the denial of my registration?</p> <p>Can you get CITSS to register multiple people for my company at the same time?</p>
User Profile Management	<p>How do I change information in my user profile?</p> <p>What happens after I submit my new information?</p> <p>How will I be notified that my updated information has been accepted?</p> <p>How do I get a new user ID or password?</p>	<p>Why has my updated information not been approved?</p> <p>When will my updated information be approved?</p> <p>Why is approval required for updated information?</p>
Account Registration	<p>I am a registered CITSS user, what do I need to do to open an account?</p> <p>How do I create a new entity?</p> <p>How do I associate myself with an existing entity?</p> <p>What forms need to be completed to apply for an account?</p> <p>How do I establish an account as an individual?</p> <p>Where do I send the forms I have filled out? What happens after I send in the forms?</p> <p>How will I be notified that the account application has been accepted?</p>	<p>Why is this information required to open an account?</p> <p>How do I get a signed letter from my company?</p> <p>Why has my account application been delayed or denied?</p>

Category (Examples)	In-Scope Inquiries (Examples)	Other Inquiries (Examples)
Account Profile Management	<p>How do I change information in my account profile?</p> <p>What happens after I submit the new information?</p> <p>How will I be notified that my updated information has been accepted?</p> <p>How do I see information for consolidated accounts?</p>	<p>Why has my updated information not been approved?</p> <p>When will my updated information be approved?</p> <p>Why is approval required for updated information?</p>
Corporate Association Management	<p>How do I submit information on my corporate associations?</p> <p>What forms do I use to use to submit information?</p> <p>How do I correct corporate association information that has already been submitted but not yet approved?</p> <p>How do I correct corporate association information that has already been approved?</p>	<p>Why must corporate association information be provided?</p> <p>Can less detailed or alternative information be provided?</p> <p>How do I find corporate association information for my company?</p> <p>What if my company declines to provide corporate association information?</p>
Account Holdings	<p>How do I view a summary of my account holdings?</p> <p>How do I sort or filter the view of my account holdings?</p>	<p>CITSS does not show holdings that my records show I should have. What do I do?</p> <p>Why can't I see holdings in other accounts?</p>
Instrument Transfers	<p>How do I transfer instruments from my holding account to a compliance account?</p> <p>How do I initiate a transfer to another entity's account?</p> <p>How do I accept a transfer from another entity's account?</p> <p>Will I receive a notification that the transfer was completed successfully?</p> <p>How do I view a record of past transfers to/from my account?</p> <p>How can I check on the status of a transfer I am expecting?</p> <p>How can I check on the status of a transfer I initiated?</p>	<p>Why must two separate representatives propose and approve a transfer from my account?</p> <p>I was not expecting a transfer into my account – must I accept it? Am I in violation if I don't?</p> <p>Would it be a violation for me to delay the transfer from my account to another account?</p> <p>Why has my transfer been denied?</p> <p>Why was my transfer request terminated?</p>

Category (Examples)	In-Scope Inquiries (Examples)	Other Inquiries (Examples)
Compliance	How do I transfer instruments into my compliance account? How do I view the holdings in my compliance account?	Am I in compliance with the program's requirements? Why can't I transfer allowances out of my compliance account?
Retirement	How do I submit instruments for retirement? How do I confirm that my instruments have been retired?	Why does the program allow retirement that is not required for compliance?
Auction	Where in CITSS do I indicate my intention to participate in the auction? If I have a CITSS account, am I automatically registered for the auction? Where in CITSS will the allowances I purchased at auction be placed?	All inquiries regarding the auction process are considered "other inquiries".
Emails	Why did I receive this CITSS email, and what does it mean? What do I need to do in response to this email?	Can CITSS stop sending me email? Why do my CITSS emails go to my spam folder?
Public Inquiries	How do I generate public reports from CITSS?	How many offset credits have been issued by the program, and where do I find information on them? Why don't the public reports include more information? Why can't I see the holdings of a specific entity? How does cap-and-trade work? What are the prices of the instruments being traded?
System Access	Why do I get an Internet Explorer error message when I try to access CITSS? What should I do? Why does my CITSS session end?	Why does CITSS seem slow today? Can CITSS be made to run faster?

C. Project Tasks

The Contractor shall perform the following six tasks.

Task 1: Preparation

The purpose of Task 1 is to prepare the materials, systems, procedures, and personnel for the Contractor to initiate Help Desk services. This task shall be completed by October 31, 2012, so that Task 2 can begin on November 1, 2012. The Contractor's Task 1 activities shall include:

1. Designation of Contractor staff that will provide Help Desk services.
2. Registration of designated Contractor staff as CITSS users.
3. Preparation of Help Desk scripts, solutions, and related materials.
4. Set up and demonstration of Help Desk management and tracking system, including: automated phone menu system (if proposed); knowledge base (if proposed); data entry procedures; routine reports; and custom reports.
5. Preparation of a Help Desk Procedures Manual that describes the manner in which the activities of Help Desk staff shall be performed, including (but not limited to): greeting callers; verifying the caller's identity; understanding users' questions and problems; providing accurate information to resolve users' in-scope questions and problems, including researching solutions; referring other inquiries to appropriate personnel identified by WCI, Inc.; ending calls; returning calls; responding to email inquiries; and logging and summarizing inquiries in the Help Desk management and tracking system.
6. Training of the designated Contractor staff on the CITSS and all relevant Help Desk procedures and materials.
7. Demonstrating the readiness of Contractor staff to provide Help Desk services through testing, role playing, or other methods.
8. Set up and demonstration of capability to obtain objective input from Help Desk users regarding their satisfaction with the service.

Materials available to the Contractor will include: CITSS User Guide prepared by WCI, Inc. and one or more Participating jurisdiction; and extracts from one or more Participating Jurisdiction Help Desk Manuals used during the initial CITSS registration process.

Bidders may propose and justify additional activities that may improve the Contractor's ability to deliver high quality and timely Help Desk services. Bidders must specify in their proposals all materials that the Bidder anticipates will be

provided by WCI, Inc. or Participating Jurisdictions to the Contractor as part of this task.

Task 1 Deliverables. The following deliverables shall be provided under Task 1.

- a) Draft Help Desk scripts, solutions, and related materials for review and comment by WCI, Inc. Revised Help Desk scripts, solutions, and related materials that incorporate WCI, Inc. comments.
- b) Demonstration of the Help Desk management and tracking system to WCI, Inc. and Participating Jurisdictions in person and/or via webinar.
- c) Draft routine and custom reports from the Help Desk management and tracking system for review and comment by WCI, Inc. Revised routine and custom reports from the Help Desk management and tracking system that incorporate WCI, Inc. comments.
- d) Draft Help Desk Procedures Manual for review and comment by WCI, Inc. Revised Help Desk Procedures Manual that incorporates WCI, Inc. comments.
- e) Presentation for approval by WCI, Inc. of the testing, role playing, or other methods that will be used to demonstrate the readiness of Contractor staff to provide Help Desk services. Revised methods if needed based on WCI, Inc. comments.
- f) Demonstration for review and comment by WCI, Inc. of the capability to obtain objective input from Help Desk users regarding their satisfaction with the service. Revised capability that incorporates WCI, Inc. comments.
- g) List of Contractor staff providing Help Desk services.

Contractor shall provide five business days for WCI, Inc. review and comment.

Task 2: Start Up with Intensive Oversight

The purpose of Task 2 is to initiate Help Desk services with intensive oversight from WCI, Inc. and designated staff from Participating Jurisdictions. The purpose of the intensive oversight is to enable service issues to be identified rapidly, and for solutions to be developed and implemented rapidly so that consistent high quality service can be attained as quickly as possible. Task 2 shall start following successful completion of Task 1 and no later than November 1, 2012.

During Task 2 the Contractor staff shall provide Help Desk services, including the full scope of activities needed to field inquiries, resolve users' questions and problems, refer other inquiries to staff designated by WCI, Inc., and log and summarize all activities. The intensive oversight shall include:

1. Periodic conference calls will be held with WCI, Inc. and designated Participating Jurisdiction staff to review the Contractors' summary of recent Help Desk activity and to identify problems for resolution. Activity logs and summaries from the Help Desk management and tracking system shall be provided by the Contractor for review and discussion. The conference calls shall initially be daily, and may become less frequent over time at the mutual agreement of the Contractor and WCI, Inc.
2. Problems identified during the conference calls shall be summarized by the Contractor and prioritized jointly by the Contractor and WCI, Inc. Solutions shall be developed by the Contractor and proposed to WCI, Inc., considering the priorities of the problems identified. Any input needed from WCI, Inc. shall be clearly identified by the Contractor.
3. Once solutions have been approved by WCI, Inc., the Contractor shall implement the solutions as needed in its procedures and/or materials in both French and English. The status of resolving problems and implementing solutions shall be tracked and documented by the Contractor and summarized in the conference calls with WCI, Inc.

Task 2 is expected to continue through November 30, 2012, but may be extended if continued intensive oversight is needed to identify problems and implement solutions on a rapid basis.

Task 2 Deliverables. The following deliverables shall be provided under Task 2.

- a) Help Desk services, including (but not limited to): greeting callers; verifying the caller's identity; understanding users' questions and problems; providing accurate information to resolve users' in-scope questions and problems, including researching solutions; referring other inquiries to appropriate personnel identified by WCI, Inc.; ending calls; returning calls; responding to email inquiries; and logging and summarizing inquiries in the Help Desk management and tracking system.
- b) Activity logs and summaries from the Help Desk management and tracking system provided at periodic conference calls with WCI, Inc. and designated Participating Jurisdiction staff.
- c) Documentation of problems identified, solutions proposed, solutions approved, and solutions implemented.
- d) Summaries of user satisfaction data.
- e) Updated deliverables from Task 1 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the solutions implemented under Task 2.

Task 3: Help Desk Operations

The purpose of Task 3 is to provide Help Desk services to CITSS users. Task 3 is a continuation of the services initiated under Task 2, but with less intensive oversight. The Contractor's Task 3 activities shall include:

1. Help Desk services.
2. Solutions to problems shall be developed by the Contractor and proposed to WCI, Inc., considering the priorities of the problems identified. Any input needed from WCI, Inc. shall be clearly identified by the Contractor.
3. Once solutions have been approved by WCI, Inc., the Contractor shall implement the solutions as needed in its procedures and/or materials in both French and English. The status of resolving problems and implementing solutions shall be tracked and documented by the Contractor.
4. Written weekly Service Updates, including activity logs and summaries from the Help Desk management and tracking system and documentation of problems identified and solutions implemented.
5. Service Review conference calls with WCI, Inc. and designated Participating Jurisdiction staff. The Service Review conference calls shall initially be monthly. The frequency may be adjusted over time at the mutual agreement of the Contractor and WCI, Inc.

Task 3 Deliverables. The following deliverables shall be provided under Task 3.

- a) Help Desk services, including (but not limited to): greeting callers; verifying the caller's identity; understanding users' questions and problems; providing accurate information to resolve users' in-scope questions and problems, including researching solutions; referring other inquiries to appropriate personnel identified by WCI, Inc.; ending calls; returning calls; responding to email inquiries; and logging and summarizing inquiries in the Help Desk management and tracking system.
- b) Written weekly Service Updates, including user satisfaction results.
- c) Documentation of problems identified, solutions proposed, solutions approved, and solutions implemented.
- d) Service Review conference calls with WCI, Inc. and designated Participating jurisdiction staff.
- e) Updated deliverables from Task 1 and/or Task 2 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the solutions implemented under Task 3.

Task 4: New Personnel

During the performance of the Work, it is the responsibility of the Contractor to maintain adequate and qualified staffing to perform the Help Desk services. From time to time, the Contractor may replace or add staff to provide the Help Desk services. The Contractor shall ensure that newly assigned staff are registered in CITSS, properly trained, and qualified to perform Help Desk activities.

Task 4 Deliverables. The following deliverables shall be provided under Task 4.

- a) Updated list of staff providing Help Desk services, including a certification that all new personnel have been properly evaluated for security purposes.

Task 5: New Jurisdictions

During the performance of the Work, additional jurisdictions may become Participating jurisdictions with active programs supported by these Help Desk services. It is the responsibility of the Contractor to update the Help Desk materials and procedures to accommodate the addition of new jurisdictions. Bidders must specify all materials that the Bidder anticipates will be provided by WCI, Inc. or Participating Jurisdictions to the Contractor as part of this task.

Task 5 Deliverables. The following deliverables shall be provided under Task 5.

- a) Updated deliverables from Tasks 1, 2 and 3 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the addition of new jurisdictions.

Task 6: Transition Out

The purpose of Task 6 is to provide materials and assistance to transition the Help Desk services from the Contractor to a new service provider. The Contractor shall work with WCI, Inc. and another vendor(s) selected by WCI, Inc., if applicable, at the conclusion of the Contract, to transition the Help Desk services, including training and knowledge transfer. Task 6 shall be initiated at the direction of WCI, Inc., but no later than four months prior to the end of the Contractor's contract. The Contractor's Task 6 activities shall include:

1. Preparation of a Transition Plan that describes the activities and materials used to provide Help Desk services, the methods used to put them in place, and the plan for transitioning the service to a new provider.
2. Conference call and webinar to present the Transition Plan to WCI, Inc. and the new service provider.
3. Hand-off transition assistance during the transfer of Help Desk services to the new service provider.

Task 6 Deliverables. The following deliverables shall be provided under Task 6.

- a) Draft Transition Plan for review and comment by WCI, Inc. Final Transition Plan incorporating WCI, Inc. comments. The Final Transition Plan shall be completed at a minimum of three months prior to the end of the Contractor's contract.
- b) Conference call and webinar to present the Transition Plan to WCI, Inc. and the new service provider. As necessary, follow up responses to questions asked during the conference call.
- c) Knowledge transfer and assistance as needed to enable a smooth transition.
- d) Electronic copies of all materials developed to provide Help Desk services, including scripts, solutions, related materials, and Help Desk Procedures Manual. The electronic format for the materials shall be specified by WCI, Inc. to ensure compatibility with standard business software such as Microsoft Office. These materials shall be provided at a minimum of one month prior to the end of the Contractor's contract.
- e) Documentation for the set up and operation of the Help Desk management and tracking system. These materials shall be provided at a minimum of one month prior to the end of the Contractor's contract.
- f) Data from the Help Desk management and tracking system that enables the logs and summaries of the Help Desk services provided under the contract to be accessed using standard business software such as Microsoft Office. These materials shall be provided at the end of the Contractor's contract.

ATTACHMENT B: BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

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.

All tasks shall be payable in arrears for each month. Payment terms are NET 30. Costs for travel will be incurred and charged for on a cost-reimbursable basis, at cost, and only if duly authorized in writing by the WCI, Inc. Project Manager. When traveling within the U.S., travel cost reimbursement must abide by U.S. Federal travel regulations and per diem rates per <http://www.gsa.gov/portal/category/21287>.

When traveling outside of the U.S., travel cost reimbursement must abide by the per diem rates used by the State Department:

http://aoprals.state.gov/web920/per_diem.asp.

Invoices shall include the Agreement Number and summary of services performed for the amount invoiced. Invoices shall be submitted monthly in arrears. Each item in the invoice must correspond to costs identified in in this attachment and Attachment G. Invoices shall be submitted to the following address:

**Western Climate Initiative, Inc.
980 9th Street, 16th Floor
Sacramento, CA 95814**

B. Budget Detail

Not-to-exceed budget for this Agreement is [REDACTED]. See Attachment G, Contractor's Cost Proposal, for invoice basis.

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 such written approval has been obtained. Contractor represents that the Agreement has been duly authorized by all necessary corporate action on the part of Contractor and that the officer 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 detailed in Attachment A ("Work"). Contractor shall provide WCI, Inc. with current insurance certificates evidencing these required coverages prior to commencing the Work, and Contractor 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 evidence that the insurance coverages are being maintained through a current insurance industry standard ACORD Form. WCI, Inc. shall be included as an additional insured and certificate holder on all such insurance policies, except for Workers Compensation and Professional Liability Policies, and subrogation against WCI, Inc. shall be waived, except where prohibited by law. 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 applicable law.

3. SUBSTITUTION OF KEY PERSONNEL

Key Personnel includes Jan Mazurek, Program Director; Aaron BuBray, Project Manager; and Michael Wooten, Team Lead. 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 Section 5 of these General Terms and Conditions,

no changes in the Work Schedule or Compensation 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. reserves the right to amend the Agreement to allow for additional time and/or additional funding for performance. No amendment or variation of the terms of the Agreement shall be valid unless made in writing and signed by WCI, Inc. 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. 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 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 stipulated. Contractor agrees to allow the auditor(s) designated by WCI, Inc., the funding entity, and/or any of their 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., the funding entity, and/or any of their duly authorized representatives to audit records and interview staff in any subcontract related to performance of tasks

that are paid on the basis of a daily or hourly rate or reimbursed as 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 in this Agreement. Contractor shall include the provisions of this paragraph 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

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the provinces of British Columbia and Quebec, the State of California (together, the "Participating Jurisdictions"), WCI, Inc., any funding entity, and their directors, officers employees and agents (the "Indemnified Parties") from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, (a) those accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying services, materials, or supplies in connection with the performance of the Agreement and (b) those arising out of any lawsuit, action or proceeding (whether brought by a party to the Agreement or by any other person), together with any costs and expenses (including, without limitation, attorneys' fees, out-of-pocket expenses and other costs and expenses incurred in investigating, preparing or defending any pending or threatened lawsuit, action or proceeding) incurred in connection with the foregoing, suffered or sustained by any Indemnified Party by reason of negligence or willful misconduct by Contractor or any subcontractor, supplier or other person employed or alleged to be employed by any of the foregoing, or a breach or alleged breach of the Agreement, including but not limited to breaches or alleged breaches of representations, warranties, acknowledgements or covenants herein or in the Agreement.

11. TERMINATION FOR CAUSE

If Contractor fails to perform the requirements of this Agreement at the time and in the manner herein provided, WCI, Inc. may notify Contractor in writing. 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, if Contractor does

not commence the cure within such 15-day period and promptly and diligently thereafter prosecute such cure to completion, 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. In the event of such termination, WCI, Inc. has the right to any remaining Work for which it has paid before the termination date. In the event of 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 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 funding entity or the collectivity of Participating Jurisdictions and any 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.

16. SETTLEMENT OF DISPUTES

- A. In the event a dispute shall arise between Contractor and WCI, Inc., 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 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. 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.
- 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 any of its obligations under the Agreement without prior written approval of WCI, Inc., which approval shall not either directly or indirectly be unreasonably withheld. 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 subcontractors, 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 work in the event that a dispute should arise, or in the event that WCI, Inc. gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until WCI, Inc. sends a written order to resume 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 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 10 percent thereof, pending satisfactory completion of the entire 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 and 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 third persons.

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 copyright laws.

24. INTELLECTUAL PROPERTY

- A. Except as set forth in the Scope of Work, the right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances or processes delivered or utilized by Contractor 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 claims, losses, damages and expenses (including attorney fees) promptly upon the incurrence thereof resulting from any third party claim that the Contractor work product delivered under this Agreement infringes, misappropriates or otherwise violates a trademark, copyright or other third party's U.S. proprietary right. Notwithstanding the foregoing, Contractor shall have no obligation or liability with respect to any such claim or liability based upon (i) Contractor's 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 when such combination is part of any allegedly infringing process; or (iii) use of the Contractor work product(s) in a manner not authorized in the documentation when such claim or liability would have been avoided but for such unauthorized use; or (iv) the use of any information or materials provided or developed by WCI, Inc. WCI, Inc. shall promptly notify Contractor of any such claim. In addition to the obligations above, if Contractor work product(s) infringes, misappropriates or otherwise violates any third party's patent, trademark, copyright, or other proprietary right (collectively, "Proprietary Rights"), 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 this Agreement; or (ii) replace the subject Contractor work product with non-infringing and substantially equivalent work. The foregoing states the entire liability of Contractor with respect to any claims subject to this Section. If Contractor determines that neither of the foregoing options are available, and if Contractor is otherwise unable to continue to perform the Work

without continuing to infringe, misappropriate or otherwise violate the Proprietary Rights, then either party shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to the other party.

- C. Except as set forth in the Scope of Work, Contractor agrees that all work product directly and solely related to WCI, Inc.'s products, services or business, or containing WCI, Inc.'s proprietary or sensitive information, created hereunder by Contractor, its employees or any subcontractors it engages to perform work for WCI, Inc., shall become the absolute and exclusive property of WCI, Inc., including but not limited to concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques, developments, expirations, and relationships with customers and prospective customers that Contractor, its employees or any subcontractors it engages to perform services for WCI, Inc., may conceive, make, invent or suggest during the term of the Agreement 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 (hereinafter "WCI, Inc. Intellectual Property"). All such work product shall automatically be deemed to become the property of WCI, Inc. immediately as soon as 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 WCI, Inc. Intellectual Property. Contractor shall, and shall cause employees and contractors 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. For the avoidance of doubt, the parties acknowledge and agree that any and all intellectual property or other proprietary rights in and to any information or materials, including, without limitation, any scripts, methodologies, practices, techniques, technologies or inventions, created or developed by Contractor prior to performance of the Work, or during or otherwise in connection with performance of the Work, that are not WCI, Inc. Intellectual Property, shall be owned solely and exclusively by Contractor (collectively, "Contractor Intellectual Property"). If and to the extent that the exercise of WCI, Inc.'s rights under this Agreement requires WCI, Inc. to

use Contractor Intellectual Property, Contractor hereby grants a limited, perpetual, nonexclusive and paid up license to WCI, Inc. for such purpose.

- D. WCI, Inc., at its discretion, may grant a nonexclusive and paid-up license to Contractor and its subcontractors to use said 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

All WCI, Inc. Intellectual Property including reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for Contractor under the terms of the Agreement plus correspondence, computer programs and materials including books, magazines and periodicals and office material purchased under the Agreement and deemed WCI, Inc. Intellectual Property, shall be delivered to and shall become and remain the property of WCI, Inc. upon delivery to WCI, Inc. or termination or completion of the Work. WCI, Inc. shall have the right to use the same 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 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 the 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, 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 of WCI, Inc.'s confidential, proprietary or trade secret information 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, flow charts, product plans and other items and information belonging to WCI, Inc., its personnel, customers and affiliates. 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 this Agreement by Contractor; (ii) that as of the time of receipt by Contractor, is already known to or in Contractor's possession; (iii) is independently developed by or for Contractor 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 the information; or (v) that the Parties mutually agree in writing to release from the terms of this 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 other than those authorized by this paragraph.
- B. Ensure that Contractor's and all subcontractors' senior management with operating knowledge of the Work, and all employees, agents, and representatives working directly under this 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 work products as Confidential Information in accordance with this Agreement. No Confidential Information, Deliverables, Work or Work products 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: *"Publication of this document shall not be construed as endorsement of the views expressed therein by the Western Climate Initiative, 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, immediately report to WCI, Inc. any lost or stolen hardware and/or transportable-recorded media connected to the Work.
- 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. Make reasonable security arrangements to protect Confidential Information from unauthorized access, collection, use, disclosure, alteration or disposal.
- 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 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 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., such determination shall be grounds for termination of the Agreement immediately for cause.
- G. Contractor agrees to 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. or the Participating Jurisdictions or any funding entities 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 other restrictive covenants, laws, rules or regulations applicable to Contractor related to its duties and obligations in connection with the Agreement.

32. STATUS

Contractor has the power and authority to enter into and perform its obligations under this Agreement. To the best of Contractor's knowledge after due inquiry, 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. shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the Agreement or the performance of the Work.

35. THIRD PARTIES

The Parties agree that the California Air Resources Board (CARB) is an intended third-party beneficiary of this Agreement. Other than CARB, there are no other third party beneficiaries with any rights under this 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 Article 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 this Agreement. Accordingly, Contractor agrees that if Contractor breaches or threatens to breach any of such covenants in such Article, 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. 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 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, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

40. CONSTRUCTION; HEADINGS

The Agreement shall be construed neutrally and without regard to the party that drew it. Headings used in the Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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.

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. SURVIVAL

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

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, 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 any of WCI, Inc. Participating Jurisdictions or any funding entities.

I certify that if I or any member of my immediate family becomes a partner, director, 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 any of WCI, Inc. Participating Jurisdictions or any funding entities, I will immediately disclose this information to WCI, Inc.

I certify that I and any member of my immediate family are not a beneficial owner and are not a partner, director, officer, key employee, or 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 provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions or any funding entities.

I certify that if I or any member of my immediate family becomes a beneficial owner or a partner, director, officer, key employee, or 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 provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions or any funding entities, I will immediately 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) which I learn or acquire in the course of performing duties under this Agreement, and I will follow any instructions provided by 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. 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., or otherwise obtained in the course of performing requirements under the Project.
- D. Communications with WCI, Inc. staff, 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 ICF 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 ICF, 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 Article 26 of this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

ATTACHMENT D1:
ORGANIZATION CONFLICT OF INTEREST AND CONFIDENTIALITY
STATEMENT

I certify that ICF Incorporated, LLC ("ICF") 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 any of WCI, Inc. Participating Jurisdictions or any funding entities.

I certify that if ICF 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 any of WCI, Inc. Participating Jurisdictions or any funding entities, I will immediately disclose this information to WCI, Inc.

I certify that ICF 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 provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions or any funding entities.

I certify that if ICF 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 provisions of the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions or any funding entities, I will immediately disclose this information to WCI, Inc.

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

I certify that ICF 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 which ICF learns or acquires in the course of performing duties under this Agreement, and will follow any instructions provided by WCI, Inc. Project Manager relating to the confidentiality of Project information. ICF 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. 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., or otherwise obtained in the course of performing requirements under the Project.
- D. Communications with WCI, Inc. staff, 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.

I certify that ICF 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 ICF is authorized to disclose information pursuant to law or legal process.

I certify that ICF understands that any unauthorized disclosure of confidential information will be handled in accordance with Article 26 of this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

ATTACHMENT E

CONTRACT INSURANCE REQUIREMENTS

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

These requirements constitute the Contract Insurance requirements.

Throughout the life of this Contract, 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 OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than [REDACTED] per occurrence, and if written on an Aggregate basis, [REDACTED] Aggregate limit.
2. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, for "any auto" with combined single limits of liability of not less than [REDACTED] each occurrence.
3. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than [REDACTED] per occurrence or claim, [REDACTED] aggregate
4. *[If the contract includes services or products related to on-line activity]* Cyber liability coverage: 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

The Policy(s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form or company equivalent occurrence form (see item 1 and 2 above) and name WCI, Inc., their officers, representatives, agents, employees and volunteers as additional insureds.
2. For any claims related to Contractor's negligence under this project, the Contractor's insurance coverage shall be primary insurance as respects WCI, Inc., their officers, representative, agents, employees and volunteers. Any coverage maintained by WCI, Inc. shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against WCI, Inc., except where prohibited by law.

3. ICF's policies provide, and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and in any event, written notice will be provided to WCI, Inc. 30 days prior to the cancellation of such policy.
4. The Company shall furnish WCI, Inc. with the Certificates that include the blanket additional insured endorsement for all required insurance, except for Workers Compensation and Professional Liability policies, within 10 days of commencing the Work.
5. Proper Address for Mailing Certificates, Endorsements and Notices shall be:

**Western Climate Initiative, Inc.
980 9th Street, 16th Floor
Sacramento, CA 95814**

6. Upon notification of receipt by WCI, Inc., of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall file with WCI, Inc. in accordance with the policy an original certificate of insurance for such policy.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract 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 terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall require each subcontractor to adhere to all subparagraphs of this Insurance Requirements Attachment.

ATTACHMENT F:
CONTRACTOR'S TECHNICAL PROPOSAL



Proposal for CITSS Help Desk Services

RFP No. 2012-02

August 28, 2012

Submitted to:

WCI, Inc.

P.O. Box 1796

Sacramento, CA 95812

Submitted by:

ICF Incorporated, LLC

9300 Lee Highway

Fairfax, VA 22031

This proposal or quotation includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or Quoter as a result of—or in connection with—the submission of these data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Client's right to use information contained in these data if they are obtained from another source without restriction. The data subject to restriction are contained on all pages of this submission.



August 28, 2012

Western Climate Initiative, Inc.

Att: Lydia Dobrovolny

P.O. Box 1796

Sacramento, CA 95812

Site for Proposal Submission: <http://wci-inc.org/rfp.php>

REFERENCE: RFP Number 2012-02 for "Help Desk Services for the Compliance Instrument Tracking System Service (CITSS)"

Dear Ms. Dobrovolny:

ICF Incorporated, L.L.C., an ICF International company, with the participation of corporate affiliate ICF Macro, Inc. (collectively referred to as "ICF") is pleased to provide our proposal in response to the above-referenced Request for Proposal, including Addendum #1. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals (with the exceptions to the WCI, Inc. Standard Contract Form noted in Part 5 of this proposal) and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, 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.

As a management, technology, research and consulting firm ICF is able to provide program support for the CITSS Help Desk Services project that is agile, comprehensive, and effective. We excel in high pressure, rapid start-up projects with tight time-lines and performance based measures, which will facilitate the tight 30 day timeline for Task 1. We create standardized processes with comprehensive training packages that produce consistent reliable results with a personalized feel for our clients ensuring that Task 2 and 3 are effectively and efficiently implemented. Our facilities are best in class and our people are motivated, well educated, and familiar with greenhouse gas emissions trading systems and climate change policy. Our implementation experience combined with our expertise in all aspects of environmental management make ICF the high value-low risk provider for the CITSS Help Desk Services requested and ready to stand-up WCI's new CITSS Help Desk Services. Our offices in Toronto, California, Denver, and Virginia ensure comprehensive coverage integrated support for WCI's CITSS Help Desk Services within the overall WCI program.

ICF's proposal remains valid for a period of one hundred eighty (180) days from the official due date of August 28, 2012. ICF retains the right to review its submission and to extend its offer or to revise its proposal at the end of the 180 day period.

We look forward to hearing from WCI, Inc. about the status of our proposal. For technical questions, please contact Karim Shihata, Principal, by telephone at 703-934-3311, or by email at karim.shihata@icfi.com. For contractual questions, please contact Carol Douglas, Contract Administrator, by telephone at 802-264-3756, or by email at carol.douglas@icfi.com.

Sincerely,

A handwritten signature in black ink that reads "Timothy M. Lowry".

Timothy M. Lowry

Director, Contracts

Email: timothy.lowry@icfi.com

Enclosure



Addendum No. 1 to RFP No. 2012-02
Request for Proposals
Help Desk Services for the
Compliance Instrument Tracking System Service (CITSS)

August 6, 2012

PURPOSE OF THIS ADDENDUM

- Add project requirements for data retention in the US and/or Canada, and for a toll-free telephone number usable in the US and Canada.
- Clarify the requirement for Help Desk accessibility by persons with disabilities.

GENERAL INSTRUCTIONS

- This Addendum No. 1 constitutes an integral part of the RFP and shall be read in conjunction with the RFP.
- Where inconsistent with the original RFP, this Addendum shall govern.
- It is the responsibility of all bidders to the RFP to conform to this Addendum.
- **Bidders shall acknowledge receipt of Addendum No. 1 by certifying below and returning this sheet in the proposal envelope mailed to WCI, Inc.**
- Unless specifically changed herein, all other requirements, terms, and conditions of the RFP remain unchanged and can only be modified in writing.

Company Name: _____

Signature of Authorized Representative: _____ *Timothy M. Lowy* _____

Print Name and Position of Representative: _____

Date: _____

TABLE OF CONTENTS

Proposal Summary.....	5
Part 1: Technical Proposal	6
A. Project Management Plan.....	6
B. Approach to Satisfying Project Requirements	10
C. Work Plan and Schedule.....	16
Part 2: Cost Proposal	35
Part 3: Organizational and Personnel Qualifications.....	48
Project Team Key Personnel.....	54
Part 4: References	57
Part 5: Exceptions to WCI, Inc. Standard Contract Form.....	60
Part 6: Attachments.....	65
Attachment A: Required Attachment Checklist	65
Attachment B: Resumes	66

PROPOSAL SUMMARY

ICF is uniquely positioned to provide Western Climate Initiative, Incorporated (hereafter, WCI, Inc.), a best in class help desk because we combine energy and climate change knowledge with contact center help desk experience; this creates a synergy that others cannot match.

Task 1: Our expertise in all aspects of environmental management and extensive experience all major U.S. Federal and state environmental laws and regulations will allow us to establish the business rules and procedures to be used by the Western Climate Initiative, Incorporated (WCI, Inc.) Compliance Instrument Tracking System Service (hereafter referred to as CITSS) Help Desk Services project. We will develop the Work Breakdown Structure down to level-three detail and finalize the project schedule. We will also establish the required infrastructure, and train the CITSS help desk staff for a November 1, 2012 go-live date.

Task 2: Our staff will experience and learn the business rules and processes developed in Task 1. We anticipate an iterative process with WCI, Inc. to achieve final confirmation of our operating processes. We will also publish (and update as needed) a CITSS Standard Operating Procedures Manual for the contact center Customer Service Representatives (CSRs). During this initial implementation period, we will conduct ongoing training sessions based on quality control monitoring reports and observations of CSRs.

Task 3: We will continue the cycle of continuous process improvement with a focus on customer satisfaction. However, we will add detailed reporting and database input and maintenance to ensure that WCI, Inc. has accurate, current project-related information. Expecting call volume to increase as the availability of the help desk becomes more widely known, we will track call volume trends to determine staffing levels.

Task 4: While we routinely cross-train and prepare for turnover of personnel, we have very low turnover rates. We pay better wages and benefits to our contact center personnel than our commercial competitors, thereby creating an experienced, loyal, highly trained, motivated work force.

Task 5: We understand that WCI, Inc. is a collaboration of independent jurisdictions working together to identify, evaluate, and implement greenhouse gas emissions trading systems to tackle climate change at a regional level. We welcome the opportunity to assist in the inclusion of more U.S. states, Canadian provinces, Mexican states, and indigenous communities.

Task 6: Project closeout is a standard part of the project management process; we have planned and budgeted for it in this proposal.

While we could offer many projects that demonstrate our ability to conduct the CITSS Help Desk Services project, we would like to highlight two in particular, since they are related to contact center and help desk services; they have required us to define business rules, develop processes, and implement programs to produce quality results on-time and within budget.

- The USDA Rural Broadband Program, a \$2.4 billion grant/loan program, involved analyzing 2,050 applications and providing help desk services to applicants requiring additional information, resource materials, and any assistance related to program requirements. We then submitted to USDA those applications most suitable for delivering Broadband infrastructure in rural America. The project remained on schedule and met or exceeded all performance metrics.
- For the HUD Louisiana Road Home program, we designed, developed, and implemented a process to review and modify 122,000 grant/real estate closings prior to contract close-out; in addition, we recruited and trained personnel; implemented software and hardware solutions; and supervised over 411 CSRs in two states. The CSRs conducted a complex case management review and provided help desk services to applicants through telephone, e-mail, and one-on-one meetings to answer questions, provide resource materials, and resolve cases.

Our business processes serve the full lifecycle of programs, and our business process experts bring experience in a wide range of areas, including greenhouse gas emissions trading systems. In fact, our energy efficiency programs have won many industry awards for our clients, including the ENERGY STAR Partner of the Year, the Environment Protection Agency's (EPA's) Sustained Excellence Award, and program recognition from Platt's, American Council for an Energy-Efficient Economy (ACEEE), and Association of Energy Services Professionals (AESP). We were also recognized as the Best Advisory/Consultancy firm in Environmental Finance magazine's Voluntary Carbon Market Survey 2012.

PART 1: TECHNICAL PROPOSAL

A. PROJECT MANAGEMENT PLAN

PURPOSE

The *Project Management Plan* outlines the objectives, scope, assumptions, technical approach, staffing, and schedule for the project. It also provides plans for risk management, communications, configuration management, quality assurance, and stakeholder involvement. We will use the *Project Management Plan* throughout the project to maintain control and ensure effective communications between ICF and Western Climate Initiative, Incorporated (hereafter, WCI, Inc.).

We anticipated the start of this contract October 1, 2012; help desk services operational as of November 1st, 2012 for the duration period of three (3) years, with the potential for two (2) two-year extensions.

PLAN MAINTENANCE

Project re-planning and associated documentation updates will be performed either periodically (at least annually), when a major event occurs (funding changes, staffing changes, etc.), or when the ICF Project Manager deems it necessary.

SCOPE OF WORK

The *Project Management Plan* will be written for, and will apply to, all work performed on the CITSS Help Desk Services project. The primary function of the CITSS is to register cap-and-trade program participants and to record their holding, transfer, and surrender of compliance instruments in accordance to the Participating Jurisdictions' program requirements.

PROJECT ESTIMATES AND WORK BREAKDOWN STRUCTURE

The effort, staffing, and cost estimates for the project will be documented in the project's Estimation Worksheet. The project's *Work Breakdown Structure* will include planned project tasks with associated planned start/finish dates, resources, and actual start/finish dates for completed tasks.

SECURITY REQUIREMENTS

National Institute of Standards and Technology (NIST) Guidelines will be adhered to for this project for IT security-related requirements. For more information, please refer to *Facility Security*.

DELIVERABLES

Each deliverable is described within this proposal, starting on page 6.

Table 1 depicts the project's contract deliverables and due dates. Documentation of product acceptance by authorized personnel will be requested for each deliverable.

Table 1. Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 1	Preparation	11/01/2012
Section II C Task 2	Start-Up with Intensive Oversight	11/30/2012
Section II C Task 3	Help Desk Operations	10/01/2015
Section II C Task 4	New Personnel	10/01/2015
Section II C Task 5	New Jurisdictions	10/01/2015
Section II C Task 6	Transition Out	10/01/2015

ASSUMPTIONS AND CONSTRAINTS

The plan schedule and level of effort are based on our understanding of the scope of work as described in the RFP. If during the project, the scope materially changes, we will re-estimate the schedule and level of effort needed to complete the project.

The schedule is based on the assumption that appropriate customer personnel will be made available in a timely manner to participate in requirements gathering, document reviews, user acceptance testing, meetings, and other time-sensitive activities.

Any relevant documentation of business processes, legacy systems, network architecture, standards and governance procedures, templates, and style sheets will be provided to ICF in a timely manner. The Project Manager will provide oversight of the process and guidance where necessary to resolve conflicting information or priorities and ensure availability of appropriate staff.

To support our clients in today's cost competitive environment, we recently opened an operations center in Martinsville, Virginia. This facility specializes in complex, unique processing that requires specialized training, contact center requirements, and processing. It is closely aligned with our consulting practices so that the technical, communications, and program policy issues that we work with are correctly implemented in an effective, efficient manner. We have the infrastructure in place to begin contact center operations services in response to the CITSS Help Desk Services project by November 1, 2012, as described in the RFP.

Each of our clients receive the benefits of our years of experience in business process operations and optimization, and our state-of-the-art contact center operations with the personnel, IT infrastructure, and facilities needed to start-up or transition existing operations quickly and respond rapidly to whatever demand is at hand—all under a single corporate umbrella.



This sophisticated 91,500 square-foot contact and operations center is specifically outfitted and engineered for government contact center and fulfillment operations.

Our team will easily meet or exceed all of the minimum requirements as described in this RFP. ***In fact, we do not require a minimum call volume to ensure the performance of this contract and therefore we have the ability to ensure a cost effective and efficient start-up.*** We have the set-up, the staffing and the cross training advantages to handle all project requirements. We have no bottom limits thus taking any potential risk away from WCI, Inc. we would welcome the opportunity to support the CITSS Help Desk Services project.

We have the capabilities, the contact center set-up, and the staffing that will allow us to ensure 100 percent guaranteed performance without any constraints.

The assumptions for this project include the following:

- Of the 400 In-Scope inquiries, 80 percent (or 320) are assumed to be by telephone and 20 percent (or 80) by e-mail.
- Of the In-Scope telephone inquiries, 90 percent are assumed to be Routine, requiring 20 minutes on-average to resolve.
- Of the In-Scope e-mail inquiries, 80 percent are assumed to be Routine, requiring 20 minutes on-average to resolve.
- Of the Non-Routine inquiries (telephone and e-mail), 75 percent are assumed to be Non-Critical, requiring 40 minutes on-average to resolve.
- Of the Non-Routine inquiries (telephone and e-mail), 25 percent are assumed to be Critical, requiring 80 minutes on-average to resolve.
- Assume 100 other inquiries that are referred to personnel identified by WCI, Inc. because the inquiries are not considered In-Scope as defined in Section II of the RFP.

If any of the above listed assumptions are incorrect, or if our understanding of the scope is incorrect, this plan will require revision.

INTEGRATED PROJECT MANAGEMENT APPROACH

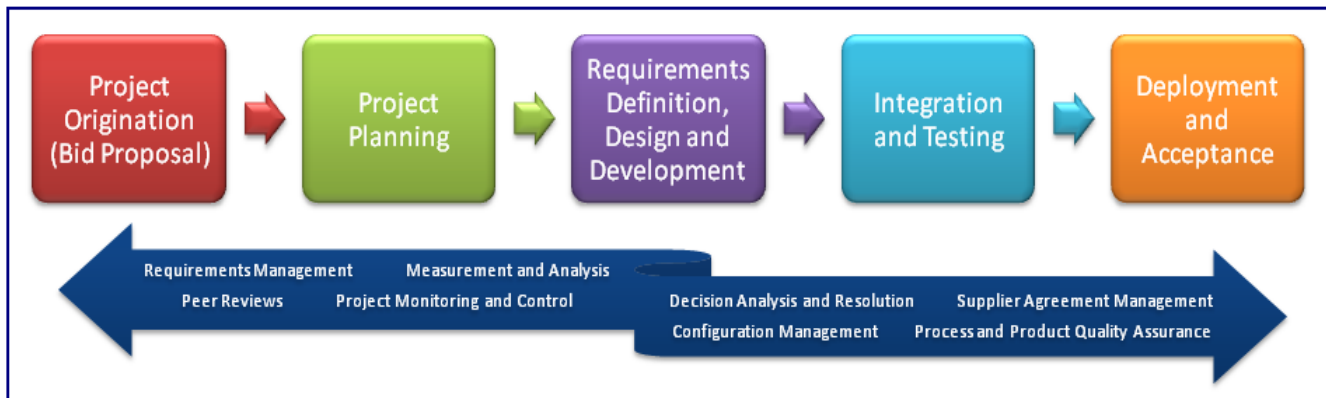
The goal is to maximize effectiveness and efficiency creating high customer satisfaction.

The CITSS Help Desk Services project follows Integrated Project Management practices to establish and manage the project as well as customer needs, project scope, schedule and/or budget dictate alternative processes. While these tested practices have common elements to guide each project, there is room to modify details of the practices to make them fit any given project. The project will follow Capability Maturity Model Integration (CMMI) Level 3 compliant managerial, engineering, support, and process management processes as defined by the ICF Project Life Cycle.

The Project Life Cycle guides the project's activities from origination through deployment with the use of a project-specific portal. At a high-level, the Project Origination phase covers the bid and proposal processes inherent to ICF. Upon contract award, the Project Planning phase kicks off and the Project Manager begins the planning activities and forms the team. The Requirements Definition, Design, and Development Phase includes requirements gathering, product design, and development activities. The Integration and Testing Phase consists of integration, verification, and validation activities associated with the product, and the Deployment and Acceptance Phase includes the delivery of the product and acceptance by WCI, Inc.

Additionally, Requirements Management, Measurement and Analysis, Peer Review, Project Monitoring and Control, Configuration Management, Decision Analysis and Resolution, Supplier Agreement Management, and Product and Process Quality Assurance activities are conducted throughout the Life Cycle as depicted in *Figure 1*.

Figure 1. The Project Life Cycle (PLC) will be used to plan for and implement all 6 phases of the CITSS project



PROJECT ORIGATION (BID PROPOSAL)

The Project Manager, prior to contract award, implements the Origination Phase of the Project Life Cycle. For example, with the CITSS Help Desk Services project, we began the origination phase of the PLC with the writing of this proposal. Project management activities, including project planning and other project execution activities, are included in the technical proposal submitted to the customer. Proposal activities are defined by the corporation and are executed by necessary stakeholders.

PROJECT PLANNING

We have started the process with this proposal, but more detail will be added upon award and direct interaction between WCI, Inc. and ICF begins. The Project Planning phase involves establishing project parameters, developing integrated plans, and obtaining stakeholder commitment and acceptance of the CITSS Help Desk Services project plans. Our Project Manager and the project team create the Project Management Plan, identify risks, develop estimates of effort and cost (completed in the cost proposal), generate the Work Breakdown Structure, and establish the Configuration Management Plan. This plan, developed early in the project's life cycle, presents the approach to fulfilling configuration management practices; it includes resources, system and tools, baseline procedures, the defined configuration change control process, and auditing and status reporting methods.

REQUIREMENTS DEFINITION, DESIGN AND DEVELOPMENT

In this phase, requirements are elicited from the customer in an iterative manner. They are refined, elaborated and analyzed by the project team to ensure they are necessary and sufficient for the defined scope. Requirements are peer-reviewed by project team members to ensure completeness, to remove defects, and to verify that the requirements satisfy the customer's needs. The customer reviews requirements as well.

The project team evaluates technical solution alternatives and the selected solution will be realized by the documented design. The technical solution is then implemented upon a peer review of the design to ensure the requirements have been satisfied. Peer reviews of implemented code are performed to ensure that standards, requirements and design have been satisfied. When applicable, the project team develops product or user documentation in support of the technical solution.

INTEGRATION AND TESTING

During the Integration and Testing phase, the project team defines integration procedures in the *Configuration Management Plan* (described above). The integration procedures include the necessary steps that must be followed, along with integration success criteria.

A *Test Plan* is then developed to define the approach for performing verification and validation of the project's work products. This plan describes the items needing testing, the types of testing to be performed, the environments where testing should be executed, who is responsible for performing the testing, how testing results should be recorded and communicated, and how the necessary corrections should be implemented and re-tested.

The product is integrated with its product components and is installed into the verification environment per the procedures defined in the *Configuration Management Plan*. The project team then conducts a Test Readiness Review to ensure the product is ready for system testing. If the Test Readiness Review yields no corrective actions, the product is then tested per the Test Plan.

DEPLOYMENT AND ACCEPTANCE

The project team prepares for product deployment by defining deployment procedures in the project's *Configuration Management Plan*. A Deployment Readiness Review is conducted to ensure the product, the defined procedures, necessary environments, and stakeholders are ready for the product to be deployed. If ready, the product is packaged and delivered to the intended operational environment in accordance with the contractual agreement.

Once the product has been deployed into the intended environment, the project team validates that the product is operational. If the product is operating in the intended manner, the Project Manager requests product acceptance from the customer.

PROCESS AND PRODUCT QUALITY ASSURANCE

The Process and Product Quality Assurance function spans all phases of the project and ensures the delivery of high-quality products by providing project teams and organizational leadership with visibility into the processes used and the associated work products produced by the CITSS project team. The Process and Product Quality Assurance function also audits both organizational standard processes and work products, and verifies that specific project performance measures are met. The plan associated with the Process and Product Quality Assurance function describes the quality assurance activities to be executed during the course of any given project and references the procedures, processes, and checklists used in performing audits throughout the project life cycle.

For the CITSS Help Desk Services project, quality assurance measures will be conducted on all telephone and e-mail activities related to:

- Routine In-Scope Inquiries,
- Non-Routine In-Scope Inquiries: Critical,
- Non-Routine In-Scope Inquiries: Non-Critical,
- Other Inquiries: Critical,
- Other Inquiries: Non-Critical, and
- User Satisfaction.

DESCRIPTION OF THE WORK ENVIRONMENT

For any given project, our Facilities Group ensures that the project team has office space, phones, and the necessary furniture. The organization's Corporate Information Technology (CIT) group provides computer equipment, internet connections, hosting services, and assists the project by acquiring any additional software and/or hardware that might be needed.

B. APPROACH TO SATISFYING PROJECT REQUIREMENTS

PROJECT MANAGEMENT

In an effort to meet the project requirements and client expectations, we will designate a Program Director, a Project Manager (per RFP requirements), and a Team Lead as the "key personnel" for the CITSS Help Desk Services project. The staff members designated for these three positions are named, and their roles and responsibilities described in detail, within *Task 4: New Personnel*; they will be:

- **Program Director, Dr. Jan Mazurek:** Dr. Mazurek will serve in an executive oversight role, assisting with the project plan and the environmental context of the help desk. She will assist the Project Manager who has help desk experience and is focused to ensure the help desk processes and procedures support the objectives and intent of WCI, Inc.
- **Project Manager, Mr. Aaron DuBray:** Mr. DuBray will serve as the primary client contact; with over 10 years experience in a contact center operations environment which includes help desk services, he will serve as the liaison with other team members, manage day-to-day tasks, and be involved in developing and maintaining manuals, procedures, and/or materials as needed to ensure high quality customer service. Mr. DuBray will be responsible for providing all project collaboration and updates associated with the help desk services requirements.
- **Team Lead, Mr. Michael Wootten:** Mr. Wootten will serve as the alternate client contact—he will act as the assistant liaison with other team members, manage day-to-day tasks, and function in a quality control and training role throughout the project. This role means that he will be equally able to provide information to WCI, Inc. when the Project Manager is unavailable and information is needed or desired.

The Project Manager and Team Lead will be available to provide support to WCI, Inc. during normal business hours of 7:00am – 4:00pm PST, Monday through Friday, excluding holidays recognized by both the U.S. and Canada. As described in the RFP, we understand that these hours may be adjusted better to serve the needs of the Participating Jurisdictions' programs. Additionally, we will provide assistance as needed during events that may result in significant unscheduled disruption of the CITSS Help Desk Operations.

HELP DESK AVAILABILITY

We will provide coverage at a level commensurate with client activity by forecasting workload management; this will allow us, effectively and consistently, to schedule our Customer Service Representatives (CSRs) to ensure optimal staffing and schedules that meet service level requirements. For example, Help Desk Services will be available to CITSS users Monday through Friday during the hours of 6:00am – 6:00pm PST, twelve (12) hours per day.

The hours of operation exclude holidays recognized by both the U.S. and Canada. As described in the RFP, we understand that these hours of operation may be adjusted based on Help Desk demand from users and other operational considerations, by mutual agreement with WCI, Inc.

We have the established infrastructure, procedures, and protocols to provide efficient, live telephone support, and the ability to accept and respond to inquiries via e-mail. Our infrastructure also allows us to utilize secure screen sharing software to observe and diagnose issues as they appear to the CITSS user. In order to provide a reference resource for CSRs, we define, establish, and maintain a library of information tailored for each program.

LANGUAGE

We will provide standard American English and personnel fluent in International French when communicating by telephone and e-mail with the CITSS users.

If a client has limited-English proficiency, the CSR will ask the caller if he or she would like to speak with a CSR who speaks French. If the caller accepts the request, the CSR will initiate a warm transfer to the appropriate CSR.

FACILITY SECURITY

Our contact center in Martinsville, VA, specializes in complex, unique processing that requires specialized training and contact center requirements. It is closely aligned with our consulting practices so that the technical, communications, and program policy issues that we work with are correctly implemented in an effective, efficient manner.

Our space in the Martinsville facility features a modular set up to facilitate improved supervisory capability and staff monitoring. Because it is modular with expanded area cubicles twice the size of normal cubicles, we can make adjustments to fit specific program requirements quickly and easily, including installing privacy walls to assure confidentiality. Security is controlled tightly through dedicated access points to the designated section of the floor.

(a) Telephone Network and Data Security

We maintain a private cloud in a Level IV data center in Baton Rouge, LA, as well as a Tier 3+ data center in Culpeper, VA for collocated technical solutions. In our private cloud, we support shared hosting solutions on multiple technology stacks; there, we operate at a NIST-Low security level. However, when client requirements exceed that security level, we host NIST-Moderate and NIST-High solutions. We have an Information Security department that ensures we follow corporate procedures.

The physical security at the Martinsville facility involves a data watch system with personal picture ID badges for all employees. Additional security measures include:

- Firewalls to prevent unauthorized entrance into our internal systems.
- The latest industry standards and methods for secure data transmission among our clients and work locations.
- Internal protections that limit file and data access to only those working on a project.

All data associated within the work performance of this contract will be retained solely in the US and/or Canada.

(b) Personnel Background Investigations

Depending on the contractual requirements, we have established a plan that addresses personnel background investigations for team members assigned to any project that requires it. For example, we routinely process our personnel for Common Access Card (CAC) authorization. In the case of a Federal contract, we would coordinate and submit a Federal Bureau of Investigation (FBI) fingerprint check and a National Agency Check with Written Inquiries (NACI) background check, as required. In addition, we have worked with Trusted Agents (TAs), responsible for enrolling contractors in the Contractor Verification System (CVS); therefore, we are prepared to handle this situation when it is called for in a project. In addition, we are familiar with the Real-Time Automated Personnel Identification System (RAPIDS) site that supports final verification and processing when it is a requirement within a contract.

We will also ensure the following necessary security measures for U.S. and Canada personnel as described in the RFP:

Necessary Security Verifications	United States	Canada
Valid and Current Personal Identification	✓	✓
Address of Primary Resident	✓	✓
Confirmation of Financial Institution	✓	✓
Attestation of no Criminal Conviction during the previous five (5) years constituting a felony in the U.S.	✓	
Attestation of no Criminal Conviction during the previous five (5) years for fraud or any other criminal offence identified in the Quebec cap-and-trade program regulations		✓

All documentation obtained during background checks and reviews of credit report performed to verify the validity of the personnel documentation will be made available to WCI, Inc. upon request.

The development and utilization of security practices and procedures are important when collecting CITSS information, especially when the project requires use of personally identifiable information such as account credentials, data, and user information. We protect respondent confidentiality through our rigorous data security procedures. We use the standards and guidelines published by NIST to ensure that the information collected and stored for the CITSS Help Desk Services project are properly secured. We will also follow all relevant WCI, Inc. policies and procedures, and Security Program Policy as applicable.

(c) Privacy Training

We take information privacy seriously. Through continual vigilance, we strive to give our clients peace of mind regarding the privacy of personal information. This includes data in any form—written, oral, or electronic—that can be linked to a specific person. To ensure this privacy, our employee orientation and training complies with Personal Identifiable Information (PII) regulations for those who transmit electronic transactions. All team members working on the CITSS Help Desk Services project will participate in a special 16-hour training course on confidentiality. Critical components of this training will include the role of the customer service representative; procedures for caller anonymity/confidentiality and data security; and corporate core values and expectations for employee performance (which also includes expectations for protecting confidentiality). Our training, combined with our staff supervision and management services, will ensure that our CSRs refrain from discussing details of calls outside of the work environment. In addition, we view training as an aspect of quality control. We believe that training our staff is a corporate responsibility and that a well-trained staff is the foundation for meeting contract requirements.

- **PII Privacy and Security Training** will be completed through on-line, Web-based training modules within the first 30 days of contract award.
- **Government-unique training.** In addition to the PII training, our staff will attend any additional Federal Government directed training.
- **Continuing Education.** We encourage our staff to seek continuing professional education to ensure our staff maintains technical proficiency within job function areas.

ACCOMMODATIONS

We will provide reasonable accommodations and employ flexible, secure multichannel, multilingual, and TDD/TTY services to assist persons with disabilities, including visually impaired and speech and hearing impaired clients in order to offer them the greatest range of options to meet their needs. We will follow the accommodation requirements in accordance to the Americans with Disabilities Act and relevant state and provincial legislation for services provided by states, provinces, and businesses.

PERFORMANCE METRICS AND GOALS

Our performance metrics and goals are intended to represent a best-in-class service and are based on historical performance measures from other contact center/service center projects performed or being performed by ICF. We expect to provide field inquiries via telephone and e-mail to CITSS users in a courteous and professional manner in accordance with WCI, Inc. expectations. Performance metrics will be captured in real-time through the utilization of the Help Desk Management and Tracking System for each user that contacts the CITSS Help Desk Services by telephone or e-mail.

Table 2. Performance Metrics and Goals

PERFORMANCE MEASURES TABLE		
PERFORMANCE AREA	PERFORMANCE METRIC (documented)	PERFORMANCE GOAL (where applicable)
<i>Telephone</i>		
Wait time	Mean, Median, Maximum	
	Portion under 30 seconds	At least 80%
Hold time	Mean, Median, Maximum	
	Portion under 2 minutes	At least 80%
Calls placed on hold	Number	
	Portion	Less than 10%
Calls abandoned while waiting or on hold	Number	
	Portion	Less than 2%
<i>Routine In-Scope Inquiries</i>		

PERFORMANCE MEASURES TABLE		
PERFORMANCE AREA	PERFORMANCE METRIC (documented)	PERFORMANCE GOAL (where applicable)
Inquiries by phone	Number	
	Mean call time	
	Portion resolved < 20 minutes	At least 80%
Inquiries by e-mail	Number	
	Mean response time	
	Portion resolved with first (non-clarifying) reply	At least 80%
Non-Routine In-Scope Inquiries: Critical		
Inquiries by phone/e-mail	Number	
	Mean resolution time	
	Median resolution time	
	Portion resolved < 2 hours	At least 75%
	Portion resolved < 4 hours	At least 90%
	Portion evaluated	
	Number unresolved	
	Number awaiting input from evaluation	
Non-Routine In-Scope Inquiries: Non-Critical		
Inquiries by phone/e-mail	Number	
	Mean resolution time	
	Median resolution time	
	Portion resolved < 8 hours	At least 75%
	Portion resolved < 12 hours	At least 90%
	Portion evaluated	
	Number unresolved	
	Number awaiting input from evaluation	
Other Inquiries: Critical		
Inquiries by phone/e-mail	Number	
	Mean resolution time	
	Median resolution time	
	Number unresolved	
Other Inquiries: Critical		
Inquiries by phone/e-mail	Number	
	Mean resolution time	
	Median resolution time	
	Number unresolved	
User Satisfaction		
Note: hours are designated as business hours, and elevated means elevated to non-contractor personnel designated by WCI, Inc.		

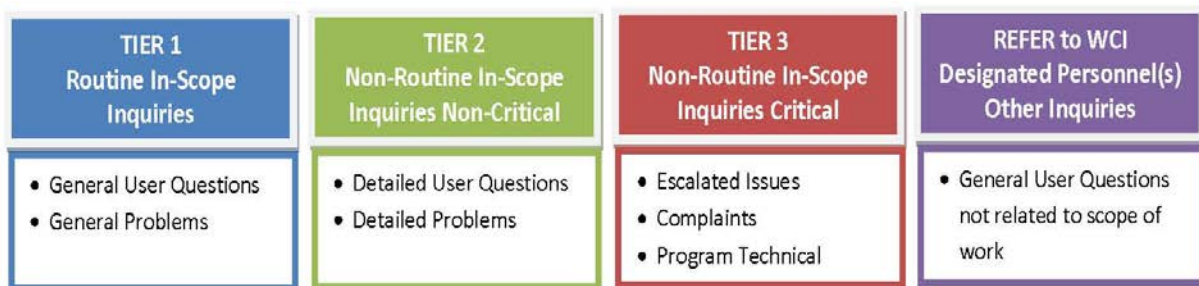
Additionally, we will provide metrics on the all activities performed for the CITSS Help Desk Services project. These metrics allow evaluation of service desk performance on a regular basis (i.e., routine/regular intervals and in real-time). This is important to assess the health, maturity, efficiency, and effectiveness of the service and reveal opportunities to improve service desk operations. The following are some selected examples of service desk metrics:

- First Level Fix (FLF)
- First Contact Resolution (FCR)
- Number of calls over a defined period (per day/per week/per month, etc.) – Trend analysis
- Number of calls over a defined time period (0600–0800, 0800–1000, etc.) – Trend analysis
- Call duration
- Incident Turnaround Time (ITAT)
- Average Speed to Answer (ASA)
- Abandoned Call Rate (ABR)
- Number of incorrectly assigned incidents
- Number of calls/incidents per CSR

To facilitate routing of the CITSS users to the appropriate CSR functional area and TIER, we use an Integrated Voice Response (IVR) solution that both maximizes call efficiency and minimizes caller wait times. This design incorporates numerous specialized options for CITSS users to identify the types of information or function they need (such as general program information, more detailed program information, or to escalate an issue) so that they can be routed to the most appropriate CSR.

User inquiries that are considered “Other Inquiries” not related to the scope of services and that are categorized as Non-Critical will be referred at least twice per day and/or possibly referred in batches to the WCI, Inc. designated personnel. As for “Other Inquiries” that are considered Critical, these will be referred immediately to the WCI, Inc. designated personnel. For reporting purposes, we will initiate a confirmation of receipt for all referrals issued to the designated personnel; in turn, we will request the time and date at which WCI, Inc. designated personnel resolved the referral.

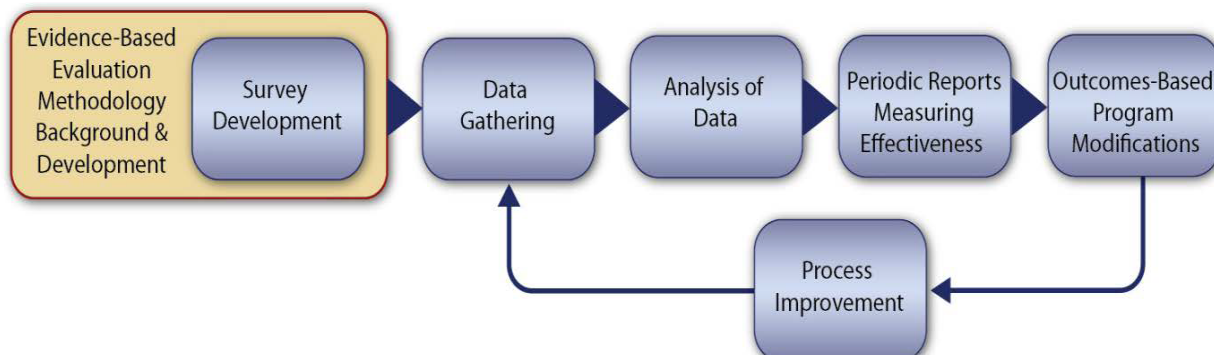
Figure 2. ICF’s Multi-Tiered Customer Service Process



CITSS HELP DESK SERVICES USER SATISFACTION SURVEY

Our IVR-based Customer Satisfaction Survey will be easy to use for CITSS users and cost effective for this project. The survey will be anonymous, yet provide WCI, Inc. with actionable data. We will design the User Satisfaction Survey for clients to provide feedback on the service they receive from the contact center during the hours of operation. We will provide the results to WCI, Inc. and use the same data to conduct internal reviews in order to maintain a continuous improvement process throughout the CITSS Help Desk Services CITSS project.

Figure 3. CITSS Help Desk Services Project Lifecycle, Continuous Improvement



REPORTING ON PERFORMANCE METRICS AND GOALS

Figure 4 displays a portion of a Weekly Activities Report created to display and document the required performance measures as detailed in the RFP. This report will be provided weekly and monthly, and whenever requested by WCI, Inc. Performance metrics will be monitored live and can easily be reported as needed. These reports will be customized to fit WCI, Inc.'s needs.

Figure 4. Sample Weekly Activity Report

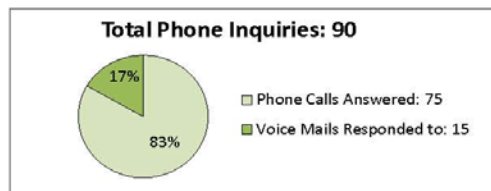
WCI CITSS Help Desk Services
Weekly Activity for 01 November thru 30 November 2012

Weekly Narrative:
Action Items: 1) None to report.
Social Media: This information is provided in a separate report

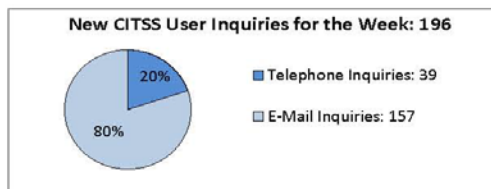
Database CITSS user Inquiries This Week:	Telephone	E-Mail	Total Increase	Notification Database Total
	39	157	196	181,549
E-Mail Primary Records	Total to Date:	181,549		
E-Mail Duplicate Records	Total to Date:	28,044		

Other Activity This Week	Address/Info Updated	56
	E-Mails Received	6
	Letters Received	0
	Total Website Hits	2,976
	Facebook "Likes"	1,909

Telephone Inquiries	
Phone Calls Answered:	75
Voice Mail	
Received After Working Hours	9
Received During Working Hours	6
Voice Mails Responded to:	15
Total Phone Inquiries :	90

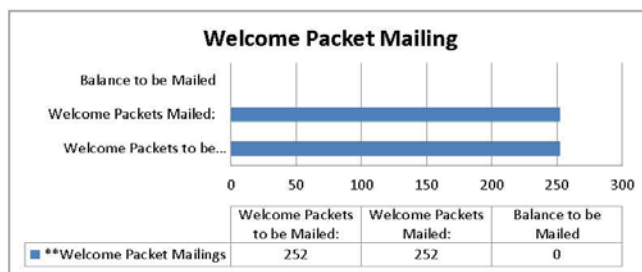


New CITSS User Inquiries	
Telephone Inquiries:	39
E-Mail Inquiries:	157
Total New CITSS User Inquiries	196
Validations	
Completed:	196
Total Records Reviewed:	280



**Welcome Packet Mailings	
Welcome Packets to be Mailed:	252
Welcome Packets Mailed:	252
Balance to be Mailed	0

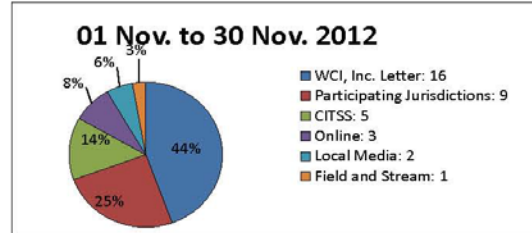
** Includes Returned Mail and Registrant Requested Address Updates



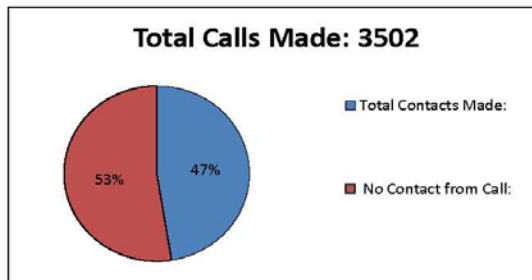
E-Mails	
E-Mails Received:	6
E-Mails Responded to:	6
Balance to be Completed:	0

Letters	
Letters Received:	0
Letters Responded to:	0
Balance to be Completed:	0

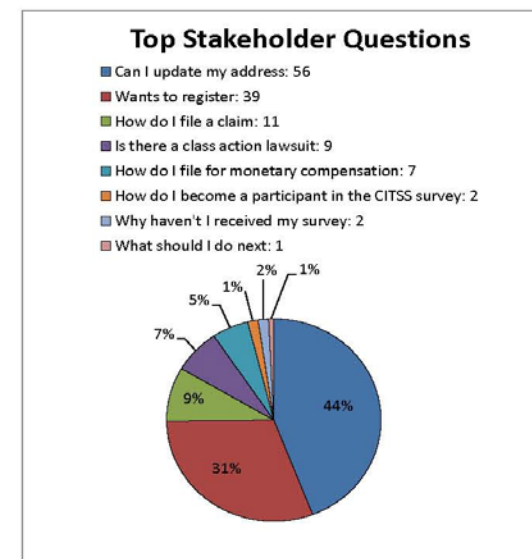
How Did you Hear About Us 01 November to 30 November 2012		Total
WCI, Inc. Letter:		16
Participating Jurisdictions:		9
CITSS:		5
Online:		3
Local Media:		2
Field and Stream:		1



Outgoing Calls 01 November to 30 November 2012		Total
Calls Made:		31
Contacts Made:		13
Year to Date		
Total Calls Made:		3502
Total Contacts Made:		1662
No Contact from Call:		1840



Top Stakeholder Questions 01 November to 30 November 2012		Total
Can I update my address:		56
Wants to register:		39
How do I file a claim:		11
Is there a class action lawsuit:		9
How do I file for monetary compensation:		7
How do I become a participant in the CITSS survey:		2
Why haven't I received my survey:		2
What should I do next:		1

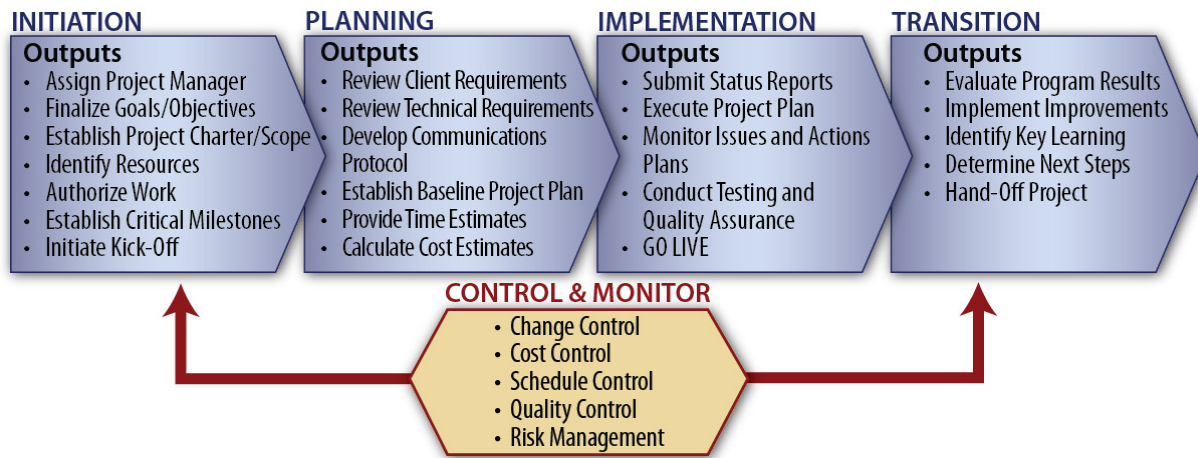


C. WORK PLAN AND SCHEDULE

As part of our ongoing continuous improvement effort, we will regularly communicate and coordinate with WCI, Inc. for feedback and any operating adjustments. This will be done through ongoing detailed reports, high-level program dashboard reports, meetings, conference calls, and other standard methods. A change management process will be set-up to not only control changes but to gather WCI, Inc. CITSS feedback and approval as needed for any recommendations or options that may enhance or improve the process.

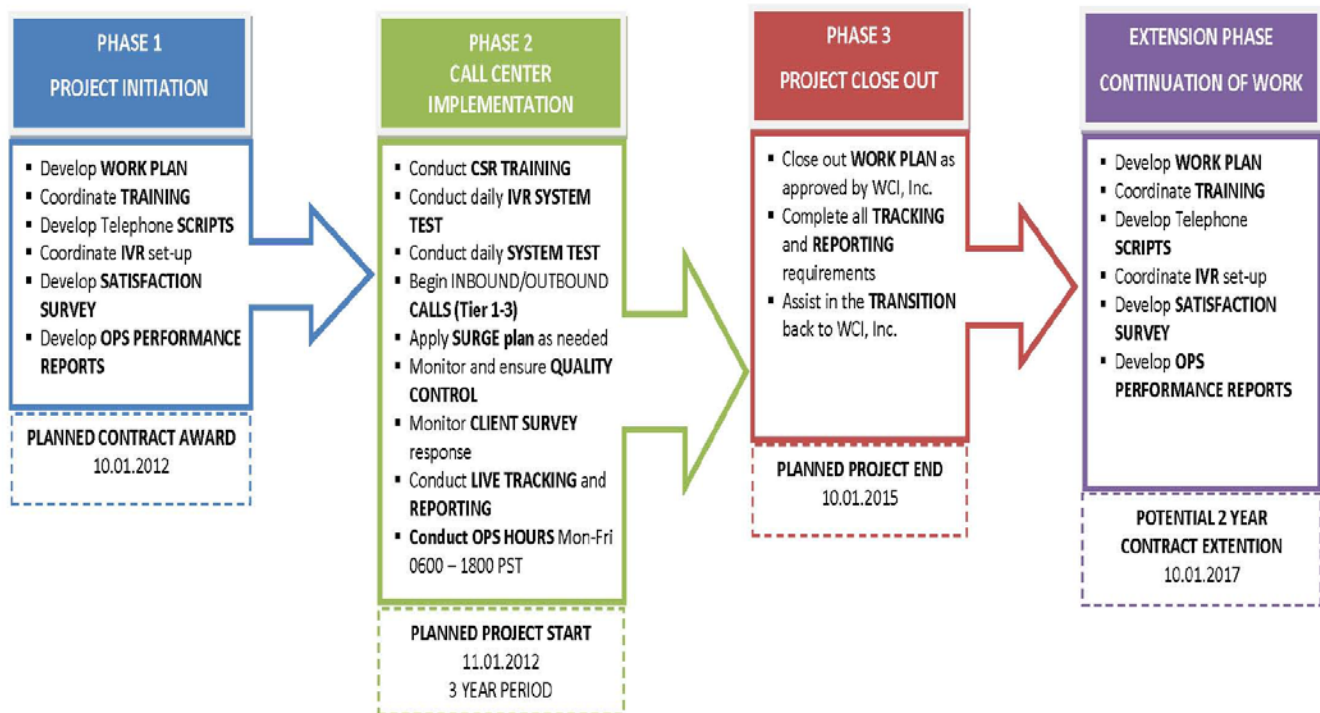
Our approach to project management follows a process of initiation, planning, implementation, and transition, as illustrated in *Figure 5*. Close control and monitoring through each phase allows us to furnish high quality, on time, on-budget deliverables and services.

Figure 5. Illustration of CITSS Help Desk Services Process Steps



To support our planning process, we have organized the CITSS Help Desk Services project into three phases, illustrated in *Figure 6*.

Figure 6. CITSS Help Desk Services Project Phases



The First Step: Understanding the Help Desk Services for CITSS

We will provide Help Desk Services for the CITSS project utilizing a newly dedicated toll-free number usable in the US and Canada. Each field inquiry from CITSS users will be greeted in a courteous, professional manner and will receive designated services to resolve user questions or problems by providing timely, accurate information. The CSR will be responsible for providing service for In-Scope Inquiries categorized as Routine and Non-Routine, by telephone or e-mail, in English or in French; which can be resolved in a single reply telephone call or reply e-mail to the user. The CSR will also be responsible for Non-Routine In-Scope inquiries, which we understand may generally require two or more contacts with the user. The CSR will categorize the Non-Routine In-Scope inquiries as Critical or Non-Critical and follow prescribed response time as described in the RFP. The CSR will also receive appropriate instructions as to Other Inquiries protocol and as described in the RFP will be transferred to the WCI, Inc. designated personnel.



Martinsville modular call center improves supervisory capability and staff monitoring.

Introduction to WCI, Inc. CITSS Help Desk Services Call Center Duties

The purpose of this project is to provide help desk services to field inquiries from CITSS users to resolve any questions and/or problems by providing timely, accurate information. The primary responsibilities of the call center are detailed in the Standard Operating Procedure (SOP) and include:

- The CSRs will field telephone/e-mail inquiries based on the following categories:
 - In-Scope Inquiries
 - Routine
 - Non-Routine Critical
 - Non-Routine Non-Critical
 - Other Inquiries
 - Critical
 - Non-Critical
- The CSRs will refer any misdirected or unrelated calls based on defined protocols to appropriate personnel identified by WCI Inc. Once the inquiry has been satisfied, the CSR will log and summarize the inquiry using the Help Desk Management and Tracking System (WCI, Inc. CITSS project dashboard). The CSRs will also be responsible to generate a Weekly Operations Performance Report that captures completed work in a numerical format as directed by the project manager.

It is our understanding that the in-scope inquiries that are considered routine are most typically resolved during the first telephone or e-mail contact and often within 20 minutes. As for the in-scope inquiry that is considered to be non-routine this usually requires two or more contacts with the user. In addition, as noted, the in-scope non-routine inquiry can be categorized as a critical or non-critical matter, and therefore, treated differently. For example, an in-scope, non-routine, critical inquiry usually has an operational impact on the user, meaning that they cannot conduct their business operations, or it causes a work stoppage requiring a more rigorous follow-up. An in-scope, non-routine, non-critical inquiry causes a minor inconvenience to the user, and it is not considered as serious; however, it must be handled within specified resolution protocols as discussed in more detail within this proposal.

Other inquiries also are categorized as critical and non-critical. For inquiries that are considered to be other inquiries critical these are referred immediately to the WCI, Inc. designated personnel. As for other inquiries that are considered non-critical, these may be gathered and submitted to the WCI, Inc. designated personnel twice per day or may be referred in batches. Whichever the case, the CSR must confirm that the designated personnel received the referral; and, the personnel designated by WCI, Inc. shall report to the CSR the time and date at which the referred inquiry was resolved. CSRs are responsible to document all activities pertaining to the CITSS users' resolution within the Help Desk Management and Tracking System; the project manager and team lead will use this information for reporting.

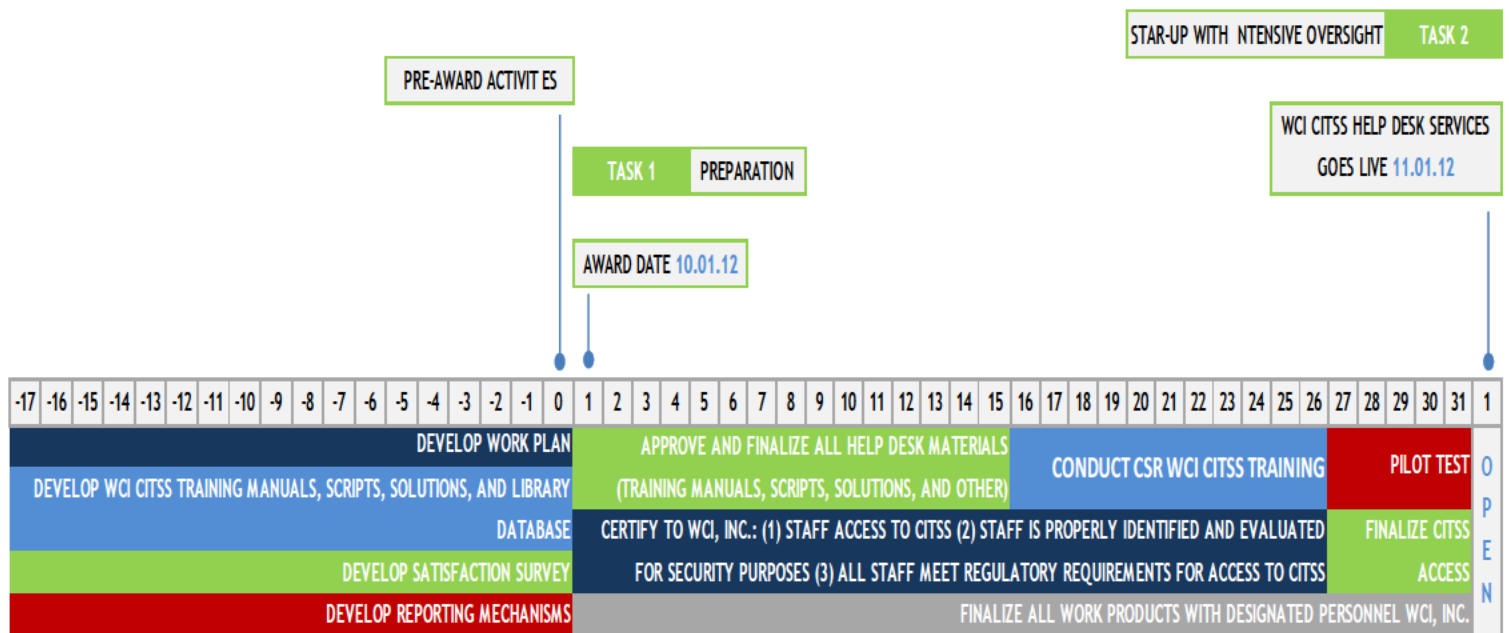
TASK 1: PREPARATION

This task will provide the opportunity to produce a more detailed project management work plan based on the initial plan submitted as part of this proposal and interaction with and review by WCI, Inc.; we will also provide standard operating procedures for the help desk.

Project Initiation Timeline

Project implementation begins during the initiation phase by assigning a Project Manager, defining the goals and objectives in the timeline and process flow, identifying the required resources, and establishing critical milestones. We will develop a detailed work plan with a work breakdown structure and detailed schedule for approval, conduct CSR training, design the IVR system, and designate the toll-free number that will be used for the CITSS Help Desk Services project. During Task 1, we will develop Client Satisfaction Survey and reports to measure the operations performance that will include requirements described in the RFP.

Figure 7. The Start-Up Plan Provides a good high level view of our Task 1 preparation activities



Our existing facilities and resources reduce start-up risk.

Contact center Location

This project will utilize our operations center in Martinsville, Virginia for the CITSS Help Desk Services project. The facility is strategically located to provide easy access, but far enough away to be secure from most natural disasters. Tucked next to the Blue Ridge Mountains, the Martinsville operations center has relatively mild winters and summers, with historically low snowfall amounts.



Contact center Business Disaster Recovery Plan

The Martinsville operations center is constructed of concrete and steel, with fully redundant systems and generator back-up power for all critical systems. Broadband access to the facility comes from two completely separate directions and is redundant out to the main trunk lines. Once the broadband service reaches its middle mile connections, it is connected to points-of-presence (POPs) in Ashburn, Virginia, and Atlanta, Georgia, thus preventing a single point of failure from shutting off the facility's broadband connection. A comprehensive plan addressing an acceptable disaster recovery plan will be made available upon contract award.

Facilities and Resources

We own and manage all aspects of our contact center operations, allowing us to streamline the transition of all related support services, since we will not have any subcontractor dependencies. The Martinsville operations center is a 91,500 Sq. Ft., 600-seat, state-of-the-art fulfillment and contact center that integrates business processing, contact center functions, and fulfillment operations into one location. It is constructed of concrete and steel with fully redundant systems, and generator back-up power for all critical systems. Broadband access to the facility comes from two completely separate directions and is redundant out to the main trunk lines. It is strategically located on the Eastern Seaboard, close enough to our Fairfax, VA headquarters to provide easy access, but far enough away to be secure from most natural disasters.

Technology Infrastructure

Our Martinsville secure contact and data center provide core VOIP network infrastructure to support contact center operations. Our Tier IV data center offers a robust infrastructure with elements such as a fully redundant, enterprise-class network architecture, a fully redundant power circuit configuration with UPS battery back-ups, and a Data Vault off-site data back-up and recovery service that safely and securely transports critical data to a second remote Tier IV data center. The Martinsville operations center is also a highly scalable facility newly outfitted and engineered for contact center operations.

IVR System: Current Capacity 1,000 Simultaneous Inbound/Outbound Calls

The operations center provides a resource of 600 workstations that can be operational 24/7/365. One highlight of our system is the sophisticated, network-integrated IP phone call distribution, which provides efficient routing of client calls and produces a complete log of all calls. This log is used extensively for quality assurance tracking and staff training. The system tracks real-time and historical phone utilization trends for individual CSRs, for teams, and for overall contact center staff; this allows us to maintain high-level efficiency and consistency and address any area that may need to be improved. Other system features also include:

- **Flexible, computer-managed appointments** the advanced scheduling module of our contact center software allows us to set—and automatically manage—call-back appointments. This offers flexibility and ensures that appointments we set with clients will always be met.
- **Interactive Voice Response (IVR)** is a telephone technology with intelligent routing and automated responses to satisfy clients' needs and general information requests 24 hours a day, seven days a week. IVR allows clients to select options from a menu and gives us many powerful features for enhancing the utility of any program requirements.
- **Outbound IVR** applications could include reminder calls, automated messages, and follow-up calls as needed. The IVR system can dial client numbers and play pre-recorded reminder or program messages on answering machines. IVR functionality can collect information as well; this service may greatly enhance the CITSS Help Desk Services' ability to meet client needs and keep them engaged during the inquiry

process. For example, the IVR system could make follow-up calls to CITSS users who would like a follow-up call related to their inquiry and offer them the ability to contact the center. Thus, outbound IVR features effectively provide a non-intrusive, low-cost means to keep users engaged during the inquiry process.

- **Inbound IVR** applications could effectively keep the CITSS Help Desk Services project available 24 hours a day, seven days a week, at minimal cost - through an IVR system that we would design specifically for CITSS users to access immediate, pre-recorded information about CITSS services by simply choosing numbers on the phone keypad.

Our IVR system capabilities support IVR requirements:

- Toll-free,
- Available 24 hours a day/7 days a week,
- Utilizes touch pad and voice commands,
- Supports English and French,
- Authenticates subscriber ID via telephone number,
- Customers talk to CSR during business hours,
- Answers 100 percent of calls on first ring,
- Ability to handle TDD/TTY calls,
- Ability to handle 1,000 calls simultaneously, and
- Ability to leave voice message after hours.

We will configure the Cisco UCCE to record 100 percent of calls for quality monitoring and customer satisfaction. Our quality assurance staff will review these calls and use integrated Cisco UCCE reports to identify issues, prepare training, and correct the source.

Dedicated Toll-Free Number

We will establish a dedicated toll-free number usable in the US and Canada which will be transferable to WCI, Inc. or other vendor designated by WCI, Inc. upon WCI, Inc.'s request or at the termination of this contract. Our Customer Service Representatives (CSRs) will staff this dedicated toll-free line to answer all telephone inquiries in standard American English and international French languages. E-mails will be handled as received, either in English or in French. These services will be extended to the CITSS user inquiries during the advertised operations hours.

Preparing Project Materials and CSRs

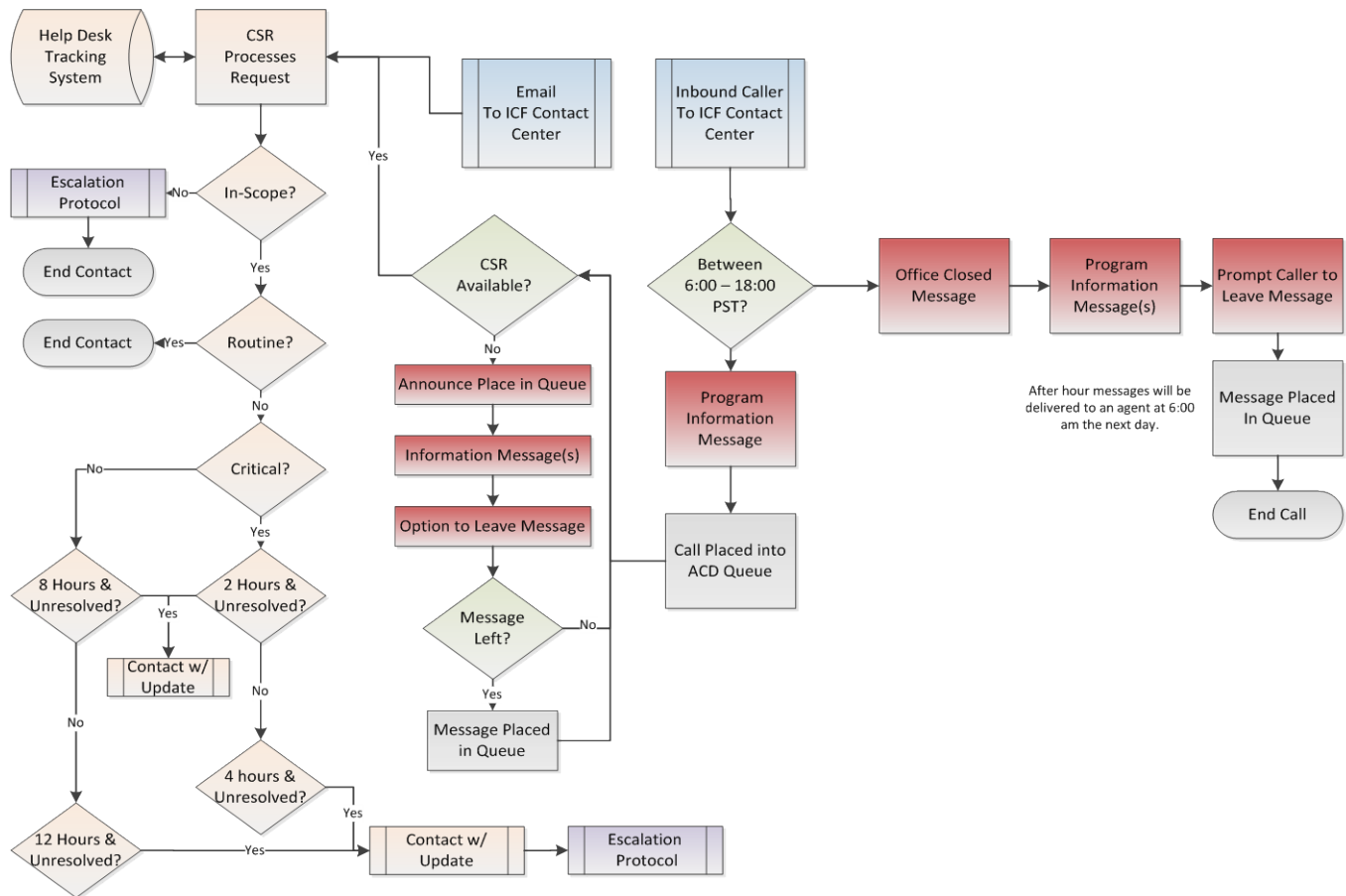
During this phase, we will utilize all materials available to develop Participating Jurisdiction Help Desk Manuals, Scripts, Solutions and any relevant materials to assist with Help Desk Service requirements. In addition, we will confirm all designated CITSS staff assigned to this project to ensure that the appropriate CITSS registration process is completed during this phase. We plan to complete all phases of the CITSS Help Desk Services project training during the period of October 1 through 31, 2012, and we will debrief the CSRs and address any outstanding questions or issues they may have. When the project is active and calls are being handled, CSRs will receive additional coaching and briefings as needed. Our Team Lead will monitor CSR performance to identify areas that may require ongoing coaching or additional training. If deficiencies are identified, then a corrective action will be pursued (e.g., clarifying call scripts or one-on-one coaching). Remedial and refresher training will be scheduled as needed over the life of the contract. We will provide WCI, Inc. with a customized syllabus for approval in advance of all new trainings.

Training and Quality Control

All of our CSRs are fully trained on contact center operations, and each participates in our 16-hour initial training on procedures for caller confidentiality and data security. They will also undergo project-specific training. Our plan is to deploy key personnel to interface with WCI, Inc. personnel to acquire knowledge of the programs, develop a draft training plan, request approval of the plan, and then provide detailed training and oversight to the individual CSRs. The timing and location of this event will be confirmed once the contract is awarded, additional information is provided, and coordination conducted.

The following exhibit illustrates the contact center flow diagram for CITSS users calling into the designated toll-free number for CITSS Help Desk Services.

Figure 8. WCI, Inc. CITSS Help Desk Services Flow Diagram



CSRs will be prepared to field telephone and e-mail inquiries from CITSS users, by ensuring English or French language preference, then verifying the caller's identity, having the appropriate knowledge base to understand the question or problem, and having access to the appropriate tools to research the solution.

Martinsville is currently staffed with experienced, English and French CSRs, recruited and hired locally from the rich talent pool near Wake Forest University, as well as local residents who return home after college. Collectively, our staff has years of project experience that directly relates to greenhouse gas emissions trading systems, conducting various help desk functions by phone and correspondence, as well as case management work. We have the confidence that our CSRs have the people skills and resourcefulness to achieve and exceed the fielding and resolution of inquiries made by the CITSS users. Our staff are already trained in inbound inquiry handling, tested routinely for skills and professional behavior, and provided with industry-proven standard operating procedures for contact, confidentiality, and privacy.

Our contact center staff is evaluated on their performance and the quality of their work based on the metrics identified in the following table.

Table 3. Standard Metrics for Evaluating Customer Service Representatives (CSRs)

Greeting Skills	Uses appropriate greeting and positive initial response Obtains and/or verifies customer information Answers courteously and promptly
Listening Skills	Focuses on the call Does not interrupt the customer Exhibits responsiveness toward the customer Clarifies the customer's issue
Speaking Skills	Uses proper grammar, terms, and expressions Speaks clearly and audibly Is expressive, enthusiastic, and alert Uses proper pace when speaking
Call-Handling Skills	Takes ownership/expresses willingness to help Prevents or overcomes resistance Portrays a positive company/client image
Assessment and Issue-Solving Skills	Uses effective and tactful probing to obtain necessary information Resolves issues or gives alternatives Confirms client satisfaction
Procedural Requirements	Follows procedures and uses tools effectively Appropriately transfers, escalates, and refers calls Tracks calls properly
Closing Skills	Summarizes the call Uses appropriate closing techniques

If a CSR's performance does not meet expectations, this individual undergoes additional training and extensive monitoring. We have extensive reporting capabilities including:

- CSR-level reports: evaluate CSR quality and productivity;
- Project-level reports: manage the overall health of the project; and
- Service-level reports: both historical and real-time reports aid dynamically staffing projects, increasing efficiency, and identifying surges in call volume so contact center staff can react accordingly by increasing or decreasing staff.

All supervisory staff has access to these reports and monitors them closely.

To accommodate surges in call volume, we will train additional staff as needed for the WCI, Inc. CITSS project. This staff will be able to handle any surplus volume; therefore, service level will not suffer.

Our quality assurance model is based on Deming's PDCA (Plan, Do, Check, Act) cycle, in which complex processes are placed in a continuous feedback loop so that managers can identify and change the aspects of the process needing improvement. The components of the PDCA cycle are as follows:

- **Plan:** establish the objectives, and determine the specifications and processes necessary to deliver results.
- **Do:** implement the process.
- **Check:** monitor and evaluate the processes and results against objectives and specifications and report the outcome.
- **Act:** apply actions to the outcome for necessary improvement. This means reviewing all steps (Plan, Do, Check, Act) and modifying the process to improve it before its next implementation.

Materials Needed to Accomplish Task 1

We would like to request any additional information that would help us achieve the spectrum of program materials communicated to participants and clients on CITSS.

- Any material used by, and experience gained at, the Participating Jurisdictions while supporting the current release of CITSS;
- Regulator Guidance document developed for the California program as well as the Quebec program; and
- CITSS User Registration and Account Application Guide developed for the California program.

Materials Available to the Bidder

We understand that WCI, Inc. has prepared various documents and materials that we may request in preparation of Task 1 deliverables. We anticipate receiving the following documents by WCI, Inc.:

- CITSS User Guide prepared by WCI, Inc. and one or more Participating Jurisdiction; and
- Extracts from one or more Participating Jurisdiction Help Desk Manuals used during the initial CITSS registration process.

In compliance to Task 1 deliverable, we plan to provide on time deliverables at each task as described in the RFP and referenced in *Table 4*.

Table 4: Task 1 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 1	TASK 1: PREPARATION	10/31/2012
	a) Draft Help Desk Scripts	
	b) Demonstrate Help Desk Management and Tracking System	
	c) Draft Routine and Custom Reports	
	d) Draft Help Desk Procedures Manual	
	e) Present for approval by WCI, Inc. (testing, role playing, or other methods that will demonstrate CSR readiness of Help Desk Services	
	f) Demonstrate for review and comment by WCI, Inc. our ability to obtain objective input from Help Desk users regarding their satisfaction with the service	
	g) Provide list of staff providing Help Desk Services	

TASK 2: START-UP WITH INTENSIVE OVERSIGHT

Collaborating Closely During This Period

Understanding that Task 2 will involve intensive oversight from WCI, Inc. and designated staff from Participating Jurisdictions, we can assure a thorough process to address any service issues that are identified rapidly while developing and implementing these solutions to maintain consistent high-quality service as quickly as possible.

Staying Connected to Ensure Swift Solutions

The Team Lead will ensure hands-on coverage in an effort to participate and provide the feedback on issues and problems incurred during this important stage of the project. The data will be collected and diligently summarized in an effort to obtain swift solutions during scheduled periodic conference calls held with WCI, Inc. and designated Participating Jurisdiction staff. Our goal is to exceed the CITSS users' expectation when placing the call for help desk services and therefore, we understand the importance of demonstrating the most comprehensive program knowledge possible.

We will coordinate and ensure that all program materials in both English and French are updated in accordance to WCI, Inc. approvals. In addition, we will provide immediate response to solutions communicated by WCI, Inc. to our front line CSRs so that information may be shared immediately to avoid any further delay.

Our proposed three-tier solution will provide effective and efficient CITSS Help Desk Services; we will work closely and diligently to identify and address any issues, especially during this collaborative intensive oversight period.

Three-Tier Solution

Tier I CSRs will be prepared to answer all routine in-scope general program inquiries and problems. The CSR will have all the necessary CITSS reference materials organized to respond timely and accurately. If the incoming inquiry requires more in-depth research, the CSR will conduct a warm transfer to a Tier II CSR who will be prepared to handle non-routine, in-scope, non-critical detailed program inquiries and problems. Again, the CSR will have all the necessary CITSS reference materials organized to respond in accordance to prescribed protocols. If the user inquiry is determined to be non-routine, in-scope, critical, the CSR will conduct a warm transfer to the Tier III Team Lead who will address the inquiry in accordance to prescribed protocols. If the inquiry cannot be addressed, the Team Lead will refer the user inquiry to the appropriate WCI, Inc. designated personnel.

Our three-tier CSR program scripts, developed in Phase 1, will provide consistent quality responses to all CITSS clients.

Based on the CITSS Help Desk Services project described in the RFP, we anticipate that CSRs will accomplish the following:

- Communicating in English or French language by telephone or e-mail,
- Conducting themselves in a courteous and professional manner,
- Verifying the user's identity,
- Providing understanding of user questions and problems,
- Providing accurate information to resolve user in-scope questions and problems,
- Searching for solutions,
- Referring other inquiries to appropriate personnel identified by WCI, Inc.,
- Confidently ending calls,
- Ensuring appropriate follow-up and return calls as necessary,
- Categorizing and responding to e-mails in accordance to prescribed protocols, and
- Ensuring complete and appropriate logging and summarizations of inquiries in the Help Desk Management and Tracking System.

Our plan calls for three tiers of CSRs to be available Monday through Friday 6:00am – 6:00pm PST with additional, trained surge capacity Tier 1 CSRs. An after-hours IVR will effectively provide 24/7 availability for CITSS users desiring general CITSS information on Participating Jurisdictions. We have the capacity to roll calls to our Plattsburg NY facility; however, the 1,000 simultaneous call capacity, at Martinsville exceeds any reasonable call volume from a Participating Jurisdictions' population of 4,000 CITSS users.

The following exhibit illustrates the proposed three-tier intake process for CITSS Help Desk Services.

Figure 9. CITSS Help Desk Services Three-Tier Intake Process



The CSRs and Team Lead will ensure appropriate compliance recording and documenting resolutions for all routine and non-routine inquiries received in the Help Desk Management and Tracking System; this includes all other inquiries that have been referred to WCI, Inc. designated personnel.

The first table below depicts WCI, Inc.'s prescribed resolution protocol for telephone and e-mail inquiries that are categorized as non-routine in-scope inquiries.

Table 5. WCI, Inc. Prescribed Resolution Protocol for Non-Routine In-Scope Inquiries

Non-Routine In-Scope Inquiries Critical	Non-Routine In-Scope Inquiries Non-Critical
▪ 2 business hours	▪ 8 business hours
▪ 4 business hours	▪ 12 business hours
▪ ELEVATE to WCI, Inc. designated personnel	▪ ELEVATE to WCI, Inc. designated personnel

NOTE: (1) If no resolution to inquiry is possible, follow-up must be conducted within each prescribed resolution periods before escalating to WCI, Inc. designated personnel.

NOTE: (2) Elevated inquiries referred to WCI, Inc. designated personnel must be tracked for receipt of input and followed through to resolution with the user.

Table 6 depicts the resolution protocol for telephone and e-mail inquiries that are categorized as other inquiries. These prescribed resolution protocols will be implemented within the CITSS Help Desk Services procedures manual for Participating Jurisdictions.

Table 6. WCI, Inc. Prescribed Resolution Protocol for Other Inquiries

Other Inquiries Critical	Other Inquiries Non-Critical
<ul style="list-style-type: none"> Referred immediately to WCI, Inc. designated personnel 	<ul style="list-style-type: none"> Referred at least twice per day
	<ul style="list-style-type: none"> Or may be referred in batches

NOTE: (1) CSR/Team Lead must confirm that the designated personnel received the referral.

NOTE: (2) Designated personnel will report the time and date at which the referred inquiry was resolved.

NOTE: (3) CSR/Team Lead must record the time and date in the Help Desk Management and Tracking System.

We will be prepared to begin contact center operations for CITSS Help Desk Services project on November 1 in compliance with the deliverables listed *Table 7*. We understand that this task will involve intensive initial oversight to identify problems expeditiously and implement solutions rapidly, with the assistance of designated personnel by WCI, Inc. This task is expected to continue through November 30, 2012.

Table 7. Task 2 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 2	TASK 2: START-UP WITH INTENSIVE OVERSIGHT	11/30/2012 may be extended if needed
	a) Help Desk Services, including but not limited to: <ul style="list-style-type: none"> Greeting callers Verifying the caller's identity Understanding users' questions and problems Providing accurate information to resolve user's in-scope questions and problems including researching solutions Referring other inquiries to appropriate personnel identified by WCI, Inc. Ending calls Returning calls Responding to e-mail inquiries And logging and summarizing inquiries in the Help Desk Management and Tracking System 	
	b) Activity logs and summaries from the Help Desk Management and Tracking System provided at periodic conference calls with WCI, Inc. and designated Participating Jurisdiction staff	
	c) Documentation of problems identified, solutions proposed, solutions approved, and solutions implemented	
	d) Summaries of user satisfaction data	
	e) Updated deliverables from Task 1 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the solutions implemented under Task 2	

TASK 3: HELP DESK OPERATIONS

Providing Uninterrupted Help Desk Assistance to CITSS users

In Task 3, we will ensure that each CSR maintain consistent documentation of problems identified, solutions proposed, solutions that have been approved, and solutions that have been implemented for each CITSS user interaction. We will also maintain a log that summarizes the users' inquiry and users' satisfaction with the help desk services provided.

The project manager will provide activity logs and summaries from the Help Desk Management and Tracking System during periodic conference calls with WCI, Inc. and designated Participating Jurisdiction staff and/or when requested by WCI, Inc.

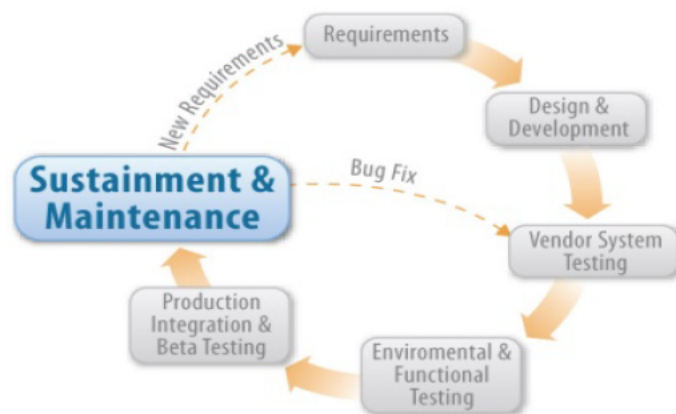
By Task 3, we will have a good foundation set up and will be ready to provide CITSS users with the best service possible. By this time, we will have already experienced and resolved potential issues and problems. Throughout operations, we expect to continue close communications with WCI, Inc. and Participating Jurisdictions but at a lesser frequency as during the previous tasks' activities.

Help Desk Management

Our team philosophy for Help Desk support is very simple – customer first.

Our help desk staff will provide help desk services organized into three support tiers. We define specific roles and responsibilities for each Help Desk staff member to ensure that all personnel understand their assigned duties as well as the duties of their coworkers. In this way, we foster a close working team environment, and facilitate open communications among our staff members.

Our goal is to meet all customers' needs at the earliest possible contact.



- Analyze problems reported through Help Desk or other means
- If training issue – train the user on how to successfully use the software
- Identify problems that should be fixed via software changes
- Modify the software to fix the problem (as directed by WCI, Inc.)
- Perform/support software testing at multiple levels, Environmental Test, Functional Test

Help Desk Reporting and Statistics

Our information system includes two SQL server-based data systems housed on Windows servers, in addition to call management and recording servers. We have developed several customized Web-based applications that allow us to collect and store enormous quantities and varieties of data efficiently and securely. This data system permits us to monitor and track all calls and Web-based activity as well as forecast staffing needs. We will use these tools to assist in follow-up, quality assurance monitoring, and ongoing staff training.

Our team will work with WCI, Inc. and Participating Jurisdictions to establish performance metrics to evaluate service desk performance; these reports will allow us to assess the efficiency and effectiveness of services. The following is a sample of service desk metrics:

- Call volume, indicating a need for additional staffing
- First Level Fix (FLF) and First Contact Resolution (FCR)
- Real-time and historic contact center metrics including:
 - Average speed to answer (ASA)

- Abandon call rate (ABR)
- Average hold time (AHT)
- Trend Analysis including:
 - Number of calls over a defined period of time, identifying peak call times requiring increased staffing levels
 - Repeat questions in specific areas, indicating a need for additional end-user training
 - Repeat hardware issues, indicating a need for replacement of troubled hardware

We will maintain optimal staffing levels and schedules to ensure that we meet desired performance metrics. This essential service ensures that any member of the CITSS user community who calls has access to skilled and informed help desk personnel. Our desktop technical support team will understand user's concerns and provide relevant, usable information.

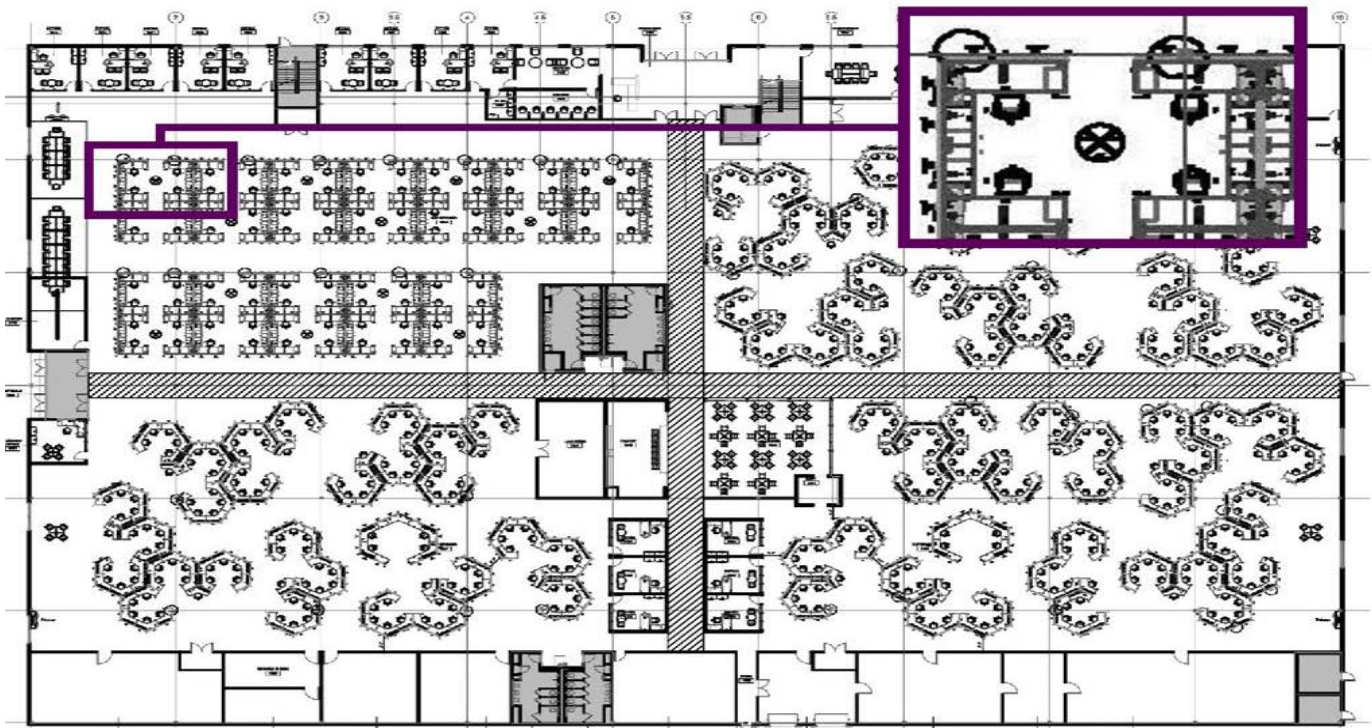
Contact center / Database Support

The contact center facility in Martinsville, VA has been engineered for high availability and minimal potential downtime; it meets or exceeds best practices availability of 99.5 percent for critical operational services. Business continuity will be further achieved through our robust, cloud-based IT infrastructure, redundant telecommunications, and geographically secure location; additional geographically dispersed back-up Contact center and phone switching systems, cross-trained Customer Service Representatives (CSRs) and other personnel (to ensure sufficient staffing in all events) are also available. Each of these components is designed to independently back-up a potential failure point or work in combination, in the unlikely event of a multi-point failure.

Contact center Operations

Within the Martinsville facility, there will be a space dedicated to the CITSS Help Desk Services project. This space's modular design facilitates improved supervisory capability and CSR monitoring. Because it is modular, adjustments to fit specific program requirements can be made quickly and easily. *Figure 10* displays the layout of space for the CITSS Help Desk Services project in the Martinsville center.

Figure 10. Modular Layout of Martinsville Call Center



Quality Control/Monitoring and Coaching

Quality control, monitoring, and coaching will produce a highly effective team for the CITSS Help Desk Services project. Our Team Lead is responsible for the complete customer satisfaction life cycle. He will perform the following tasks: monitor calls in real-time, listen to call recordings or read written responses; gauge each CSR's performance and customer satisfaction based on a department-approved scorecard with quantitative and qualitative metrics; determine any corrective actions for specific CSRs and areas of improvement for the project team as a whole; direct the policies and procedures instructor to enhance training protocols; participate in one-on-one coaching sessions and other training events; and report the results of the QC and training activities to the Project Manager.

The Team Lead will accomplish each task in this life cycle by accessing the call recording files in the Compliance Recording module of our Cisco Unified Contact Center implementation, configured to record 100 percent of helpdesk calls. He will review the tone and words provided to the user, and track the service record number and associated metadata by date, subtopic, and program for each quality-controlled inquiry in the data warehouse. The Team Lead will complete a quality assurance scorecard for each CSR; CSRs must receive "Demonstrates Often" or "Demonstrates Always" in 80 percent of the categories to avoid additional coaching.

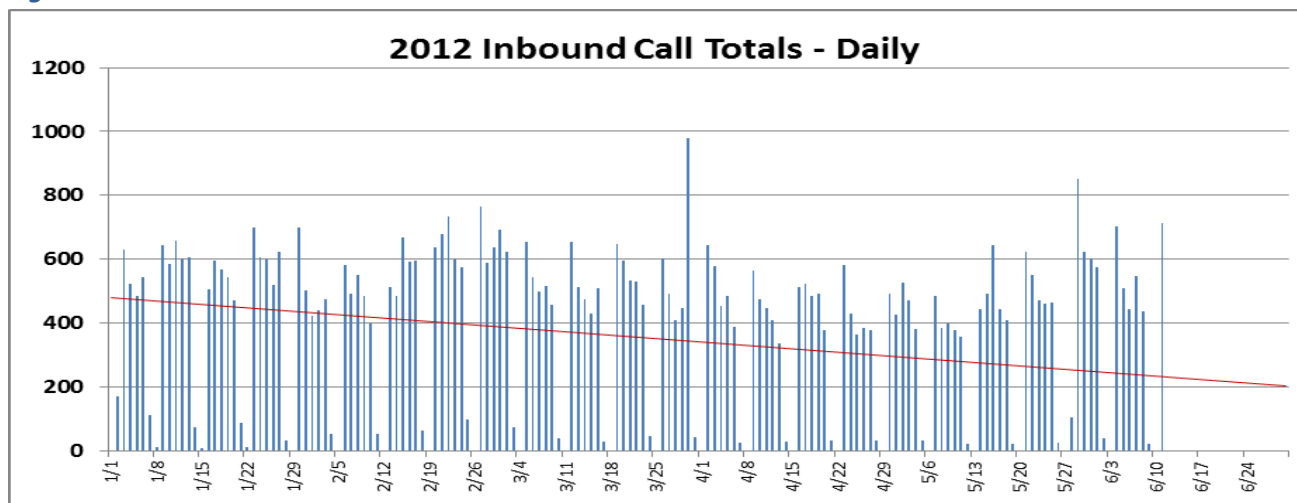
Live Call Monitoring

Live call monitoring will provide our project team and WCI, Inc. and Participating Jurisdictions real-time quality control. We will use the Compliance Recording module of our Cisco Unified Contact Center implementation, configured to record 100 percent of the calls for individualized staff coaching, performance evaluations, and quality control monitoring by our project team and WCI, Inc. and Participating Jurisdictions.

Scale-Up to Meet Demand

We have built-in surge capacity within the CITSS Help Desk Services project, but beyond that, we have the capability to handle large surges in call volume within our operations center. *Figure 11* demonstrates tracking of call volume by program and subprogram. Even though there is significant variance in call volume, at no time do these programs experience significant queue delays, or blocked or dropped calls. By tracking call volume daily, we can adjust staffing quickly—thus keeping customer satisfaction high.

Figure 11. 2012 Inbound Calls



Verifying User Identification

As described in this RFP, specific protocols will be communicated during CSR training. One of the most important protocols involves determining how to identify the user. Based upon information provided in Task I in the preparation of Help Desk Procedures Manual, our CSRs will identify CITSS users at the time of the call by utilizing approved CITSS Help Desk Procedures Manual instructions.

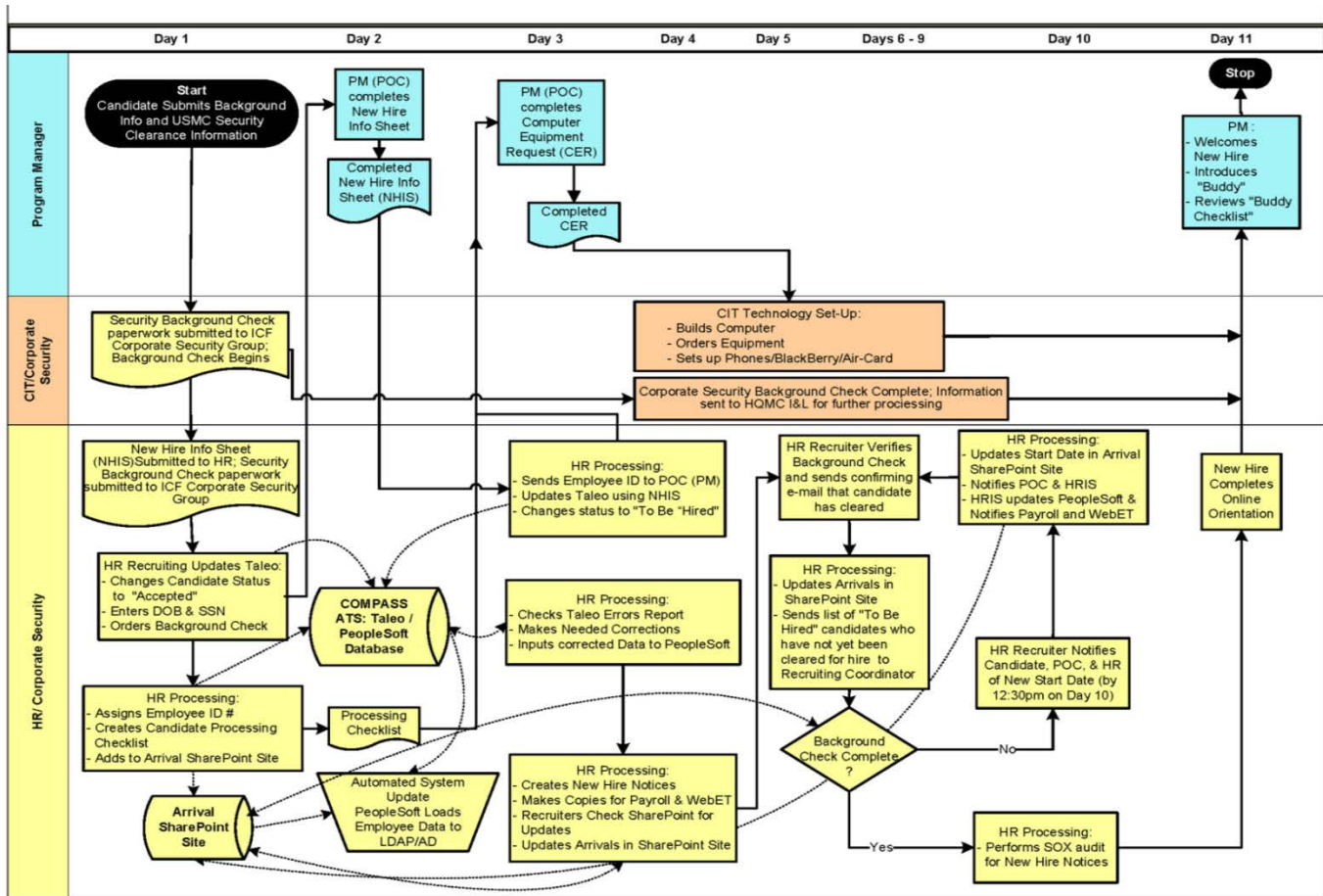
Table 8. Task 3 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 3	TASK 3: HELP DESK OPERATIONS	10/01/2015
	a) Help Desk Services, including but not limited to:	
	<ul style="list-style-type: none"> ▪ Greeting callers ▪ Verifying the caller's identity ▪ Understanding users' questions and problems ▪ Providing accurate information to resolve user's in-scope questions and problems including researching solutions ▪ Referring other inquiries to appropriate personnel identified by WCI, Inc. ▪ Ending calls ▪ Returning calls ▪ Responding to e-mail inquiries ▪ And logging and summarizing inquiries in the Help Desk Management and Tracking System 	
	b) Written weekly Service Updates, including user satisfaction results	
	c) Documentation of problems identified, solutions proposed, solutions approved, and solutions implemented	
	d) Service Review conference calls with WCI, Inc. and designated Participating Jurisdiction staff	
	e) Updated deliverables from Task 1 and/or Task 2 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the solutions implemented under Task 3	

TASK 4: NEW PERSONNEL

Maintaining Adequate and Qualified Staffing

At the Martinsville Contact center, we maintain 200 full-time staff and a cadre of part-time and on-call CSRs for both surge and emergency use. Our operating principle is to cross-train employees so the contact center is never without sufficient personnel to operate effectively and respond quickly. In the case of a surge in CITSS users or notification database additions, we will rapidly train and deploy additional personnel. Although these additional staff would not be able to access the database, they would be able to handle the increased call volume and record the information for later input into the database.



Staffing Plan: Skill Level, Turnover, and Surge Capabilities

In the event of personnel turnover, we will follow a standard onboarding process that includes project security requirements, program-required training, and CITSS registration. We will not bill personnel replacement to WCI, Inc. Table 9 depicts the deliverables when faced with a change in staffing.

Table 9. Task 4 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 4	TASK 4: NEW PERSONNEL	10/01/2015
	a) Update list of staff providing Help Desk Services, including a certification that all new personnel have been properly evaluated for security purposes.	

TASK 5: NEW JURISDICTIONS

Extending Help Desk Services to New Jurisdictions

During the performance of work under this contract, there may be additional jurisdictions joining partnership with WCI, Inc. it is our understanding that the current Participating Jurisdictions included at this time is the state of California, USA, and the Canadian provinces of British Columbia, Manitoba, Ontario and Quebec. We will ensure that appropriate Help Desk materials and procedures manual, will be incorporated and updated to accommodate the addition of new jurisdictions, while requesting any anticipated materials from WCI, Inc. and Participating Jurisdictions. Table 10 depicts the deliverables associated within this task.

Table 10. Task 5 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 5	TASK 5: NEW JURISDICTIONS	10/01/2015
	a) Update deliverables from Task 1, 2, and 3 to reflect the addition of new jurisdictions: <ul style="list-style-type: none"> ▪ Telephone Scripts ▪ Solutions ▪ Related Materials ▪ Help Desk Procedures Manual 	

TASK 6: TRANSITION OUT

Project Close-Out and Transition to a New Service Provider

Once the CITSS Help Desk Services project objectives are achieved, we will coordinate materials and assistance to transition the Help Desk Services to a new service provider as communicated by WCI, Inc. We will work with WCI, Inc. and other vendor(s) selected by WCI, Inc., to transition the Help Desk Services, including any training and knowledge transfer deemed appropriate. We understand that this task shall be initiated under the direction of WCI, Inc., no later than four (4) months prior to the end of the contract date.

We also understand the need for a well-planned transition, with detailed bridging and mapping plans, when a contact center function passes from one system or vendor to another. Recently, we successfully transitioned the processing and customer service functions for four separate mature programs from another contractor at the client's request. The initial phase of this process will be to create a transition management plan that includes:

- Transition elements,
- Transfer mechanisms,
- Scope risk mitigation controls,
- Transition timeline,
- Roles and responsibilities, and
- Quality assurance test plans.

Members of our Technical Services department will lead this initiative and report progress directly to our Project Manager. Prior to the transition, members of this team will provide our Project Manager with results of the pre-transition quality assurance testing. Positive test results are a required precursor to the actual transition. Once services have been transitioned, our team will implement a production quality assurance test plan with the results provided to our Project Manager.

Task 6 requirements dictate that we prepare a *Transition Plan* encompassing the activities and materials that will be utilized during the transitioning of services to the new provider. In addition, we will coordinate a conference call and webinar for the presentation of this plan to WCI, Inc. and the new service provider. We will also ensure appropriate assistance is provided during the transfer of the Help Desk Services to the new service provider. *Table 11* depicts the deliverable that we will ensure during this project phase.

Table 11. Task 6 Deliverables

RFP Reference	Deliverables	Due Dates
Section II C Task 6	TASK 6: TRANSITION OUT	10/01/2015 No later than 4 months prior to contract end date
	a) Draft Transition Plan for review and comment by WCI, Inc. <ul style="list-style-type: none"> Final Transition Plan incorporating WCI, Inc. comments Final Transition Plan shall be completed at a minimum of three months prior to the end of the Contractor's contract 	
	b) Conference call and webinar to present the Transition Plan to WCI, Inc. and the new service provider. <ul style="list-style-type: none"> As necessary, follow-up responses to questions asked during the conference call 	
	c) Knowledge transfer and assistance as needed to enable a smooth transition.	
	d) Electronic copies of all materials developed to provide Help Desk Services, including scripts, solutions, related materials, and Help Desk Procedures Manual. <ul style="list-style-type: none"> The electronic format for the materials shall be specified by WCI, Inc. to ensure compatibility with standard business software such as Microsoft Office These materials shall be provided at a minimum of one month prior to the end of the Contractor's contract 	
	e) Documentation for the set-up and operation of the Help Desk Management and Tracking System <ul style="list-style-type: none"> These materials shall be provided at a minimum of one month prior to the end of the Contractor's contract 	
	f) Data from the Help Desk Management and Tracking System that enables the logs and summaries of the Help Desk Services provided under the contract to be accessed using standard business software such as Microsoft Office. <ul style="list-style-type: none"> These materials shall be provided at the end of the Contractor's contract 	

ATTACHMENT G:
CONTRACTOR'S COST PROPOSAL

PART 2: COST PROPOSAL

ICF Incorporated, LLC, with the participation of corporate affiliate ICF Macro, Inc. (collectively referred to as ICF), is pleased to provide Western Climate Initiative, Inc. (WCI), the following proposal to conduct its Help Desk Services for the Compliance Instrument Tracking System Service (CITSS). This proposal is responsive to requirements outlined in WCI's Request for Proposals 2012-02 dated July 24, 2012.

Budget assumptions for our response are provided below. The budget assumes a three-year contract period of performance beginning October 1, 2012. Pricing for potential two (2) two-year extensions will be provided upon request.

We propose that the contract be invoiced monthly based on labor costs, usage costs, other direct costs, or fixed costs as proposed for each task and detailed in Table A. Invoices are assumed to be paid in full, net 30 days.

- Labor cost invoicing will be supported by documentation of number of hours worked, multiplied by the fully loaded labor rates presented in Table A.
- Usage cost invoicing will be supported by documentation of telephone and email support provided by Cisco Systems and Biz Flow.
- Other Direct Costs include travel. Invoicing will be supported by documentation of the direct charges (airfare, lodging, meals, and local travel).
- Fixed costs (applicable to Task 6) will be invoiced upon completion of the task.

We understand that retainage in the amount of 10% may apply to invoicing. In accordance with WCI's Standard Contract, Section 21 of Attachment C, we propose that any withheld funds be released upon task completion (for Tasks 1, 2, 5, and 6) and on an annual basis for Task 3, based on an acceptable performance review of Help Desk services provided in that year.

COST ESTIMATES FOR EACH TASK

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 1 for Year 1 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
Program Director			
Project Manager			
IVR Setup			
IT Setup			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 2 for Year 1 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
Help Desk Services per Minute			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 3 for Year 1 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
Help Desk Services per Minute			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 3 for Year 2 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
Help Desk Services per Minute			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 3 for Year 3 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
Help Desk Services per Minute			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 4 for Years 1, 2, and 3 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 5 for Year 2 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
Program Director			
Supervisor/ Team Leader			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 5 for Year 3 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
[Item 1]			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
Program Director			
Supervisor/ Team Leader			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

Table A: Detailed Cost Estimate for Each Task

<i>Cost Estimate for Task 6 for Year 3 of the Work</i>			
Fixed Cost Estimate			
Description of Fixed Cost Items	Quantity (as needed)		Cost Estimate
Transition Help Desk services to new service prov			
[Item 2]			
[more as needed]			
Total Fixed Costs			
Labor Cost Estimate			
Labor Categories	# Hours	Labor Rate	Cost Estimate
[Labor Category 1]			
[Labor Category 2]			
[more as needed]			
Total Labor Costs			
Usage Cost Estimate			
Usage Categories	Quantity	Unit Rate	Cost Estimate
[Category 1]			
[Category 2]			
[more as needed]			
Total Usage Costs			
Other Direct Cost Estimate			
Types of Other Direct Costs	Quantity (as needed)		Cost Estimate
Travel			
[Category 2]			
[more as needed]			
Total Other Direct Costs			
Total Task Cost Estimate			

SUMMARY COST ESTIMATE

Table B: Summary Cost Estimate

Task	Fixed Cost	Labor Cost	Usage Cost	Other Direct Cost	Total Cost
Task 1					
Task 2					
Task 3					
Task 4					
Task 5					
Task 6					
All Tasks					

BUDGET ASSUMPTIONS

The assumptions below were used to develop our budget in accordance with the RFP project tasks. Please refer to the technical proposal for a detailed description of work to be completed by task.

Task 1: Preparation

We have provided a labor cost estimate based on fully loaded rates for the following:

- Preparation of Help Desk scripts, solutions, and related materials to be reviewed by WCI. Final scripts, solutions, and related materials will incorporate WCI's comments.
- Demonstration of our Help Desk management and tracking system to WCI and Participating Jurisdictions by webinar and in person. Travel costs included in this task are based on the following assumptions:
 - One trip from Washington, DC to Sacramento, California for our Project Manager.
 - We will obtain the most economical airfares available for efficient routing.
 - We have used per diem rates established by the U.S. General Services Administration (GSA) as the basis for lodging and meals cost estimates.
 - Ground transportation (rental car) costs have been included for transportation to and from the destination airport.
- Development of routine and custom reports from the Help Desk management and tracking system for review and comment by WCI. Final routine and custom reports will incorporate WCI's comments.
- Development of a Help Desk Procedures Manual. Final Help Desk Procedures Manual will incorporate WCI's comments.
- Training of Help Desk staff on the CITSS and all relevant Help Desk procedures and materials.
- Presentation of the testing methods that we will use to demonstrate readiness of our staff to provide Help Desk services. Final methods will incorporate WCI's comments.
- Demonstration of the capability to obtain objective input from Help Desk users. Capability will be modified based on to WCI, Inc.'s comments.
- Providing a list of staff providing Help Desk services.

Task 2: Start Up with Intensive Oversight

We have provided a per-minute cost for the start-up with intensive oversight phase of the project. Our usage cost estimate for Task 2 is based on the following assumptions:

- Task 2 will commence following successful completion of Task 1 and no later than November 1, 2012.
- We will provide telephone and email Help Desk services in English and French.

- Per minute cost estimate is inclusive of management time, administrative time, preparation time, and training time. We have taken the intensive oversight and communication needs for this task into consideration in our unit cost estimate.
- We have used the assumptions provided in Table 3 and an estimate of 20 minutes per inquiry for Other Inquiries in developing our cost.
- *We assume no minimum inquiry volume.*
- We will hold conference calls with WCI, Inc. and designated Participating Jurisdiction staff to review activity logs, as well as Help Desk management and tracking system summaries. These conference calls will initially be held daily and are expected to become less frequent over the course of the task. We will summarize any problems identified during the calls and will propose effective solutions for WCI's approval and our implementation.
- We have included travel in this task for our Project Manager:
 - One trip from Washington, DC to Sacramento, California.
 - We will obtain the most economical airfares available for efficient routing.
 - We have used per diem rates established by the U.S. General Services Administration (GSA) as the basis for lodging and meals cost estimates.
 - Ground transportation (rental car) costs have been included for transportation to and from the destination airport.
- Transition from Task 2 to Task 3 is assumed to be completed by November 30, 2012.
- Documentation of usage costs for invoicing will be provided via Cisco Systems and BizFlow reporting for telephone and email, respectively.

Task 3: Help Desk Operations

We have provided a per-minute cost for Help Desk service to CITSS users. Our usage cost estimate for Task 3 is based on the following assumptions:

- Year 1 of Task 3 will commence on December 1, 2012 and will continue through September 30, 2013.
- Year 2 of Task 3 will commence on October 1, 2013 and will continue through September 30, 2014.
- Year 3 of Task 3 will commence on October 1, 2014 and will continue through September 30, 2015.
- We will provide telephone and email Help Desk services in English and French.
- Per minute cost estimate is inclusive of management time, administrative time, preparation time, and training time, which is significantly more intensive in Task 2 of this year.
- We have used the assumptions provided in Table 3 and an estimate of 20 minutes per inquiry for Other Inquiries in developing our cost.
- *We assume no minimum inquiry volume.*
- We will provide weekly Service Updates, including user satisfaction results.
- We will document problems identified, solutions proposed, solutions approved, and solutions implemented.
- We will hold monthly Services Review conference calls with to WCI, Inc. and designated Participating Jurisdiction staff.
- We have included travel in this task for our Project Manager:
 - One trip from Washington, DC to Sacramento, California in each year of Task 3.
 - We will obtain the most economical airfares available for efficient routing.
 - We have used per diem rates established by the U.S. General Services Administration (GSA) as the basis for lodging and meals cost estimates.
 - Ground transportation (rental car) costs have been included for transportation to and from the destination airport.
- Documentation of usage costs for invoicing will be provided via Cisco Systems and BizFlow reporting for telephone and email, respectively.

Task 4: New Personnel

In the event of staff changes, we will provide WCI an updated list of staff providing Help Desk services, including certification that all new personnel have been properly evaluated for security purposes. There is no charge associated with this service.

Task 5: New Jurisdictions

We have provided a labor cost estimate based on fully loaded rates for updated deliverables from Tasks 1, 2, and 3 (scripts, solutions, related materials, and Help Desk Procedures Manual) that reflect the addition of each new jurisdiction.

Task 6: Transition Out

We have provided a firm fixed price to provide materials and assistance to transition the Help Desk services to a new service provider, if requested by WCI.

- We will prepare a transition plan that describes the activities and materials used to provide Help Desk services, the methods used to put them in place, and the plan for transitioning the service to a new provider.
- A minimum of one month prior to the end of the contract, we will provide electronic copies of materials developed to provide Help Desk services and documentation for the set up and operation of the Help Desk management and tracking system.
- We will host a conference call and webinar to present the transition plan to WCI and the new service provider.
- We have included travel in this task for our Project Manager:
 - One trip from Washington, DC to Sacramento, California.
 - We will obtain the most economical airfares available for efficient routing.
 - We have used per diem rates established by the U.S. General Services Administration (GSA) as the basis for lodging and meals cost estimates.
 - Ground transportation (rental car) costs have been included for transportation to and from the destination airport.
- We will provide hand-off transition assistance during the transfer of Help Desk services to the new service provider.

Pages 48 – 90 of the proposal from ICF Incorporated, LLC, contain information about key personnel, organizational references, and exceptions to the WCI, Inc. Standard Contract Form.