

Master Services Agreement

UPDATED:
MARCH 10, 2020



Master Services Agreement ("Agreement")

AGREEMENT NUMBER 2020-08

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

Sapient Corporation d/b/a Publicis Sapient
2. The term of this Agreement is: May 20, 2020 through December 31, 2024
3. The maximum amount of this Agreement is:

■
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 and Work Authorization
 Attachment B – Invoicing 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 for the SOW/Work Authorization
 Attachment G – Contractor's Cost Proposal for the SOW/Work Authorization

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

CONTRACTOR		WCI, Inc. Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> Publicis Sapient		
<small>signature on file</small>	<small>DATE SIGNED (Do not type)</small> 5/19/2020	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Ariel Marciano, CFO		
<small>ADDRESS</small> 40 Water Street, Boston, MA 02109		
CONTRACTEE		
<small>CONTRACTEE'S NAME</small> Western Climate Initiative, Inc.		
<small>signature on file</small>	<small>DATE SIGNED (Do not type)</small> 5/20/20	
<small>PRINT</small> Gregory Tamblyn, Executive Director		
<small>ADDRESS</small> 980 Ninth Street, Suite 1600, Sacramento, CA 95814		

Contractor agrees, as part of the Agreement, to provide to WCI, Inc. the services described in the Agreement and the Attachments to the Agreement, including the services described in Attachment A, Scope of Work and Work Authorization, and in Attachment F, Contractor's Technical Proposal, (all such services, collectively, the "Work" or the "Work Schedule"), provided, however, that Contractor shall not commence any Work unless expressly authorized by WCI, Inc. in writing to begin performing such Work.

This Agreement may be extended and Contractor may be engaged for additional Work, only by mutual agreement of the parties in writing. The cost of the extension or additional Work must be mutually agreed to by WCI, Inc. and the Contractor based on the scope of 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:
Name: Zahir Mohammed	Name: Mudit Kapur
Phone (916) 449-9642	Phone: [REDACTED]
Fax:	Fax:
Email: [REDACTED]	Email: [REDACTED]

Direct all administrative inquiries to:

Western Climate Initiative, Inc.	Contractor:
Attention: Zahir Mohammed	Attention: Mudit Kapur
Phone: (916) 449-9642	Phone: [REDACTED]
Fax:	Fax:
Email: [REDACTED]	Email: [REDACTED]

Purpose / Background / Overview

A. Purpose

WCI, Inc. expects the Contractor to provide custom software development services as requested by WCI, Inc. (each, the "Services"). The Project is separated into two major phases: (1) the Auction Project and (2) the Registry Project. Within the Auction Project and Registry Project, the work is further segmented as will be explained in the scopes of work.

WCI, Inc. expects to release the Auction Project scope of work by March of 2020 and the Registry Project scope of work in late-2020. Once released, contractors with an active master services agreement for the Project can submit proposals for all or portions of the scope(s) of work.

Additionally, during the course of the master services agreement, WCI, Inc. may request that a Contractor provide additional related services. The Contractor will undertake additional activities only when directed in writing by WCI, Inc. and both parties agree in writing to such expansion. Upon receipt of any additional technical direction from WCI, Inc., the Contractor will detail its approach in writing for the requested work and an estimate of the level of effort and budget it will need to provide the requested services.

B. Background

WCI, Inc. supports the Participating Jurisdictions registering to the programs and in executing coordinated auctions of greenhouse gas emission allowances that conform to the Participating Jurisdictions' requirements. WCI, Inc. also supports the execution of reserve sales from the Participating Jurisdictions' programs. WCI, Inc. through RFP # 2020-01, sought to contract with several experienced and qualified contractors to develop a consolidated platform to manage the single market registry and the auction of emission allowances (the "System") for all Participating Jurisdictions (the "Project").

C. Overview of the Project

Auction Project: General Overview

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

The platform must automatically apply the currency exchange rate and different bidding limitations — *e.g.*, auction minimum price, bid guarantee limits, purchase limits and holding limits — to accept, reject and evaluate bids submitted by qualified bidders, and then determine settlement price(s) and allowance awards, in addition to providing reporting for each event. The platform should be able to generate reports to support auction monitoring and to inform auction participants. It should accommodate the primary languages of each Participating Jurisdiction, currently English for California and Nova Scotia, and in English and French for Québec participants, but not limited to these languages.

WCI, Inc. expects to release the Auction Project Scope of Work in March of 2020 and will accept bids from contractors with valid master services agreements at that time. The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization for any work awarded before any Services commence for the Auction Project.

Registry Project: General Overview

The WCI, Inc. centralized market Registry will be the official record used to issue, transfer, track, and retire compliance instruments in accordance with the regulatory requirements of the Participating Jurisdictions. As of the end of June 2019, in the current registry there were approximately 890 entities registered.

The centralized market Registry will be used to register market participants and track compliance instruments (*e.g.*, emissions allowances and offsets) from the point of issuance by Participating Jurisdictions to transfer to regulated GHG emitters and other voluntary market participants, transfers among regulated GHG emitters and other voluntary market participants and final compliance retirement by regulated entities. The Registry should allow transfers of fungible instruments between linked programs and prevent transactions between unlinked programs.

The centralized market Registry will be designed to simplify the participation in the Cap-and-Trade program for market participants, jurisdiction staff, and contractors involved in implementing Cap-and-Trade programs within Participating Jurisdictions. It should accommodate the primary languages of each Participating Jurisdiction, currently English for California and Nova Scotia, and in English and French for Québec participants, but not limited to these languages.

WCI, Inc. expects to release the Registry Project Scope of Work in late-2020 and will accept bids from contractors with valid master services agreements at that time. The contractor(s) selected by WCI, Inc. will work with WCI, Inc. to finalize a Work Authorization for any work awarded before any Services commence for the Registry Project.

Attachment A: Scope of Work and Work Authorization(s)



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

Attachment B

Invoicing and Payment Provisions

A. Invoicing and Payment

- i. **Fixed Price.** For completed deliverables rendered to WCI, Inc.'s reasonable satisfaction of the acceptance criteria, and upon receipt and approval of the invoice for such services rendered to WCI, Inc.'s reasonable satisfaction, WCI, Inc. agrees to compensate the Contractor at the pricing set forth in this Attachment B. The maximum amount payable for each deliverable and task, and total contract value, shall not exceed the value identified in this Attachment B, unless otherwise agreed by the parties in writing, and shall include all applicable taxes, fees, and any other non-travel costs. For clarity, Contractor compensation for the applicable SOW will list fees, applicable taxes, travel costs and any non-travel costs for services rendered to WCI unless otherwise agreed to by the Parties. Compensation refers to the consideration set forth in this Attachment B to be paid to Contractor for all of Contractor's services provided and costs incurred to fulfill its duties and obligations under the Agreement.
- ii. **Hourly Rates.** The fixed not-to-exceed fees proposed by Contractor for a Scope of Work shall be based on the hourly rates included in this Exhibit B, for the duration of this Agreement, and all taxes, fees, and any other non-travel expenses shall be included in the applicable SOW. Any Services provided on a time and materials basis shall be at the hourly rates included in this Exhibit B for the duration of this Agreement, exclusive of all taxes, fees and any other non-travel expenses. For clarity, Contractor compensation for the applicable SOW will list fees, applicable taxes, travel costs and any non-travel costs for services rendered to WCI unless otherwise agreed to by the Parties.
- iii. **Holdback.** For fixed-price projects, ten percent (10%) or such other amount as agreed to between the parties. of the amount of each invoice for completed deliverables provided to WCI, Inc. reasonable satisfaction of the acceptance criteria by Contractor under this Agreement, and invoiced in accordance with subsection (d) below, will be deducted as a holdback from each payment by WCI, Inc. to Contractor. Upon acceptance of the final deliverable for each task, as specified in the applicable Scope of Work or Work Authorization, and after receiving an invoice from Contractor, WCI, Inc. shall within 45 days remit to Contractor the holdback amount withheld for such work.
- iv. **Travel.** Costs for travel will be incurred and charged for on a cost-reimbursable basis, at cost, and only if authorized in writing by the WCI, Inc. Executive Director. When traveling within the United States, travel cost reimbursement must abide by U.S. Federal travel regulations and per diem rates per <https://www.gsa.gov/travel/plan-book/per-diem->

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

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

- v. **Invoicing.** All completed deliverables performed to WCI, Inc.'s reasonable satisfaction of the acceptance criteria shall be payable in arrears after delivery and acceptance. The hourly rates included in any Work Authorization shall not exceed the rates set forth in this Exhibit B, and the maximum amount payable under the applicable Scope of Work/Work Authorization shall not exceed the amount set forth in the applicable Work Authorization, unless otherwise agreed to by the parties in writing to modify the Scope of Work/Work Authorization. Payment terms are NET 45 after receipt of undisputed invoices for completed deliverables that have been accepted by WCI, Inc. Invoices shall include the Agreement Number and summary of deliverables and services performed for the amount invoiced. Invoices shall be submitted monthly in arrears. Each item in the invoice must correspond to the budget identified in Attachment B. Invoices shall be emailed to [REDACTED] and mailed to the following address:

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

Attachment C

General Terms and Conditions

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

Attachment D

Individual Conflict of Interest and Confidentiality Statement

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

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

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

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

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

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

kept confidential ("confidential information") includes, but is not limited to:

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

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

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

I certify that I understand that any unauthorized disclosure of confidential information will be handled in accordance with Section 26 of the Agreement.

Date:

Signature:

Printed Name:

Title:

Organization:

Telephone No.:

Fax No.:

Email Address:

Capitalized terms used but not defined in this Conflict of Interest and Confidentiality Statement shall have the meanings assigned to such terms in the Standard Agreement, dated March ____, 2020, between Western Climate Initiative, Inc. and Publicis Sapient.

Attachment D1

Organization Conflict of Interest and Confidentiality Statement

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

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

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

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

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

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

Publicis Sapient understands that the information that must be kept confidential ("confidential information") includes, but is not limited to:

- A. All data, analyses, specifications, requirements, concepts and discussions received

- from WCI, Inc., any Participating Jurisdiction or any funding entity in the course of performing requirements under the Project.
- B. Any personally identifying information, proprietary process or sensitive, non-public market data.
 - C. Any third-party confidential information included with, or incorporated in, information provided by WCI, Inc., any Participating Jurisdiction or any funding entity, or otherwise obtained in the course of performing requirements under the Project.
 - D. Communications with staff of WCI, Inc., any Participating Jurisdiction or any funding entity related to any of the requirements under the Project, including oral discussions, telephone conversations, emails, attachments, letters and faxes.
 - E. All notes, data, analyses, compilations or reports prepared by Publicis Sapient that contain or are based upon confidential information.
 - F. All other information identified in the Agreement as Confidential Information.

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

I certify that Publicis Sapient understands that any unauthorized disclosure of confidential information will be handled in accordance with Section 26 of the Agreement.

Date:	5/19/2020
Signature:	signature on file
Printed Name:	Ariel Marciano
Title:	CFO
Organization:	Publicis Sapient
Telephone No.:	
Fax No.:	
Email Address:	[REDACTED]

Capitalized terms used but not defined in this Conflict of Interest and Confidentiality Statement shall have the meanings assigned to such terms in the Standard Agreement, [REDACTED] between Western Climate Initiative, Inc. and Publicis Sapient.

Attachment E Contract Insurance Requirements

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

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

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

combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos".

5. Professional E&O Insurance (if applicable) Professional Liability Insurance in an amount of not less than per claim and written on a claims made bases.
6. CYBER LIABILITY COVERAGE: (if applicable) Insurance with limit no less than per occurrence or claim, aggregate that includes:
 - Security and privacy liability
 - Media liability
 - Business interruption and extra expense
 - Cyber extortion
7. If the PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) and/or CYBER LIABILITY COVERAGE insurance above is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of the Agreement and shall include, without limitation coverage for professional services as called for in the Agreement.
8. General Insurance Provisions
 - Certificates of Insurance, as evidence of the insurance required by this Contract Insurance Requirements Attachment shall be submitted by Contractor to WCI, Inc. Contractor shall provide prior written notice to WCI, Inc. before any cancellation or reduction in coverage required under this Agreement becomes effective.
 - Proper Address for Mailing Certificates, Endorsements and Notices shall be:

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

- If at any time during the life of the Agreement or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by WCI, Inc. Any failure to maintain the required insurance shall be sufficient cause for WCI, Inc. to immediately terminate the Agreement.
- Contractor shall ensure that its sub-contractors of every tier also carry insurance with the provisions of this Contract Insurance Requirements Attachment

Attachment F

Contractor's Technical Proposal for the SOW/Work Authorization



Western Climate Initiative, Inc.

Enterprise Solution Professional IT Services
RFP 2020-01
Due Date: February 26, 2020 / 5:00 PM (PST)
Publicis Sapient

Submitted To:

WCI, Inc.

Via electronic submission: [REDACTED]

Publicis Sapient Contacts:

Primary

Mudit Kapur

Senior Vice President

[REDACTED]
[REDACTED]

Secondary

Becky Staker

Senior Client Partner

[REDACTED]
[REDACTED]

Attachment G

Contractor's Cost Proposal for the SOW/Work Authorization

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