



Request for Proposal
Technology Audit of CITSS
Application

RFP No. 2016-01

This RFP is available on the Western Climate Initiative, Inc. (WCI, Inc.)
Website at www.wci-inc.org/rfp-Technology Audit of CITSS.php

Interested parties are encouraged to visit the WCI, Inc. website
for more information and potential updates to the solicitation,
and to subscribe to the electronic mailing list.

Release Date:
August 3, 2016

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Request for Proposal CITSS Technology Audit

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Request for Proposal CITSS Technology Audit

1. Purpose and Objectives

The purpose of the Technology Audit is to assess technology management practices and requirements specific to the development and maintenance of the Compliance Instrument Tracking System Service (CITSS) Technology (Infrastructure and Application), Processes (Business and Technical) and Security, as compared to accepted industry standards and practices.

The objectives of the Technology Audit include:

1. Identifying opportunities for improving compliance tracking system services supporting the implementation of state and provincial greenhouse gas emissions trading programs. The Technology Audit must assess CITSS contractor hosting, development, and maintenance technology management practices and requirements specific to the following technology components:
 - Hosting
 - Application Development/Management of Technology
 - Business Operational Processes and Procedures
2. Receiving recommendations for improving management practices and requirements to ensure that the hosting, development, and maintenance of CITSS is managed consistent with accepted industry standards and practices, focusing on the following:
 - Hosting and application security
 - Hosting and application scalability to include additional jurisdictions
 - Application accessibility

2. Background

Western Climate Initiative, Inc. (WCI, Inc.) is a non-profit corporation formed to provide administrative and technical services to support the implementation of state and provincial greenhouse gas (GHG) emissions trading programs. The Board of Directors for WCI, Inc. includes officials from the provinces of Québec, Ontario and British Columbia, and the State of California (hereafter referred to as Participating Jurisdictions).

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

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

CITSS is a custom-developed application hosted in a virtual cloud environment. The CITSS application is being developed on the RIDGE™ software owned by CSRA and subject to license

restrictions. Source code created for the CITSS application is the property of CSRA. CITSS is a management and tracking system for accounts and compliance instruments issued through Participating Jurisdictions cap-and-trade programs. CITSS tracks compliance instruments (emissions allowances and offsets) from the point of issuance by jurisdictional governments, to ownership, transfer by regulated GHG emitters and other voluntary or general market participants, and to final compliance retirement.

For additional information, please refer to the following websites:

CITSS: www.wci-citss.org/

California: www.arb.ca.gov/citss

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

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

3. CSRA's Services

CSRA is the contractor retained to provide hosting services, application development and support for CITSS. Requirements for delivery of the services that are the subject of the requested Technology Audit originate from several documents. These include contracts and informal agreements that have been established since 2011 with the inception of CITSS development through contracts with WCI, Inc. An outline of CSRA's services is provided below. Additional information, including more detailed descriptions of services, roles and responsibilities as well as contractual obligations, deliverables, and acceptance criteria is available from the WCI, Inc. Contracts and RFPs web page: www.wci-inc.org/documents.pdf. For the purpose of this document, the phrase "CSRA agreed to ..." is used to identify requirements, expectations, and performance criteria applicable to the existing system.

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

3.1 Hosting Services

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

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

The CITSS Hosting Environment provided by CSRA includes:

- Reliability of Provider and Facilities
- Physical Security of Facilities
- Configuration of Hosted Virtual Environment
- Virtual Security of Hosted Virtual Environment
 - Configuration of Firewalls
 - Use of SSL (outside and internal)
 - Encryption of data
- Reliability of Supporting Services
 - Monitoring
 - Backup and Recovery
 - Logging

- Intrusion Detection

CSRA has agreed to provide the following Security, hosting, and Management services:

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

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

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

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

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

3.2 Application Development/Management of Technology

CITSS is a custom application developed by CSRA for use by Participating Jurisdictions. The application implements GHG program requirements, including compliance instrument holding limits, transfer rules, compliance obligations and automated retirement of instruments at designated compliance deadlines. The application serves multiple jurisdictions and allows users registered under those jurisdiction cap-and-trade programs to track the number of compliance instruments held in accounts and to transfer those instruments between accounts.

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

- Project management support
- Tracking system documentation

- Architecture design
- Business design
- System security
- System data models or data schema
- Implementation

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

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

CSRA has agreed to provide a business continuity plan to minimize the interruption of normal operations and to allow for the resumption of business processes in a timely manner. The business continuity planning process includes:

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

4. Statement of Work Summary

The Technology Audit covers three (3) technology components that must be assessed by the Contractor. A brief outline of each technology component is presented below. The full Statement of Work is provided in Attachment A. The work described in Section I “Statement of Work” and Section II “Contractor Deliverables” in Attachment A are referred to collectively as the “Statement of Work”.

4.1 Hosting

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

4.2 Application Development/Management of Technology

- Management and security of user access
 - System administration roles
 - Jurisdiction roles
 - Contractor roles
 - User roles
- Security of the application code
 - Code review and evaluation, penetration testing, etc.
- Security of the virtual configuration of the hosted environment
 - Configuration of network and virtual servers
 - Data encryption
 - Internal firewalls, SSL certificates, intrusion detection, malware monitoring, etc.
- Security of communications between servers and users
- Availability and accessibility
 - Uptime and performance of the application
- Scalability
 - Application development required to accommodate additional jurisdictions

4.3 Business Operational Processes and Procedures (including Business Continuity Plan (BCP)/Disaster Recovery Plan (DRP))

- CITSS backup, restoration of services and logging practices
- Release and patch procedures
- Emergency procedures
- Recovery procedures (recovery to the last transaction)

5. General Proposal Requirements and Information

This section contains instructions for the submission of a proposal. It is the responsibility of the Offeror to carefully read and follow all proposal requirements within this Request for Proposal (RFP). Compliance with the RFP instructions is mandatory for a proposal to be considered for award. Failure to comply with the RFP instructions may cause a proposal to be deemed non-compliant or non-responsive, and thus ineligible for award.

5.1 Key RFP Dates

Below is the time schedule for this RFP. WCI, Inc. reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by posting a notice on the WCI, Inc. website at: [http://www.wci-inc.org/rfp-Technology Audit of CITSS.php](http://www.wci-inc.org/rfp-Technology%20Audit%20of%20CITSS.php). Any clarifications to the solicitation will be issued prior to the due date and shall be provided in the form of a notice posted on the website. WCI, Inc. reserves the right to modify or cancel this RFP in whole or in part.

<u>Key Action</u>	<u>Date</u>	<u>Time*</u>
RFP Available to Prospective Offerors	August 3, 2016	N/A
CITSS Technology Audit Offerors' Conference	August 9, 2016	10:00 a.m.
Offerors' Written Questions Submittal Deadline	August 15, 2016	5:00 p.m.
Question Responses Due from WCI, Inc.	August 19, 2016	5:00 p.m.
Final Date for RFP Electronic Submission/Receipt by WCI, Inc.	August 29, 2016	5:00 p.m.
Final Date for Postmark of Cover Letter and CD-R Disc	August 29, 2016	5:00 p.m.
* All Times are Pacific Daylight Time (Pacific Time or PT).		

A one-hour Offeror's conference will be hosted by WCI, Inc. at 10:00 a.m. Pacific Time, on August 9, 2016 via conference call. The call-in number is +1-712-775- 7031; passcode 232-131-573. The purpose of the Offerors' Conference is to familiarize Offerors with the RFP. All questions regarding the RFP must be submitted in writing by August 15, 2016. All questions will be answered in writing by August 19, 2016. Details for the Offeror's conference will be posted on the WCI, Inc. website.

All questions or concerns related to the RFP requirements must be submitted in writing by August 29, 2016 via email to:

Contacts
English: Kaveena Mathi French: Eric Turcotte
Email: rfp@wci-inc.org

A summary of questions and responses provided during the Offerors Conference and answers to all questions submitted in writing will be in the form of a notice posted on the WCI, Inc. website at: <http://www.wci-inc.org/rfp-Technology Audit of CITSS.php> on or about the date indicated above. Please note that no other information other than this RFP and notices posted to the WCI, Inc. website will be binding with WCI, Inc. or Participating Jurisdictions. Only information issued in writing as an official notice should be relied upon.

5.2 General Proposal Requirements

1. Proposals should provide straightforward and concise descriptions of the Offeror's ability to satisfy all the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal. Offerors are encouraged to be concise in their responses to the RFP. It is recommended that Offerors use Arial 11-point font and single spacing, stating the Offeror's interest, ability and commitment to complete the requested CITSS Technology Audit listed in the Statement of Work.
2. The Offeror agrees not to bring, and waives any right it may have to bring, any claim action or proceeding for damages of any kind, including indirect, consequential or special

damages or lost profits against WCI, Inc., any Participating Jurisdiction, any funding entity of WCI, Inc. or any director, officer, employee or agent of any of the foregoing which arises from, relates to or is connected with this RFP, including the RFP's competitive process, the evaluation of proposals, the selection of a successful Offeror and any failure to enter into an Agreement with an Offeror.

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

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

a. Title Page

- Title: CITSS Technology Audit
- RFP No. 2016-01
- Date of Bid Submission
- Company Name

b. Cover Letter / Letter of Commitment

The cover letter must not be more than two (2) pages, in Arial 11, or similar, font and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm:

"The enclosed proposal is submitted in response to the above referenced RFP #2016-01, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the RFP, and agree that any inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the RFP, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal."

The cover letter must be provided as hard copy or electronic copy on the company's letterhead and include the following information:

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

c. Table of Contents

d. Summary - The summary shall not be longer than one page. It shall include a brief description summarizing the features and benefits of the proposal.

e. Cost Proposal -The details to be included in the Cost Proposal can be found in Section 7, Cost Proposal Requirements.

f. Exceptions to WCI, Inc. Standard Contract Form -The details to be included in the

Exceptions to WCI, Inc. Standard Contract Form can be found in Section 7, Cost Proposal Requirements.

- g. Appendices F, G, and H — Appendix F (Technical Proposal), Appendix G (Cost Proposal), and Appendix H (References) must be included in the proposal.

5.3 Submission of Proposals

1. The information must be submitted in English or French.
2. Proposals must be received electronically as a single Portable Document Format (PDF) file at rfp@wci-inc.org by the deadline noted in Section 5.1 (Key RFP Dates). The format must be text-searchable and not a scanned or “image only” document. Offeror’s Proposals received after the final date and time for submission/receipt by WCI, Inc. will not be considered.
3. Packaging/Mailing/Delivery Instructions
 - a) The proposal package/envelope must be postmarked or requested for delivery by the date indicated in Section 5.1 (Key RFP Dates). The proposal package/envelope must be plainly marked with the RFP number and title and your firm name and address, and must be marked with "REQUEST FOR PROPOSAL—DO NOT OPEN UNTIL August 29, 2016” (see sample below).

ONE (1) SEALED PACKAGE/ENVELOPE

Offeror Name (Agency, Firm, Individual)
Complete Address
RFP Number 2016-01
CITSS Technology Audit
REQUEST FOR PROPOSAL
DO NOT OPEN UNTIL August 29, 2016

- b) Proposals submitted in response to this RFP shall be submitted to:
Western Climate Initiative, Inc.
980 Ninth Street, Suite 1600
Sacramento, CA 95814
- c) Proposals submitted in response to this RFP shall be submitted in one (1) sealed package/envelope containing a signed cover letter and compact disc (CD) containing the entire proposal.
- d) If the proposal is made under a name or business title other than the Offeror’s legal name, the actual legal name of the Offeror must also be provided in parentheses.
4. Each proposal will be audited to determine if it meets the proposal requirements contained in Section 6, Technical Proposal Requirements and Section 7, Cost Proposal Requirements. Failure to meet the requirements for the RFP may be a cause for rejection of the proposal.
5. A proposal may be rejected if it is incomplete or conditional (except as provided by Section 7.2, Exceptions to the WCI, Inc. Standard Contract Form), or if it contains any alterations of form or other irregularities of any

kind. WCI, Inc. may reject any or all proposals and may waive any immaterial deviation in a proposal. The waiver of immaterial defect shall in no way modify the RFP document or excuse the Offeror from full compliance with all requirements if the Offeror is awarded the Agreement.

6. WCI, Inc. may modify the RFP up until the final date for proposal submission/ receipt by WCI, Inc., identified in section 5.1 (Key RFP Dates) by the issuance of a notice posted on the WCI, Inc. website.
7. WCI, Inc. reserves the right to reject all proposals.
8. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Offeror has submitted more than one proposal for the work contemplated herein may cause the rejection of all proposals submitted by that Offeror. If there is reason to believe that collusion exists among the Offerors, none of the participants in such collusion will be considered in this procurement.

5.4 Modification and/or Withdrawal of Proposals

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

5.5 Offeror's Responsibilities

1. Offerors should carefully examine the entire RFP, with special attention to the tasks and deliverables and proposal requirements. Offerors shall investigate obstacles that might be encountered while planning and performance of the agreed tasks. No additions or increases to the Agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this solicitation, Offerors should audit their response, correct all errors, and confirm compliance with the RFP requirements.
3. All costs and expenses incurred by the Offeror in connection with this RFP, including costs incurred for developing proposals in anticipation of award of the Agreement and prior to any execution of the Agreement, are entirely the responsibility of the Offeror and shall not be charged to WCI, Inc.
4. It is the Offeror's responsibility to promptly notify WCI, Inc. by email if the Offeror believes that the RFP is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification must be made immediately upon receipt of the RFP in

order that the matter may be fully considered and appropriate action taken by WCI, Inc.

5. Offeror is responsible to audit, read, and understand the WCI, Inc. Standard Contract Form available at <http://www.wci-inc.org/rfp-Technology Audit of CITSS.php>, including all of its attachments. By submission of a proposal, the Offeror agrees that, should its proposal be successful, the Offeror will enter into an Agreement with WCI, Inc. on the terms set out in the WCI, Inc. Standard Contract Form (see Section 7.2 for exceptions to the WCI, Inc. Standard Contract Form).
6. Each proposal constitutes an irrevocable offer for a period of one hundred and eighty (180) working days after proposal submission.

5.6 Signature

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

5.7 Disposition of Proposals

1. Upon proposal opening, all materials (documents, disc, and electronic content) submitted in response to this RFP will become the property of WCI, Inc. and shall not be returned to the Offeror. An Offeror has no right to audit any proposal made by any other Offeror. All submitted materials will be held in confidence subject to applicable laws.
2. The successful Offeror's entire proposal, with the exception of confidential business information (to be determined by joint agreement between WCI, Inc. and the Contractor) shall be a public document following execution of a contract with WCI, Inc. Any prototypes submitted will not be a public document or record.

6. Technical Proposal Requirements

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

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

Offeror Name (Agency, Firm, Individual)
RFP No. 2016-01
Page ## of ##

There is no page limit to the technical proposal, but Offerors are requested to be as succinct as possible in their responses. It is recommended that Offerors use Arial 11-point font in their response.

6.1 Experience of the Offeror on Similar Projects

The Offeror shall provide information on recent performed experience that describes services similar to those listed in Attachment A. Each experience listed shall include a brief description of the project scope actually performed by the Offeror and its relevance to the proposed assignment. It shall identify the Offeror's office(s) where the work was performed from, the date (time frame) the services were performed; as well as the magnitude and cost for each project listed.

The description shall also provide the location(s) of where work will be conducted and any coordination required if multiple offices are proposed to provide services. The corporate experience presented must be specific to the location(s)/office(s) proposed to provide services as outlined in Statement of Work.

The Offeror shall provide three (3) references for services previously provided commensurate to the scope, complexity, and level of service required for the Work, conducted within the past five (5) years. References must be provided using Attachment H. Offeror References Form.

6.2 Key Personnel's Qualifications and Relevant Experience

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

- Current titles, tasks, roles, and responsibilities
- Qualifications (college or university degree) and professional certifications, ideally in an auditing or Information Technology (IT) related specialty
- Working experience in auditing or IT, medium to large organizations such as government, finance or large private enterprise
- Participation in similar projects
- Roles and authorities of each professional to be performed in the CITSS Technology Audit

A summary of similar work performed as well as a resume for each professional should be provided. Resumes should not exceed five (5) pages and should be provided as an appendix to the main proposal.

WCI, Inc. expects the Audit Team to encompass minimum profiles to conduct the CITSS Technology Audit, including:

- Auditor or Information Technology Auditor
- Project manager
- System/functional senior analyst or architect
- Security expert
- Software and data Infrastructure expert

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

The description of personnel should include any applicable certifications that the personnel may hold (e.g., Certified Information Systems Auditor (CISA)). Specific certifications are not required, but should be discussed.

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

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

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

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

6.3 Technical Approach to the Audit

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

The Offeror shall indicate how its knowledge and skills developed in previous work will be applied to the tasks. The use of sample deliverables and examples from other projects to describe how the tasks will be performed is allowed.

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

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

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

6.4 Draft Technology Audit Plan and Schedule

The Offeror shall provide a Draft Technical Audit Plan and Schedule based on requirements outlined in the Statement of Work. The Draft Technical Audit Plan provided in the proposal must include a proposed Technical Audit report format based on requirements outlined in the Statement of Work.

6.5 Management Plan

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

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

6.6 Potential Conflicts of Interest

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

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

7. Cost Proposal Requirements

The cost proposal shall include an estimate of the level of effort for each task and technology component of the Technology Audit, as well as a proposed price for each task. For each task, the proposed price shall be based on a Fixed Price term contract to complete the scope of work in the timeline of a three to four month range. An Offeror shall provide its best estimate of the price for providing the work outlined in the Statement of Work. For deliverables that require a draft and final deliverable, the cost proposal should include a price for the final only that is inclusive of all cost to produce the draft and final deliverable. No payment will be made for draft deliverables. The winning Offeror is required to provide the services at the proposed price unless both parties agree to a modification.

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

An example Cost Proposal is provided below. The example cost proposal is provided in a format to provide detail for review. Price and payment and invoicing criteria based on the Cost Proposal are discussed in the Price and Payment Criteria section of the RFP and Attachment B Budget Detail and Payment Provisions.

The format of the example cost proposal is not required, but the level of detail for the cost proposal must be consistent with the table below:

Task	Task Description / Deliverable	Level of Effort	Price
1	Technology Audit Plan and Work Schedule		
2	CITSS Technology Audit (total for task)		
2.1	Hosting Services		
2.2	Application Architecture, Design, and Development		
2.3	Operational Processes and Procedures		
2.4	Management Presentation of Technology Audit results		
3	Draft and Final Technology Audit Reports		
	Total for All Tasks		

7.1 Price and Payment Criteria

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

7.2 Exceptions to the WCI, Inc. Standard Contract Form

WCI, Inc. intends to enter into a contract with the successful Offeror using the WCI, Inc. Standard Contract Form (available at: <http://www.wci-inc.org/rfp-Technology Audit of CITSS.php>). Offerors are advised to read the WCI, Inc. Standard Contract Form carefully, including Attachment C (General Terms and Conditions), Attachment D (Individual Conflict of Interest and Confidentiality), Attachment D1 (Organization Conflict of Interest and Confidentiality), and Attachment E (Contract Insurance Requirements).

If the Offeror agrees to all the terms in the WCI, Inc. Standard Contract Form without modification, it must indicate so in its proposal, including using the cover letter paragraph specified in Section 5.2 sub section 3.b that includes: "Through submission of this proposal we agree to all of the terms and conditions of the RFP..."

The Offeror may include in its proposal exceptions to the WCI, Inc. Standard Contract Form. The Offeror shall indicate each exception by:

- Quoting the exact language from the WCI, Inc. Standard Contract Form, and
- Proposing alternative language to replace the language quoted from the WCI, Inc. Standard Contract form

The proposed alternative language must be complete. The Offeror should describe the intent of the proposed alternative language.

Should the technically-qualified Offeror with the highest value propose alternative language, WCI, Inc., at its sole discretion, will determine whether to consider any proposed alternative language during contract negotiations with the Offeror.

If the Offeror includes exceptions to the WCI, Inc. Standard Contract form, the cover letter paragraph specified in Section 5.2 subsection 3.b must be revised as follows (changes shown in bold):

“The enclosed proposal is submitted in response to the above-referenced RFP, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the RFP (with the exceptions to the WCI, Inc. Standard Contract Form noted in Section 7.2 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 RFP, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

8. WCI, Inc. Evaluation Process

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

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

8.1 Technical Evaluation

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

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

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

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

8.2 Cost Evaluation

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

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

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

ATTACHMENT A: STATEMENT OF WORK

This Statement of Work (SOW) describes the services WCI, Inc. is seeking from experienced and qualified contractors to plan and conduct Technology Audit Services for WCI, Inc. The scope of work to be undertaken to provide these services is described below.

I. The Statement of Work

The Technology Audit will include the following tasks:

1. Prepare a Technology Audit Plan and Work Schedule
2. Perform the CITSS Technology Audit and Provide the Management Presentation of Technology Audit results
3. Present the Draft and Final Technology Audit Reports

1. Technology Audit Plan and Work Schedule

The Contractor shall develop and submit a draft and final Technology Audit Plan (“Plan”) and Work Schedule outlining how the Contractor will conduct the Technology Audit. The Contractor must adequately plan and document the work necessary to address the Technology Audit objectives. The Contractor must plan the Technology Audit to obtain reasonable assurance that the evidence and information available is sufficient and appropriate to support the Contractor’s findings and recommendations. Upon receipt of the draft Plan, WCI, Inc. and the Participating Jurisdictions shall provide comments on the Plan.

The Technology Audit Plan must include a clear description of the following:

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

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

2. CITSS Technology Audit

The CITSS Technology Audit shall assess CITSS contractor hosting, development, and maintenance technology management practices and requirements and CSRA’s project management support specific to the following technology components:

- Hosting Services
- Application Architecture, Design, and Development

- Operational Processes and Procedures

Security is an integral component of the entire system, and shall be evaluated in each of the technology components listed above.

2.1 Hosting Services Scope Details

The assessment of Hosting Services may include evaluation of:

2.1.1 The current hosting environment's ability to meet CITSS operating requirements, including system architecture, hardware, software, automation tools, audit logging and analysis, transaction tracking (online), and services.

2.1.2 The hosting environment configuration and the supporting processes and procedures to ensure the hosting solutions are consistent with current best management practices.

2.1.3 The accuracy and reliability of automated information processes and associated management information systems, including communication security, both network security and information transfer.

2.1.4 The architecture, technologies, people, policies and procedures implemented in CITSS to maintain the system security and integrity, e.g., SSL connections, firewalls, servers, application update frequencies, etc.

2.1.5 The contractual agreements/SLA(s) for services listed in section 1.1 above.

2.1.6 The procedures and processes to ensure key software is maintained with current hot fixes, service packs, updates, and patches.

2.1.7 The CSRA's data processing resources adapted to meet CITSS operating requirements, including system architecture, hardware, software, automation tools, and services.

2.1.8 The contracted and implemented, facilities, services and resources that can restore to operational status, which CSRA agreed to document and demonstrate as a robust service.

2.1.9 The CSRA's existing planning and recovery solutions implemented to establish back-up and recovery of CITSS operations.

2.1.10 The access controls, business requirement of access controls, user access management, user responsibilities, system and application access controls.

2.1.11 The Intrusion Detection and Malicious Activity Detection.

2.1.12 The Monitoring processes adapted by CSRA to track and address incidents and issues.

2.1.13 CSRA's risk assessment and issue management process, including alignment with the organizational requirements and goals of WCI, Inc. / Participating Jurisdictions.

2.1.14 The overall system security policies and mitigation plans, including potential risks and threats to WCI, Inc. / Participating Jurisdictions.

2.1.15 The Servers (virtual and physical), Network, Databases and Back-up Monitoring processes.

2.1.16 The performance monitoring, measurement and reporting against defined Transaction Performance Indicator and Key Performance Indicator.

2.2 Application Development/Management of Technology Scope Details

The assessment of Application Architecture, Design, and Development may include the evaluation of:

2.2.1 The current operating parameters of CITSS, including:

- Appropriateness and currency of coding language and practices
- Application life cycle management
- Security evaluation of code and coding techniques
- Use of penetration testing and other code review measures (including load, performance, and stress testing)
- Potential value of content management functionality
- Screen design and functionality
- Scalability of the application
- Application documentation (e.g., security architecture, system specification requirements)
- Application Key Performance Indicator (KPI) and Transaction Performance Indicator (TPI) documentation

2.2.2 The structure of CITSS for scalability to allow possible additions of new jurisdictions.

2.2.3 Architecture and technologies implemented in applications. The formalized standards set by the service provider for system development life cycle procedures, including design, development, testing, and deployment, as well as standards regularly audit and update standards and procedures.

2.2.4 Internal Audit and approval processes at the various stages of the development life cycle, such as requirement gathering and documentation processes, risk assessment and due diligence processes system and software change management and control selected by service provider.

2.2.5 Reporting capabilities and the efficiency of data processing to generate information/reports or to incorporate new data fields to meet the constant need for various reports.

2.2.6 Code and coding practices to ensure that the application will continue to be a viable platform in the foreseeable future. Identify components that may be technologically aging and less likely to be supported in the foreseeable future technology sector.

2.2.7 Evolution of CITSS capabilities and constraints in terms of effort needed as well as the testing effort needed to achieve the integration of new jurisdictions in a multilingual context.

2.2.8 The ongoing program maintenance, monitoring procedures, and data protection that ensure CITSS software and supporting services are promptly patched and/or upgraded as appropriate to minimize exploitation through newly discovered vulnerabilities.

2.2.9 Compatibility with future accessibility standards.

2.2.10 The steps users follow to accomplish tasks are clear and efficient.

2.2.11 Existing CITSS application/code/database, to identify any inconsistencies with current best management practice.

2.2.12 Compliance with WCAG 2.0 Level A/AA.

2.2.13 Ability to modify or scale CITSS up to integrate with new feature or add new Partners, at reasonable costs, to address the needs of multi-jurisdictional and multi-lingual application.

2.2.14 Existing CITSS usability from end user perspective in regards to best practices.

2.2.15 CITSS usability based on industry best practices in the context of a Web application running with PC web browser.

2.2.16 Data integration with other applications/tools.

2.2.17 The accuracy and dependability of processes adopted by the services providers associated with interaction with other applications and tools.

2.2.18 Development projects involving the creation of software applications or integrated application systems and their consistencies with the best management practices.

2.2.19 Completeness or efficiency of existing testing process.

2.3 Business Operational Processes and Procedures (including BCP/DRP) Scope Details

The assessment of Operational Processes and Procedures may include the evaluation of:

2.3.1 Business Impact Analysis, processing time, access rights and controls, backups, staffing, hardware, software, security controls, testing processes, and confidentiality of handling data restoring processes applied by the service

providers. Contractors are asked to recommend any additional protection that should be applied and its value to the business.

2.3.2 CSRA's existing contingency plans, recovery solutions crucial for uninterrupted business operations in the event of catastrophic disaster, the assurances in the event of failure, and the policies and procedures aligning with WCI, Inc. contractual requirements.

2.3.3 CSRA's monitoring process, risk assessment, implemented controls, assurances, incident, problem, and issue management processes.

2.3.4 Confirm that procedures for performing maintenance activities for interfacing applications, new applications or packages, and/or technical environment changes such as upgrades of operating software, new/changed equipment or interface changes, do not produce significant negative impacts to CITSS performance.

2.3.5 Existing CITSS management processes to identify any areas where CITSS development and management is not consistent with current best practices.

2.4 Management Presentation of Technology Audit Results

Upon receipt of the draft Technology Audit report, WCI, Inc. and the Contractor shall schedule the Management Presentation of Technology Audit Results. The Contractor shall present to WCI, Inc. and Participating Jurisdiction management results of the Technology Audit, including all topics to be included in the Technology Audit Final Report, which shall contain findings, observations, and recommendations. The presentation of findings, observations, and recommendations must include:

- The basis for each finding
- How findings relate to the objectives of the Technology Audit
- An Audit of the analysis conducted
- Options for consideration to make improvements
- Pros and cons and estimated costs for each option presented

3. Draft and Final Technology Audit Reports

The Contractor shall deliver to WCI, Inc. two (2) hard copies and an electronic copy of the draft Technology Audit report for review. Upon receipt of the draft Technology Audit report, WCI, Inc. and the Contractor shall schedule the Management Presentation of Technology Audit Results. After the Management Presentation of Technology Audit Results is conducted, WCI, Inc. and the Participating Jurisdictions shall provide comments on the draft Technology Audit report.

The reports may be either stapled or spiral bound. To conserve paper, the draft reports should be printed on both sides of the page. Draft and Final reports shall include findings, observations, and recommendations, and will address any issues or comments from WCI, Inc. and Participating Jurisdictions during the Management Presentation of Technology Audit Results.

Provided below is an example template for a Technology Audit report. This is provided as an example only to illustrate a minimum expected level of organization and content. In

reporting findings, observations, and recommendations, additional sections may be included based on the proposed methods and the results of the Technology Audit (e.g., access, business continuity, change control, governance structure, physical security, release management).

1. Background
2. Executive Summary
3. Overview
4. Summary of Opportunities for Improvement
5. Audit Objectives
6. Testing Approach
7. Scope and Methodology
8. Statement of Auditing Standards
9. Findings, Observations, and Recommendations
 - a. Hosting;
 - b. Application Development/Management of Technology
 - c. Business Operational Processes and Procedures
 - d. Other Recommendations

II. Contractor Deliverables

Task 1: Develop Technical Audit Work Plan and Schedule

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

Deliverables:

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

Task 2: Management Presentation of Technology Audit Results

The Contractor shall present to WCI, Inc. and Participating Jurisdiction management results of the Technology Audit of meeting the requirements of the SOW.

Deliverables:

- Presentation of the Technology Audit meeting the requirements within two weeks of the delivery of the draft Technology Audit report.

Task 3: Draft and Final Technology Audit Reports

The Contractor shall develop and submit a draft and final Technology Audit report. Upon receipt of the draft Technology Audit Report, WCI, Inc. and the Participating Jurisdictions shall provide comments to the Contractor on the strengths and weaknesses of the Technology Audit Report in terms of meeting the requirements laid out in the SOW. Upon receipt of the comments, the Contractor will finalize the Technology Audit Report for approval by WCI, Inc.

Deliverables:

- Draft Technology Audit Report Work Plan: The Contractor shall deliver a draft Technology Audit Report based on the final Work Plan and Schedule
- Final Technology Audit Report: Within two weeks of receipt of WCI, Inc.'s comments on the draft Technology Audit report, the Contractor shall deliver to WCI, Inc. two (2) hardcopies and one electronic copy of the final Technology Audit report.

ATTACHMENT B: BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

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

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

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

ATTACHMENT C: GENERAL TERMS AND CONDITIONS

1. APPROVAL & AUTHORIZATION

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

2. INSURANCE

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

3. SUBSTITUTION OF KEY PERSONNEL

Key Personnel includes_____. Key Personnel may be changed with prior written approval of WCI, Inc.

4. PERFORMANCE

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

5. CHANGE ORDERS

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

6. FULL UNDERSTANDING; AMENDMENT

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

7. ASSIGNMENT

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

8. AUDITS

- c) **Financial Audit:** If the Agreement allows for Contractor to be paid fees at a daily or an hourly rate or for Contractor to be paid or reimbursed for expenses, Contractor shall maintain time records and books of account, invoices, receipts and vouchers of expenses in support of these payments, in form and content reasonably satisfactory to WCI, Inc. Contractor agrees that WCI, Inc. or its designated representative shall have the right to audit 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 required by WCI, Inc. Contractor agrees to allow the auditor(s) designated by WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, to audit records and interview staff in any subcontract related to the performance of tasks that are paid 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 of the Agreement. Contractor shall include the provisions of this Section 8.A in any subcontract executed in connection with the Agreement.

- d) **Programmatic Audit:** Contractor agrees that WCI, Inc. or its designated representative shall have the right to audit and to copy any of Contractor's records and supporting documentation pertaining to the performance of tasks that are paid through the Agreement to ensure compliance with the Agreement and with regulations governing the greenhouse gas (GHG) reporting or cap-and-trade programs implemented by WCI, Inc., any Participating Jurisdiction or any funding entity. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required by WCI, Inc. Contractor agrees to allow the auditors designated by WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of WCI, Inc., any Participating Jurisdiction or any funding entity, and/or any of their respective duly authorized representatives, to audit records and interview staff in any subcontract related to the performance of tasks that are paid through the Agreement. Contractor shall include the provisions of this Section 8.B in any subcontract executed in connection with the Agreement.

9. GRATUITIES

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

10. INDEMNIFICATION

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

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

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

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

11. TERMINATION FOR CAUSE

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

12. INDEPENDENT CONTRACTOR

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

13. ACKNOWLEDGEMENT

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

14. COMPENSATION

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

15. UNENFORCEABLE PROVISIONS

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of the Agreement will remain in full force and effect as if such invalid or unenforceable provision had never been included. Notwithstanding the foregoing, if such invalid or unenforceable provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16. SETTLEMENT OF DISPUTES

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

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

17. POTENTIAL SUBCONTRACTORS

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

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

18. STOP WORK ORDER

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

19. TERMINATION

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

20. COUNTERPARTS

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

21. PROGRESS PAYMENTS

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

22. FINAL PAYMENT

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

24. INTELLECTUAL PROPERTY

- a) Except as set forth in the Work Schedule, the right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances or processes required in connection with the Agreement and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Agreement.
- b) Contractor shall defend, indemnify and hold the Indemnified Parties harmless against all Losses promptly upon the incurrence thereof resulting from any third party claim that work product produced, used, created or delivered by Contractor, its employees or its subcontractors, including any documentation associated with any work product and any work product which includes any third party content, under the Agreement (the "Contractor Work Product") infringes, misappropriates or otherwise violates a trademark, copyright or other third party's proprietary right. Notwithstanding the foregoing, Contractor shall have no obligation or liability with respect to any such claim based upon: (i) Contractor Work Product that has been altered, modified or revised by anyone other than Contractor and such claim or liability would have been avoided but for the alteration, modification or revision; (ii) the combination, operation or use of Contractor Work Product with products not furnished by Contractor or set forth in the documentation accompanying the Contractor Work Product when such combination, operation or use is part of any

allegedly infringing process; or (iii) use of the Contractor Work Product in a manner not authorized in the documentation accompanying the Contractor Work Product when such claim or liability would have been avoided but for such unauthorized use. Contractor will promptly notify the Indemnified Parties of any such claim. In addition to the obligations above, if any Contractor Work Product becomes the subject of any third party claim, demand or allegation that the Contractor Work Product infringes, misappropriates or otherwise violates any third party's patent, trademark, copyright or other proprietary right, then Contractor, at its sole option, shall: (i) promptly obtain, at no expense to WCI, Inc., the right for WCI, Inc. to continue exercising all rights and licenses in such Contractor Work Product in accordance with the terms of the Agreement; or (ii) replace the subject Contractor Work Product with non- infringing and substantially equivalent work.

- c) Except as set forth in the Work Schedule, Contractor agrees that all Contractor Work Product created, developed, conceived, made, invented or suggested during the term of the Agreement by or for Contractor, its employees or any of its subcontractors it engages to perform work for WCI, Inc. and relating generally to any matter or thing that may be connected with the Agreement or in any way with WCI, Inc.'s existing or contemplated products, services or business or containing WCI, Inc.'s proprietary or sensitive information shall become the absolute and exclusive property of WCI, Inc., including (i) concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques, and developments and relationships with customers and prospective customers, (ii) reports, drawings, studies, specifications, estimates, maps, computations and other data and correspondence, (iii) software, computer programs and similar processes and (iv) materials, including books, magazines and periodicals and office material, purchased under the Agreement for WCI Inc., (collectively, the "WCI, Inc. Intellectual Property"). All WCI, Inc. Intellectual Property shall automatically be deemed to become the property of WCI, Inc. immediately when made or conceived. Contractor and its subcontractors agree to cooperate with and assist WCI, Inc. to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for any WCI, Inc. Intellectual Property. Contractor shall, and shall cause employees and subcontractors of Contractor to, promptly sign any and all lawful papers, take all lawful oaths and do all lawful acts, including giving testimony, upon request by WCI, Inc., in connection with any patent, trade name, trademark, service mark or copyright application or issued patent, or registered copyright or trademark and/or any divisions, continuations, renewals, re- examinations, reissues or the like of any of them. Such lawful papers include, but are not limited to, any and all declarations, powers, assignments, and other papers deemed by WCI, Inc. to be necessary or advisable in connection with the filing or prosecution of any patent, trademark, service mark or copyright application or in connection with the grant of any letters patent, trademark or service mark registration, or copyright registration, or in connection with the transfer of any rights to any invention, trademark, trade name, service mark, or copyright. Contractor agrees to keep and maintain adequate and current written records of the foregoing described in this paragraph and promptly to disclose to WCI, Inc. all WCI, Inc. Intellectual Property.

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

25. RIGHTS IN DOCUMENTS, MATERIALS, AND DATA PRODUCED

Contractor shall deliver or cause the delivery to WCI, Inc. of all WCI, Inc. Intellectual Property as soon as practical and in any event no later than the termination or completion of the Work. WCI, Inc. shall have the right to use the WCI, Inc.

Intellectual Property without restriction or limitation and without compensation to Contractor other than that provided for in the Agreement. Any document produced in whole or in part under the Agreement shall not be the subject of an application for copyright by or on behalf of Contractor or its subcontractors. All reports, maps and other documents completed by Contractor as a part of the Agreement shall bear on the title page of such report, map, or document, the following legend: *“Prepared by (Insert name of Contractor) for submission under Agreement with Western Climate Initiative, Inc. The preparation of this (insert report, map or document, as appropriate) was financed in part by funds provided by (insert name of the funding agency, if applicable).”* The month and year in which the document was prepared shall also be shown.

26. CONFIDENTIALITY

Contractor acknowledges that the Confidential Information (as hereinafter defined) of WCI, Inc. has independent economic value, is not known to other persons who might profit from its use and is the subject of efforts by WCI, Inc. to maintain its secrecy that are reasonable under the circumstances. Contractor agrees to use such Confidential Information solely for the purposes permitted by the Agreement and further agrees not to, directly or indirectly, disclose to any other person any Confidential Information except to the extent expressly required by law or authorized in writing by WCI, Inc. For the purposes of the Agreement, “Confidential Information” shall include any information so described elsewhere in the Agreement, all data stored or made accessible through the Compliance Instrument Tracking System Service or any additional or successor tracking system service, unless

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

- a) Notify WCI, Inc. promptly and in writing of the circumstances surrounding any possession, use or knowledge of Confidential Information or any part thereof by any person in a manner other than as authorized by this Section 26.
- b) Ensure that Contractor's and all subcontractors' senior management with operating knowledge of the Work, and all of their respective employees, agents, and representatives working directly on the tasks provided for in the Agreement, sign and submit to Contractor Attachment D: Individual Conflict of Interest and Confidentiality Statement. Contractor will then certify to WCI, Inc. as to the submission of such statements by all such required individuals, and will in addition sign and submit to WCI, Inc. Attachment D1: Organization Conflict of Interest and Confidentiality Statement on its own behalf, and obtain and submit to WCI, Inc. Attachment D1: Organization Conflict of Interest and Confidentiality Statement signed by each subcontractor.
- c) Adhere to all WCI, Inc. confidentiality and disclosure policies disclosed to Contractor in writing and, if directed by WCI, Inc., enter into agreements with Participating Jurisdictions and funding entities related to the management, sharing, and disclosure of information. Contractor and any subcontractor in connection with the performance of the Agreement must make available for WCI, Inc.'s inspection all requested background information on staff performing the Work employed by the Contractor and any subcontractor.
- d) Treat all Confidential Information, Deliverables (as defined in Attachment A), and Contractor Work Product as Confidential Information in accordance with this Agreement. No Confidential Information, Deliverables, Work or Contractor Work product may be disclosed in any form to any third party without the written consent of the Executive Director of WCI, Inc. or his or her authorized agent, except when required by law or legal process. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. If WCI, Inc.'s Executive Director or his or her authorized agent so requires, the following disclaimer must accompany all Confidential Information prepared by Contractor or prepared or provided by WCI, Inc. and copied or reproduced in any form by Contractor:

"Publication of this document shall not be construed as endorsement of the views expressed therein by Western Climate Initiative, Inc. or any federal, state or provincial agency."

- e) Not use, without WCI, Inc.'s written approval, any WCI, Inc. materials for any purpose other than performing the contracted services.
- f) Not remove any WCI, Inc. or Participating Jurisdiction or any funding entity equipment and/or data on any activities from WCI, Inc.'s secured environment without advance written approval from WCI, Inc.
- g) Upon full payment to Contractor, surrender all documents, property (whether in written or electronic form) and transportable recorded media of any kind belonging to WCI, Inc. or containing WCI, Inc. Confidential Information at the conclusion of the engagement, upon termination of the Agreement, or upon the written request of WCI, Inc.
- h) Upon confirmation of loss or theft of Confidential Information in any form, immediately report to WCI, Inc. the occurrence of such loss or theft.
- i) Provide WCI, Inc. all pass phrases/passwords used as private keys to encrypt data used, produced or acquired in the course of performing duties under the Agreement.
- j) Use best practices to make security arrangements to protect Confidential Information from unauthorized access, collection, use, disclosure, alteration or disposal. Upon WCI, Inc.'s written request, Contractor shall provide a reasonably detailed report of the security arrangements it maintains to protect Confidential Information. WCI, Inc. or its representatives may conduct security inspections of such security arrangements upon reasonable notice to Contractor during normal business hours.
- k) Not damage or harm WCI, Inc.'s reputation, goodwill and business relations with any person or entity, including but not limited to customers, official bodies, governmental agencies and WCI, Inc. employees.

27. CONFLICTS OF INTEREST

- a) Contractor must ensure that no conflicts of interest exist between the services required under the Agreement and services provided by Contractor to other clients or Contractor's other business operations.
- b) Contractor must not have any financial interests in the outcome of any services it provides under the Agreement except for fees for service under the Agreement.
- c) Contractor must have in place formal policies and procedures to identify and mitigate conflicts of interest and ensure that Contractor's organization, management and employees avoid financial interests and activities that potentially create conflicts of interest. Complete copies of all such formal policies and procedures shall be provided to WCI, Inc. prior to Contractor's commencement of Work under the Agreement.
- d) Contractor and its subcontractors must not be subject to any laws or regulations specific to any greenhouse gas (GHG) reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity. Contractor and its subcontractors must not

be a beneficial owner of more than 5% of the voting interests of any entity subject to any of the provisions of any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity. In addition, the Contractor and its subcontractors must not be a beneficial owner of more than 5% of the voting interests of any direct parent company, direct subsidiary or sister company of an entity subject to any of the provisions of any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction or any funding entity.

- e) Contractor must ensure that its employees and subcontractors meet and comply with the requirements described in Sections 27.A through 27.C above.
- f) Notwithstanding the foregoing, WCI, Inc. reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest. If WCI, Inc. determines that a conflict of interest exists, or that there is an unavoidable appearance of a conflict of interest that cannot be resolved to the satisfaction of WCI, Inc., WCI, Inc. may terminate the Agreement immediately upon written notice to Contractor.
- g) Contractor will advise WCI, Inc. if performing services for other clients could potentially interfere with Contractor's duties pursuant to this Agreement.

28. PUBLICITY

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

29. NO CONFLICT

[Intentionally Left Blank]

30. COMPLIANCE WITH LAWS, SAFETY

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

31. NO VIOLATION OF OTHER AGREEMENTS OR COVENANTS

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

32. STATUS

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

33. RIGHTS AND REMEDIES

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

34. LIMITATION OF DAMAGES

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

35. THIRD PARTIES

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

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

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

37. REMEDIES OF WCI, INC.

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

38. GOVERNING LAW; FORUM

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict-of-law principles. Subject to the requirements of Section

16 of these General Terms and Conditions, Contractor and WCI, Inc. consent to the exclusive jurisdiction of the federal and state courts of California, in connection with any action or proceeding arising out of the Agreement, or any document or instrument delivered in connection with the Agreement.

Contractor and WCI, Inc. waive any objection to such jurisdiction on the grounds of venue or forum non convenience and any similar grounds, consent to service of process by mail or in any other manner permitted by law, and agree to be bound by any judgment rendered by any such court in connection with the Agreement.

39. NOTICES

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

40. CONSTRUCTION

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

41. FORCE MAJEURE

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

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

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

43. WAIVER

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

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

44. SURVIVAL

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

ATTACHMENT D: INDIVIDUAL CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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

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

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

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

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

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

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

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

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

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

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

Date: _____
Signature: _____
Printed Name: _____
Title: _____
Organization: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

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

ATTACHMENT D1: ORGANIZATION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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

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

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

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

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

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

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

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

- e) All notes, data, analyses, compilations or reports prepared by _____ that contain or are based upon confidential information.
- f) All other information identified in the Agreement as Confidential Information.

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

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

Date: _____
Signature: _____
Printed Name: _____
Title: _____
Organization: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

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

ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS

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

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

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

6. CYBER LIABILITY COVERAGE: (if applicable) Insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate that includes:

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

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

8. General Insurance Provisions

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

Western Climate Initiative, Inc.

980 Ninth Street, Suite 1600

Sacramento, CA 95814

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

ATTACHMENT F: CONTRACTOR'S TECHNICAL PROPOSAL

[To Be Provided]

ATTACHMENT G: CONTRACTOR'S COST PROPOSAL

[To Be Provided]

ATTACHMENT H: OFFEROR REFERENCES FORM

RFP# 2016-01
CITTS Technology Audit

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

Complete the table below listing information for three (3) references illustrating previous work experience related to the goals and objectives outlined in the RFP.

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

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

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