

CONTRACT AMENDMENT: 2012-01-003

Agreement number 2012-01 between SRA International Inc. (SRA or Contractor) and Western Climate Initiative, Inc. (WCI, Inc.), which was executed by the parties on May 8, 2012, amended on December 20, 2012 (Amendment 2012-01-001) and on December 9, 2013 (Amendment 2012-01-002), is hereby further amended as follows:

SUMMARY OF CHANGES

Amendment Number	003
Effective Date for Amendment:	January 1, 2015
Current Agreement Amount:	\$3,527,187
Changes to the Agreement Amount:	Net increase of \$416,724
Amended Maximum Agreement Amount:	\$3,943,911
Current Agreement Term:	Beginning on May 9, 2012 and ending on December 31, 2015. (no change)
Extension of Tasks:	CITSS application development and support

PURPOSE OF THIS AMENDMENT

- 1) Extend the budget so SRA can provide additional tracking system services for application development and support in 2015 for the Compliance Instrument Tracking System Service (CITSS).

SPECIFIC TERMS AND CONDITIONS WHICH CONSTITUTE THE AMENDMENT

- 1) The agreement referenced above is modified as follows:
 - a. Maximum amount of agreement: Line 3 of the Standard Agreement cover page is changed to "**\$3,943,911.**"
 - b. Attachment B, page B-2 is modified as follows: "Not-to-Exceed T&M budget for this Agreement is ~~\$1,637,804~~ . **\$3,943,911**. See Attachment G (Contractor's Cost Proposal), **and** Attachment H (Contractors Cost Proposal for Amendment **2012-01-001**), **Attachment I (Contractors Cost Proposal for Amendment 2012-01-002), and Attachment J (Contractors Cost Proposal for Amendment 2012-01-003)** for invoice basis."
 - c. Attachment J, Contractors Cost Proposal for Amendment 2012-01-003, is appended to the existing agreement following Appendix I.

EXPLANATION OF CHANGES

- 1) SRA will provide additional CITSS application development and support during 2015 as requested by the Participating Jurisdictions including, but not limited to:
 - Requirements Identified but not Developed (due to Release 5.0 Expanded Scope)
 - California Independent System Operator (CAISO)
 - Notifications
 - Auction Consignment
 - Data Sharing Across Jurisdictions
 - Auction Purchase Limit / Holding Limit File
 - Administrative Reports
 - Streamline Changing PAR/AAR

- 2) Attachment J, Contractors Cost Proposal for Amendment 2012-01-003, details the costs for the extension of these application development and support tasks.

APPROVALS

This document and any attachments described herein constitute an amendment to the above numbered agreement. All provisions of that contract, except those which are explicitly changed by this amendment, shall remain in full force and effect.

By signing, the Contractor and WCI, Inc. do hereby accept and approve this amendment.

Signature on File
Authorized Signature

Catherine Garris
Name

March 5, 2015
Date

Director of Civil Contracts
Title

Western Climate Initiative, Inc.

Signature on File
Authorized Signature

Greg Tamblyn
Name

March 5, 2015
Date

Executive Director
Title

**Justification for a Contract Amendment to
Contract 2012-01: Hosting and Tracking System Services for the Compliance Instrument
Tracking System Service (CITSS)**

December 5, 2014

Introduction

Most of the administrative support provided by WCI, Inc. is highly technical or specialized and has been developed through the use of contractors. In May 2012, WCI, Inc. contracted with SRA International, Inc. (SRA) to further develop the Compliance Instrument Tracking System Service (CITSS) and to provide the web hosting for its operation (Contract 2012-01). At its December 2013 meeting, the Board approved an amendment to the SRA contract to continue CITSS development and hosting through the end of 2015 (Contract Amendment 2012-01-002).

WCI, Inc. proposes to increase the budget of its contract with SRA in order to provide additional funding for necessary application development in the first half of 2015 while continuing to provide ongoing hosting services for the CITSS through December 31, 2015.

Description of Services

The additional services being procured through the proposed amendment are for the completion of priority application development and administrative support requested by the Participating Jurisdictions including, but not limited to:

- Requirements Identified but not Developed (due to Release 5.0 Expanded Scope)
- California Independent System Operator (CAISO)
- Notifications
- Auction Consignment
- Data Sharing Across Jurisdictions
- Auction Purchase Limit / Holding Limit File
- Administrative Reports
- Streamline Changing PAR/AAR

Procurement Approach

The competitive procurement process that resulted in the initial selection of SRA to provide tracking system services has been described previously and approved by the WCI, Inc. Board of Directors.

SRA has demonstrated its qualifications to provide the services described above through its performance under the existing WCI, Inc. and previous California contracts.

The tracking system services need to continue uninterrupted and on schedule in order to bring the CITSS to a stable operation and maintenance mode in mid-2015.

A contract modification is being proposed as the procurement vehicle to retain these required services. Continuing to work with the existing service provider for the additional application development during 2015 will best enable WCI, Inc. to maintain the stability of the program while taking advantage of the significant investments that have already been made in the programmatic infrastructure.

WCI, Inc. and Participating Jurisdiction staff approached SRA to confirm their interest in and availability to continue this work. The contract amendment with SRA was developed by WCI, Inc. staff based on technical requirements provided by the Participating Jurisdictions. SRA finalized the attached technical and cost proposal, which has been reviewed and agreed to by WCI, Inc. and jurisdictional staff.

No additional steps have been taken to tender ongoing development and maintenance of CITSS, and hosting services.

Justification for a Non-Competitive Procurement

WCI, Inc.'s Procurement Policy provides for non-competitive procurement in certain instances. In this case, the non-competitive procurement is justified based on the following two allowable exemptions:

Contracts for services provided by contractors that have been selected by a federal, state, city, county, provincial, or other regulatory entity, usually through a competitive process.

Contract amendments to extend the original term for services and to add additional funding to a contract.

COST PROPOSAL

Submitted to:

Western Climate Initiative, Incorporated (WCI, Inc.)

TRACKING SYSTEM SERVICES FOR THE COMPLIANCE INSTRUMENT TRACKING SYSTEM SERVICE (CITSS)

Submitted by:



SRA International, Inc.

4300 Fair Lakes Court
Fairfax, Virginia 22033

October 21, 2014

NOTICE OF RESTRICTIONS

This proposal or quotation includes data that shall not be disclosed outside of WCI, Inc. and shall not be duplicated, used, or disclosed -- in whole or in part— for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to SRA International, Inc. as a result of— or in connection with— the submission of this data, WCI, Inc. shall have the right to duplicate, use, or disclose the data to the extent provided in the resultant contract. This restriction does not limit the WCI, Inc.'s right to use information contained in this data if it is obtained from another legitimate source without restriction. The data subject to this restriction are contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation." This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC §552 (b) (3) and (4), respectively, of the Freedom of Information Act, and the disclosure of which could invoke the criminal sanctions of 18 USC §1905.

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1 INTRODUCTION

SRA International, Inc. (SRA) is pleased to provide this proposal for the expansion of tracking system services for the Compliance Instrument Tracking System Service (CITSS). This proposal covers work defined in coordination with WCI, Inc. and participating jurisdiction staff. The costs presented in this proposal cover the additional labor hours required to deliver features identified for CITSS Release 6.

2 APPROACH

SRA staff worked with WCI, Inc. and participating jurisdiction staff to understand program milestones, functional needs, desired release timelines, and budget constraints for 2015. Based on this information, SRA defined the specific tracking system requirements, estimated rough levels of effort, and assembled several candidate release plans—balancing trade-offs between scope, time, and cost. The release and staffing plans were reviewed with WCI, Inc. and participating jurisdictions for feedback before agreeing on the current approach described further in 3.1.3 below.

The features currently anticipated to be included in Release 6 are listed in Appendix A. Consistent with the manner in which CITSS has been developed and maintained from inception, features will be regularly reviewed and reprioritized to ensure that development remains aligned with changing business needs. The requirements and release plans will be updated regularly to reflect these changes. The full scope of hosting and tracking system services have been defined as part of the current contract and remain the same for this contract modification.

3 COST PROPOSAL

This section provides SRA's Time and Materials cost proposal for work as discussed in this proposal. All prices are quoted in US Dollars and are exclusive of GST. Payment terms are NET30 with a 10% withholding on SRA labor. SRA will separately invoice for the withheld amount before the beginning of any six (6) month period of work (to be invoiced at the end of June and December), or the earlier termination of this Agreement.

The following sections describe the proposed tasks, timeframe, and assumptions.

3.1 Overview

3.1.1 Tracking System Services

Tracking system services will focus on the following areas within the scope of the work plan submitted by SRA in March 2013:

- Project Administration for the tracking system services
- Documentation
- Tracking System application development and enhancements for the following modules:
 - Jurisdiction Management
 - User Registration
 - Entities/Accounts
 - Compliance Instrument Management
 - Instrument Transfer
 - Auction Improvements and Integration
 - Market Monitoring Integration
 - Offset Project Tracking

- Emissions Compliance
- Data Reporting
- Jurisdiction Functionality
- Application Security
- Tracking System operations and maintenance

3.1.2 Hosting

Hosting services will continue to provide the following:

- Project Administration for hosting services
- Monitor the application and backup jobs
- Maintain the hosting environment under an ongoing operations and continual improvement approach to improve or update the use of the cloud hosting provider, security services, logging services, and the technology used to execute the build

3.1.3 Team Size and Costs

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

3.2 Timeframe

3.2.1 Project Timeframe

As noted above, SRA has assumed that additional funding for tracking system services will be used between January and June 2015. The overall period of performance for the contract remains the same.

3.2.2 Production Releases of CITSS

SRA has assumed that this work will include, at a minimum, one production release of CITSS in 2015. The specific content and timing of this release will be coordinated between WCI, Inc., participating jurisdictions and SRA. A second release in 2015 would require additional funding to cover the cost of a penetration test and related deployment activities.

3.3 Assumptions and Risks

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

3.4 Cost Detail Sheet

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

TABLE 1 CONTRACTOR'S COST DETAIL SHEET (U.S. Dollars, \$) Includes all costs including subcontractors			
Costs			
Tracking System Services (Labor)	Hours	Personnel Costs Rate (\$/hour)	Total
	[Hours] x [Rate] = [Total]		
Software Engineer 4			
Software Engineer 3			
Business Systems Analyst 1			
Business Systems Analyst 2			
Tracking System Services (Labor) Total			
Total Estimated Cost			

3.5 Labor Categories

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

4 ADDITIONAL INFORMATION

SRA will continue using a cloud hosting environment for the development environment, testing environment, UAT environment, training environment, and load testing environment. SRA will configure, deploy and enhance the SRA application in the cloud environment.

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

APPENDIX A: RELEASE CONTENTS

Details have been removed from the public due to the sensitive nature of the potential contents.

APPENDIX B: PROPOSED ADDITIONAL LABOR HOURS BY MONTH

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

APPENDIX C: PROPOSED MONTHLY COSTS AND BUDGET

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