



**Request for Proposals**  
**Hosting, Help Desk, Operational Support, and Maintenance**  
**Services for the**  
**Compliance Instrument Tracking System Service (CITSS)**

This RFP is published online on the Western Climate Initiative, Incorporated (WCI, Inc.) webpage at <http://www.wci-inc.org/>.

January 17, 2012

This Page Intentionally Blank

**REQUEST FOR PROPOSALS**  
**Notice to Prospective Proposers**  
**RFP No. 2012-01**

January 17, 2012

You are invited to review and respond to this Request for Proposals (RFP) No. **2012-01**, entitled, "Hosting, Help Desk, Operational Support, and Maintenance Services for the Compliance Instrument Tracking System Service (CITSS)". In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online on the WCI, Inc. webpage at <http://www.wci-inc.org/>.

The WCI, Inc. deadline for receipt of proposals is February 14, 2012, before 3:00 p.m. Pacific Standard Time (PST). No late received, faxed, or emailed proposals are acceptable. All late received, faxed, or emailed proposals will be rejected. Proposal envelopes with the required contents must be received on or before the date and time specified herein at the following location:

**Delivery Address:**

**WCI, Inc.**  
**c/o FEDEX**  
**1200 J Street**  
**Sacramento, CA 95814**

The FEDEX facility only accepts packages sent using FEDEX. FEDEX requires a local telephone number to notify the recipient. The local number is **(916) 322-7156**. This number is only for use on the FEDEX shipping form.

You are advised that you are responsible for ensuring that your proposal is received by the date and time required. Any proposal received after the deadline date and time will be returned unopened.

In the opinion of WCI, Inc., this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information; the contact person for this RFP is listed below. All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person.

Contact: Lydia Dobrovolny  
Phone: (206) 447-1805  
Email: [info@wci-inc.org](mailto:info@wci-inc.org)

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

This Page Intentionally Blank

**Request for Proposals**  
**Hosting, Help Desk, Operational Support, and Maintenance Services**  
**for the Compliance Instrument Tracking System Service (CITSS)**

<b>I. PURPOSE / BACKGROUND / OVERVIEW</b> .....	<b>1</b>
<b>A. PURPOSE</b> .....	<b>1</b>
<b>B. BACKGROUND</b> .....	<b>2</b>
<b>C. OVERVIEW</b> .....	<b>4</b>
<b>II. SCOPE OF WORK</b> .....	<b>6</b>
<b>A. SERVICE MANAGEMENT</b> .....	<b>6</b>
1. Service Delivery Manager .....	6
2. Staffing.....	7
3. Continual Service Improvement .....	7
4. Transition-In Services .....	8
5. Transition-Out Services .....	9
6. Service Levels.....	10
7. Onboarding of Additional Jurisdictions .....	10
<b>B. HOSTING SERVICES</b> .....	<b>10</b>
1. General Hosting Services .....	10
2. Architecture.....	11
3. WANS/LANS.....	12
4. System Performance .....	12
a. Availability .....	12
b. Adaptability .....	13
c. Scalability .....	13
d. Transactional Processing Determination .....	14
e. Performance Monitoring, Measurement, and Reporting .....	14
<b>C. HELP DESK SERVICES</b> .....	<b>16</b>
1. General Requirements .....	16
2. Help Desk Availability .....	17
3. Service Requests and Incidents.....	17
4. Incident Management Workflow Steps.....	18
5. Technical Capabilities .....	18
6. Priority, Response, and Resolution of Service Incidents.....	19
<b>D. OPERATIONAL SUPPORT SERVICES</b> .....	<b>19</b>
1. Operational Support Plan and Operations Manual.....	20
2. Operational Control and Monitoring .....	21
3. Backup and Recovery .....	21
4. Data Archival.....	23

5.	Service Continuity Management and Disaster Recovery .....	23
<b>E.</b>	<b>MAINTENANCE SERVICES.....</b>	<b>23</b>
1.	Master Maintenance Plan and Procedures .....	24
2.	Maintenance Periods .....	24
3.	Corrective and Emergency Maintenance .....	24
4.	Preventive Maintenance .....	25
5.	Adaptive Maintenance .....	26
6.	Perfective Maintenance .....	26
7.	System Enhancements and Minor Modifications .....	26
8.	Operational Testing.....	27
9.	Modification Deployment.....	27
10.	Change Management .....	28
11.	Software Configuration Management.....	29
12.	Documentation.....	29
<b>F.</b>	<b>SECURITY SERVICES .....</b>	<b>30</b>
<b>G.</b>	<b>DELIVERABLES.....</b>	<b>35</b>
<b>III.</b>	<b>PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION .....</b>	<b>36</b>
A.	Key Action Dates.....	36
B.	Questions Regarding RFP Requirements .....	37
C.	General Proposal Requirements .....	37
D.	Submission of Proposals.....	39
E.	Modification and/or Withdrawal of Proposals.....	41
F.	Proposers Responsibilities .....	41
G.	Signature.....	42
H.	Disposition of Proposals.....	42
<b>IV.</b>	<b>PROPOSAL REQUIREMENTS (TECHNICAL).....</b>	<b>42</b>
<b>A.</b>	<b>Technical Proposal Requirements.....</b>	<b>42</b>
1.	Minimum Qualifications .....	43
2.	Project Management Plan.....	43
3.	Methodology (Approach to Work) .....	44
4.	Work Plan and Work Schedule .....	44
5.	Personnel.....	47
6.	References.....	47
7.	Cost Proposal Requirements .....	47

<b>V. EVALUATION, SELECTION, AND AWARD.....</b>	<b>49</b>
<b>A. Award of Contract .....</b>	<b>49</b>
<b>B. Administrative Evaluation .....</b>	<b>49</b>
1. Responsive and Responsible Proposer .....	50
<b>C. Evaluation .....</b>	<b>50</b>
1. Rating Criterion Guidelines .....	51
2. Sample Administrative Review Form .....	54
3. Sample Proposal Evaluation Form.....	56
<b>VI. ATTACHMENTS .....</b>	<b>59</b>
<b>ATTACHMENT A REQUIRED ATTACHMENT CHECKLIST .....</b>	<b>60</b>
<b>ATTACHMENT B PROPOSER REFERENCES FORM .....</b>	<b>61</b>
<b>ATTACHMENT C DRAFT STANDARD AGREEMENT .....</b>	<b>62</b>
<b>ATTACHMENT D SCOPE OF WORK.....</b>	<b>63</b>
<b>ATTACHMENT E BUDGET DETAIL AND PAYMENT PROVISIONS .....</b>	<b>64</b>
A. Invoicing and Payment.....	64
B. Payments.....	64
<b>ATTACHMENT F COST DETAIL SHEETS .....</b>	<b>65</b>
<b>ATTACHMENT G GENERAL TERMS AND CONDITIONS.....</b>	<b>67</b>
<b>ATTACHMENT H CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT .....</b>	<b>80</b>
<b>ATTACHMENT I CONTRACT INSURANCE REQUIREMENTS .....</b>	<b>82</b>
<b>ATTACHMENT J REQUIRED MINIMUM IT STANDARDS AND PRACTICES.....</b>	<b>84</b>
A. Recognized Industry Standards and Practices .....	84
B. United States Federal Standards .....	84
<b>ATTACHMENT K HOSTING ARCHITECTURE REQUIREMENTS .....</b>	<b>85</b>

This Page Intentionally Blank



# REQUEST FOR PROPOSALS HOSTING, HELP DESK, OPERATIONAL SUPPORT, AND MAINTENANCE SERVICES FOR THE COMPLIANCE INSTRUMENT TRACKING SYSTEM SERVICE (CITSS)

## I. PURPOSE / BACKGROUND / OVERVIEW

### A. PURPOSE

Western Climate Initiative, Incorporated (WCI, Inc.), is seeking contractor services to provide systems hosting, help desk, operational support, and maintenance for the Compliance Instrument Tracking System Service (CITSS). The Board of Directors for WCI, Inc. includes officials from the provinces of British Columbia and Quebec, and the State of California (hereafter referred to as Participating Jurisdictions). CITSS is the key component of a multi jurisdiction administrative system being developed to support a linked cap-and-trade greenhouse gas (GHG) emissions reduction program for the Participating Jurisdictions.

The CITSS application tracks compliance instruments (emissions allowances and offsets) from the point of issuance by jurisdictional governments, ownership, and transfer by regulated GHG emitters and other voluntary market participants, and compliance retirement. The program is anticipated to continue at least until 2020. More information is available on the function of the system in the Overview section of this RFP and by consulting the Business Requirements on the WCI, Inc. website at <http://wci-inc.org/program-design.php>. The CITSS application is being developed by SRA International Inc. (SRA) with in-kind assistance and technical support from the U.S. Environmental Protection agency (EPA). The EPA work assignment for CITSS is available at: <http://www.arb.ca.gov/cc/capandtrade/trackingsystem/EPW090212-30RHQ.pdf>

The key components of the services requested in this RFP are:

1. **Service Management:** Service Management refers to the governance, oversight, processes, and practices that will be implemented to monitor the performance, task completion and overall status of the CITSS application and the services supporting it as defined in this RFP. Service Management includes activities that are not discreet components of hosting, help desk, operational support, maintenance or security, but rather are broad efforts that potentially affect all of the other service areas.
2. **Hosting:** The Scope of Work in this RFP includes the provision of multi-tier web-hosting services and infrastructure at a Tier 3 data center (at minimum) for multiple environments (production, pre-production, testing, etc.); back-up and disaster recovery.
3. **Help Desk:** The Scope of Work in this RFP includes the provision of live Help Desk services including online availability and telephone services, as well as

development of manuals, procedures guides, and/or other materials as appropriate to ensure high quality customer service.

4. **Operational Support:** The Scope of Work in this RFP includes the provision of database administration, support, optimization and upgrades, as required, with a focus on continuous improvement, data archival and storage, and controlled access.
5. **Maintenance:** The Scope of Work in this RFP includes the maintenance of all components of the system infrastructure and basic break/fix and minor enhancements of the software applications, with a focus on continuous improvement.
6. **Security:** The Scope of Work in this RFP includes the provision of comprehensive and systematic security measures at the hardware, firmware, and software levels, controlled facility and system access, vetted personnel, vigilant monitoring, audit, and penetration and intrusion detection testing.

All services procured through this RFP will be provided to WCI, Inc. The proposed start of the Contract is early March 2012, with hosting services operational as early as April 2012. The duration of this contract is six (6) years, with the potential for two (2) two-year extensions, extending the potential life of the requested services until 2022. The discretionary contract extensions, which are at the sole option of WCI, Inc., allow assessment of changes in requirements or services that could be warranted after six (6) years. No work shall begin until all required signatures and approvals are obtained.

## **B. BACKGROUND**

Four Western Climate Initiative (WCI) Partner Jurisdictions (British Columbia, Ontario, Quebec, and California) are considering implementing greenhouse gas (GHG) cap-and-trade programs. In a GHG cap-and-trade program, a jurisdiction issues tradable permits (GHG allowances) that authorize the permit holder to emit a specified quantity of GHGs. Entities may receive GHG allowances directly from jurisdictions; by purchase at an auction or reserve sale; or by purchase in the marketplace. A jurisdiction may also issue offset credits, which are credits for additional reductions that occur at sources not required to hold permits. GHG allowances and offset credits are “compliance instruments.” After the end of a compliance period, cap-and-trade participants (regulated entities and voluntary participants) surrender compliance instruments equivalent to their reported GHG emissions subject to applicable offset rules. Over time, the number of GHG allowances issued can be reduced, thereby reducing allowable GHG emissions.

The Participating Jurisdictions are proposing to link their GHG cap-and-trade programs to form a regional market for compliance instruments. A regional market with multiple jurisdictions increases the potential to achieve lower cost emissions reductions, enhances market liquidity, and reduce the compliance costs compared to the program of a single jurisdiction. In a regional program, each jurisdiction

would establish its own program and issue compliance instruments, resulting in limits on GHG emissions and advancing the broad-based solutions needed to reduce climate-changing emissions. The jurisdictions' cap-and-trade programs would be linked by reciprocal recognition of the compliance instruments issued by each.

The primary function of the CITSS application is to register participants and track the ownership of compliance instruments in the regional cap-and-trade program. WCI, Inc. is responsible for administration of the shared services of the program. The Contractor will provide services to WCI, Inc. California and Quebec are scheduled to implement their cap-and-trade programs in 2012. British Columbia has not announced an implementation date of their cap-and-trade program. The services provided by WCI, Inc. can be expanded to support additional jurisdictions that may join. The regional cap-and-trade program is scheduled to begin on January 1, 2012 with compliance obligations effective January 1, 2013.

Establishing and implementing a regional GHG cap-and-trade program requires WCI, Inc. to establish a number of services for market operations and monitoring. Each jurisdiction will retain authority over its own covered sources and compliance instruments. The CITSS will provide tracking of compliance instruments issued by jurisdictions that participate in the regional program. The CITSS will be the record of ownership of compliance instruments; will record information related to accounts; will enable and record compliance instrument transfers; facilitate compliance verification; and support market oversight through the collection of relevant information.

The Participating Jurisdictions have designed business requirements for the CITSS, which incorporate rules, policies, and practices that are common to all jurisdictions. California has released RFPs for Auction and Reserve Sale Operator, Financial Services for Auction and Reserve Sale, and Market Monitor. WCI, Inc. plans to administer these services at a future date.

This RFP is for hosting, help desk, operational support, and maintenance services for the CITSS application. In the broad context, "CITSS system" refers to all of the components necessary to enable, support, and maintain the CITSS application (hosting, help desk, operational support, and maintenance) including equipment, software, personnel, services, etc.

The CITSS application is being developed by SRA. SRA retains the intellectual property rights to their Registry for International and Domestic GHG Emissions (RIDGE™) software and all future modifications to it commissioned by WCI, Inc. The hosting contractor will be required to sign a free Source Code License Agreement with SRA. SRA will deploy the CITSS application in several releases. The initial release in Spring 2012 will include components for registration. Subsequent releases will incorporate functionality for issuance and transfer of

compliance instruments, the interface with the Auction Provider, and market reporting.

Deployment will require significant coordination between WCI, Inc., the selected Contractor, and SRA for transition of the CITSS application from SRA's development environments to the Contractor's environments.

## **C. OVERVIEW**

The CITSS application tracks issuance, ownership, and transfers of compliance instruments (emissions allowances and offsets). The program is anticipated to continue at least until 2020. More information can be found in the Business Requirements on the WCI, Inc. website at <http://wci-inc.org/program-design.php>.

CITSS is a web-based system of medium size and complexity. Initially, CITSS will support an estimated 900 accounts with 2000 market-based users and 50 jurisdiction-based administrative users during its first year of operation. The application must be supported with email capabilities that allow routine notification to end users, administrators, and other appropriate parties. The value of holdings is estimated to eventually be multi-billion dollars (U.S.), requiring the highest security protocols of the vendor and its environments. Within 3 years, the number of participating jurisdictions is expected to increase, resulting in an estimated 30 percent growth in users. Hosting should be expandable to accommodate a four (4)-fold growth in transaction execution and external system connections during the initial 6-year contracting period.

The CITSS was built using Berkeley Software Distribution (BSD) Unix or Linux, Java, Java Servlets/Tomcat, Grails, Spring, Hibernate, and MySQL. The CITSS application is approximately 50 MB and the back-end MySQL database requires an estimated 100 MB. This RFP solicits services in six areas:

1. Service Management
2. Hosting
3. Help Desk
4. Operational Support
5. Maintenance
6. Security

Service Management refers to the governance, oversight, processes, and practices that will be implemented to monitor the performance, task completion and overall status of the CITSS application and the services supporting it as defined in this RFP. Service Management includes activities that are not discreet components of hosting, help desk, operational support, maintenance, or security, but rather are broad efforts that potentially affect all of the other service areas. For example, managing transition of the CITSS application and data from SRA to the Contractor's environments (Transition-In), interfacing the CITSS application with related

applications such as the Auction Operation, Financial Services, Market Monitoring, and GHG Reporting tools, and management of on-boarding new jurisdictions into the system.

Hosting is the architecture services to support the technical hardware and software infrastructure necessary to host the CITSS application (e.g. development, test, training, pre-production, and production environments) and ancillary services technology necessary to provide the requested levels of service. The application must be supported with email capabilities that allow routine notification to end users, administrators, and other appropriate parties. The hosting solution must provide a defined and logical approach for supporting the application and associated services. The Contractor must define a secure solution that can scale seamlessly and that can provide the necessary redundancy and fault tolerance that is expected from a three-tiered<sup>1</sup> services based system.

Help Desk includes the provision of live Help Desk services including online availability and telephone services, as well as development of manuals, procedures guides, and/or other materials as appropriate to ensure high quality customer service. Proposers may recommend additional forms of assistance and availability. Help content must include such services as login and password assistance, instructions for use of the CITSS system, overview and guidance for general cap-and-trade operations, and referral to jurisdictional staff for technical assistance with program inquiries. Tracking of user requests, issues, and resolutions, is required. The Scope of Work provides a detailed description of Help Desk requirements.

Operational Support includes the personnel and activities required for the day-to-day operation of the CITSS system. Operational support includes personnel associated with computer operations and monitoring, including such activities as database administration, network operations, job control, scheduling, reporting, performance management, and data archival services. Operational Support includes an operations management and monitoring plan to control, analyze, and manage the CITSS and related operational environments at the agreed upon level of service.

Maintenance includes such recurring activities as correcting flaws, optimizing existing systems, maintaining currency of hardware, firmware, and software, and renewal of equipment maintenance agreements using substantially the same

---

<sup>1</sup> Three-tiered architecture, as defined by ANSI/TIA-942, is a redundant system in which the user interface (DMZ/Web), functional process logic (Applications), and computer data storage/data (Data) access are maintained as separate components and run on separate machines with appropriate security measures separating these components.

equipment, facilities, personnel, supplies, and software. The purpose of the maintenance activities is to assure the proper operational state of CITSS and to apply changes, modifications, and additions to application software and contractor-furnished equipment in a way that preserves application integrity and performance.

Security is an integral part of virtually every aspect of the requested services. This RFP requests a comprehensive security solution that includes hardware and software configuration, physical and cyber management and access policies, and intrusion testing to ensure maintenance of a secure environment, and sound human resource, administrative and management practices that ensure responsibilities are understood and records management is handled in accordance with high security protocols. High security protocols must be integrated in all service management, hosting, help desk, operational support, and maintenance services.

## **II. SCOPE OF WORK**

This RFP stipulates minimum requirements that are required in proposals submitted in response to the RFP. However, in addition to the required minimum requirements, Proposers may suggest additional approaches that should be considered, or alternative configurations that would better achieve the project objectives. Such information should be presented in a separate section in the proposal, but not included in the cost sheet or other required components of the proposal that are standardized for comparative purposes.

For the purposes of this RFP, “Proposer” and “Bidder” refer to parties that submit a proposal in response to this RFP. The term “Contractor” refers to the party that is ultimately selected to provide the services described in this RFP. The term “Work” refers to the activities conducted by the Contractor to fulfill its duties and obligations in connection with the Agreement.

### **A. SERVICE MANAGEMENT**

The Contractor’s hosting, help desk, operational support, maintenance, and security solutions must comply with the following service management requirements:

#### **1. Service Delivery Manager**

- a. The Contractor must designate a Service Delivery Manager to manage the delivery of in-scope services to WCI, Inc., and to ensure to the greatest degree possible that the agreed upon levels of service are met. Change of the Service Delivery Manager during the life of the Contract shall be subject to approval by WCI, Inc.
- b. The Service Delivery Manager will be the primary point of contact between the Contractor and WCI, Inc. WCI, Inc. shall be the primary channel for communication regarding the services provided under this contract.

WCI, Inc. may designate jurisdictional representatives/staff to communicate directly with the Service Delivery Manager on an as needed basis.

- c. The Service Delivery Manager or acting alternate must be available to provide support to WCI, Inc. during normal business hours (7:00 a.m.-4:00 p.m., Pacific Standard Time (PST), Monday through Friday, excluding holidays that are recognized by both the U.S. and Canada.). At the discretion of WCI, Inc., normal business hours may be adjusted as needed to better serve the needs of the program. The Service Delivery Manager should also be available as needed during events that may result in significant unscheduled disruption of CITSS operations.
- d. The Service Delivery Manager will work with WCI, Inc. to establish and maintain a working governance model between the Contractor, WCI, Inc., and the Participating Jurisdictions.
- e. The Service Delivery Manager will be responsible for overall quality of the services provided.

## **2. Staffing**

- a. The Contractor shall designate and manage Key Personnel responsible for each service area required in the Scope of Work. Key Personnel includes the Project Manager, Service Delivery Manager, and the two staff persons with the greatest responsibility to fulfill the duties and obligations in each Service Area, including at a minimum:
  1. Hosting
  2. Operational Support
  3. Help Desk
  4. Maintenance
  5. Security
- b. In addition to the Key Personnel, the Contractor shall, at all times, provide adequate staffing to deliver the services and meet the agreed upon levels of service.

## **3. Continual Service Improvement**

The Contractor must develop and implement a Continuous Improvement Plan to improve service delivery through suggestions, comprehensive reporting, and dialogue with WCI, Inc. As discussed under Service Levels later in this section, service level metrics must be consistent with industry standards and best practices. Service Level Agreements will be negotiated as part of the Contract.

- a. The Contractor must develop a plan that defines the strategy to implement a Continual Service Improvement process, conforming with agreed upon levels of service.

- b. The Contractor shall work with WCI, Inc. to establish a user group that can provide input to the Continual Service Improvement process.
- c. The Contractor shall develop a performance improvement plan for services that do not meet agreed upon service levels for two consecutive months.

#### **4. Transition-In Services**

The CITSS application is being developed by SRA. Application development will continue beyond the date that the application is migrated to the Contractor's environments. Migration of the CITSS application to the Contractor's environments must be completed in time to support online user registration as early as April 2012. SRA will continue development of subsequent releases of the CITSS application scheduled to be completed no later than September 2012.

- a. The Contractor will coordinate with WCI, Inc. and SRA in transition of the CITSS application from SRA's environments to the Contractor's environments. The transition of the CITSS to the Contractor's environments may occur in phases. Application development by SRA of the subsequent releases may continue in SRA's environments or be moved to the Contractor's environments, to be determined in consultation with WCI, Inc., SRA, and the Contractor. The Contractor must prepare a Transition-In Plan documenting the process and responsibilities.
- b. SRA will deploy the CITSS application in several releases. The Contractor will not assume responsibilities for application development until a mutually agreed upon date between WCI, Inc., SRA, and the Contractor. SRA is scheduled to deliver the fully completed and functional CITSS application by September 2012. During the transition-in period, the Contractor will be responsible for non-application development services, notably the training, production, and user test environments, and will coordinate with SRA to ensure security and functionality of the releases. The Contractor will assume responsibility to provide System Enhancements and Minor Modifications after the agreed upon date.
  - 1. The CITSS application is being developed on the RIDGE™ software owned by SRA and subject to license restrictions. SRA retains the intellectual property rights to their platform and all future modifications to it commissioned by WCI, Inc. The hosting contractor will be required to sign a free Source Code License Agreement with SRA. Source code created as system enhancements and minor modifications to the CITSS application will be the property of SRA.
  - 2. The Contractor must work with WCI, Inc. to support proper alignment of the CITSS environment hosting, help desk, operational support, and maintenance needs, including a security solution to ensure



maintenance of a secure environment for service management, hosting, help desk, operational support, and maintenance services.

3. In providing all services, the Contractor must adhere to applicable industry guidelines and industry standards such as those contained in the Information Technology Infrastructure Library (ITIL), International Organization for Standardization (ISO) and by the International Electrotechnical Commission (IEC) 20000, Control Objectives for Information and related Technology (CoBIT), and National Institute of Standards (NIST). Applicable industry standards that must be adhered to are listed in Attachment J. In the event no applicable standard exists, the methodology and processes used in the analysis and creation of the Contractor's deliverables must be approved by WCI, Inc. prior to use and described in the final deliverable. Any alternate "equivalent" standard proposed must be accompanied by a rationale for use of the alternate and be accepted by WCI, Inc.
4. The minimum acceptable level of IT standards are identified in Attachment J as Required Industry Standards and U.S. Federal Standards.

## **5. Transition-Out Services**

- a. The Contractor must work with WCI, Inc. and another vendor(s) selected by WCI, Inc., if applicable, at the conclusion of the Contract, to smoothly transition CITSS to another service provider, including training and knowledge transfer.
- b. The Contractor must provide a Contract Closeout and Turnover Plan that details the requirements of WCI, Inc. or another vendor to successfully take over services at the conclusion of the Contract. The Contract Closeout and Turnover Plan must include:
  1. Estimated number of transition hours.
  2. Technical requirements.
  3. System documentation.
  4. Security during transition.
  5. Data transition.
  6. Skill requirements.
- c. The Contractor must provide recommendations for specialized training for WCI, Inc. or another vendor to successfully take over maintenance and operation of the system.
- d. Contract Closeout and Turnover Plan will be due to WCI, Inc. six (6) months prior to the expected termination of the Contract, or three (3) months after notification by WCI, Inc. that the Contract will be terminated.

## **6. Service Levels**

Service levels shall be defined to evaluate and monitor system operations and the overall delivery of services under this contract. Services levels will provide metrics for such things as server load(s), network performance, system uptime, help desk services, customer service and satisfaction, and/or resolution of issues. A draft Service Level Plan that recommends items to be monitored and service level expectations is required in the response to this RFP. Service level metrics should be consistent with industry standards and best practices. Service Level Agreements will be negotiated as part of the Contract and documented in the Service Level Plan prepared by the Contractor.

## **7. Onboarding of Additional Jurisdictions**

California and Quebec are scheduled to implement their respective cap-and-trade programs in 2012. British Columbia has not announced an implementation date of their cap-and-trade program. The services provided by WCI, Inc. can be expanded to support additional jurisdictions that may join in the future. Service Management includes coordination with WCI, Inc. to accomplish onboarding of new jurisdictions into the CITSS. The Contractor will provide support for onboarding, including uploading of data, to the extent that onboarding consists of services being provided under contract with WCI, Inc. The Scope of Work in this RFP limits the level of customization of systems or software to system enhancements and minor modifications defined in the Scope of Work. Should there be a need for a greater amount of customization, WCI, Inc. retains the option to negotiate with the Contractor to modify the contract accordingly.

## **B. HOSTING SERVICES**

Security requirements that affect the hosting configuration are identified in Section II.F.

### **1. General Hosting Services**

- a. The Contractor must develop, implement, and maintain a Master CITSS Hosting Management Plan that describes the approach and procedures for all in-scope services. This Master Plan may include or reference other, more detailed plans or procedures necessary to host the CITSS. The Plan and procedures must be reviewed and updated annually, at minimum, and approved by WCI, Inc. prior to use. The Contractor shall specify all hardware, software, automation tools, and services required to host the CITSS development, build, test, training, pre-production (UAT), and production environments at a Contractor site with managed services.
- b. The Contractor must provide all of the central data processing resources, including system architecture, hardware, software, automation tools, and services necessary to meet the CITSS operating requirements.

- c. The Contractor must provide email capabilities that allow notifications from the CITSS to end users, administrators, and other appropriate parties.
- d. The Contractor must provide a CITSS production operating environment that will support all services described in the Scope of Work and will satisfy all CITSS functional, non-functional, and performance requirements.
- e. The Contractor must provide hosting site redundancy, located in separate geographic locations in North America that are unlikely to be affected by a single natural disaster. This redundant hosting must support redundancy in application and data that will adhere to all Service Continuity and Disaster Recovery requirements defined by the Operational Support Services section of this document and meet agreed upon service levels.
- f. The Contractor must propose the most effective and efficient way to provide the required production and non-production environments to meet the service requirements. This may include a combination of physical and virtual environments. If virtualization or shared hosting is proposed, the Contractor must implement security requirements specific to virtual machine environments as described in the Scope of Work.

## **2. Architecture**

- a. The Contractor's solution must support the application and database environment specifications as described herein.
- b. The Contractor must provide a secure and managed architecture environment that adheres to the ANSI/TIA-942 concept of Tier 3 Hosting / Data Center.
- c. The Contractor must provide a multi-tier model architecture. The minimum architecture environment must be 3-tier with firewalls separating each security tier (zone). The preferred architecture includes a reverse proxy server placed in the demilitarized zone (DMZ) before the web servers as an additional layer of security. Refer to architecture diagrams included in Attachment J.
- d. The Contractor must provide a nonproprietary "open" architecture that allows for the adding, upgrading, and replacement of components, and the addition of new technologies. The architecture shall use Internet Protocol version 6 (IPv6) and support future protocols and services.
- e. The Contractor must design the system architecture as Extensible Architecture in a way that incorporates provisions for new technologies to be applied without major modifications to the CITSS.
- f. The Contractor must ensure that all environments other than the production environment are isolated from production data.
- g. The Contractor must provide services and functionality to support interfacing systems. The Contractor must define the services, certificates,

and ports necessary to implement interfacing. Anticipated initial batch interfaces include:

1. Auction and Reserve Sale Operator.
2. California Green House Gas Reporting System.
3. Exchange/clearing entities.
4. Other compliance instrument accounting systems (e.g. XML reporting of CITSS balances to covered entity accounting systems).

### **3. WANS/LANS**

- a. The CITSS environment must allow for remote access for external application stakeholders and to other cap-and-trade program related systems.
- b. Wide Area Networks (WANs) must be used to connect multiple CITSS related system Local Area Networks (LANs).
- c. The CITSS environment must be capable of being connected to via remote workstations and be capable of accessing network printers over the LAN.
- d. The CITSS environment must support communications between administrative/management workstations and any enterprise server.
- e. The CITSS environment must include support to process message requests received via the Internet.
- f. The network architecture must provide internal (routers, switches) and external (Internet Service Provider, ISP) network redundancy for all critical services.

### **4. System Performance**

#### **a. Availability**

The Contractor shall ensure to the greatest degree possible the solution is available to system users within the agreement parameters specified below.

1. Availability: The solution is deemed 'available' when all components are functionally supporting WCI, Inc.'s business processes with no adverse impact to business continuity (i.e., no adverse impact to timing, quality, or efficiency of business processes).
2. Percentage Availability ('uptime'): 'Percentage availability' is calculated as: 
$$\frac{[(\text{Hours a component is supposed to be Available}) - (\text{Hours a component is not Available})]}{(\text{Hours a component is supposed to be Available})}$$
3. Overall Percentage (%) 'Uptime' Availability: The solution shall be 99.982% available overall, when calculated on a 24 hours, 7 days a

week, 365 days a year basis (i.e., including all scheduled and other outages).

4. **Percentage End-User Availability:** The solution shall be 99.99% available to system end users when calculated on a 20 hours, 6 days a week, 365 days a year basis (i.e., including all scheduled and other outages). End User Availability hours shall be Monday-Saturday, 2:00 a.m.-10:00 p.m. PST.
5. **Overall Percentage (%) Uptime Availability and End User Uptime Availability** shall be measured against the identified target on a monthly basis.
6. **Additional availability exceptions:** The solution shall also be available during specified periods outside of the 'standard availability' window. WCI, Inc. shall inform the Contractor of these exceptions no less than two business days in advance.
7. The Contractor must broadcast notification of system downtime to internal and external stakeholders prior to making the CITSS unavailable. The Contractor and WCI, Inc. must agree on downtime periods prior to a scheduled or a non-scheduled downtime for issuing a notification.
8. In the event that WCI, Inc. takes measures to forcefully shutdown the system in the event of the detection of fraud or other transgression, such downtime shall not be considered in the system availability calculation.

**b. Adaptability**

1. The Contractor's system and hosting environment must be able to accommodate twice the expected transactional caseload anticipated at delivery time.
2. Initially, data will be submitted through an automated batch process. The estimated volume of submitted data is 25 MB per day for most working days throughout the year. An estimated 500 MB per day for a period of one week per year could occur as a result of annual accounting.
3. As currently estimated, the CITSS equipment must have capacity to accommodate 50 MB per day with a peak volume as high as 1 GB per day for five days a year. These estimates will be adjusted based on volumes observed during the operation of CITSS.

**c. Scalability**

The Contractor's system and hosting environment must be able accommodate the following:

1. The environment must meet growth and expansion needs that meet or exceed agreed upon service levels.
2. The environment must allow scaling of hardware to meet a four (4)-fold growth in transaction execution and external system connections during the initial 6-year contracting period.
3. The environment must allow scaling of software to meet a four (4)-fold growth in functionality as expressed in function point metrics.
4. The Contractor will assist WCI, Inc. to define how to accommodate interfaces with future cap-and-trade program components (such as an Offsets Projects Information Database).
5. The Contractor's solution must accommodate the addition of new jurisdictions that may join WCI, Inc.

**d. Transactional Processing Determination**

1. The Contractor must define measurement points for determining external response times.
2. Based on operational data, the Contractor must analyze and determine the volume and type of transactions the CITSS will need to handle to meet its adaptability and scalability requirements. This information will supersede estimates provided in the RFP. The Contractor must provide WCI, Inc. with the data and the analysis used for determining the volume and type of expected CITSS transactions.

**e. Performance Monitoring, Measurement, and Reporting**

Monitoring and reporting services are the activities associated with the ongoing system health checks, status reporting, and problem management (ongoing surveillance, tracking, escalation, resolution, and tracking of problems) of application support activities. The Contractor shall propose means of measuring and reporting service levels, subject to the approval of WCI, Inc.

1. The Contractor must prepare and implement a Performance Management Plan approved by WCI, Inc. The plan must include performing the following, including delivery of a related Performance Analysis and Demonstration Report:
  - a) The Contractor must determine and analyze the volume and type of batch transactions that occur, and make recommendations to meet or improve adaptability and scalability requirements.
  - b) The Contractor must prepare a monthly Incident Report that identifies service incidents and resolutions.
  - c) The Contractor shall maintain change logs for all system and application processes.

- d) The Contractor must perform analyses, recommend system performance metrics, provide performance forecasts, suggest alternatives and conduct performance and capacity measurements. These tasks must be completed early in the development phase as part of the proof of concept, the feasibility study, or any equivalent process that the Contractor's life cycle methodology calls for.
- e) The Contractor must provide performance and capacity measuring tools and must measure and demonstrate to WCI, Inc. that the services meet specified performance and capacity requirements. The results shall be provided to WCI, Inc. in a monthly Service Level Performance Report.
- f) The Contractor must conduct the performance and capacity measurements and demonstrate on a test system(s) that uses the same hardware, software, and configuration as the production environment.
- g) The Contractor must demonstrate that the architecture is capable of interfacing with equivalent, multiple, and external systems.
- h) The Contractor must provide a non-production environment, that mirrors the production environment, that includes instrumentation or tools sufficient to support quantitative performance measurements, including but not limited to:
  - 1) System efficiency.
  - 2) Response time.
  - 3) Capacity.
- i) The Contractor must provide documented methodologies for performance measurements including, but not limited to, the following:
  - 1) CITSS availability.
  - 2) CPU utilization.
  - 3) I/O utilization.
  - 4) Network utilization.
  - 5) Disk utilization.
  - 6) Transaction volumes.
  - 7) Response time measurements.
- j) The Contractor must define for WCI, Inc. the performance measurement and estimating tools it will use to estimate and measure performance. This should include, at a minimum, any documentation or licensing information.
- k) The Contractor's performance tests must be appropriately designed to benchmark each tier and end-to-end system processing.

- l) The Contractor must provide monthly service-level performance reports against each Service Level Agreement, including trends for each and summary view.
- m) The Contractor must develop performance improvement plans for services that do not meet agreed upon levels of service for approval by WCI, Inc.
- n) The Contractor must provide mutually agreed to reports to enable invoice reconciliation.
- o) The Contractor must provide mutually agreed to reports that represent general health of environments (e.g., number of stranded transports, patches not yet applied) as well as reports that represent demand fulfillment in end-customer terms (e.g. defect corrections/change requests that have slipped against commitment; backlogged defects/change requests; Priority 1, 2, and Priority 3 defects to be defined).

## **C. HELP DESK SERVICES**

### **1. General Requirements**

The Contractor's Help Desk configuration and services must comply with the following general requirements:

- a. The Contractor must develop, implement, and maintain an approved Help Desk Plan and Help Desk Operating Guide.
- b. The contractor must provide a monthly summary of help desk operations, requests, incidents, and resolutions. The help desk performance metrics will consist of standard industry practices, to be negotiated with WCI, Inc.
- c. The Contractor must provide technical support for the system and application related to general application use, and remediation of technical issues within the application. Business support will be provided by WCI, Inc. or affiliated jurisdictions. Responsibility for application issues will be commensurate with transition of the CITSS application releases from SRA at the date(s) agreed upon by WCI, Inc., SRA, and the Contractor.
- d. The Contractor shall implement, staff, and maintain a Help Desk support capability for managing all Service Requests and Service Incidents identified by system users or WCI, Inc. staff. The Help Desk support capability shall be a formalized procedure, required for all users, and spanning all issues/concerns.
- e. Help Desk services and customer service materials must be available in English and French.
- f. Help Desk services must incorporate reasonable accommodations for disabled accessibility.



- g. The Contractor must coordinate with WCI, Inc. to refer any questions or service requests that are related to the program operation and are outside the services provided by the Contractor.

## **2. Help Desk Availability**

- a. The Contractor must provide live Help Desk service twelve (12) hours per day, Monday-Friday, excluding holidays that are recognized by both the U.S. and Canada. The hours of operation will be during North American business hours, to be determined mutually between Contractor and WCI, Inc.
- b. The Contractor must at a minimum provide live telephone support, and the ability to accept and respond to Help Desk Service Requests and Incidents via email or other on-line submission. In addition, the Contractor may propose other avenues for Help Desk support (e.g., on-line user guides, knowledge base, live chat support).

## **3. Service Requests and Incidents**

- a. Service Requests are defined as requests for new or modified service, and may include such things as requests for information, requests for change, or other routine requests not related to the performance of the service.
- b. A Service Incident is defined as any event that is not part of the standard operation of a service and causes, or may cause, an interruption to, or a reduction in, the quality of service.
- c. The Contractor must ensure to the greatest degree possible that Help Desk requests are addressed and the actions planned and taken are reported to the originator of the requests (Support Ticket generation, Prioritization, and Resolution.)
- d. Service Requests must be handled as they are received and resolved immediately with the end user. Any Service Request that cannot be handled in this manner will be considered a Service Incident to be handled based on the process described below.
- e. The Contractor must ensure to the greatest degree possible that all Help Desk requests are recorded and monitored until resolved.
- f. The Contractor must provide and set-up Help Desk tracking and problem management software. The Contractor must specify the tool to be used. All data captured within the tool will be property of WCI, Inc.
- g. The Contractor must provide a process to record after-hours Service Requests for next business day prioritization.

#### 4. Incident Management Workflow Steps

- Step 1. Incident recording/classification: The user shall provide a detailed description of the incident, business function the incident relates to, source (user), and relevant technical details. The user will also classify the issue according to priority (see below). The user shall receive immediate confirmation that the incident is recorded correctly and completely.
- Step 2. Contractor Response: The Contractor shall perform an initial assessment of the incident and provide to the user an initial response according to the responsiveness requirements identified below. The Contractor shall indicate if further research is needed and the next steps/timing in conducting that research. All research and related documentation shall be posted to the incident tracking log.
- Step 3. Assign/Escalate: The Contractor shall assign the issue to an appropriate technical resource so that the issues are resolved within the required responsiveness requirement. Escalation shall be posted to the incident tracking log.
- Step 4. Collaborative Research: The Contractor shall work closely with the user, as may be needed, to further research/evaluate the incident, possible causes, and mitigation. The Contractor shall post relevant notes to the incident tracking log. Note: For Service Level incidents, collaborative research is anticipated to confirm the incident represents a Service Level Agreement deficiency. In addition, an analysis of the root cause is required to determine whether or not the Contractor, WCI, Inc. or a third-party was responsible for the deficiency.
- Step 5. Contractor Resolution: The Contractor shall identify a suggested resolution to the issue in accordance with the responsiveness requirements. The suggested resolution shall be documented fully within the tracking log. Upon approval from WCI, Inc., if applicable, the Contractor shall implement the resolution, update the incident tracking log, knowledge base, self-help forums, and documentation including clearly defining any changes to procedures or roles to help prevent the issue from recurring.
- Step 6. Joint Prioritization of 'Minor' incidents: For incidents classified as 'Minor' (see below), the Contractor shall work collaboratively with WCI, Inc. in deciding on the resolution priority, approach, resources, and timing.

#### 5. Technical Capabilities

- a. The Contractor must provide the capability for the Help Desk software to interface with the network management and control system to automate the

identification process of any network node and to support software distribution as needed.

- b. The Contractor must provide the capability for the Help Desk software to access audit trails and history of data changes.

**6. Priority, Response, and Resolution of Service Incidents**

- a. The following priority classifications shall be supported. Note: an issue may be reclassified to a higher or lesser priority based on research:
  - 1. Critical – The user will classify an incident as ‘Critical’ in cases where (a) the incident has significantly impaired business operations or caused a work stoppage and (b) there is no acceptable resolution.
  - 2. Important – The user will classify an incident as ‘Important’ in cases where (a) the incident has significantly impaired business operations or caused a work stoppage and (b) there is an acceptable resolution.
  - 3. Minor – The user will classify an incident as ‘Minor’ in cases where (a) the adverse business impact is perceived as a minor inconvenience.
- b. Incident Response and Resolution Goals
  - 1. Incident Response and Resolution Goals are identified in the following table. These are subject to modification as part of the service level agreements negotiated with the Contractor.

<b>Incident Response and Resolution Goals</b>		
<b>Status</b>	<b>Response Goal</b>	<b>Resolution Goal</b>
<b>Critical</b>	15 minutes	2 business hours
<b>Important</b>	2 business hours	2 business days
<b>Minor</b>	1 business day	Work collaboratively with WCI, Inc. in the decisions/priority/timing regarding ‘Minor’ Incidents.

- 2. The Contractor shall specify an escalation process to address any Service Incidents that are not resolved within the target resolution timeframe, and to address complaints about service.

**D. OPERATIONAL SUPPORT SERVICES**

Operational Support Services includes the activities associated with the continued use of applications of information technology. The purpose of Operational Support Services is to develop a CITSS operations management and monitoring program that can control, analyze, and manage the CITSS and related operational environments. This includes reporting, performance monitoring, and data archival.

In addition to the Operation Support Services requirements in this section, security requirements that apply to operational support are identified in Section II.F.

The Contractor must provide operational support and procedures for support of:

- a. Application, database, and system software.
- b. Hardware.
- c. Electrical equipment.
- d. Mechanical equipment.
- e. Tools and simulation/performance models.
- f. Telecommunications equipment.

## **1. Operational Support Plan and Operations Manual**

The Contractor must develop and maintain a Master Operational Support Plan and an Operations Manual that describe the approach and procedures for all in-scope services. The plan and procedures must be reviewed and updated, at a minimum, annually, and approved by WCI, Inc. prior to use. This “master” document may include or reference other, more detailed plans, procedures, or manuals necessary to operate the CITSS and support environment.

The Master Operational Support Plan and the Operations Manual must describe all key operational support processes and, at minimum:

- a. Provide a Software Summary section to describe software application, software inventory, software environment, software organization and overview of operation, contingencies and alternate states and modes of operation, security and privacy protection, and assistance and problem reporting.
- b. Describe error messages or other indications accompanying problems and the automatic and manual procedures to be followed for each occurrence.
- c. Define the strategy, objectives, standards, and procedures to be used in the operation process.
- d. Describe the plan for operational testing.
- e. Describe specific standards, methods, tools, actions, procedures, and responsibility associated with the operation of processes and software.
- f. Describe the personnel and staff management process.
- g. Describe the key IT service management processes and activities including, for example, service continuity management, information security management, and data retention and archiving.
- h. Describe key process dependencies and assumptions.
- i. Address each of the key areas of operational support and provide specified documentation as described under Operational Control and Monitoring,

Backup and Recovery, Data Archival, Service Continuity Management and Disaster Recovery, and Transition Services.

## **2. Operational Control and Monitoring**

The Contractor must document and plan for operational control measures that will include, at a minimum:

- a. Diagrams and descriptions showing the dynamic relationship of operational components and key risk and control points between these operational components. The Contractor must provide an appropriate diagram for each process, interaction or flow (process diagrams, dataflow diagrams, system diagrams.)
- b. Description of how operational components will interact during CITSS operation, including, as applicable: data flow, dynamically controlled sequencing, state transition diagrams, timing diagrams, priorities among components, handling of interrupts, timing/sequencing relationships, exception handling, concurrent execution, dynamic allocation/de-allocation, dynamic creation/deletion of objects, processes, tasks, and other aspects of dynamic behavior
- c. Monitoring tools, techniques, and procedures for high risk, and key control area as approved by WCI, Inc.
- d. Measures required to forcefully shutdown and recover the system in the event of the detection of fraud or other detected transgression.
- e. Network hardware and software monitoring services and tools (e.g. Cisco Works and Transcend) to monitor the CITSS.
- f. Monitoring system that has the flexibility to add monitoring triggers that can generate real-time alerts based on the CITSS exceeding expected transactional ranges due to abuse, fraud, or market instability.

## **3. Backup and Recovery**

- a. The Contractor must protect the CITSS using tools, equipment, and procedures, including, but not limited to, backup and recovery from system failure.
- b. The Contractor must provide a backup and restore process for the CITSS databases that will be simple, certain, and not adversely impact the system availability requirements.
- c. The Contractor must ensure to the greatest degree possible that backup of the CITSS does not require operator intervention at any CITSS site, with the exception of inserting a tape or other storage medium.
- d. The Contractor must provide a Backup and Recovery Plan for establishing back-up and recovery of systems and operations that will support:

1. Back-up and recovery operations procedures.
  2. A schedule of system and data backup routines to support the needs of data retrieval requirements and constraints.
  3. Recovery Point Objectives to describe acceptable amounts of loss data, to be defined in conjunction with WCI, Inc.
  4. Paths for responding to a disaster documenting contacts and order of contact and/or escalation.
- e. The Contractor must provide a plan for establishing an alternative site and must, at a minimum, provide a means for managing voice and data communications.
- f. The Contractor shall perform scheduled data, application, and system backups as specified in the operations procedures and ensure to the greatest degree possible that backup media are properly stored, rotated on schedule, and replaced appropriately.
- g. The Contractor shall maintain records of back-ups including logs of all back-up activity, rotation of back-ups, and usage/rotation/location of back-up media and records.
- h. The Contractor must support, plan for, and ensure to the greatest degree possible that:
1. The CITSS has the capability of restoring operation following a non-disaster system failure.
  2. The CITSS provides the ability to select either automatic or manual notification of system recovery.
  3. The CITSS has automatic system recovery notification including, but not limited to, remote pager and email.
- i. The Contractor must support, plan for, and ensure to the greatest degree possible that CITSS restart capability includes:
1. Restoration of all system files to their state of completion as of the last fully processed transaction.
  2. Restoration of databases to their state of completion as of the last fully processed transaction.
  3. Restoration of internal databases to the state they were in before the failure.
  4. Restart of communications and associated applications.
  5. Broadcast of a notification to all active devices that the CITSS is operational.

#### **4. Data Archival**

- a. The Contractor must develop and submit a complete and comprehensive Data Archival Plan for WCI, Inc. approval.
- b. The Contractor shall follow system archiving procedures to capture data to be archived to permanent storage media as required to maintain proper system functioning or as scheduled in the system operating procedures (whichever occurs first).
- c. The Contractor shall ensure to the greatest degree possible that archived media are properly logged and maintained and that archived data is viable and accessible throughout the required archive retention period for the data.
- d. The Contractor must maintain all transactional and financial data for a minimum of 7 years in a manageable and accessible fashion that will allow for ad-hoc reporting spanning both current production and archived data. At the end of the seven year data retention period, or upon termination or transition of contracted services, system data must be turned over to WCI, Inc.
- e. The Contractor must provide access to raw and derivative data that will allow for easy summarization, roll-ups, and pivots of transactions.

#### **5. Service Continuity Management and Disaster Recovery**

- a. The Contractor shall establish, implement, document, and demonstrate a robust Service Continuity and Disaster Recovery Plan to ensure to the greatest degree possible that agreed facilities, services, and resources can be restored to operational status within a mutually agreed upon period and level of availability in the event of a service interruption. The Service Continuity and Disaster Recovery Plan shall address risks to the operation of the system and plans to manage and mitigate those risks to maintain service continuity. The Plan shall include provisions for backup facilities, utilities, staffing, and telecommunications. At least once a year, the Plan shall be reviewed and approved by WCI, Inc.
- b. The Contractor shall design the system so that, in the event of a single CITSS network failure, all in-transit transactions and messages are delivered to safe storage.
- c. The Contractor shall design the system to provide for a single point, forceful termination and resumption of services to limit the potential impact of fraud or other defined transgression.

#### **E. MAINTENANCE SERVICES**

Application maintenance services are the activities associated with repairing defects and developing minor functional enhancements for production application programs

and systems. In addition to the maintenance requirements in this section, security requirements that affect maintenance are identified in Section II.F.

### **1. Master Maintenance Plan and Procedures**

- a. The Contractor must develop, implement, and maintain a Master Maintenance Plan and Procedures that describe the maintenance approach for all in-scope services. The plan and procedures must be reviewed and updated, at minimum, annually and approved by WCI, Inc. prior to use. This “master” document may include or reference other, more detailed plans, procedures, or manuals necessary to maintain the CITSS and environment. The Contractor’s Master Maintenance Plan and Procedures must include, but should not be limited to, the following:
  1. System administration.
  2. Application and system software.
  3. Hardware.
  4. Documentation.
  5. Electrical equipment.
  6. Mechanical equipment.
  7. Tools and simulation/performance models.
  8. Telecommunications equipment.
  9. Address each of the key areas of maintenance support and provide specified documentation as described in Maintenance Periods, Corrective and Emergency Maintenance, Preventive Maintenance, Adaptive Maintenance, Perfective Maintenance, System Enhancements and Minor Modifications, Operational Testing, Modification Deployment, Change Management, Software Configuration Management, and Documentation.

### **2. Maintenance Periods**

- a. All maintenance services that would impact system availability will be conducted during planned nightly or weekend maintenance windows to be agreed to with WCI, Inc. and documented in the Master Maintenance Plan and Procedures.

### **3. Corrective and Emergency Maintenance**

- a. The Contractor shall provide documentation of the repair of defects to ensure applications that are in production provide the required functionality and meet agreed upon service levels. Full recovery is to be completed unless otherwise approved by WCI, Inc. and is to cover files/deliverables, such as:



1. User interface changes.
  2. Changes to system interfaces.
  3. Application functional changes.
  4. Recommend database changes related to enhancements.
  5. Modification to standard query structure.
  6. Report development.
- b. Depending on their severity, defect corrections shall be completed in a timeframe established for Help Desk Services for Emergency or Priority incidents.
  - c. The Contractor must analyze help desk reports, defect reports, and software change requests for their impact on the organization, the existing system, and the interfacing systems.
  - d. The Contractor must attempt to verify the defect by replication or other appropriate means.
  - e. The Contractor must consider alternatives and recommend a solution or software change as required.
  - f. The Contractor must document the problem or defect analysis and deployment alternatives.
  - g. The Contractor must obtain approval for the selected defect resolution or provide an alternative.

#### **4. Preventive Maintenance**

- a. The Contractor shall perform Preventative Maintenance to cover events, which if not addressed proactively, could impact applications in production, such as:
  1. Changing business volumes.
  2. Upgrading or maintaining software releases as directed by WCI, Inc.
  3. Application of system patches consistent with approved Patch Management Procedures included in the Master Maintenance Plan.
  4. Proactive performance tuning.
  5. Proactive archiving.
  6. Pre-production execution simulation.
  7. Special testing for events, such as public holidays, end of financial year, end of calendar year, and daylight savings time.
- b. The Contractor must apply all updates and patches during scheduled maintenance windows as specified in the Service Level Agreement, depending upon scope and risk, to not negatively impact system availability.

## **5. Adaptive Maintenance**

- a. The Contractor shall perform Adaptive Maintenance activities to help ensure to the greatest degree possible that application performance is not affected by changes to interfacing applications, new applications or packages, and/or technical environment changes, which if not addressed proactively, could impact applications in production, such as:
  1. Upgrades of operating software.
  2. New/changed equipment.
  3. Interface changes.

## **6. Perfective Maintenance**

- a. The Contractor shall perform Perfective Maintenance activities to help ensure to the greatest degree possible that applications operate at peak efficiency with particular focus on areas such as:
  1. System CPU hours.
  2. General performance tuning.
  3. Storage space.
  4. Response time.
  5. Archiving.
  6. Database performance tuning.

## **7. System Enhancements and Minor Modifications**

- a. The Contractor must provide CITSS enhancements resulting from regulatory changes or legislative changes that affect required functionality in the CITSS, or as requested by WCI, Inc., to ensure effective operation of the regional cap-and-trade program.
- b. The Contractor shall provide Minor Modifications to the CITSS software. Minor Modifications shall be limited to modifications that have a low impact on the application and do not consume more than two person days for design, development, and testing.
- c. System Enhancements and Minor Modifications of the CITSS application will become the property of SRA as components of the proprietary RIDGE™ software, subject to SRA license agreement.
- d. System Enhancements and Minor Modifications shall be included in the budget at a level equal to fifteen percent (15%) of the Total Cost Offer.
- e. System Enhancements and Minor Modifications shall be approved and completed in a mutually agreed upon timeframe determined through the Change Management process.

- f. System Enhancements and Minor Modifications will be compensated on an hourly labor rate basis, to be identified in the response to this RFP and limited to the budgeted amount.
- g. Application development services beyond those identified in this Scope of Work could be requested, notably for customizations to accommodate the addition of jurisdictions to the CITSS, or development of capabilities to record and track offset projects. WCI, Inc. reserves the option to negotiate with the Contractor to provide such services at a later date as may be needed.

## **8. Operational Testing**

- a. The Contractor must work with WCI, Inc. to ensure to the greatest degree possible that system modifications and enhancements affecting either the CITSS or systems interfacing with the CITSS are comprehensively tested prior to deployment into the live, production environment.
- b. The Contractor must provide a clearly defined pre-production (UAT) environment that can be utilized by external users to test and accept system changes prior to moving into production.
- c. The Contractor must develop test environments for development, system-level performance, stress/load tests, and operational environment tests to support demonstration of performance, system operation and efficiency, and response times.
- d. The Contractor must demonstrate that any changes to the CITSS have not compromised performance or security with regular performance, security and penetration testing, and that any changes adhere to the stipulated security requirements.
- e. The Contractor must ensure to the greatest degree possible that during operation, the software code and databases initialize, execute, and terminate as described in the system documentation approved by WCI, Inc.

## **9. Modification Deployment**

As part of operational maintenance, the Contractor may be requested to implement minor modifications or system enhancements to the CITSS application. To ensure the integrity of the CITSS application, as part of the deployment:

- a. The Contractor must deploy software changes and upgrades using tools or scripts that will allow for consistency and reproducibility.
- b. In the event that a deployment fails, the Contractor must maintain the ability to promptly restore CITSS to the pre-deployment condition.
- c. The Contractor must document the development process subject to approval by WCI, Inc. The development process shall include, at minimum:

1. Test and evaluation criteria for testing and evaluating the modified and unmodified parts (e.g. software units, components, and configuration items) shall be defined and documented.
  2. Complete and correct deployment of the new and modified requirements.
  3. Regression testing performed at a level sufficient to ensure to the greatest degree possible that the original, unmodified requirements were not adversely affected.
  4. Documentation and delivery as required by the Agreement.
- d. The Contractor must use the approved development process to implement the modifications.
  - e. The Contractor must notify WCI, Inc. of all planned modifications, five (5) business days in advance of any modification being moved into production.
  - f. The Contractor shall provide Release Management associated with packaging of software changes into suitable releases as approved by WCI, Inc. Timing of releases could vary depending upon size and urgency of individual changes and associated risk levels.
  - g. The Contractor must maintain the CITSS software in a Version Control System that resides in a secure central site that is accessible only to authorized users.
  - h. The Contractor must provide for automatic (i.e. without local computer operator intervention) loading of modified application software from a central site with audit trails (configuration management, build management and deployment.)
  - i. The Contractor must support the CITSS and implement processes to ensure to the greatest degree possible that the application software updates to remote equipment does not overwrite or destroy non-application data on the equipment.
  - j. The Contractor must provide a complete copy of the CITSS audit databases each month to WCI, Inc. on a medium defined by WCI, Inc.

## **10. Change Management**

- a. Change Management activities include services required to appropriately manage and document (e.g., impact analysis, version control, library management, turnover management, build management, parallel development) changes to the application(s) and any hardware and firmware serving CITSS including services required to implement and document changes to the application development environment.
  1. The Contractor shall prepare a Change Management Plan that provides formal and documented Change Management Procedures, and defines the paperwork, tracking systems, and approval levels necessary to

authorize changes (e.g. a change to the scheduled end date for a particular work product).

2. Any changes to the baseline project plan or committed maintenance or enhancement dates must be managed by the Change Management process and approved by WCI, Inc.
3. As part of the Change Management process, the Contractor shall work with WCI, Inc. and Participating Jurisdictions in conducting Change Impact Analysis for proposed functional system enhancements.

## **11. Software Configuration Management**

- a. Software configuration management is the identification and maintenance of system components and the relationships and dependencies among them. Such activities include:
  1. Automatic capture and storage of application-to-component and component-to-component relationships.
  2. Maintenance of the history of those relationships and transformations required to appropriately manage and document (e.g., source control, version control, profiles, security plans) configuration changes affecting the application and its processing environment.
  3. The Contractor shall prepare a Configuration Management Plan that defines configuration management policies and procedures consistent with the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) Software Configuration Management Key Process Area (KPA), and shall perform configuration management activities throughout the development life cycle.

## **12. Documentation**

- a. The Contractor must maintain all CITSS system documentation for the life of the Contract.
- b. The Contractor shall recommend specifications and documentation format and content per SEI requirements.
- c. The Contractor shall provide and maintain the following system documentation, at a minimum:
  1. System specifications and documentation.
    - a) Specifications of hardware, software, and services the Contractor uses support the CITSS development, build, test, training, pre-production (UAT), and production environments, including a technical overview of the proposed CITSS environments.
    - b) A diagram(s) that details the relationships between key technical components.

- c) The system architecture design, based on IEEE 12207-1996, Standard for Information Technology – Software Life Cycle Processes, Paragraph 5.3.3, System Architecture Design, that includes a diagram of the hardware for the environments:
    - 1) Hardware location.
    - 2) Function of each hardware component.
    - 3) Connections between hardware components.
  - d) A table of the software components for the CITSS environments identifying where the software is installed, relating to the hardware components listed in the diagram above. The table must include:
    - 1) Product and release.
    - 2) Product location.
    - 3) Business purpose of component.
  - e) A table of automation tools for the CITSS environments. The table must identify where the tools are installed, relating it to the hardware components listed in the diagram above. The table must include:
    - 1) Product and release.
    - 2) Product location.
    - 3) Business purpose of the tool.
  - f) The data and application security architectures.
  - g) A top-level database design for the production environment.
  - h) Operational processing flow.
  - i) System installation, support, configuration, and tuning manuals.
  - j) Application hardware and system software requirements documentation.
  - k) Logical and physical data model.
  - l) End-User documentation.
  - m) System and application security procedures.
  - n) Standard operating procedures.
  - o) Updates and release notes.
- d. The Contractor shall maintain document version control for all documentation for which Contractor is responsible.

## **F. SECURITY SERVICES**

The Contractor must provide the service management, hosting, help desk, operational support, maintenance, and security services required in this Statement

of Work in conformance with industry standards and best practices for hardware, software, and network security commensurate with the sensitivity of the application and data (e.g. financial institution and banking industry practices).

- a. Contractor personnel with access to the hosting facility, data, or software shall be vetted through routine background security checks subject to acceptance by WCI, Inc.
- b. Employees, agents, and representatives of the Contractor and Subcontractor(s) will be required to sign the Conflict of Interest and Confidentiality Statement presented as Attachment H of the RFP.
- c. The Contractor shall perform a security assessment, and prepare provide and implement a defined and documented Security Plan that aligns with industry best practices (ITIL, ISO/IEC, CoBIT and NIST) no less frequently than annually. The provided services must meet or exceed the standards identified in Attachment J as Recognized Industry Standards and Practices, and U.S. Federal Standards.
- d. The Contractor shall prepare the Security Plan consistent with the NIST Standard 800-18 Guide for Developing Security Plans for Federal Information Systems.
- e. The Contractor's hosting environment, including hardware, software, and networks, must be hardened and in compliance with applicable ITIL, ISO/IEC, CoBIT and NIST standards. Hardening shall include, but not be limited to, keeping hardware, firmware, and system software current; using restricted accounts, password and access control, firewalls, antivirus, and intrusion-detection software; and disabling unnecessary components and ports. The environment must be managed in a secure fashion, and verified at regular intervals using security software and procedures consistent with current industry practice. The Contractor's hardening procedures must be documented in a Host Hardening Plan.
- f. The Contractor must maintain all servers with the most current available hot fixes, service packs, updates, and patches. Routine updates must be applied within the manufacturer's recommended timeframe during a scheduled maintenance window. Critical fixes to address security vulnerabilities must be assessed based on level of threat and applied either as an emergency or priority update. The timing and process for applying critical fixes shall be described in the Contractor's Annual Security Plan. Where the application of a critical security patch would cause an operational impact to the CITSS availability, the Contractor must alert WCI, Inc. and provide recommended mitigation control within 48 hours.
- g. The Contractor must use custom error messages to prevent revealing underlying application details (e.g., software versions, web services, etc.).
- h. The Contractor must provide an environment that can support all needed protocols, services, or schemes in a secure and managed fashion. This

should include capability to support protocols such as Lightweight Directory Access Protocol (LDAP), encryption schemes such as Pretty Good Privacy (PGP) or GNU Privacy Guard (GPG), secure services, including but not limited to: Secure Shell (SSH), SSH File Transfer Protocol (SFTP), Secure Sockets Layer (SSL), or managed Virtual Private Network (VPN). Additionally, the Contractor must provide the ability to restrict or filter any protocols or services that are deemed unnecessary or pose a security risk, such as Telnet, File Transfer Protocol (FTP), and Nontraditional Security (NTS).

- i. Contractor must provide transmission encryption using at a minimum a 128-bit randomly generated key. The encryption algorithm must meet or exceed the current industry standard of Triple Data Encryption Standard Algorithm (DES). However, organizations are encouraged to leverage the latest standard approved by the NIST, such as the Advance Encryption Standard (AES) for future implementations.
- j. The Contractor must use at a minimum a 128-bit encryption for all portable storage media i.e., CDs, DVDs, USB flash drives, tapes, removable hard drives, etc.
- k. The Contractor must ensure that proprietary and confidential WCI, Inc. information must be stored and transmitted in accordance with Federal Information Processing Standards (FIPS) 140-2 encryption standards.
- l. The Contractor must only use trusted cryptography libraries versus custom development.
- m. The CITSS will support Digital Certificates authentication, using an approved Certificate Authority. Self-signed certificates cannot be used for CITSS. The Contractor must ensure that Digital Security authentication is supported and maintained by the hosting solution.
- n. The Contractor must ensure that software will contain a versioning system for all major and minor updates.
- o. The Contractor must ensure that software will contain a listing of program changes incorporated in each version.
- p. The Contractor must ensure that software will contain a listing of any known security issues that have been remediated in current release.
- q. The Contractor must use current and regularly maintained antivirus on all Microsoft Windows operating systems or indirectly associated with CITSS including but not limited to management and monitoring stations.
- r. The Contractor must employ hardware firewalls between tiers, and use current and regularly maintained firewall software on all network devices.
- s. The Contractor must provide sufficient physical controls to secure access to the hosting equipment. These controls should include at a minimum security doors or fencing that have staffed kiosks or automated systems



that provide industry standard practices of authentication and logging for authorized users. These practices should include a secure, single point, badge, or login station and may include biometric verification. The hosting facility should provide a Closed Circuit Television (CCTV) system that captures external and internal facility activity, including the log in station. The CCTV system should provide sufficient tape storage and rotation to provide a video audit that can go back 30 days.

- t. The Contractor must provide the capabilities for event and transactional logging for the purposes of auditing. This includes applications, databases, operating systems, application level firewalls, and proxies. The tools and other resources should be capable of providing the means of determining the cause and source of unauthorized accesses and other incidents in a multi-tenant environment.
- u. The Contractor must provide Security Information and Event Management processes including detection, response, notification, analysis, and remediation. Included in these processes, the Contractor must define incident severity levels, the means of communicating various incidents and notification time frames for initial notification and follow-ups. These procedures must be reviewed and approved by WCI, Inc. before service deployment.
- v. The Contractor will provide third-party Intrusion and Penetration Testing prior to deployment and at key CITSS deployment steps. Following deployment, testing shall be conducted at least once a year throughout the life of the Contract. At a minimum, testing shall be performed in accordance with the Open Source Security Testing Methodology Manual (OSSTMM) methodology and NIST Special Publication 800-115, Technical Guide to Information Security Testing and Assessment, and as applicable, the practices set forth in the Open Web Application Security Project (OWASP) Testing Guide, Version 4 or later. Documentation of the testing, results, and corrections shall be provided to WCI, Inc.
- w. The Contractor must ensure that network management communications utilize a dedicated VLAN within each security tier.
- x. The Contractor must ensure that network devices (e.g. routers, switches, firewalls, appliances, etc.) are maintained at current vendor supported versions. Security patches must be applied using WCI, Inc. approved patch management procedures.
- y. As described under hosting, the Contractor may propose use of virtualized environments. If virtualization is proposed, the solution must support the architectural constructs of a three-tiered solution with the application layer and the database layer being virtualized by separate and dedicated physical servers. Virtual environment security practices shall include, but limited to:

1. Maintaining the currency of operating systems and applications on all virtual machines and on the host.
2. Ensuring that the number of applications running on a dedicated host shall be kept to an absolute minimum (e.g., Apache must run on dedicated host, SMTP must run on dedicated host, DNS must run on dedicated hosts, etc.)
3. Ensuring each Virtual Machine (VM) shall be firewalled and physically isolated from other VMs in other security tiers. Only allowed IP addresses and ports will be allowed through firewalls.
4. Ensuring network isolation to prevent VMs from connecting to each other if they do not need to interconnect. Inter-VM communication must use a separate network card on a different network address range.
5. Maintaining antivirus application for each VM and the host.
6. Using Internet Protocol Security (IPSEC) or other strong encryption for all communication between the hypervisor and the clients.
7. Prohibiting browsing the internet from the host computer.
8. Securing administrator and administrative accounts on the host computer.
9. Hardening the host operating system. Stopping or disabling unnecessary services.
10. Turning off or disabling un-utilized VMs on the host.
11. Securing the host computer to ensure that offline VMs are not accessible to unauthorized users.
12. Management interfaces (e.g., Hypervisor) must be isolated from user interfaces and must be accessed via a management VLAN.
13. Updating and keeping host hardware drivers current to optimize performance and eliminate vulnerabilities of outdated software.
14. Disabling hardware port technology that is not used on each VM.
15. Disabling USB for each VM.
16. Maintaining event log and security events for both the host machine and VMs.
17. Storage (e.g. SAN environment, etc.) cannot be shared between security tiers.
18. Ensuring each VM has a dedicated network interface card and IP address.
19. Ensuring acceptable hardware is limited to systems specifically designed to support virtual environments.

20. Operating each VM on a dedicated disk partition.
21. Using Network Access Control (NAC) as preferred process for network security.

## G. DELIVERABLES

The Scope of Work identifies deliverables referred to as plans, manuals, logs, or reports. Deliverables refer to the work products required to fulfill the duties and obligations in connection with the Agreement. For clarity, it should be recognized that some of these documents can be very brief, perhaps only a couple pages, while others will be more lengthy. It is not the intent of this RFP to require the production of unnecessary or excessive documentation. The documents should be prepared in as brief a format as necessary to convey the required information. Proposers should refer to the Scope of Work for a description of the contents of these documents. As indicated in the following list of Deliverables, most documents require review and updating on at least an annual basis.

<p><b>First Month</b> corresponds with the time required to establish Pre-Production and Production environments for CITSS.</p> <p><b>First 3-Months</b> corresponds to the Startup period designated to establish all Service Delivery requirements.</p> <p><input type="radio"/> Draft Document to demonstrate essential functionality</p> <p><input checked="" type="radio"/> Completed Document</p>	Proposal	First Month	First 3-Months	Monthly	Annually	Other
<b>Transition-In Plan</b>		<input type="radio"/>	<input checked="" type="radio"/>			<input checked="" type="radio"/> <sup>1</sup>
<b>Master CITSS Hosting Management Plan</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Configuration Management Plan		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
<b>Security Plan</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Security Assessment Report		<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>		
Host Hardening Plan		<input checked="" type="radio"/>			<input checked="" type="radio"/>	
Intrusion and Penetration Testing and Report		<input checked="" type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	<input checked="" type="radio"/> <sup>2</sup>
<b>Master Operational Support Plan / Operations Manual</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Backup and Recovery Plan		<input checked="" type="radio"/>			<input checked="" type="radio"/>	
Data Archival Plan		<input checked="" type="radio"/>			<input checked="" type="radio"/>	
Service Continuity and Disaster Recovery Plan		<input checked="" type="radio"/>			<input checked="" type="radio"/>	
<b>Help Desk Plan and Help Desk Operating Guide</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Monthly Request/Incident Report			<input type="radio"/>	<input checked="" type="radio"/>		
<b>Master Maintenance Plan and Procedures</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Change Management Plan			<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Patch Management Procedures		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Change Logs for system and application processes		<input checked="" type="radio"/>				

	Proposal	First Month	First 3-Months	Monthly	Annually	Other
<p><b>First Month</b> corresponds with the time required to establish Pre-Production and Production environments for CITSS.</p> <p><b>First 3-Months</b> corresponds to the Startup period designated to establish all Service Delivery requirements.</p> <p><input type="radio"/> Draft Document to demonstrate essential functionality</p> <p><input checked="" type="radio"/> Completed Document</p>						
<b>Performance Management Plan</b>		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Service Level Plan	<input type="radio"/>		<input checked="" type="radio"/>			
Service Level Performance Report			<input type="radio"/>	<input checked="" type="radio"/>		
Performance Analysis and Demonstration Reports		<input type="radio"/>	<input checked="" type="radio"/>		<input checked="" type="radio"/>	
Monthly Incident Report		<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>		
Performance Improvement Plan			<input type="radio"/>			<input checked="" type="radio"/> <sup>3</sup>
Continuous Improvement Plan			<input checked="" type="radio"/>		<input checked="" type="radio"/>	
<b>Contract Closeout and Turnover Plan</b> (Transition-Out Plan)						<input checked="" type="radio"/> <sup>4</sup>

1. The Transition-In Plan will be a living document until SRA delivers completed CITSS application.
2. Testing is required after major application release, change in hosting environment, or at least annually.
3. A Performance Improvement Plan is required following failure to achieve a Level of Service.
4. Contract Closeout and Turnover Plan is required 6-months prior to end of contract or upon notice that contract will be terminated.

### III. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of a proposal. It is the responsibility of the Proposer 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 and non-responsive, thus ineligible for award.

#### A. Key Action Dates

Below is the tentative 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 the issuance of a notice that will be posted on the WCI, Inc. webpage at <http://www.wci-inc.org/> .

Clarifications to the solicitation will only be issued prior to the due date and provided in the form of a notice posted on the webpage.

WCI, Inc. reserves the right to modify or cancel in whole or any part of this solicitation.

<b><u>Key Actions</u></b>	<b><u>Dates</u></b>	<b><u>Time</u></b>
RFP Available to Prospective Proposers	01/17/2012	N/A
Written Questions Submittal Deadline	01/24/2012	5:00 p.m.
Question Responses due from WCI, Inc.	02/07/2012	5:00 p.m.
<b>Final Date for Proposal Submission/Receipt by WCI, Inc.</b>	02/14/2012	<b>3:00 p.m. PST</b>
Complete Evaluation of Proposals	02/24/2012	
Contracts Approved & Executed	03/09/2012	N/A
Contract Complete (Term 6 years)	03/09/2018	N/A

Key Action Dates listed are estimates only, and subject to change at WCI, Inc.'s sole discretion. The date work begins will be considered to be different from the actual start date of the Contract/agreement. No work shall begin until all required approvals and signatures are obtained.

## **B. Questions Regarding RFP Requirements**

All questions or concerns related to the RFP requirements must be directed via email to:

Contact: Lydia Dobrovolny  
Email: [info@wci-inc.org](mailto:info@wci-inc.org)

Questions must be received by the Written Questions Submittal Deadline indicated in Key Action Dates above. Answers to all questions submitted will be in the form of a notice posted on the WCI, Inc. website at <http://www.wci-inc.org/> on or about the date indicated in the Key Action Dates. Please note that no other information will be binding upon WCI, Inc. Only information issued in writing as an official notice should be relied upon.

## **C. General Proposal Requirements**

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy 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.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section II, Scope of Work, Section III, Proposal Requirements (General) and Information, and Section IV, Proposal Requirements (Technical)) will not be considered and will cause a proposal to be rejected.

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

The purpose of this page is to provide in one location information needed by WCI, Inc. administrative staff. It must contain the following items:

    1. The title of the proposal, which must be the same as the title of the RFP.
    2. The number of the RFP.
    3. The date of the proposal.
  - b. Cover Letter / Letter of Commitment

This introductory letter must be provided as hard copy on the company's letterhead and include the following information and statements:

    1. The name and address of your company [NOTE: You may use a Post Office box, but must provide your company's street address for our records]; and,
    2. The name, title, and original signature of a company official.
  - c. Table of Contents
  - d. Summary

The summary shall be not be longer than one page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.
  - e. Technical Proposal

The details to be included in the Technical Proposal can be found in Section IV., Proposal Requirements (Technical). Elements of the Technical Proposal shall include:

    1. Minimum Qualifications.
    2. Project Management Plan.
    3. Methodology (Approach to Work).
      - a) The Methodology (Approach to Work) must include a description of the Proposer's experience in each of the six service areas identified in the RFP with a description of how the Proposer would provide the requested services within each service area.
      - b) Section II.G of this RFP identifies the Deliverables. A draft Service Level Plan describing key system components recommended for monitoring and appropriate level of service metrics, must be included in the Proposal. The remaining deliverables would be prepared by the Contractor at later dates after award of the Contract. The proposal must include a brief description of how the

Proposer, if selected as Contractor, would organize each report, highlighting the key contents and components.

4. Work Plan and Work Schedule.
5. Personnel.
6. References.
7. Cost Proposal.

#### **D. Submission of Proposals**

1. The proposal must be submitted in English or French.
2. The proposal must be submitted in electronic format on a “write once” CD-R disc with the session closed. The CD-R disc shall be formatted using Compact Disc File System (CDFS) consistent with International Organization for Standardization (ISO) 9660 standard.
3. The proposal must be a single file and not multiple files on the disc. The file format must be Portable Document Format (PDF, ISO 32000-1) The format must be text searchable and not a scanned or “image only” document.
4. The disc label shall identify:
  - Proposer Name (Agency, Firm, Individual)
  - RFP Number 2012-01
  - CITSS Hosting, Help Desk, Operational Support, and Maintenance Services
5. The disc shall be accompanied by a cover letter of not more than 2 pages that includes 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 Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.”
6. The proposal must include Attachments A, B, and F.
7. Proposals must be submitted no later than the date and time of the Final Date for Proposal Submission/Receipt by WCI, Inc. indicated in Section III.A., Key Action Dates. Proposals received after the Final Date and Time for Proposal Submission/ Receipt by WCI, Inc. will not be considered.

8. Packaging/Mailing/Delivery Instructions:

- a. The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN" (see sample below).

---

**ONE (single) SEALED PACKAGE/ENVELOPE**

---

Proposer Name (Agency, Firm, Individual)  
Complete Address  
RFP Number 2012-01  
CITSS Hosting, Help Desk, Operational Support, and  
Maintenance Services

**REQUEST FOR PROPOSAL  
DO NOT OPEN**

---

- b. Proposals submitted in response to this RFP shall be submitted to WCI, Inc. in one (1) sealed package/envelope containing a signed cover letter and compact disc (CD) containing the Technical Proposal and required elements along with the Cost Proposal as previously described in this section.
- c. Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided. Label (as instructed above), and mail or deliver package to the following location:

**WCI, Inc.  
c/o FEDEX  
1200 J Street  
Sacramento, CA 95814**

9. The above FEDEX facility only accepts packages sent using FEDEX. FEDEX requires a local telephone number to notify the recipient. The local number is **(916) 322-7156**. This number is only for use on the FEDEX shipping form.
10. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV, Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
11. A proposal may be rejected if it is conditional or incomplete, 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 Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
12. WCI, Inc. may modify the RFP up until the Final Date for Proposal Submission/ Receipt by WCI, Inc., identified in Section III.A., Key Action Dates, by the issuance of a notice posted on WCI, Inc. webpage.



13. WCI, Inc. reserves the right to reject all proposals.
14. 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 Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

#### **E. Modification and/or Withdrawal of Proposals**

1. A Proposer 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 proposal submission deadline, defined in Section III.A., Key Action Dates. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to WCI, Inc. signed by the Proposer or an agent authorized in accordance with Section III.G., titled "Signature." A Proposer may thereafter submit a new complete proposal as described in Submission of Proposals above, prior to the proposal submission deadline defined in Section III.A., Key Action Dates. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

#### **F. Proposers Responsibilities**

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables and Proposal requirements. Proposers shall investigate obstacles that might be encountered. 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, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements.
3. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to WCI, Inc.
4. It is the Proposer's responsibility to promptly notify WCI, Inc. by phone, email, or visit, if the Proposer 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. All such correspondence received after the Written Questions Submittal Deadline will not be considered.
5. Proposer is responsible to review, read, and understand the Attachment C, together with Attachments D, E, F, G, H, and I. By submission of a proposal,

the Proposer agrees that, should its proposal be successful, the Proposer will enter into a Contract with WCI, Inc. on the terms set out in Attachment C, together with the attachments to Attachments C, set out as Attachments D, E, F, G, H, and I to this RFP.

6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The successful Proposer must provide evidence to show that personnel identified in the proposal possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the Contract as expected. Examples of evidence include, but are not limited to: résumés, letters of reference, and project summaries that highlight the team's specific experience.

#### **G. Signature**

1. All documents requiring signatures contained in the original proposal package must have *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.

#### **H. 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. Documents will be held in confidence subject to applicable laws.

### **IV. PROPOSAL REQUIREMENTS (TECHNICAL)**

#### **A. Technical Proposal Requirements**

The proposal must contain the following components, information, and documents 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. Also, see Section III, Proposal Requirements (General) and Information for submittal information.

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:

Technical Proposal  
RFP No. 2012-01  
Exhibit A, Attachment 1  
Page ## of ##

## 1. Minimum Qualifications

For the purposes of this section, "Contractor experience" includes the combined experience of the primary contractor and sub-contractors proposed as part of the project team. The Proposer must clearly demonstrate how the proposed project team meets or exceeds the following Minimum Qualifications, including relevant past experience and staff resumes that support the specified minimum criteria. The Proposer shall identify the Key Personnel members in the proposal.

- a. The Contractor must meet the following minimum qualifications:
  1. A minimum of 5 years experience, within the past 10 years, in providing n-tier web-hosting services at a Tier 3 data center of similar size and complexity to that described in the Scope of Work.
  2. A minimum of 5 years experience, within the past 10 years, in operating and maintaining software systems of similar size and complexity to that described in the Scope of Work.
  3. A minimum of 3 years experience, within the past 10 years, supporting Open Source software solutions including BSD or Linux, Java, Java Servlets/Tomcat, Grails, Spring, Hibernate and MySQL.
- b. The Service Delivery Manager must meet the following minimum qualifications:
  1. A minimum of 5 years experience, within the past 10 years, performing service management for a project or projects of similar scope and size, including hosting, operations, and maintenance services.
  2. A minimum of 5 years experience, within the past 10 years, working with government agencies on program implementation and service management.
- c. Key Personnel members (other than the Service Delivery Manager) must meet the following minimum qualifications:
  1. A minimum of 5 years experience, within the past 10 years, on past projects of similar scope and size.

## 2. Project Management Plan

The Proposer shall provide a Project Management Plan including the management structure and project organization that is capable of providing effective project control. The Proposer shall designate the Project Manager by name. The Project Manager shall ensure that all tasks and deliverables are completed on time and shall be the person to whom all project communications may be addressed. This person shall review the SOW and all associated documents with WCI, Inc. to ensure an understanding of the responsibilities of both parties. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of WCI, Inc. The Project

Management Plan shall include methods to measure project progress against the plan.

### **3. Methodology (Approach to Work)**

- a. The Proposer shall provide a summary to describe the overall approach and methodology to the work in each service area, demonstrating knowledge of each of the following service areas:
  1. Service Management
  2. Hosting
  3. Help Desk
  4. Operational Support
  5. Maintenance
  6. Security
- b. The Proposer shall identify specific techniques that will be used, and specific administrative and operational management expertise that will be employed. Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP.

### **4. Work Plan and Work Schedule**

The Work Plan and Work Schedule must provide a discussion of specific tools, equipment, software, and techniques that will be used, and specific administrative, technology/ infrastructure, and operational management expertise that will be employed on the project. The Proposer may demonstrate this information with sample deliverables. The Work Plan and Work Schedule must describe how the quality of tasks and services identified relate to the Cost Proposal. The Proposer must address the following, at minimum:

- a. The Work Plan and Work Schedule must include a discussion of the planned approach in defining a system architecture that will support all the necessary, expected services and support all expected performance criteria and security requirements. The proposed solution, defined by the Proposer must demonstrate the ability to be robust, flexible, cost effective, and secure. The proposal should clearly articulate how the solution meets the service requirements, performance requirements (including availability, adaptability, and scalability), and security requirements in a cost effective manner. The proposal should also clearly describe possible risks with the proposed architecture, and how those risks would be mitigated.
- b. The Work Plan and Work Schedule must provide a Staffing Plan describing the roles and responsibilities of the Key Personnel and the overall staffing to be provided in order to provide the services and meet the agreed upon levels of service. The Proposer may propose to satisfy the Project Manager and the Service Delivery Manager roles with a single individual, but the

individual(s) in these roles cannot be identified in other Key Personnel roles. The Proposer may propose to meet one or more of the other Key Personnel roles with the same individual. However, such a proposal must clearly describe the roles and responsibilities of the Key Personnel and how they will meet the service delivery requirements of the Scope of Work.

- c. The Work Plan and Work Schedule must identify analyses conducted, specific tools, equipment, software, and techniques that will be used as follows:
  1. A description of the hardware, software, and services the Contractor would specify to support the CITSS development, build, test, training, pre-production (UAT), and production environments, including a technical overview of the proposed CITSS environments to meet the requirements of the RFP.
  2. A diagram(s) that detail the relationships between key technical components. All proposed technical components (including hardware, software, and development tools) shall be standards-based, commercially available, viable, and supported technologies.
  3. An initial system architecture design, based on IEEE 12207-1996, Standard for Information Technology – Software Life Cycle Processes, Paragraph 5.3.3, System Architecture Design, that includes a diagram of the hardware for the environments:
    - a) Hardware location.
    - b) Function of each hardware component.
    - c) Connections between hardware components.
  4. A table of the software components for the CITSS environments. The table must identify where the software would be installed, relating it to the hardware components listed in the diagram above. The table must include:
    - a) Product and release.
    - b) Product location.
    - c) Business purpose of component.
  5. A table of automation tools for the CITSS environments. The table must identify where the tools would be installed, relating it to the hardware components listed in the diagram above. The table must include:
    - a) Product and release.
    - b) Product location.
    - c) Business purpose of the tool.
  6. A description of the data and application security architectures.

7. A description of how the hardware and software components of the system will meet the availability performance requirements of CITSS.
  8. A top-level database design for the production environment.
- d. The Work Plan and Work Schedule must include a short-term Work Plan and Work Schedule (Startup), and a long-term Work Plan and Work Schedule.
1. The short-term Work Plan and Work Schedule must identify the major startup tasks, subtasks, milestones, and costs necessary to establish an operational hosting environment for the first phase of the CITSS application (registration) as quickly as possible following Contract approval. The first quarter (3 months) of work must emphasize installation and startup of services. The ultimate solution would provide a basic and secure hosting environment within one month after Contract approval. The initial environment need not fully include all of the requirements of this RFP, but must incorporate essential services for website and data security, database integrity, backup/ restoration, and emergency shutdown. Following establishment of the initial environment, continuing installation of the remaining infrastructure and services shall be completed within the first quarter after Contract approval. The first quarterly invoice will reflect all startup tasks and costs. The total for all startup cost must be reflected in Attachment F, Table 1, Contractor's Cost Detail Sheet. Refer to the Scope of Work for details on the services. A sample work schedule format is provided below:

<b>STARTUP TASKS, DATES, AND COSTS</b>			
<b>Task</b>	<b>Responsible Party</b>	<b>Date Of Completion</b>	<b>Cost (U.S. \$)</b>
<b>Total Cost of Startup (First quarterly invoice)</b>			

2. The long-term Work Plan and Work Schedule must describe how the CITSS system will be supported and maintained after startup. The long-term Work Plan and Work Schedule must identify the major tasks, subtasks, and milestones for support and maintenance of the CITSS system for the duration of the Contract after startup. Costs of tasks are not required in the long-term Work Plan and Work Schedule because monthly costs by Service Area are required in Attachment F, Table 1, the Contractor's Cost Detail Sheet. The long-term Work Plan and Work Schedule must describe month-to-month tasks, such as system

updates, patching, and routine security checks, as well as routine and intermittent activities, such as security audits and annual reporting.

- e. The Proposer may include a section for recommended additional measures, criteria, and configurations. Information provided in this section could include 1) recommendations for security measures beyond required security standards to meet Participating Jurisdictions security standards, and 2) any additional recommended criteria that should be considered, or alternative configurations that would better achieve the project objectives. Cost estimates for these recommendations must not be provided in the Contractor Cost Detail Sheet, but may be included in a separate table for WCI, Inc.'s consideration.

## **5. Personnel**

The Proposer shall list all personnel associated with the delivery of services described in this RFP, including their titles, qualifications and professional certifications, a summary of similar work performed, a resume for each professional, a statement indicating what tasks each professional will perform. The Contractor shall not allow key members of the project team to be substituted without prior written approval of WCI, Inc.

If subcontractors are to be used, the Proposer 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 allow subcontractors to be substituted without prior written approval of WCI, Inc.

## **6. References**

The Contractor must provide three corporate references for work conducted within the past 5 years providing hosting, help desk, operational support, and maintenance services to statewide or longitudinal remote users and/or stakeholders with projects of similar size and complexity. References must be provided using Attachment B, Proposer References Form. Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.

## **7. Cost Proposal Requirements**

### **a. Proposed Total Cost**

1. A detailed cost breakdown and Total Cost Offer must be included in the Technical Proposal. The cost breakdown shall identify personnel and direct costs in U.S. dollars (U.S.) for each of the six services areas. This information must be submitted using the Contractor Cost Detail Sheet (Attachment F, Table 1).

2. Based on preliminary evaluation, the total amount of funding budgeted for this project for the 6 year duration is \$4.8 Million (U.S. \$) which includes Startup Costs, Monthly Costs, and Hourly Charges for System Enhancements and Minor Modifications.
  3. The Proposer must identify a monthly cost for services (except System Enhancements and Minor Modifications) over the six-year life of the Contract excluding Startup cost for the first quarter of the first year. The monthly cost must incorporate any escalation of costs the Proposer would anticipate over the duration of the Contract. WCI, Inc. retains sole discretion to award two subsequent (2) two-year extensions following the original contract.
  4. Personnel costs shall be calculated as [hourly rate] x [hours]. The hourly rate identified must include all costs associated with the provision of personnel services such as overhead, rent, travel, etc. The hourly rate presented will be a blended value representative of all personnel that would work on the project during a typical month (excluding Startup). Similarly, the hours per month will represent total hours dedicated to the project in a typical month (excluding Startup).
  5. Direct costs include all non-personnel costs of providing the services identified in this RFP such as postage, mailing, courier, printing, reproduction, rental and/or use of equipment, data storage, etc.
  6. System Enhancements and Minor Modifications are specific tasks that must be invoiced on an hourly rate basis. The Proposer shall identify an hourly rate to provide System Enhancements and Minor Modifications. The cost of System Enhancements and Minor Modifications must be estimated as fifteen percent (15%) of the Total Cost Offer. Charges for these services will be as incurred and identified on the quarterly invoice with the monthly costs.
  7. Invoiced costs shall be payable in arrears upon receipt of an invoice.
  8. Proposers must identify costs. Any proposals containing "to be determined" for a cost will be determined non-responsive and ineligible for award.
- b. Subcontractor Costs
1. The Cost Proposal shall include a breakdown of Subcontractor's Costs for each service area. This information must be present in the Subcontractor's Cost Detail Sheet (Attachment F, Table 2), completed using the same direction as that identified above for the Contractor's Cost Detail Sheet.



- c. Recommended Measures, Criteria, and Configurations.
1. The Cost Proposal may include a table that identifies any additional measures, criteria and/or other configurations and associated costs recommended by the Proposer. This information is for informational purposes only and will not be used in the Cost evaluation of the proposal.
  - 2.

<b>RECOMMENDED MEASURES, CRITERIA, AND CONFIGURATIONS</b>	
<b>Recommendation Description</b>	<b>Cost (U.S. \$) (identify as one-time or monthly)</b>
Recommendation #1:	
Recommendation #2:	
Recommendation #3:	

## **V. EVALUATION, SELECTION, AND AWARD**

### **A. Award of Contract**

1. The WCI's intent is to enter into a Contract with the Proposer who has the highest overall ranking. If a written Contract cannot be negotiated, approved, and executed consistent with Section III.A. Key Action Dates, WCI, Inc. may, at its sole discretion at any time thereafter, terminate negotiations with that Proposer and either negotiate a Contract with the next highest ranking or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proposers.
2. The Proposer, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proposer in preparing its proposal and the Proposer, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proposer.

### **B. Administrative Evaluation**

Phase 1: WCI, Inc. will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with the proposal requirements. During the evaluation period, if an item is unclear, Proposers may be requested to clarify.

## 1. Responsive and Responsible Proposer

Proposals and Proposers must meet all of the minimum qualification requirements stated in the RFP. Each proposal will first be reviewed to ensure the following items: proposal is received by date and time specified; proposal contains all the required documents (see Attachment A, Required Attachment Checklist); and that the proposal meets the format requirements specified. A responsive proposal from a responsible Proposer is one that meets the definitions as stated below.

a. Definition of Responsive/Compliant Proposal:

A Proposer's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract. This includes, but is not limited to, a proposal that complies with all RFP instructions, requirements, and one that submits all required documentation such as but not limited to: drawings, plans, specifications, references as stated in RFP, signed and completed certifications, or other documents requested and/or required within the time and date specified in this RFP.

b. Definition of Responsible Bidder / Proposer:

The question of whether a particular Proposer is a responsible Proposer involves an evaluation of the Proposer's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. If determined by WCI, Inc. to not be a responsible Proposer, your proposal will be rejected.

In determining whether a Proposer is a responsible Proposer, WCI, Inc. may require Proposer(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require.

c. Proposers will not be considered a responsible Proposer if the Proponent's current or past corporate or other interests may, in WCI, Inc.'s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proposer, or its employees, in the preparation of this Request for Proposals. If a Proposer is in doubt as to whether there might be a conflict of interest, the Proponent should consult with WCI Inc. prior to submitting a proposal.

## C. Evaluation

Phase 2: WCI, Inc. will conduct an evaluation of the Technical Proposal by an evaluation panel consisting of WCI, Inc. staff and Participating Jurisdictions staff.

## 1. Rating Criterion Guidelines

The following criteria will be used by reviewers evaluating proposals, which have met all minimum requirements, submitted in response to this RFP.

Each member of the evaluation team will score each proposal. The evaluation team will carefully review and discuss the completeness of the proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

- a. **Clarity and Organization of Proposal** (10 points). [Section IV.A., Technical Proposal Requirements]

This criterion will assess whether the proposal is presented in a clear, organized manner that facilitates the evaluation process (10 points).

- b. **Project Management Plan** (15 points). [Section IV.A.2. Project Management Plan]

For this criterion, the reviewers will rate the quality of the Project Management Plan. Proposer should provide a clear management structure and project organization that is reasonably expected to be capable of providing effective project control (10 points). Proposer should include methods to measure project progress against the plan to maintain the project schedule (5 points).

- c. **Technical Approach to the Work** (60 points). [Section IV.A.3. Methodology (Approach to Work)]

For this criterion, the reviewers will rate the quality of the Approach to Work. Proposers should demonstrate knowledge of service and project management, hosting, help desk, operational support, maintenance services, and security. Proposers should identify specific techniques that will be used, and specific administrative and operational management expertise that will be employed for each service area. Proposers should indicate how skills developed in previous related work will be applied to the work described in this RFP. Scoring will be conducted by service area:

1. Service Management (10 points)
2. Hosting Services (10 points)
3. Help Desk Services (10 points)
4. Operational Support (10 points)
5. Maintenance Services (10 points)
6. Security (10 points)

d. **Work Plan and Work Schedule** (60 points). [Section IV.A.4. Work Plan and Work Schedule]

For this criterion, the reviewers will rate the quality and feasibility of the Work Plan and Work Schedule and its consistency with the cost proposal. Proposers should include a Work Plan and Work Schedule in detail, to clearly indicate exactly how the Proposer will satisfy the requirements of the RFP identifying each major task and necessary subtasks and milestones to complete each task, and estimated dates of completion. The proposed work plan is considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be compared against the RFP to ensure that the proposal is completely responsive to all written specifications and requirements contained in this RFP. This part of the Proposal will be compared with the cost proposal to ensure that the Work Plan and Work Schedule and the cost proposal are reasonable and consistent. Scoring will be conducted by service area:

1. Service Management (10 points)
2. Hosting Services (10 points)
3. Help Desk Services (10 points)
4. Operational Support (10 points)
5. Maintenance Services (10 points)
6. Security (10 points)

e. **Experience** (30 points). [Section IV.A.5, Personnel]

For this criterion, reviewers will rate the Proposer's experience related to service and project management, hosting, help desk, operational support, maintenance services, and security. Proposers should list all personnel who will be working on the project including qualifications and a summary of similar work. Scoring will be conducted by service area:

1. Service Management (5 points)
2. Hosting Services (5 points)
3. Help Desk Services (5 points)
4. Operational Support (5 points)
5. Maintenance Services (5 points)
6. Security (5 points)

f. **Cost** (75 points).

This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by WCI, Inc. for this contract. Any proposals submitted that are over the expected expenditure/budgeted amount will be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of 75 for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the Proposer's cost, multiplied by the maximum number of cost points available (75), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid} \times \text{Total Cost Points Available}}{\text{Bidder Total Cost}}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

***Cost Evaluation Methodology Example***

<b>Bidder</b>	<b>Grand Total Cost</b>	<b>Calculation</b>	<b>Cost Points Awarded</b>
A	\$350,000	$\frac{\$300,000 \times 75}{\$350,000}$	64
B	\$325,000	$\frac{\$300,000 \times 75}{\$325,000}$	69
C	\$300,000	$\frac{\$300,000 \times 75}{\$300,000}$	75

***Final Scoring Methodology Example***

<b>Bidder</b>	<b>Technical Score</b>	<b>Cost Score</b>	<b>Total Points Awarded</b>
A	130	64	194
B	120	69	189
C	110	75	185

In the above example, the highest scored proposal from Bidder A would be the intended awardee.

**2. Sample Administrative Review Form**

Name of Proposer: \_\_\_\_\_

<b>RFP SUBMISSION AND FORMATTING</b>	<b>Yes</b>	<b>No</b>
RFP Received by Date & Time Specified		
Proposal Meets Formatting Requirements		
<b>REQUIRED PROPOSAL COMPONENTS AND ATTACHMENTS INCLUDED</b>	<b>Yes</b>	<b>No</b>
Title Page		
Cover Letter / Letter of Commitment		
Table of Contents		
Summary		
Technical Proposal		
Attachment A: Required Attachment Check List		
Attachment B: Proposal Reference Form		
Attachment F: Cost Detail Sheets (2)		
<b>MINIMUM EXPERIENCE QUALIFICATIONS</b>	<b>Yes</b>	<b>No</b>
The Contractor must have a minimum of 5 years experience, within the past 10 years, in providing n-tier web-hosting services at a Tier 3 data center of similar size and complexity to that described in the Scope of Work.		
The Contractor must have a minimum of 5 years experience, within the past 10 years, in operating and maintaining software systems of similar size and complexity to that described in the Scope of Work.		
The Contractor must have minimum of 3 years experience, within the past 10 years, supporting Open Source software solutions including BSD or Linux, Java, Java Servlets/Tomcat, Grails, Spring, Hibernate and MySQL.		

<p>The proposed Service Delivery Manager must have a minimum of 5 years experience, within the past 10 years, performing service management for a project or projects of similar scope and size, including hosting, operations, and maintenance services.</p>		
<p>The proposed Service Delivery Manager must have a minimum of 5 years experience, within the past 10 years, working with government agencies on program implementation and service management.</p>		
<p>Proposed Key Personnel members (other than the Service Delivery Manager) must have a minimum of 5 years experience, within the past 10 years, on past projects of similar scope and size.</p>		
<p><i>If minimum qualifications are NOT met, STOP HERE and do not complete the Technical Evaluation Form. All proposals not meeting the minimum qualification requirements will be returned to the Proposer.</i></p>		

**3. Sample Proposal Evaluation Form**

Name of Proposer: \_\_\_\_\_

<p>1. CLARITY AND ORGANIZATION OF PROPOSAL</p>	<p>Points Available 10</p>	<p>Points Awarded</p>
<p>The proposal is presented in a clear, organized manner that facilitates the evaluation process (10 points).</p>		
<p>2. PROJECT MANAGEMENT PLAN</p>	<p>Points Available 15</p>	<p>Points Awarded</p>
<p>Proposer provides a clear management structure and project organization that is reasonably expected to be capable of providing effective project control (10 points).</p> <p>Proposer includes methods to measure project progress against the plan to maintain the project schedule (5 points).</p>		
<p>3. TECHNICAL APPROACH TO THE WORK</p>	<p>Points Available 60</p>	<p>Points Awarded</p>
<p>Proposer demonstrates knowledge of service and project management, hosting, help desk, operational support, maintenance services, and security.</p> <p>Proposer identifies specific techniques that will be used, and specific administrative and operational management expertise that will be employed.</p> <p>Proposer indicates how skills developed in previous related work will be applied to the work described in this RFP.</p> <p>Service Management (10 points)  Hosting Services (10 points)</p>		



<p>Help Desk Services (10 points)  Operational Support (10 points)  Maintenance Services (10 points)  Security (10 points)</p>		
<p>4. WORK PLAN AND WORK SCHEDULE</p>	<p>Points Available  60</p>	<p>Points Awarded</p>
<p>Proposer includes a Work Plan and Work Schedule in detail, to clearly indicate exactly how the Proposer will satisfy the requirements of the RFP.</p> <p>Proposer identifies major tasks and necessary subtasks and milestones to complete each task, and estimated dates of completion.</p> <p>Proposer demonstrates that the proposal is completely responsive to all specifications and requirements in the RFP.</p> <p>Proposer demonstrates that tasks and services identified in the Work Plan and Work Schedule are of a quality that is reasonable and consistent with the cost proposed.</p> <p>Service Management (10 points)  Hosting Services (10 points)  Help Desk Services (10 points)  Operational Support (10 points)  Maintenance Services (10 points)  Security (10 points)</p>		
<p>5. EXPERIENCE</p>	<p>Points Available  30</p>	<p>Points Awarded</p>
<p>Proposer demonstrates experience in service and project management, hosting, help desk, operational support, maintenance services, and security. Proposer lists personnel who will be working on the project including qualifications and a summary of similar work or studies</p>		

performed.  Service Management (5 points) Hosting Services (5 points) Help Desk Services (5 points) Operational Support (5 points) Maintenance Services (5 points) Security (5 points)		
6. COST	Points Available  75	Points Awarded
The technically qualified proposal that has the lowest cost will be given a maximum score of 75 for this criterion.		
TOTAL POINTS	Maximum Available  250	SCORE

## **VI. ATTACHMENTS**

**ATTACHMENT A  
REQUIRED ATTACHMENT CHECKLIST**

**RFP# 2012-01**

**Proposer's Name:** \_\_\_\_\_

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist. Refer to Section III of this RFP.

<b>Attachment</b>	<b>Attachment Name/Description</b>
<input type="checkbox"/> Attachment A	Required Attachment Check List (include this list with your proposal package)
<input type="checkbox"/> Attachment B	Proposer References Form
<input type="checkbox"/> Attachment F	Cost Detail Sheets (2)

---

**ATTACHMENT B  
PROPOSER REFERENCES FORM**

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

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

**REFERENCE 1**

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

**ATTACHMENT C  
DRAFT STANDARD AGREEMENT**

AGREEMENT NUMBER <b>2012-01</b>
------------------------------------

1. This Agreement is entered into between WCI, Inc. and the Contractor named below:

CONTRACTOR'S NAME  
**(Contractor)**

2. The term of this Agreement is: **Six (6) years**

3. The maximum amount of this Agreement is: **\$**

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

- Attachment D – Scope of Work
- Attachment D1 – Proposal
- Attachment E – Budget Detail and Payment Provisions
- Attachment F – Contractors and Subcontractor's Cost Detail Sheets
- Attachment G – General Terms and Conditions
- Attachment H – Conflict of Interest and Confidentiality
- Attachment I – Contract Insurance Requirements

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

<b>CONTRACTOR</b>		<i>WCI, Inc. Use Only</i>
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>CONTRACTEE</b>		
AGENCY NAME <b>WCI, Inc.</b>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

## ATTACHMENT D SCOPE OF WORK

Contractor agrees to provide to WCI, Inc. hosting, help desk, operational support, and maintenance services for the Compliance Instrument Tracking System Service (CITSS) services as described herein.

Contractor shall provide services in accordance with the Scope of Work presented as Section II of this RFP which is attached hereto and made a part of this Agreement.

The Contractor and Contractor's agents, representatives, and subcontractors must remain free of conflicts of interest between the services required under this Agreement and services provided to other clients or the Contractor's other business operations.

This contract will have a duration of six (6) years, commencing upon signature by both parties.

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

WCI, Inc.:	Contractor:
Name:	Name:
Phone	Phone:
Fax:	Fax:
Email:	Email:

Direct all administrative inquiries to:

WCI, Inc.:	Contractor:
Attention:	Attention:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

## **ATTACHMENT E BUDGET DETAIL AND PAYMENT PROVISIONS**

### **A. Invoicing and Payment**

1. For services satisfactorily rendered, and upon receipt and approval of the invoice for a completed task, WCI, Inc. agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement. The maximum payable will not exceed the value identified in Attachment C. Compensation refers to the consideration to be paid to Contractor for all of Contractor's services provided and costs incurred to fulfill its duties and obligations in connection with the Agreement.
2. The first quarterly invoice shall be for costs associated with system startup as reflected in the Contractor's Cost Detail Sheet. This invoice will list tasks completed and costs of those tasks.
3. For subsequent invoices, the Contractor shall invoice a monthly rate for services provided as calculated in the Contractor's Cost Detail Sheet. The monthly fee will include all costs including such items as subcontractors, labor, travel, and reports. The monthly rate will not include costs for System Enhancements and Minor Modifications that will be presented on the invoice as hours incurred, rate, and cost.
4. For System Enhancements and Minor Modifications, the Contractor shall establish an hourly rate including items such as subcontractors, labor, travel, and reports, as necessary to perform and complete these tasks.
5. All tasks shall be payable in arrears for each month of services or hour of labor worked.
6. Invoices shall include the Agreement Number and identify tasks and services being invoiced. Invoices shall be submitted no more frequently than quarterly in arrears. Each item in the invoice must correspond to tasks or fees identified in the Contractor's Cost Detail Sheet (Attachment F). Invoices shall be submitted to following address:

**WCI, Inc.  
P.O. Box 1796  
Sacramento, CA 95812**

### **B. Payments**

1. The first quarterly invoice will reflect tasks completed for installation and establishment of the hosting environment and associated services. Subsequent invoices, no more frequently than quarterly, will reflect the recurring monthly fee plus hourly charges for System Enhancements and Minor Modifications when applicable. Ten percent (10%) of each invoiced amount shall be withheld pending final completion of the contract, and receipt and acceptance by WCI, Inc. of a final invoice.



**ATTACHMENT F  
COST DETAIL SHEETS**

Hosting, Help Desk, Operational Support, and Maintenance Services Cost Proposal

<b>TABLE 1</b> <b>CONTRACTOR'S COST DETAIL SHEET</b> (U.S. Dollars, \$) Includes all costs including subcontractors					
<b>Startup Costs</b>					<b>Total</b>
Startup costs (from short-term Work Plan and Work Schedule)					
<b>Monthly Costs</b>					
	Personnel Costs			Direct Costs	Total
	Hours	Rate (\$/hour)	Personnel Cost		
<b>RFP Service Area</b>	[Hours] x [Rate] = [Personnel Cost] + [Direct Cost] = [Total]				
Service Management					
Hosting Services					
Help Desk Services					
Operational Support Services					
Maintenance Services					
Security Services					
Monthly Cost All Services					
Monthly Cost Total (69 months)	[Monthly Cost All Services Total] x [69 months]				
<b>System Enhancements and Minor Modifications (SE/MM)</b>					
System Enhancements (SE) and Minor Modifications (MM)	Hours	Rate (\$/hour)		Total	
	[Hours] x [Rate] = [Total]				
SE/MM must be equal to fifteen percent (15%) of Total Cost Offer.					
<b>Total Cost Offer</b>					
Total Cost Offer for Six (6) Years					<b>TOTAL COST OFFER</b>
[Startup Costs]+[Monthly Cost Total for 69 months]+[Total Cost SE/MM]=[Total Cost Offer]					

**TABLE 2**  
**SUBCONTRACTOR'S COST DETAIL SHEET**  
(U.S. Dollars, \$)  
Includes Only Subcontractor Costs

<b>Startup Costs</b>					<b>Total</b>
Startup costs for subcontractors (from Work Plan)					
<b>Monthly Subcontractor Costs</b>					
<b>Contractor</b>	<b>Personnel Costs</b>			<b>Direct Costs</b>	<b>Total</b>
	<b>Hours</b>	<b>Rate (\$/hour)</b>	<b>Personnel Cost</b>		
<b>Service Area - Service provided</b>	[Hours] x [Rate] = [Personnel Cost] + [Direct Cost] = [Total]				
Example: Acme Inc. Security - Intrusion Detection and Penetration Testing Services					
Monthly Cost All Services					
Monthly Cost Total (69 months)	[Monthly Cost All Services Total] x [69 months]				
<b>System Enhancements and Minor Modifications (SE/MM)</b>					
System Enhancements (SE) and Minor Modifications (MM)	<b>Hours</b>	<b>Rate (\$/hour)</b>		<b>Total</b>	
	[Hours] x [Rate] = [Total]				
<b>Total Subcontractor Cost</b>					
Total Subcontractor Cost					<b>Total Subcontractor Cost</b>
[Startup costs]+[Total Monthly Cost for 69 months] + [Total SE/MM] = [Total Subcontractor Cost]					

## **ATTACHMENT G GENERAL TERMS AND CONDITIONS**

### **1. APPROVAL; AUTHORIZATION**

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

### **2. INSURANCE**

Contractor shall, and shall cause any subcontractors to, carry and maintain in effect the insurance coverages set forth on Attachment I: 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 evidence that the insurance coverages are being maintained. WCI, Inc. 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 applicable law.

### **3. SUBSTITUTION OF KEY PERSONNEL**

Key Personnel designated by Contractor pursuant to the Agreement shall not be changed without the prior written approval of WCI, Inc.

### **4. PERFORMANCE**

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

### **5. CHANGE ORDERS.**

If either party proposes that changes be made in the Scope of Work or the Work Schedule, Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Work Schedule impact, and any other information requested by WCI, Inc. Contractor bears all risks of performing, and WCI, Inc.

shall be under no obligation to pay for, any changed Work without prior written approval of WCI, Inc. of the changes, which approval may be given or withheld at WCI, Inc.'s sole discretion.

6. FULL UNDERSTANDING; AMENDMENT

The Agreement contains the full and complete understanding of the parties and supersedes all prior understandings or agreements on the subject matter hereof. The language contained in the Agreement shall prevail over any other language, including that of any proposal submitted by Contractor. WCI, Inc. reserves the right to amend the Agreement to allow for additional time and/or additional funding for performance. No amendment or variation of the terms of the Agreement shall be valid unless made in writing and signed by WCI, Inc. No oral understanding or agreement outside of the Agreement is binding on any of the parties.

7. ASSIGNMENT

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

8. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

WCI, Inc. makes no guarantee of the value or volume of work to be assigned to Contractor. The Agreement is not an exclusive contract for the provision of the described Deliverables. WCI, Inc. may contract with others for Deliverables the same as or similar to those described in the Agreement or may obtain the same or similar Deliverables internally.

9. AUDIT

If the Agreement allows for Contractor to be paid fees at a daily or 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 satisfactory to WCI, Inc. Contractor agrees that WCI, Inc. or its designated representative shall have the right to review and to copy any of Contractor's records and supporting documentation pertaining to the performance of the Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) designated by WCI, Inc., the funding entity, and/or any of their duly authorized representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of WCI, Inc., the funding entity, and/or any of their duly authorized representatives to audit records and interview staff in any subcontract related to performance of the Agreement. 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 their requirements. Contractor shall include the provisions of this paragraph in any subcontract executed in connection with the Agreement.

## 10. 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 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.

## 11. INDEMNIFICATION

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

## 12. TERMINATION FOR CAUSE

If WCI, Inc. believes Contractor has failed to perform the requirements of the Agreement at the time and in the manner herein provided, WCI, Inc. may terminate the Agreement and be relieved of any further obligation to make payments. In the event of such termination, WCI, Inc. has the right to any remaining Work, specific performance, money damages, and the right to take over and complete performance of the Agreement as agent for Contractor and shall compensate itself for such Work in any manner deemed proper by WCI, Inc. All costs to WCI, Inc. shall be deducted from any sum due Contractor under the Agreement and the balance, if any, shall be paid to or by Contractor, as the case may be, upon demand.

## 13. 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. Contractor is not entitled to receive employee benefits or insurance coverage including worker's compensation,

disability insurance, Social Security, unemployment compensation coverage, or any other statutory benefit. Contractor will have the ability to obtain and maintain the required paperwork appropriate to perform the services required by the Agreement. Contractor will pay all the appropriate taxes on its compensation by WCI, Inc. and will indemnify WCI, Inc. for any unpaid tax obligations on fees paid to Contractor.

#### 14. ACKNOWLEDGEMENT

The parties acknowledge that WCI, Inc. is not an agent of any Participating Jurisdiction or the collectivity of Participating Jurisdictions.

#### 15. 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.

#### 16. 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.

#### 17. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with WCI, Inc. within ten (10) days of discovery of the problem. Within ten (10) days, Contractor and Project Representative shall meet with WCI, Inc. for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of the Agreement which is not resolved within 30 days by Contractor and WCI, Inc. representatives normally responsible for the administration of the Agreement shall be submitted in writing by either party to the Board of Directors of WCI, Inc., together with all evidence and other pertinent information in regard to such dispute, in order that a fair and impartial decision may be made.
- C. To resolve all disputes and to prevent litigation, the parties to the Agreement authorize the Board of Directors of WCI, Inc. to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of Contractor's proposal and claims of a type which are barred by the provisions of the Agreement) and the decision shall be conclusive, final and binding on all parties. The decision of the Board of Directors may be based on such assistance, including advice of counsel, which may be counsel to WCI, Inc., as it may find desirable. The effect of its decision shall not be impaired or waived by any negotiations or settlement offers in connection with the question decided, whether or not any member of the Board of Directors participated

therein itself, by any prior decisions of the Board of Directors, or by any termination or cancellation of the Agreement.

- D. 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.

## 18. POTENTIAL SUBCONTRACTORS

Contractor shall not subcontract 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 other funding entity, on the one hand, and any subcontractors, on the other, and no subcontract shall relieve Contractor of its responsibilities and obligations under the Agreement. Contractor agrees to be as fully responsible to WCI, Inc. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them 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.

## 19. STOP WORK ORDER

WCI, Inc. reserves the right to issue a written order to stop work in the event that a dispute should arise, or in the event that WCI, Inc. gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until WCI, Inc. sends a written order to resume work.

## 20. TERMINATION

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

## 21. 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.

## 22. PROGRESS PAYMENTS

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

## 23. FINAL PAYMENT

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

## 24. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure to the greatest degree possible that WCI, Inc. funds will not be used in the performance of the Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## 25. INTELLECTUAL PROPERTY

- A. Except as set forth in the Scope of Work, the right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances or processes 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 and indemnify the Indemnified Parties against, and save them harmless from, all loss and expense, including, without limitation, attorneys' fees and costs, incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or other intellectual property right infringement arising out of or in connection with WCI, Inc.'s use of such 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.



- C. Except as set forth in the Scope of Work, contractor agrees that all concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques, developments, expirations, relationships with customers and prospective customers that Contractor, its employees or any subcontractors it engages to perform services for WCI, Inc., may conceive, make, invent or suggest during the term of the Agreement relating generally to any matter or thing that may be connected with the Agreement or in any way with WCI, Inc.'s existing or contemplated products, services or business is and shall become the absolute and exclusive property of WCI, Inc. All such concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques and developments and relationships with customers and prospective customers shall automatically be deemed to become the property of WCI, Inc. immediately as soon as made or conceived. Contractor and its subcontractors agree to cooperate with and assist WCI, Inc. to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all intellectual property. Contractor shall, and shall cause employees and contractors of Contractor to, promptly sign any and all lawful papers, take all lawful oaths and do all lawful acts, including giving testimony, upon request by WCI, Inc., in connection with any patent, trade name, trademark, service mark or copyright application or issued patent, or registered copyright or trademark and/or any divisions, continuations, renewals, re-examinations, reissues or the like of any of them. Such lawful papers include, but are not limited to, any and all declarations, powers, assignments, and other papers deemed by WCI, Inc. to be necessary or advisable in connection with the filing or prosecution of any patent, trademark, service mark or copyright application or in connection with the grant of any letters patent, trademark or service mark registration, or copyright registration, or in connection with the transfer of any rights to any invention, trademark, trade name, service mark, or copyright. Contractor agrees to keep and maintain adequate and current written records of the foregoing described in this paragraph and promptly to disclose to WCI, Inc. all such concepts, trademarks, slogans, works, ideas, designs, discoveries, inventions, improvements, advances, methods, practices, techniques and developments and relationships with customers and prospective customers.
- D. WCI, Inc., at its discretion, may grant a nonexclusive and paid-up license to Contractor and its subcontractors to use said copyrightable materials or other intellectual property.
- E. Contractor and its subcontractors shall not disclose any intellectual property, any of the Deliverables thereof, 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 intellectual property, any of the Deliverables, any other Work performed under the Agreement, 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.

## 26. RIGHTS IN DOCUMENTS, MATERIALS, AND DATA PRODUCED

All reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for Contractor under the terms of the Agreement plus correspondence, computer programs and materials including books, magazines and periodicals and office material purchased under the Agreement, shall be delivered to and shall become and remain the property of WCI, Inc. upon delivery to WCI, Inc. or termination or completion of the Work. WCI, Inc. shall have the right to use the same without restriction or limitation and without compensation to Contractor other than that provided for in the Agreement. Any document produced in whole or in part under the Agreement shall not be the subject of an application for copyright by or on behalf of Contractor or its subcontractors. If the Agreement provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under the Agreement shall be the property of WCI, Inc. and may be used as WCI, Inc. sees fit including the right to re-use and re-publish the same without limitation. All reports, maps and other documents completed as a part of the Agreement shall bear on the title page of such report, map, or document, the following legend: *“Prepared by (Insert name of Contractor) for submission under Agreement with the Western Climate Initiative, Inc. The preparation of this (insert report, map or document, as appropriate) was financed in part by funds provided by (insert name of the funding agency, if applicable).”* The month and year in which the document was prepared shall also be shown.

## 27. 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. 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 Regional Compliance Instrument Tracking System Service, unless WCI, Inc. notifies Contractor in writing that such information is not confidential, any information identified as confidential in agreements entered into by WCI, Inc. with Participating Jurisdictions and identified elsewhere in the Agreement, and any of WCI, Inc.’s confidential, proprietary or trade secret information that is disclosed to Contractor or Contractor otherwise learns 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 which is or becomes publicly available through no act or omission of Contractor. Contractor shall use its best endeavors

to prevent any disclosure of Confidential Information by any person. 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 person without specific direction or consent of WCI, Inc. In addition, Contractor shall:

- A. Notify WCI, Inc. promptly and in writing of the circumstances surrounding any possession, use or knowledge of Confidential Information or any part thereof by any person other than those authorized by this paragraph.
- B. Ensure that Contractor's and all subcontractors' directors, officers, employees, agents, and representatives sign and submit to WCI, Inc. Attachment H: Conflict of Interest and Confidentiality Statement.
- C. Adhere to all required WCI, Inc. confidentiality and disclosure policies and, if directed by WCI, Inc., enter into agreements with Participating Jurisdictions related to the management, sharing, and disclosure of information. All staff employed by Contractor and any subcontractor in connection with the performance of the Agreement must provide to WCI, Inc. all requested background information.
- D. Treat all information, Deliverables, and work products as Confidential Information. No information, Deliverables, Work or Work products may be disclosed in any form to any third party without the written consent of the Executive Director of WCI, Inc. or his or her authorized agent, except when required by law or legal process. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. If WCI, Inc.'s Executive Director or his or her authorized agent so requires, the following disclaimer must accompany all Confidential Information: *"Publication of this document shall not be construed as endorsement of the views expressed therein by the Western Climate Initiative, Western Climate Initiative, Inc. or any federal, state or provincial agency."*
- E. Not use, without WCI, Inc.'s written approval, any WCI, Inc. materials for any purpose other than performing the contracted services.
- F. Not remove any WCI, Inc. or Participating Jurisdiction equipment and/or data on any activities from WCI, Inc.'s secured environment without advance written approval from WCI, Inc.
- G. Surrender all documents, property (whether in written or electronic form) and transportable recorded media of any kind belonging to or related to WCI, Inc.'s products, services or business at the conclusion of the engagement, upon termination of the Agreement, or upon the written request of WCI, Inc.
- H. Upon confirmation of loss or theft, immediately report any lost or stolen hardware and/or transportable-recorded media to WCI, Inc.
- I. Provide WCI, Inc. all pass phrases/passwords used as private keys to encrypt data used, produced or acquired in the course of performing duties under the Agreement.
- J. Make reasonable security arrangements to protect Confidential Information from unauthorized access, collection, use, disclosure, alteration or disposal.

- K. Not damage or harm WCI, Inc.'s reputation, goodwill and business relations with any person or entity, including but not limited to customers, official bodies, governmental agencies and WCI, Inc. employees.

## 28. 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 must not be subject to any laws or regulations specific to any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction. Contractor must not have any financial interest in an entity subject to any of the provisions of any GHG reporting or cap-and-trade program in any WCI, Inc. Participating Jurisdiction. In addition, the Contractor must not have any financial interest in a 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.
- E. Contractor must ensure that its employees and subcontractors meet and comply with the requirements described in 28.A through 28.D above.
- F. Notwithstanding the foregoing, WCI, Inc. reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest. If WCI, Inc. determines that a conflict of interest exists, or that there is an unavoidable appearance of a conflict of interest that cannot be resolved to the satisfaction of WCI, Inc., such determination shall be grounds for termination of the Agreement immediately for cause.
- G. Contractor will be free to perform consulting and other services to Contractor's other clients during the term of the Agreement, provided, however, that Contractor shall ensure that Contractor is able to perform its obligations pursuant to the Agreement in a timely and professional fashion. Contractor agrees not to perform services for Contractor's other clients that may create a conflict of interest or interfere with Contractor's duties pursuant to the Agreement.

## 29. PUBLICITY

Neither Contractor nor any of its subcontractors shall issue or permit to be issued any press release, advertisement, or literature of any kind that refers to WCI, Inc. or the Participating Jurisdictions or 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.

30. NO CONFLICT

[Intentionally Left Blank]

31. COMPLIANCE WITH LAWS, SAFETY

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

32. NO VIOLATION OF OTHER AGREEMENTS OR COVENANTS

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

33. STATUS

Contractor has the power and authority to enter into and perform its obligations under the Agreement and to grant all rights herein without violating the legal or equitable rights of any third party.

34. RIGHTS AND REMEDIES

Contractor has no recourse against the Participating Jurisdictions, elected officials, commissioners, employees or agents of any Participating Jurisdiction or other funding entity for any claim, right or demand arising out of or related to the Agreement. Contractor expressly agrees that no default, act or omission of any of the Indemnified Parties shall constitute a material breach of the Agreement, entitling it to cancel or rescind the Agreement, or (unless WCI, Inc. shall so direct) to suspend or abandon performance.

35. LIMITATION OF DAMAGES

WCI, Inc. shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the Agreement or the performance of the Work.

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

During the term of the Agreement and for a two-year period immediately following its expiration or termination (regardless of the reason for such expiration or termination), Contractor shall not, directly or indirectly, solicit, induce, or attempt to induce any employees or agents or consultants of or to WCI, Inc. to do anything with respect to which Contractor is restricted by reason of the Agreement. Further, for the same two-year period, Contractor shall not, directly or indirectly, offer employment to any employees, agents or consultants of or to WCI, Inc. or solicit such persons to terminate their employment or working or consulting relationship with WCI, Inc. Nor for the same two-year period shall Contractor directly or indirectly aid others to offer employment or any

other working or consulting engagement to any employees, agents or consultants of WCI, Inc.

In the event Contractor breaches this obligation and hires one or more of WCI, Inc.'s employees, agents or consultants, Contractor shall pay to WCI, Inc., as liquidated damages, for each such employee, agent or consultant, an amount equal to forty percent (40%) of the annual salary that will be paid by the breaching party.

#### 37. REMEDIES OF WCI, INC.

Contractor agrees that it would be impossible or inadequate to measure and calculate WCI, Inc.'s damages from any breach of the covenants set forth in the Agreement. Accordingly, Contractor agrees that if Contractor breaches any of such covenants, WCI, Inc. will have available in addition to any other right or remedy available to it at law or in equity, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and ordering specific performance of any such provision of the 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. Contractor further agrees to pay WCI, Inc. its costs and expenses (including, without limitation, attorneys' fees, out-of-pocket expenses and other costs and expenses incurred in investigating, preparing or defending any pending or threatened lawsuit, action or proceeding) in the event that WCI, Inc. is compelled to retain counsel in connection with a violation of the Agreement, to seek an injunction or otherwise to bring an action to enforce the provisions of the Agreement.

#### 38. GOVERNING LAW; FORUM

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

#### 39. NOTICES

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

#### 40. CONSTRUCTION; HEADINGS

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

**41. FORCE MAJEURE**

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

**42. ATTORNEYS FEES**

In addition to any other rights that WCI, Inc. may possess pursuant to law or contract, in the event WCI, Inc. prevails in any suit or any other proceeding to enforce any of the provisions of the Agreement, Contractor agrees to pay WCI, Inc. reasonable attorney's fees and costs.

**43. SURVIVAL**

The provisions of Sections 9, 11, 16, 17, 25, 26, 27, 29, 34, 35, 36, 37, 38, 39, 40 and 43 hereof shall survive the expiration or termination of the Agreement.

## **ATTACHMENT H CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT**

I certify that I am not employed by an entity that is subject to any of the provisions of the GHG reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions.

I certify that I do not have any financial interest in an entity that is subject to any of the provisions of any GHG reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions, including but not limited to covered entities and entities registered to create a compliance or holding account under the cap-and-trade regulations.

I certify that I do not have any personal or financial interest in compliance instruments issued or accepted by WCI, Inc. Participating Jurisdictions pursuant to their respective cap-and-trade regulations.

I certify that if I acquire a financial interest in an entity that is subject to any of the provisions of the GHG reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions, or in compliance instruments issued or accepted pursuant to those cap-and-trade regulations, I will immediately disclose this acquisition to WCI, Inc.

I certify that I will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in any party subject to any of the provision of any GHG reporting or cap-and-trade programs implemented by any of WCI, Inc. Participating Jurisdictions or registered users of the CITSS.

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 information concerning the Project which I learn or acquire in the course of performing duties under the Project, and I will follow any instructions provided by WCI, Inc. Project Manager relating to the confidentiality of Project information. I understand that the information that must be kept confidential ("confidential information") includes, but is not limited to:

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



- E. All notes, data, analyses, compilations or reports prepared by Receiving Party 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 I am 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 WCI, Inc., 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 I make may be a basis for civil or criminal penalties and/or disciplinary action and I will advise WCI, Inc. Project Manager immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement.

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

## **ATTACHMENT I CONTRACT INSURANCE REQUIREMENTS**

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

These requirements constitute the Contract Insurance requirements

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

1. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
2. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.

The Policy(s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: WCI, Inc., their officers, representatives, agents, employees and volunteers are additional insureds.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects WCI, Inc., their officers, representative, agents, employees and volunteers. Any coverage maintained by WCI, Inc. shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against WCI, Inc.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to WCI, Inc. Further, the thirty (30) day notice shall be unrestricted, which shall permit ten (10) days advance notice. The Insurer shall provide WCI, Inc. with notification of any cancellation, major change, modification or reduction in coverage.
4. Regardless of these contract minimum insurance requirements, the contractor and its insurer shall agree to commit the contractor's full policy limits and these minimum requirements shall not restrict the contractor's liability or coverage limit obligations.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid.

6. The Company shall furnish WCI, Inc. with the Certificates and Endorsements for all required insurance, prior to WCI, Inc.'s, execution of the Agreement and start of work.
7. Proper Address for Mailing Certificates, Endorsements and Notices shall be:

**WCI, Inc.**  
**P.O. Box 1796**  
**Sacramento, CA 95812**

8. Upon notification of receipt by WCI, Inc., of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with WCI, Inc. a certified copy of the required new or renewal policy and certificates for such policy.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by WCI, Inc. Any failure to maintain the required insurance shall be sufficient cause for WCI, Inc. to terminate this Contract. In the event of insurance cancellation, WCI, Inc. reserves the right to purchase insurance or insure (or self- insure) for the above required coverages, at the contractor's full expense.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Subcontractors insurance shall have the same impact as described above.

**ATTACHMENT J  
REQUIRED MINIMUM IT STANDARDS AND PRACTICES**

**A. Recognized Industry Standards and Practices**

<b>Standard</b>	<b>Applicable Sections</b>
ANSI/TIA-942	Hosting Services
ISO/DIS 22301 (Societal security -- Preparedness and continuity management systems – Requirements)	Service Continuity Management and Disaster Recovery
ISO/IES 22313 (Societal security -- Business continuity management systems – Guidance)	Service Continuity Management and Disaster Recovery
ISO/PAS 22399 (Societal security - Guideline for incident preparedness and operational continuity management)	Service Continuity Management and Disaster Recovery
ISO/IES 24762 (Information technology -- Security techniques -- Guidelines for information and communications technology disaster recovery services)	Service Continuity Management and Disaster Recovery, Security
ISO/IEC 27002 (Information technology - Security techniques - Code of practice for information security management)	Security, Data Archival, and Reporting
ISO/IEC 9126 (Software engineering - Product quality)	Maintenance Services, Performance
ISO 9000/9001 (Quality Management)	Maintenance Services, Help Desk
Information Technology Infrastructure Library (ITIL)	IT Service Management
Control Objectives for Information and related Technology (CoBIT)	IT Governance Framework and Supporting Toolset

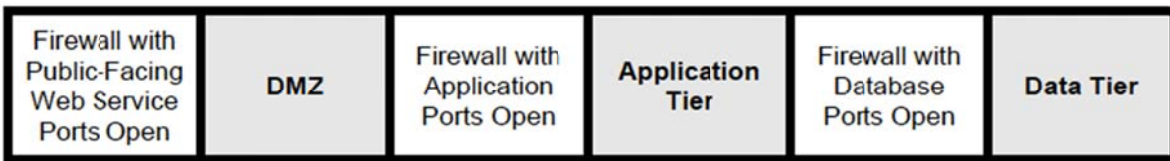
**B. United States Federal Standards**

<b>Standard</b>	<b>Applicable Sections</b>
National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS)	Security, Data Archival, and Reporting

## ATTACHMENT K HOSTING ARCHITECTURE REQUIREMENTS

The Contractor is required to implement CITSS using the n-tier model as shown in figures 1 and 2 below. Figure 1 – Three Tier Architecture shows the minimum architecture environment with firewalls separating each security tier (zone). Figure 2 is the preferred architecture whereby a reverse proxy server is placed in the DMZ before the web servers as an additional layer of security.

**Figure 1 - Three Tier Architecture**



In addition to firewalls for public facing web services, a reverse proxy server is also recommended as another layer of security for sensitive applications requiring strong security. *Figure 2 - Detailed Three Tier Architecture* below shows an example environment. Additional secure design scenarios are possible using server virtualization. However, the tier demarcations are required in a virtualized environment.

**Figure 2 - Detailed Three Tier Architecture**

