

Stationary Source Division

Contractor: FCCC

Contract # 07-409

FUNDING FISCAL YEAR	FY 07/08		
TERM	06/30/08-01/14/12		
PCA	72480		
LINE ITEM/OBJECT	418.20		
DESCRIPTION	Software support to reduce carbon intensity in fuel		
Contract # 07-409	\$	350,000.00	\$ 350,000.00

Total, Contract	\$	350,000.00	-	-	\$	350,000.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per			C/S
1ARB07-409	5/20/2009		18,600.00	18,600.00	C080851-
2ARB07-409	5/20/2009		43,900.00	43,900.00	C080900 ✓
3ARB07-409	6/23/2009		33,800.00	33,800.00	C090019 ✓
4ARB07-409	6/29/2009		28,900.00	28,900.00	C090019 ✓
5	9/30/2009		30,550.00	30,550.00	c090306 ✓

Total, Payments	155,750.00	-	-	155,750.00
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Balance Available to Pay Contractor	194,250.00	-	-	194,250.00
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Balance Must Be Spent By: 6/30/2010 6/30/2011 6/30/2012

Notes:

Contract Manager: Renee Littaua

26



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
05/20/09

INVOICE #1 ARB-07-409

(Page 1)

Bill To:

For:
Agreement No. 07-409

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support Detail on page 2	\$ 18,600.00
FOUNDATION User Training Detail on page 3	\$
<p>PAYMENT APPROVED:</p> <p><i>Janette Brooks for</i> ROBERT D. FLETCHER, CHIEF STATIONARY SOURCE DIVISION</p> <p>DATE <u>6/8/09</u></p>	
March 2009 Invoice	
TOTAL	\$ 18,600.00

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119

slee@foundationccc.org
** Documentation Attached

OK for payment Dean (Simon) 6/4/09



**FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES**

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
05/20/09

Bill To:

For:
Agreement No. 07-409

INVOICE #1 ARB 07-409

(Page 2)

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support	
Deliverables	
User Login Page/ New Account Creation - 20% complete	\$ 3,400.00
Define Roles, Permissions, Log-In and Dynamic Landing Page - 20% complete	\$ 3,600.00
Compliance Reporting Tool – Quarterly - 10% complete	\$ 5,600.00
Compliance Reporting Tool – Annual - 10% complete	\$ 4,000.00
Account Management Screen - 10% complete	\$ 1,000.00
User Management Screen - 10% complete	\$ 1,000.00
3/01/09 - 3/31/09	
March 2009 invoice	
TOTAL	\$ 18,600.00

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
slee@foundationccc.org

** Documentation Attached

Original Copy



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

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INVOICE

INVOICE DATE:
05/20/09

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Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:
Agreement No. 07-409

INVOICE #2 ARB 07-409

(Page 1)

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support Detail on page 2	\$ 43,900.00
FOUNDATION User Training Detail on page 3	\$ -
<p>PAYMENT APPROVED:</p> <p><i>Janette Brooks for</i> <u>ROBERT D. FLETCHER, CHIEF</u> STATIONARY SOURCE DIVISION</p> <p>DATE <u>6/9/09</u></p>	
April 2009 Invoice	
TOTAL	\$ 43,900.00

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
slee@foundationccc.org
** Documentation Attached

OK for payment Dean Levent 6/9/09
Janette Brooks for Bob Fletcher
6/9/09



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
05/20/09

Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:

Agreement No. 07-409

INVOICE #2 ARB 07-409

(Page 2)

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support	
Deliverables	
User Login Page/ New Account Creation - 80% complete	\$ 13,600.00
Define Roles, Permissions, Log-In and Dynamic Landing Page - 65% complete	\$ 11,700.00
Compliance Reporting Tool – Quarterly - 10% complete	\$ 5,600.00
Account Management Screen - 65% complete	\$ 6,500.00
User Management Screen - 65% complete	\$ 6,500.00
4/01/09 - 4/30/09	
April 2009 Invoice	
TOTAL	\$ 43,900.00

OK for payment Dean Lerner 5/20/09

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
slee@foundationccc.org

** Documentation Attached

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*Janeth Brooks
for Bob Fletcher 4/9/09*



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COMMUNITY COLLEGES

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Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
05/20/09

Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:

Agreement No. 07-409

INVOICE #2 ARB 07-409

(Page 3)

DESCRIPTION	AMOUNT
FOUNDATION User Training	\$ -
April 2009 Invoice	\$ -
TOTAL	\$ -

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
slee@foundationccc.org
** Documentation Attached

Original Copy



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

Deliverable	Description	Budgeted Amount	4/30/2009	Total Task Remaining (%)	Total Percent Complete (%)
1	Deliverable: User Login Page/ New Account Creation	17,000	80%	0%	100%
2	Deliverable: Define Roles, Permissions, Log-In and Dynamic Landing Page	18,000	65%	15%	85%
3	Deliverable: Compliance Reporting Tool – Quarterly	56,000	10%	80%	20%
4	Deliverable: Compliance Reporting Tool – Annual	40,000		90%	10%
5	Deliverable: Documentation Upload Tool	10,000		100%	0%
6	Deliverable: Enforcement Case Tracking System	100,000		100%	0%
7	Report: Compliance Status (for Regulated Parties)	15,000		100%	0%
8	Deliverable: Annual Reporting Tool for Retired RIN #s	5,000		100%	0%
9	Deliverable: Account Management Screen	10,000	65%	25%	75%
10	Deliverable: User Management Screen	10,000	65%	25%	75%
11	Report: Display Total LCFS Credits in Circulation	11,000		100%	0%
12	Report: List of Accounts "Inactivated" Due to Profile Changes on Regulated Party Administrator Accounts	8,000		100%	0%
13	Report: List of Reports Awaiting Approval	15,000		100%	0%
14	Search Uploaded Documents by Date and Regulated Party	5,000		100%	0%
15	Phase III: Documentation, Training and Help	30,000		100%	0%
ARB 07-409 Total Contract Amount		350,000			



**FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES**

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Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
06/23/09

CO90019

Bill To:
Human Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:
Agreement No. 07-409

INVOICE #3 ARB 07-409

(Page 1)

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support Detail on page 2	\$ 33,800.00
FOUNDATION User Training Detail on page 3	\$ -
<p>PAYMENT APPROVED:  _____ ROBERT D. FLETCHER, CHIEF STATIONARY SOURCE DIVISION</p> <p>DATE <u>7-1-09</u></p> <p><i>OK to pay Dean (Simon Lee) 6/30/09</i> May 2009 Invoice</p>	<p>This invoice has been checked against our records and found to be the original claim presented for payment, and payment has not been previously made. We have recorded this payment to prevent a duplicate payment later.</p> <p><i>PP</i> _____ Accounting Officer</p>
<p style="text-align: right;">TOTAL</p>	<p style="text-align: right;">\$ 33,800.00</p>

RJK

Make all checks payable to Foundation for California Community Colleges
 If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
 slee@foundationccc.org
 ** Documentation Attached



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
06/23/09

Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:
Agreement No. 07-409

INVOICE #3 ARB 07-409

(Page 3)

DESCRIPTION	AMOUNT
FOUNDATION User Training	\$
TOTAL	\$

Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee 916.325.0119
< > * May 2009 * May 2009 (Page 2) * May 2009 (Page 3) * May 2009 (Page 4) % Complete



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

Deliverable	Description	Budgeted Amount	5/31/2009	Total Task Remaining (%)	Total Percent Complete (%)
1	Deliverable: User Login Page/ New Account Creation	17,000		0%	100%
2	Deliverable: Define Roles, Permissions, Log-In and Dynamic Landing Page	18,000		15%	85%
3	Deliverable: Compliance Reporting Tool – Quarterly	56,000	30%	50%	50%
4	Deliverable: Compliance Reporting Tool – Annual	40,000	30%	60%	40%
5	Deliverable: Documentation Upload Tool	10,000		100%	0%
6	Deliverable: Enforcement Case-Tracking System	100,000		100%	0%
7	Report: Compliance Status (for Regulated Parties)	15,000		100%	0%
8	Deliverable: Annual Reporting Tool for Retired RIN #s	5,000		100%	0%
9	Deliverable: Account Management Screen	10,000	25%	0%	100%
10	Deliverable: User Management Screen	10,000	25%	0%	100%
11	Report: Display Total LCFS Credits in Circulation	11,000		100%	0%
12	Report: List of Accounts "Inactivated" Due to Profile Changes on Regulated Party Administrator Accounts	8,000		100%	0%
13	Report: List of Reports Awaiting Approval	15,000		100%	0%
14	Search Uploaded Documents by Date and Regulated Party	5,000		100%	0%
15	Phase III: Documentation, Training and Help	30,000		100%	0%
ARB 07-409 Total Contract Amount		350,000			



**FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES**

1102 Q Street, Suite 3500
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Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
06/29/09

Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:

Agreement No. 07-409

INVOICE #4 ARB 07-409

(Page 2)

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support	
Deliverables	
Compliance Reporting Tool – Quarterly - 40% Complete	\$ 22,400.00
Compliance Reporting Tool – Annual - 10% Complete	\$ 4,000.00
Documentation Upload Tool - 20% Complete	\$ 2,000.00
Search Uploaded Documents by Date and Regulated Party - 10% Complete	\$ 500.00
June 2009 Invoice	
TOTAL	\$ 28,900.00



**FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES**

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
06/29/09

Bill To:

For:
Agreement No. 07-409

INVOICE #4 ARB 07-409

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

(Page 3)

DESCRIPTION	AMOUNT
FOUNDATION User Training	\$
June 2009 Invoice	
TOTAL	\$ -

Make all checks payable to Foundation for California Community Colleges

If you have any questions concerning this invoice, contact Simon Lee, 916.325.0140

< > June 2009 June 2009 (Page 2) June 2009 (Page 3) June 2009 (Page 4) % Complete



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

1302 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

Deliverable	Description	Budgeted Amount	6/30/2009	Total Task Remaining (%)	Total Percent Complete (%)
1	Deliverable: User Login Page/ New Account Creation	17,000		0%	100%
2	Deliverable: Define Roles, Permissions, Log-In and Dynamic Landing Page	18,000		15%	85%
3	Deliverable: Compliance Reporting Tool – Quarterly	56,000	40%	10%	90%
4	Deliverable: Compliance Reporting Tool – Annual	40,000	10%	50%	50%
5	Deliverable: Documentation Upload Tool	10,000	20%	80%	20%
6	Deliverable: Enforcement Case Tracking System	100,000		100%	0%
7	Report: Compliance Status (for Regulated Parties)	15,000		100%	0%
8	Deliverable: Annual Reporting Tool for Retired RIN #s	5,000		100%	0%
9	Deliverable: Account Management Screen	10,000		0%	100%
10	Deliverable: User Management Screen	10,000		0%	100%
11	Report: Display Total LCFS Credits in Circulation	11,000		100%	0%
12	Report: List of Accounts "Inactivated" Due to Profile Changes on Regulated Party Administrator Accounts	8,000		100%	0%
13	Report: List of Reports Awaiting Approval	15,000		100%	0%
14	Search Uploaded Documents by Date and Regulated Party	5,000	10%	90%	10%
15	Phase III: Documentation, Training and Help	30,000		100%	0%
ARB 07-409 Total Contract Amount		350,000			



**FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES**

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

INVOICE

INVOICE DATE:
09/30/09

Bill To:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

For:
Agreement No: 07-409

INVOICE #5 ARB 07-409
(Page 1)

DESCRIPTION	AMOUNT
FOUNDATION Software Development and On-Going Support Detail on page 2	\$ 30,550.00
FOUNDATION User Training Detail on page 3	\$ 0.00
PAYMENT APPROVED:  ROBERT D. FLETCHER, CHIEF STATIONARY SOURCE DIVISION DATE 10/28/09	
July 2009 Invoice	
TOTAL	\$ 30,550.00

ASK

Training

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30,550.00 +
19,935.00 +
23,211.20 +
1,049.14 +
74,745.34G-

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Make all checks payable to Foundation for California Community Colleges
If you have any questions concerning this invoice, contact Simon Lee, 916-325-0119
slee@foundationccc.org
** Documentation Attached

OK To Pay Council Council 10/22/09

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER
AGREEMENT NUMBER 07-409

PURCHASING AUTHORITY NUMBER 9I-0909-ARB-HQ1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Air Resources Board (hereafter called ARB or State)

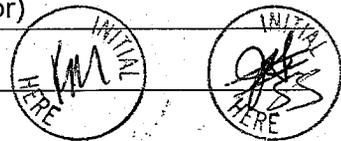
CONTRACTOR'S NAME

FCCC#10-12700-ARB-1208-001

Foundation for California Community Colleges (hereafter called FCCC or Contractor)

2. The term of this Agreement is **June 30, 2008 through ~~January 14, 2012~~ JUNE 30, 2010**
Note: Work to Commence on January 15, 2009

3. The maximum amount of this Agreement is: **\$350,000.00**
Three Hundred Fifty Thousand Dollars and Zero Cents



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:

- Exhibit A – Statement of Work 10 pages
- Exhibit B – Budget Detail and Payment Provisions 1 page
- Exhibit C* – IT General Provisions - GSPD-401IT (04/12/07) 10 pages
- Exhibit D - Special Terms and Conditions 1 page
- Exhibit D* – Information Technology Software Special Provisions (01/21/03) 3 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.pd.dgs.ca.gov/modellang/ModelContracts.htm*

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Foundation for California Community Colleges (FCCC)			
BY (Authorized Signature) <i>Keetha Mills</i>	DATE SIGNED <i>12/27/08</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING Keetha Mills, Chief Financial Officer		<i>#2 Contract Director, A.R.</i>	
ADDRESS 1102 Q Street, Sacramento, CA 95814			
STATE OF CALIFORNIA			
AGENCY NAME AIR RESOURCES BOARD			
BY (Authorized Signature) <i>Sharon Simmons</i>	DATE SIGNED <i>12/25/08</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING Socorro Watkins, Chief, Business Management Branch			
ADDRESS P.O. Box 2815, Sacramento, California 95812	Sharon Simmons Contract Services Section Manager Air Resources Board	<input checked="" type="checkbox"/> Exempt per 9I-0909-ARB-HQ1	

EXHIBIT A

SCOPE OF WORK

The FCCC agrees to use the Systems (Software) Development Life Cycle (SDLC) process to design and implement the software Compliance and Reporting Tool (CRT) to support the Air Resources Board (ARB) Low Carbon Fuel Standard (LCFS) Regulation. This regulation is expected to be finalized in mid-February 2009 and may be amended thereafter. The CRT is required to implement the compliance and reporting requirements under Section 95424 of the LCFS Regulation.

The LCFS CRT application will include the following specifications, attributes and capabilities:

- a) Ability to handle a large capacity of data in a highly structured and secured manner
- b) Fully customizable for handling multi-dimensional fuel types, fuel pathway configurations, and types of regulated parties.
- c) A user-friendly external web-interface that allows regulated parties to enter, upload, update, submit, and access information related to LCFS compliance determination. An internal web-interface accessible to ARB staff only to administrate, update, review, and approve all submitted information and to generate summaries and reports, as needed.
- d) Capable of interfacing with the fuel pathway life cycle databases used in the California Modified GREET Model which is an MS Excel based application/database
- e) Ability to provide assistance or automated training to end users through online Help and downloadable documentation. This should explain LCFS requirements, assumptions, calculations, and methodologies in a transparent manner.
- f) Ability to use lookup and submitted data to calculate carbon intensities of a diverse range of fuels and fuel mixtures.
- g) Ability to calculate, maintain, and track quarterly and yearly LCFS credits/deficits generated by regulated parties. The CRT must be able to perform credit/deficit accounting and track accurately credit transactions performed by the regulated parties.
- h) A secure data transfer and user authentication for reporting and enforcement.
- i) Ability to provide a "Digital Signature" report for ARB internal use containing the identification of the user, and timestamp and history of all transactions performed by the user.
- j) Free of known defects.

The proposed work is to be implemented in the two phases listed below:

PHASE 1 – LCFS CRT Technical Planning and Prototype Design

- Conduct technical and business requirements gathering with ARB Project Manager and other LCFS stakeholders, including "Regulated Parties" (primary system users) as defined in the LCFS regulations. Accurately document requirements for review and discussion.
- Provide the technical infrastructure needed to design, develop, test and deploy the CRT. This includes, but is not limited to, the CRT backend database used to manage and secure all reference lookup values generated by GREET or other tools identified by ARB, all data submitted and transactions performed by regulated parties and ARB staff, and any data that may support the general functionality of the CRT.
- Augment low carbon fuels related data for which information is not provided or available for all fuels being considered as part of the LCFS Regulation. Data will be available from various sources associated with agriculture, fuel production, fuel transportation and, handling and fuel use in transportation vehicles.
- Build the interface to the database of input values for various feedstocks, pathways, blendstocks associated with the GREET Model.

EXHIBIT A

- Develop a prototype design or proof-of-concept of the CRT demonstrating future-state functionalities, interfaces, pagination, and other features as needed to provide a good overview to the ARB Project Manager and LCFS stakeholders of the CRT's capabilities and attributes.
- Perform preliminary testing of the CRT with a report containing details of the tests performed, outcome, and resolution. Provide assistance to ARB staff and LCFS stakeholders in performing end-user acceptance testing, as needed.
- Based on testing results and preliminary user feedback, timely respond to change request modifications based on recommendations from ARB staff and LCFS stakeholders.
- Provide initial design documentation for review and acceptance.

Phase 1 Documentation Requirements:

- All documents used for the design and development of the CRT including, but not limited to, the overall technical designs used to develop, test, maintain, and deploy the CRT. Documentation should provide, at minimum, information related to the network, architecture, database, applicable hardware or software used, and any technical workflow, security, and environments used in the creating, testing, and deploying the CRT.
- All documents related to the overall business process flow demonstrating, at minimum, how the CRT functions from an end user's perspective. The documentation should clearly identify the workflow, pagination, or other details that elucidates how a user interacts with the CRT.

PHASE 2 – LCFS CRT Application Development

- Develop online applications supporting the LCFS CRT System to allow users to compute carbon intensities (CI) and submit compliance data. The CRT System is required to compute and maintain CO2 related emission credits for each regulated party.
- The design should incorporate a secure compliance system for electronic submissions.
- The security requirements from the methodologies and net security protocols being developed by the US EPA for their Renewable Fuels Program and the ARB LCFS should be reviewed and evaluated for incorporation (The LCFS CRT System will need to include these requirements.)
- Develop output screens to include online graphing capabilities along with other required application tools.
- Develop a comprehensive user guide that can be viewed online as part of the CRT application and readily downloaded by online users.
- The design is to include an online "Help" capability.
- Final user acceptance testing (UAT) of Phase II development with ARB and LCFS stakeholders. This includes testing, debugging, implementing modifications based on change requests from ARB staff and LCFS stakeholders.
- Provide final design documentation for review and acceptance by ARB prior to the end of the contract period. Documentation should include flow diagrams, high level description and module/code level descriptions, database schema, and network/configuration diagram.

EXHIBIT A

ADDITIONAL DELIVERABLES

Accompanying this guide, complete final system documentation shall be prepared by the FCCC and submitted to ARB for review and comment prior to the end of the contract period. A project schedule, budget and estimated person-hours are to be provided to the ARB Project Manager at regular intervals throughout the contract period.

Prior to commencing work, the Contractor and key project personnel shall meet with the ARB contract manager and other ARB staff in a kick-off meeting. The meeting location will be the ARB offices in Sacramento. The meeting will cover the initial requirements gathering, and preliminary project plan, schedule, and major milestones. Subsequent meetings will be devoted to detailing the project task list, work breakdown, resource loading, and any other issues that should be resolved during project analysis.

The FCCC will participate in regular progress and design review meetings with the ARB staff. These meetings will be either in-person or via teleconference. The ARB may request face-to-face meetings if deemed appropriate by ARB staff. The interval between meetings should be frequent and regular to keep the project moving and on track. The meeting schedule will be as deemed necessary by ARB staff with appropriate notice provided to the FCCC. The FCCC should help ensure an open, two-way communication with ARB staff throughout the course of this contract. The CRT application, must adequately address comments and concerns expressed by staff and stakeholders as part of a change request (CR) process. Also, FCCC must assist ARB staff in developing defensible explanations and responses to stakeholder comments derived either during or resulting from the development and implementation of the CRT System.

In addition to deliverables listed in the Scope of Work, the FCCC will provide quarterly invoices and electronic progress reports. These progress reports should follow the format defined in the ARB Progress Report Guidelines. They should include a discussion of the status of the project to date, the progress since the previous progress report, significant problems addressed during the quarter, significant problems to be addressed in the next quarter, and work planned for the next quarter. The quarterly progress report should also quantify the percentage of work accomplished to date and percentage of budget used to date.

ADDITIONAL CRITERIA

The CRT System developed by the FCCC for the ARB will be available in the public domain and will not be the property of the FCCC. It will be comprised of non-proprietary software application tools (web-based software applications) available to all users who wish to utilize the tools to confirm their compliance with the developed LCFS regulation.

This Statement of Work (SOW) reflects the services to be provided by the FCCC for Air Resources Board. The FCCC is to provide personnel to assume specific roles to support the work described in this SOW. The System will provide web-based capabilities to allow stakeholders to evaluate carbon intensity (CI) of their fuels of interest, assist with their reporting, and to assist ARB with enforcement efforts against violators in support of the LCFS Regulation.

EXHIBIT A

1.1. General Application Requirements

- 1.1.1. Allow regulated parties to report their fuel quantities and carbon intensity data per the Low Carbon Fuel Standard (LCFS) Regulation.
- 1.1.2. Allow regulated parties to meet LCFS compliance reporting requirements by submitting data to the ARB online and on time.
- 1.1.3. Automate ARB business processes by sending automated e-mail messages to regulated parties, and ARB staff regarding receipt of compliance data.
- 1.1.4. Automate monitoring and evaluation of compliance data.
- 1.1.5. Allow for standardized reporting of data as well as ad-hoc reporting based on selected data fields within the CRT System
- 1.1.6. Provide an interface with staff of both the Enforcement and Stationary Source Divisions to identify circumstances where further investigation or audit maybe required.
- 1.1.7. Ability to attach and access appropriate documents associated with files of regulated parties.
- 1.1.8. Provide access for regulated parties to their own specific data that resides in the System.
- 1.1.9. Provide a User Guide for use by regulated parties.
- 1.1.10. Provide a User Guide for ARB Low Carbon Fuel Standard and Fuels Enforcement staff.
- 1.1.11. Provide four user training sessions. ARB Low Carbon Fuel Standard and Fuels Enforcement staff will be given a minimum of two eight hour sessions covering the internal usage of the CRT System. These sessions will be held in Sacramento and in El Monte. Additionally, two eight hour sessions will be given to the regulated parties covering the external usage of the System. The locations of these sessions are to be determined – one in southern California and one in northern California. ARB will provide training site and equipment.

1.2. Technical Plan

- 1.2.1. Infrastructure Requirements: The FCCC will be responsible for installing, configuring and maintaining the development and test environments. The servers hosting the production environment are the property of ARB. No new hardware purchases are being anticipated as necessary to support this project.
- 1.2.2. Software Architecture: The software will be implemented as a web application using ASP.NET and C#. The target platform for the software will be Windows 2003 and SQL Server 2005. The Visual Studio 2005 developer environment will be used to develop the code. SourceGear Vault will be used for source code control.

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[The FCCC software architecture will be an application with three layers: user interface, business logic, and data access. The user interface layer will contain all the logic necessary for interacting with the user. The business logic layer will include all the business rules and workflows necessary to implement the LCFS CRT System. The data access layer accomplishes the access to SQL Server:Relational Database Management System (RDBMS).]

- 1.2.3. The business continuity of the CRT System will be assured through hosting the production servers at Raging Wire Enterprise Data Center in Sacramento. This center provides 24/7 power protection and disaster recovery services.

The development and test servers will be hosted with the data center at the FCCC.

- 1.2.4. The Contractor services shall be performed at Sacramento and El Monte, CA, or such locations as FCCC determines will best accomplish the provision of required services.

- 1.2.5. The services shall be provided from June 30, 2008 through ~~January 14, 2012~~. *JUNE 30, 2010*

1.3. Detailed Description of Work

- 1.3.1. Allow regulated parties to report fuel quantities and carbon intensity data as required by the Low Carbon Fuel Standard (LCFS) Regulation.

1.3.1.1. Regulated parties for low carbon fuels will be required to use the web-based system to verify compliance with the LCFS

1.3.1.2. The system must provide the ability to apply for and establish an account on the LCFS Compliance and Monitoring System. The user needs to be able to manage/edit their account profile information and password

- a. A web page for establishing an account and the ability to submit after entering all required account information.
- b. Three Account Types: "Regulated Party"; ARB Admin and ARB Enforcement
- c. A system generated confirmation e-mail shall be sent to the regulated party indicating that their application has been received
- d. A system generated "account request application received" e-mail to a designated email address for LCFS ARB staff for review.
- e. Provide the ability for staff to review application information and approve or disapprove the account application.
- f. Provide an automated e-mail response to the applicant with the status of their application and, where approved, a link to the user guide for the online application.
- g. If the account request submittal is disapproved, a system generated e-mail will include the reason for the disapproval.
- h. An administration interface will be needed for use by ARB staff administering the CRT System. These will be for administrating accounts, reviewing data, ad hoc queries, change data in a batch of fuel, or for other data changes and corrections needed.

1.3.1.3. System will allow regulated parties with accounts to update their account and fuels information

- a. The CRT System will provide a complete audit trail of all changes for account holders by user id, change date, and time.



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- b. The system will notify ARB staff that a modification has been made to an account.
 - c. All updated information will be available and highlighted for review by ARB staff to ensure the regulated party remains eligible.
 - d. Provide the ability for staff to approve or disapprove all account modifications.
 - e. Provide an automated e-mail response to the regulated party with the status of their modifications and, if deemed ineligible due to the modifications, provide the reason for ineligibility.
 - f. If modifications are approved, apply them to the account.
- 1.3.1.4. Provide a process for approved regulated parties with accounts to login and access the system to submit data to verify fuel(s) compliance as follows:
- a. Select fuel type:
 1. California reformulated gasoline ("gasoline" or "CARFG"),
 2. California ultra low sulfur diesel fuel ("diesel fuel" or "ULSD"),
 3. Compressed natural gas ("CNG") or liquefied natural gas ("LNG"),
 4. Liquefied petroleum gas ("LPG" or "propane"),
 5. Electricity,
 6. Compressed or liquefied hydrogen ("hydrogen"),
 7. A fuel blend containing ethanol,
 8. A fuel blend containing biomass-based diesel,
 9. Pure denatured ethanol (E100),
 10. Pure biomass-based diesel (B100), and
 11. Any other liquid or non-liquid fuel.
 - b. Enter data required for determining the carbon intensity of the fuel.
 1. Depending on the account type of the regulated parties, the account holder will have different requirements and, therefore, be presented with a different form for the data associated with their fuel(s).
 2. Once a regulated party indicates that their data is complete and correct, the System will calculate a preliminary determination of whether or not the fuel meets the California LCFS. A response will be displayed online to the party holding the account.
 - i. The System will determine if a fuel meets the standards using a complex set of algorithms and display a simple Pass/Fail message to the online user. The details of the algorithms will not be visible to or modifiable by any of the online users other than ARB staff.
 3. A registered regulated party has the ability to submit data to ARB at any time before each data submission deadline as defined in the regulation.
 - i. When data are submitted to ARB, the System will issue a confirmation e-mail to the submitting user indicating their data were received. An online message will also be displayed to the user
 - ii. The System will perform data validation on all data input fields.

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- iii. If a problem is found in the data, the System will return an error message to the user explaining the reason their data was rejected.
 - iv. The System will generate a notification e-mail to the appropriate ARB staff that new data has been received.
 - v. If the data is submitted outside of work hours, the e-mail will be sent to specified ARB users with available mobile devices.
 4. Provide for the possibility of data being submitted by the users with errors.
 5. Allow for re-submission and certification of an existing batch of fuel. Provide an audit trail of the re-submission.
 6. The System will allow user to identify the erroneous data and to submit corrected data prior to fuel distribution.
 7. The System will provide admin capabilities to ARB staff to change data for a batch of fuel.
 8. The System will create an audit trail of the changes and capture the appropriate information:
 - i. The ARB staff person making the change
 - ii. The change date and time
 - iii. The complete history of the data before and after the change
- 1.3.2. The CRT System will allow ARB staff to perform the following actions associated with a specific fuel compliance reporting:
- 1.3.2.1. Send an e-mail from the System, capturing all appropriate data (to, from, subject, etc.).
 - 1.3.2.2. Attach and access documents. For example, a written description of what was discovered during an inspection and sampling of a batch of fuel.
 - 1.3.2.3. Write and post a note or comment.
 - 1.3.2.4. Record a phone message or a phone conversation.
- 1.3.3. Allow for standardized reporting of data as well as ad-hoc reporting based on selected data fields within the System database.
- 1.3.3.1. The System will provide the following report for users and ARB staff
 - a. Quarterly Progress Reports
The regulated party must submit a quarterly progress report that meets, at a minimum, the requirements outlined in Table 1 below.
 - b. Annual Compliance Reports
The regulated party must submit an annual compliance report that meets, at minimum, the requirements outlined in Table 1.
 - c. A regulated party will not be able to see data associated with another regulated party.

EXHIBIT A

Table 1. Summary Checklist of Quarterly and Annual Reporting Requirements for LCFS Transportation Fuels. (R = Required, O = Optional)

Parameters to Report	Gasoline & Diesel fuel	CNG, LNG, LPG	Electricity	Hydrogen Or Hydrogen Blends	Blended and Pure Fuels (i.e. E85, B20, B100, E100)
Company or organization name	R	R	R	R	R
Reporting period	R	R	R	R	R
Type of fuel	R	R	R	R	R
Blended fuel (yes/no)	R	R	R	R	R
If yes, number of blendstocks	R	R	n/a	R	R
Type(s) of blendstock	R	R	n/a	R	R
RIN Number	R	n/a	n/a	n/a	R
Blendstock type	R	R	n/a	R	R
Blendstock feedstock	O	O	n/a	O	O
Feedstock origin	O	O	n/a	O	O
Production process	O	O	O	O	O
** The CI from GREET or Lookup Table (JAFCI)	R	R	R	R	R
Amount of each blendstock (MJ)	R	R	n/a	R	R
* The CI of the fuel (AFCI _{compliance})	R	R	R	R	R
Amount of each fuel used as gasoline replacement (MJ)	R	R	R	R	R
Amount of each fuel used as diesel fuel replacement (MJ)	R	R	R	R	R
* Credits/deficits generated per quarter (MT)	R	R	R	R	R
For Annual Reporting (in addition to the items above)					
* Credits/deficits generated per year (MT)	R	R	R	R	R
* Carried-over credits used from the previous year (MT), if any	R	R	R	R	R
* Deficits carried from the previous year (MT), if any	R	R	R	R	R
* Credits acquired from another party (MT), if any	R	R	R	R	R
* Credits sold to another party (MT), if any	R	R	R	R	R
* Credits exported to another program (MT), if any	R	R	R	R	R

* Value will be calculated or stored in the Compliance Tool.
 ** Value will be calculated by GREET or provided by lookup table.

EXHIBIT A

1.3.3.2. Provide for ad-hoc reporting allowing ARB staff to select various fields within the CRT system database for trend / pattern analysis.

1.3.3.3. Other reports to be defined.

1.3.4. Security and Access

1.3.4.1. The LCFS CRT System will use SSL technology.

[Secure Sockets Layer (SSL), are cryptographic protocols that provide secure communications over the Internet for web browsing, e-mail, Internet faxing, instant messaging and other data transfers.

The SSL protocol will allow the system to communicate across a network in a way designed to prevent eavesdropping, tampering, and message forgery. SSL provides endpoint authentication and communications privacy over the Internet using cryptography.]

1.3.4.2. Sensitive Data will be Salted and Hashed for Security.

[In cryptography, a hash function is a transformation that takes an input and returns a fixed-size string, which is called the hash value. Hash functions with this property are used for a variety of purposes, including cryptography. The hash value is a concise representation of the longer message or document from which it was computed.]

[In cryptography, a salt comprises random bits that are used as one of the inputs to a key derivation function. The other input is usually a password or passphrase. The output of the key derivation function is stored as the encrypted version of the password. A salt can also be used as a key in a cipher or other cryptographic algorithm. The key derivation function typically uses a hash function.]

EXHIBIT A

The project representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor: Foundation for CA Comm. Colleges
Section/Unit: Stationary Source Division	Section/Unit: Director of Systems
Name: Renee Littaua	Name: Paul Lanning, President and CEO
Phone: (916) 322-6019	Phone: (916) 325-0848
Fax: (916) 322-6088	Fax: (916) 325-0844
Email: rlittaua@arb.ca.gov	Email: planning@foundationccc.org

Co-Project Representative:

State Agency: Air Resources Board
Section/Unit: Stationary Source Division
Name: Steve Brisby
Phone: (916) 322-1210
Fax: (916) 322-6088
Email: sbrisby@arb.ca.gov

Direct all inquiries to:

State Agency: Air Resources Board	Contractor: Foundation for CA Comm. Colleges
Section/Unit: Stationary Source Division	Section/Unit: Director of Systems
Attention: Sue Bayoneta	Attention: Cynthia Stover
Address: 1001 "I" Street, Floor 20 Sacramento, CA 95812	Address: 1102 Q Street Sacramento, CA 95812
Phone: (916) 327-8215	Phone: (916) 325-1850
Fax: (916) 327-2940	Fax: (916) 325-0844
Email: sbayonet@arb.ca.gov	Email: cstover@foundationccc.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the FCCC for actual expenditures incurred:

<u>Budget Detail:</u>	Software Development and On-Going Support	\$340,000.00
	User Training	\$10,000.00
	TOTAL	\$350,000.00

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to FCCC or to furnish any other considerations under this Agreement and FCCC shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to FCCC to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, ARB shall meet with the Contractor and Project Manager for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which are not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at 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 in triplicate and a report in triplicate covering services to termination date, following the invoice and report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB reserves the right to renew this agreement for additional time and/or additional funding.