

# Request for Proposals

## Geomagnetic Induced Current (GIC) Analysis and Training

**Issue Date:** March 6, 2017

**Responses Due:** May 5, 2017



155 North 400 West, Suite 200

Salt Lake City, Utah 84103-1114

## 1. Introduction

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The Western Electricity Coordinating Council (“WECC”) is issuing this Request for Proposals (“RFP”) seeking proposals from vendors qualified to:

1. develop a Western Interconnection-wide Geomagnetic Induced Current (“GIC”) model that can be used by NERC registered entities to perform the assessments specified in TPL-007, Requirement R4;
2. determine the data quality of GIC information provided by WECC, identify appropriate data if essential data is missing, and help develop data checks and automate corrections;
3. train WECC in the use of GIC simulation tools; and
4. perform an assessment of the GIC flows in the Western Interconnection-wide GIC model.

The Western Interconnection-wide GIC model will be used by NERC registered entities to perform the assessments specified in NERC Reliability Standard TPL-007-1, Requirement R4, which states:

- R4.** Each responsible entity, as determined in Requirement R1, shall complete a GMD Vulnerability Assessment of the Near-Term Transmission Planning Horizon once every 60 calendar months. This GMD Vulnerability Assessment shall use a study or studies based on models identified in Requirement R2, document assumptions, and document summarized results of the steady state analysis.
- 4.1.** The Study or studies shall include the following conditions:
- 4.1.1.** System On-Peak Load for at least one year within the Near-Term Transmission Planning Horizon; and
  - 4.1.2.** System Off-Peak Load for at least one year within the Near-Term Transmission Planning Horizon.
- 4.2.** The Study or Studies shall be conducted based on the benchmark GMD event described in Attachment 1 to determine whether the System meets the performance requirements in Table 1.

These GMD Vulnerability Assessments must include an On-Peak Load and an Off-Peak Load for at least one year within the Near-Term Transmission Planning Horizon.

The GIC flow information will be used by registered entities to perform the transformer thermal impact and power flow assessment specified in TPL-007-1, Requirement R5, which states:

- R5.** Each responsible entity, as determined in Requirement R1, shall provide GIC flow information to be used for the transformer thermal impact assessment specified in Requirement R6 to each

Transmission Owner and Generator Owner that owns an applicable Bulk Electric System (BES) power transformer in the planning area. The GIC flow information shall include:

- 5.1. The maximum effective GIC value for the worst case geoelectric field orientation for the benchmark GMD event described in Attachment 1. This value shall be provided to the Transmission Owner or Generator Owner that owns each applicable BES power transformer in the planning area.
- 5.2. The effective GIC time series, GIC(t), calculated using the benchmark GMD event described in Attachment 1 in response to a written request from the Transmission Owner or Generator Owner of an applicable BES power transformer in the planning area. GIC(t) shall be provided within 90 calendar days of receipt of the written request and after determination of the maximum effective GIC value in Part 5.1.

All respondents to this RFP (“Respondents”) must submit a proposal that addresses the work described in Exhibit A. All proposals are subject to the conditions set forth in this RFP. Section 8 describes the required content and format of the proposals. The information derived from this RFP will be used to select a Respondent to perform the work set forth in Exhibit A on behalf of WECC. Any resultant contract will be based on the Exhibits to this RFP.

This RFP does not constitute an offer to form a contract and does not obligate WECC to accept or consider any party’s response to this RFP. WECC has no obligation to provide compensation in any form to any party in connection with any action taken or for any costs incurred in response to this RFP. WECC retains full discretion with respect to whether and how to proceed with this procurement; including making this RFP available and proceeding or not proceeding with the procurement of the work described, in any manner WECC sees fit.

## 2. WECC Background

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WECC is the Regional Entity responsible for coordinating and promoting Bulk Electric System reliability in the Western Interconnection. WECC provides environment for coordinating the operating and planning activities of its Members as set forth in the WECC Bylaws.

WECC's service territory extends from Canada to Mexico. It includes the provinces of Alberta and British Columbia, the northern portion of Baja California, Mexico, and all or portions of the 14 Western states.

WECC is geographically the largest and most diverse of the eight Regional Entities that have Delegation Agreements with NERC. Due to the vast and diverse regional characteristics, WECC and its Members face unique challenges in coordinating the day-to-day interconnected system operation and the long-range planning needed to provide reliable electric service across nearly 1.8 million square miles.

### 3. Submitted Information

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Ownership of all data, material, and documentation – regardless of where it originated – that is submitted to WECC, pursuant to this RFP, shall belong exclusively to WECC and may be subject to inspection by the WECC Board of Directors, WECC staff, WECC Members, or the public, except that information specifically identified by the Respondent as confidential or proprietary will not be made public.

WECC reserves the right to accept, reject, or use, without obligation or compensation, any information submitted in response to this RFP.

### 4. Proprietary or Confidential Information

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WECC requires that confidential or proprietary information not be submitted in response to this RFP unless it is clearly marked as proprietary or confidential. WECC will not release any submitted information, including information that is submitted to WECC after the initial submission, which is marked confidential or proprietary, except to those evaluating the responses or otherwise having a direct need to know and except as specifically required by authorized auditors or by applicable law, regulation, or court order. However, WECC may release summaries of such data that do not specifically identify any confidential or proprietary information. WECC will ensure all evaluators have signed non-disclosure agreements prior to the review of information marked confidential or proprietary.

While specific pricing information submitted by Respondents will be kept confidential, WECC may release or publish aggregate pricing information (bid totals without identification of Respondents) for budgeting and comparison purposes.

### 5. RFP Response Deadline and RFP Schedule

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Responses to this RFP are due in their entirety on or before 5:00 P.M., MT on May 5, 2017 in the format and including the content described in Section 8, delivered to Doug Tucker, Staff Engineer, via email at: [dtucker@wecc.biz](mailto:dtucker@wecc.biz).

Hard copy responses delivered via mail or other means will not be accepted.

WECC may reject late offers. WECC reserves the right to not consider unsolicited responses.

#### Acquisition Schedule

Date	Event
March 6, 2017	RFP Issued
May 5, 2017	RFP Responses Due

## 6. Contact Information

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### RFP Point of Contact:

Doug Tucker, Staff Engineer  
Western Electricity Coordinating Council  
155 North 400 West, Suite 400  
Salt Lake City, UT 84103  
dtucker@wecc.biz  
801-819-7606

## 7. Respondent Questions to WECC

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Respondents may ask questions regarding the RFP. These questions must be submitted to the RFP Point of Contact electronically via email. To the extent the questions are not Respondent-specific, the questions and responses may be posted on the WECC website.

## 8. WECC Questions to Respondents

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Upon reviewing the responses to this RFP, WECC may have additional technical, business, or financial questions for a Respondents. Such questions and Respondents' answers to them will be kept confidential, consistent with the terms of Section 4 above, to the extent they are clearly marked as Proprietary or Confidential.

## 9. RFP Responses

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### 9.1 General

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All responses must address the requirements identified in Exhibit A.

### 9.2 Response Requirements, Format and Organization

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Acceptable response formats include MS Word (versions 2007, 2010 or 2016) and Adobe Acrobat PDF files. Any graphics included in the response must be viewable by MS Word or Adobe Acrobat.

Acceptable RFP responses are limited to six 8½-by-11 pages using a minimum size 12-point font.

Each complete response shall contain the following components:

- A. Cover Letter
- B. Company Information
  - a. Respondent Background and Qualifications
  - b. Respondent Experience

- c. References
- C. Technical Proposal
  - a. Technical Plan and Approach
  - b. Subcontracting (if applicable)
  - c. Supporting Documentation
- D. Business Proposal
  - a. Pricing Proposal
  - b. Proposed Schedule

Each of these components is explained in detail below.

### 9.2.1 Cover Letter

- Each Respondent must identify who will act as the Respondent's primary contact throughout the RFP process, including that person's position in the organization, mailing address, telephone number, fax number, and email address. The cover letter shall be signed by an individual authorized by Respondent to submit a response.

### 9.2.2 Company Information

- **Company Background and Qualifications.** Provide a summary of Respondent's professional and financial background and qualifications. The following is the minimum, required information:
  - Describe Respondent company's legal structure and ownership.
  - Identify the date the company was established and how long the business has provided similar products or services.
  - Identify office location(s).
  - Provide any information that would support the volume of business, credit worthiness, and financial stability of Respondent.
  - Provide qualifications/résumés of any individual(s) being proposed to perform the services in Exhibit A.
- **Respondent Experience.** Submit examples of Respondent's previous activities and work that are similar to the requirement of this RFP. Describe Respondent's experience in powerflow analyses and modeling software, geomagnetic induced currents, software development and user training and support. Describe Respondent's experience in managing projects of this nature.

- **References.** Provide a list of at least three (3) customers WECC may contact for references. Use examples that are similar to this RFP. The reference information should include:
  - Client business name and address;
  - Client contact name and telephone number; and
  - Brief description of the scope of services provided.

### 9.2.3 Technical Proposal

All RFP responses shall include a Technical Proposal that specifically addresses the requirements contained in Exhibit A, as specified below:

- **Technical Plan and Approach.** Submit Respondent's technical approach for performing the work specified in Exhibit A.
- **Subcontracting (if applicable).** Identify any subcontractors that Respondent plans to use in the performance of this work. No subcontracting will be permitted unless WECC has been specifically notified and is able to evaluate the subcontractor prior to contract award or as provided under Exhibit C, Section A.
- **Supporting Documentation.** Include examples of previous Respondent activities related to this proposal, including published documentation, as attachments to the proposal. Documentation may include presentations, white papers, formal publications or any other documents demonstrating expertise in any of the areas identified under Respondent Experience.

### 9.2.4 Business Proposal

- **Pricing Proposal.** WECC requests prices on a firm fixed-price basis. Complete Exhibit B and submit it with the Business Proposal. Prices are to include all costs, overhead, profit, taxes, etc. Price will be fixed for the life of the Contract.
- **Proposed Schedule.** Please submit a proposed schedule for performing the work specified in Exhibit A, including key milestones.

## 10. Evaluation Criteria and Basis of Award

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WECC is seeking proposals that provide the best combination of attributes to select the "maximum value" proposal. Maximum value will be determined by comparing attributes including, but not limited to, the following:

- Total cost to WECC;
- Technical and management expertise;
- Quality and adaptability of supplies or services;
- Respondent's financial health;

- Respondent's independence from conflicts of interest;
- Respondent's skill, experience, reputation for integrity and honesty;
- Respondent's ability to furnish any required repairs and maintenance services;
- The expected time of delivery or performance;
- Past performance; and
- Respondent's compliance with the specifications of this RFP.

## **11. Examples of Contract Terms**

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The following Exhibits A, B, and C are examples of the terms WECC uses for all WECC contracts. These Exhibits are being provided as examples only. The actual contract terms proposed by WECC may vary. While specific terms may be negotiated as necessary and appropriate, Respondents are expected to agree to the use of these Exhibits in any resulting contracts.



# GIC Analysis and Training Request for Proposals

## Exhibit A—Statement of Work

### Part A General

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#### Purpose

The purpose of this Contract is to (1) develop a Western Interconnection-wide Geomagnetic Induced Current (“GIC”) model that can be used by NERC-registered entities to perform the assessments specified in TPL-007, Requirement R4; (2) determine the data quality of GIC information provided by WECC, identify appropriate data if essential data is missing, and help develop data checks and automate corrections; (3) train WECC in the use of GIC simulation tools; and (4) perform an assessment of the GIC flows in the Western Interconnection-wide GIC model.

#### Background

NERC Reliability Standard TPL-007 indicates that during a Geomagnetic Disturbance (“GMD”), GIC may cause transformer hot-spot heating or damage, loss of reactive power sources, increased reactive power demand, and misoperation of protection and control systems; the combination of which may result in voltage collapse and blackout. NERC Reliability Standard TPL-007 requires that NERC registered entities develop and maintain GIC system models and that they perform GIC studies to complete GMD Vulnerability Assessments. As a result, a Western Interconnection-wide GIC model needs to be developed and maintained for NERC-registered entities to use to comply with TPL-007. WECC currently develops Western Interconnection-wide power flow and dynamic stability models and seeks to expand the existing methods and processes by which these models are created to include GIC data necessary to perform GIC studies.

#### WECC-furnished Property or Services

WECC will collect and provide GE Positive Sequence Load Flow (PSLF) power flow data for the Western Interconnection-wide GIC model.

#### Contractor-furnished Property or Services

Contractor is required to provide all other property and services in support of this contract.

### Part B Technical Requirements

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#### Requirements, Deliverables and Time Schedule

The required tasks, deliverables, and due dates are listed below.

Task	Description	Due Date	Deliverable(s)
1. GIC Model Development	<p>Develop a Western Interconnection-wide GIC model that can be used by NERC registered entities to perform the GMD Vulnerability Assessments specified in Reliability Standard TPL-007, Requirement R4. Contractor shall use GIC specific data provided by WECC to develop the model. This model must be compatible with a System On-Peak Load and a System Off-Peak Load.</p> <p>Contractor shall include WECC in the model development process such that WECC has an understanding of how the model is being developed and is capable of recreating development.</p> <p>Contractor shall be responsible for performing validation testing to ensure that the Western Interconnection-wide GIC model is capable of being used by NERC registered entities to meet TPL-007, Requirement R5.</p>	TBD	a. Functional GIC model of the Western Interconnection
2. Data Quality	<p>Determine the data quality of the GIC information provided by WECC, identify appropriate data if essential data is missing, and help develop data checks and automate corrections.</p> <p>Contractor shall include WECC in the data quality process to ensure that WECC is satisfied with the data quality and that WECC has an understanding of the process and is capable of using it going forward.</p>	TBD	a. Recommended changes or adjustments to the data b. List of data errors c. Suggest typical data if data was not provided

3. Software training	<p>Train WECC in the use of GIC simulation tools. Training will include, but not necessarily be limited to:</p> <ul style="list-style-type: none"> <li>• Simulation setup;</li> <li>• Model parameters;</li> <li>• Data checking;</li> <li>• Typical data assumptions;</li> <li>• Simulation with WECC specific data; and</li> <li>• Simulation post-processing</li> </ul> <p><i>Note: WECC currently licenses and uses PSLF, including the GMD Add-on. As such, PSLF may be WECC's preferred software.</i></p> <p>Contractor shall provide the training in two separate two-day sessions. Contractor shall provide the training sessions at WECC's offices in Salt Lake City, UT. Contractor shall provide the training to up to three WECC employees. The first training session shall be focused on set up and data and the second training session shall be focused on running the model and assessing the results.</p>	TBD	<ul style="list-style-type: none"> <li>a. In person training</li> <li>b. Report templates</li> <li>c. Automation for simulation and data generation</li> <li>d. Post processing tools</li> </ul>
4. GIC Flow Assessment and Report	<p>Perform an assessment of the GIC flows in the Western Interconnection-wide GIC model. Provide all GIC flows through transformers in a report that can be shared with NERC registered entities to comply with TPL-007, Requirement R5.</p> <p>Contractor shall include WECC in the assessment process, such that WECC has an understanding of how the assessment is performed and is capable of performing future assessments.</p>	TBD	<ul style="list-style-type: none"> <li>a. GIC Simulation Assessment of Western Interconnection</li> <li>b. Report of the findings for TPL-007, Requirement R5</li> </ul>

**Project Management Plan**

Contractor shall provide bi-weekly (every other week) updates to WECC on the progress of the Services. Contractor shall provide the updates to WECC via a webinar hosted by WECC. Other participants (including WECC stakeholders) shall be at the discretion of WECC. Contractor shall provide WECC notice of any issues needing resolution in advance of the webinar. Contractor shall obtain WECC's written approval of any resolutions agreed to during the webinar. In accordance with Section H.2 – Modification, no changes to this Contract can be made except in writing executed by both Parties hereto.

**Part C Inspection and Acceptance**

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WECC will review and approve all deliverables and performance to ensure compliance with this Exhibit A. WECC may inspect any work at any time and place. WECC will perform inspections in a manner that will not unduly delay the work. Neither inspection, lack of inspection, acceptance, nor payment shall relieve Contractor of any of its obligations under this Contract.

## GIC Analysis and Training Request for Proposals

### Exhibit B: Price Schedule

Respondents must provide the following information in their responses. WECC requests prices on a firm fixed-price basis. Prices are to include all costs, overhead, profit, taxes, etc. Price will be fixed for the life of the Contract.

Task	Fixed Price
GIC Model Development	\$0.00
Data Quality	\$0.00
Software Training (include any necessary travel)	\$0.00
GIC Flows Assessment and Report	\$0.00
Total	\$0.00

All prices are Fixed in \$USD.

# GIC Analysis and Training Request for Proposals

## Exhibit C: WECC Standard Clauses

### A. Services

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#### 1. Services

WECC agrees to retain and Contractor agrees to provide to WECC the services described in Exhibit A (“Services”). Contractor also has, or will obtain prior to commencing work on the Services, and will maintain any required certification necessary to provide the Services and will bear the cost of any such certification. All access by Contractor to WECC’s premises and property shall be in accordance with WECC’s applicable personnel and security policies and procedures.

#### 2. Performance Standards

Contractor agrees to perform the Services to the reasonable satisfaction of WECC as specified in Exhibit A and as required by any professional requirements, statutes or regulations to which the Services or work on the Services would be subject. Contractor agrees to perform the Services in a timely manner and in compliance with time schedules therein. Contractor shall perform any other ancillary duties reasonably related to performing the Services in the same manner and to the same standards as provided herein.

#### 3. Inspection

WECC may inspect any Services at any time and place. WECC will perform inspections in a manner that will not unduly delay the Services. If any of the Services do not conform to the requirements expressed or implied in Exhibit A, WECC may require Contractor to perform the Services again in conformity with this Contract. Neither inspection, lack of inspection, acceptance, nor payment shall relieve Contractor of any of its obligations under this Contract.

#### 4. Subcontracting

Contractor shall not subcontract any Services not specifically agreed upon at Contract award without WECC’s prior written approval. Consent to subcontract any portion of this Contract shall not relieve Contractor of any responsibility under this Contract.

#### 5. Warranty

Contractor warrants that all Services performed under this Contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements expressed or implied in Exhibit A of this Contract. WECC will give written notice of any defect or nonconformance to

Contractor within a reasonable period of time after discovery. Corrections shall be at no cost to WECC, and any Services corrected or re-worked by Contractor shall be subject to this clause to the same extent as work initially performed.

## **B. Payment**

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### **1. Payment – Firm Fixed-Price Contracts**

WECC shall pay Contractor the fixed amount specified in Exhibit B for all Services required by Exhibit A of this Contract. Interim payments may be made as follows:

- a. WECC shall make interim payments as the work proceeds based on the stage, milestone, or percentage of work accomplished. Contractor shall furnish a breakdown of the work by major milestone or as a percentage of the total Contract price for approval by WECC and in such detail as required by WECC.
- b. Title to all material and work covered by progress payments shall pass to WECC at the time of payment. This shall not be construed as relieving Contractor from the sole responsibility for all work on which payments have been made or the restoration of any damaged work; or waiving WECC's right require the fulfillment of all of the terms of the Contract.
- c. WECC shall pay the amount due Contractor under this Contract after completion and acceptance of all work. Upon receipt and approval of the invoice designated by Contractor as the "final invoice" and supporting documentation, and upon compliance by Contractor with all terms of this Contract, WECC shall promptly pay any balance due Contractor.

### **2. Withholding**

If necessary, WECC reserves the right to withhold an amount not to exceed ten (10) percent of the total Contract price for a reasonable period of time to ensure Contractor's performance or to otherwise protect WECC's interests under the Contract.

### **3. Billing Instructions**

Contractor may bill upon completion and acceptance of any fixed price item identified in Exhibit B or in accordance with any milestone schedule submitted by Contractor and approved by WECC under B.1, Payment – Firm Fixed-Price Contracts.

Contractor may submit invoices electronically (email, fax, etc.). Invoices must include (1) Contractor's name and address, (2) the invoice date, (3) a description of products delivered or work performed, (4) the price and quantity of items actually delivered or services rendered, (5) any associated expenses,

(6) total amount due, (7) the name and address of the person to whom payment will be made, and (8) the name, title, phone number, and mailing address of person to be notified in event of a defective invoice or defective product.

#### **4. Payment Terms**

Payment will be made after (1) invoicing as described in this Section B and (2) 30 days after WECC acceptance of any performed services or delivered items as described in Exhibit A. Acceptance is deemed to occur within 15 days after receipt of goods and services unless Contractor is notified otherwise.

#### **5. Discounts for Prompt Payment**

In connection with any discount offered for prompt payment, time shall be computed from the date shown on the invoice or, if no date is shown, from the date WECC receives the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check.

#### **6. Taxes, Permits, Licenses**

Contractor shall be responsible for obtaining, maintaining, and bearing the cost of all permits and licenses, as well as self-employment, social security, revenue, business, sales, excise, or any other taxes, fines, penalties, or other liability to the Internal Revenue Service of the United States or to the applicable taxing authority of another country, and to any state, province, or other entity with taxing jurisdiction. Contractor agrees to indemnify and hold harmless WECC from any claim of liability of any kind by any taxing, permitting, or licensing authority as a result of the payments made under this Contract.

### **C. Assignment of Inventions**

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#### **1. Covered Work**

“Covered Work” means all Services and all inventions or other intellectual property that is conceived by Contractor (alone or with others) while performing Services for WECC, or developed in whole or in part on WECC’s time, or in whole or in part using WECC’s equipment, supplies, or facilities, or that depend for their effectiveness on, or incorporate, WECC’s Confidential Information. Covered Work includes all Services and all inventions or other intellectual property conceived or developed by Contractor, whether or not the activities occur (i) on or off the premises; (ii) before, during or after working hours; or (iii) within or without the scope of work assigned to Contractor.



## 2. Assignment

Subject to the payment by WECC of all agreed upon fees and expenses, Contractor assigns to WECC exclusively, throughout the world, all of its rights, titles, and interest in and to the Covered Work, including without limitation all copyright and trademark rights associated therewith and confirms that WECC has the right to make, have made, and own enhancements, derivative works, and other modifications to Covered Work. To the extent Contractor includes any third-party content in the Covered Work, Contractor will identify all third-party content and any limitations that are applicable to the use and exploitation of such third-party content prior to or at the time of delivery thereof. Contractor has the sole obligation for obtaining any and all rights, clearances, or licenses necessary to use and exploit any third-party content in connection with the Services. Contractor agrees to execute any documents required to perfect WECC's rights and ownership under this section, on request, even after Contractor is no longer performing Services for WECC.

## 3. Reporting

Contractor agrees to inform an officer of WECC in an executed writing if it intends to incorporate into WECC's products or technology or otherwise use for WECC's benefit any invention made by Contractor that it believes is not a Covered Work. If Contractor fails to inform an officer of WECC prior to such use of an invention, Contractor hereby grants to WECC a non-exclusive, unlimited, perpetual, irrevocable, worldwide, royalty-free right and license to use such invention in connection with WECC's business and in its sole discretion.

## 4. Cooperation

Contractor agrees to promptly reveal all information relating to inventions and Covered Works to an appropriate officer of WECC and to cooperate with WECC to execute such documents as may be necessary in the event WECC desires to seek copyright, patent or trademark protection thereafter relating to inventions and Covered Work Contractor conceives or develops. Contractor irrevocably appoints WECC as its agent and attorney-in-fact to perform any acts necessary to obtain and protect from infringement letters patent, copyright and other intellectual property rights provided by law. Any acts taken by WECC on Contractor's behalf pursuant to this section shall have the same legal force and effect as if executed by Contractor.

## 5. Use of Know-how

Notwithstanding that title to all Covered Work prepared for WECC under and during the term of this Contract shall belong to WECC, the ideas, methods, concepts, know-how, techniques, or processes developed during the course of this Contract by personnel of Contractor, may be used by either Party,

without an obligation to account, in any way that Party deems appropriate, including by or for its clients or customers, notwithstanding anything to the contrary contained in this Contract. Nothing in this Contract shall preclude or limit Contractor from providing services the same as or similar to the services it provides for itself or other clients.

## **D. Confidential Information**

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### **1. Confidential Information**

Contractor acknowledges that, in the course of providing services and advice to WECC, Contractor may acquire knowledge (whether orally or in writing) relating to the confidential affairs of WECC and confidential or proprietary information relating to WECC Members or NERC registered entities including: (i) information of a technical nature such as know-how, formulas, trade secrets, secret processes or machines, inventions or research projects; (ii) personnel and other information that is not generally disclosed by WECC or NERC registered entities to the public; (iii) business matters such as information about costs, profits, pricing policies, markets, sales, suppliers, customers, plans for future development, plans for future products, marketing plans or strategies, electric utility maintenance schedules, or non-public or confidential or restricted information about the Bulk Electric System; and (iv) Critical Energy Infrastructure Information (CEII) as defined at 18 CFR 388.113 (collectively, “Confidential Information”).

### **2. Confidentiality**

Both during and after the termination of this Contract, Contractor agrees that, except as authorized in writing by WECC, Contractor shall: (i) use reasonable efforts to preserve and protect the confidentiality of all Confidential Information (and, in any event, no less care than is used by Contractor in protecting the confidentiality of its own confidential information); (ii) except as reasonably necessary to carry out the terms hereof, use reasonable efforts to prevent any disclosure to anyone, including its employees of the substance of the Confidential Information; and (iii) not use Confidential Information in any way other than in furtherance of this Contract. Confidential Information of any nature that Contractor acquires regarding any aspect of WECC’s business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of WECC; provided however, that such required permission shall not apply in cases where Contractor uses a contracted entity to assist in the performance of Services and that contracted entity is bound by a contract not to disclose Confidential Information that is at least as restrictive as this Section D. The terms of this Section D, shall survive termination or expiration of this Contract.

### 3. Exceptions

Contractor shall not have any liability to WECC for disclosure of any Confidential Information that Contractor can establish to have: (i) become publicly known without breach of this Contract; (ii) been publicly released for disclosure by WECC or its affiliates; (iii) been given to Contractor by someone other than WECC without a duty to maintain confidentiality; or (iv) been required by applicable laws.

### 4. Injunctive Relief

Contractor agrees that any material breach or attempted or threatened breach of this Section D could result in irreparable injury to WECC for which damages would be an insufficient remedy. Accordingly, Contractor consents to injunctive relief without limiting the applicability of any other remedies.

### 5. Return of Confidential Information

Not later than three (3) days after the termination or expiration of this Contract, Contractor will return to WECC all originals or copies of Confidential Information and all notes with respect thereto provided; however, that as to notes and internal analyses and work products containing Confidential Information, Contractor may, in lieu of delivering such material to WECC, destroy all such material without retaining any copies thereof and shall certify and confirm in writing to WECC that such destruction occurred.

## E. Representations, Warranties and Covenants

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### 1. By Both Parties

Each Party represents and warrants individually that: (i) it has full power and authority to enter into and perform its obligations under this Contract and that such power and authority are not limited or restricted by any Contracts or understandings between the individual Party and any other persons; and (ii) neither the execution, delivery nor performance of this Contract will result in the breach of any term or provision of any contract or understanding with any third party.

### 2. By Contractor

Contractor further represents and warrants that this Contract to provide work product to WECC will not violate or infringe the copyright, patent, intellectual property, or other proprietary rights of any third party. Contractor agrees that it shall not use or disclose to WECC confidential information or trade secrets of any third party without that party's consent. Contractor acknowledges that WECC requires that Contractor abide strictly by the terms of valid and enforceable obligations it has to prior employers or clients, and that Contractor is to inform in a signed writing an appropriate officer of

WECC whenever Contractor believes a task assigned to Contractor would put its ability to abide by those obligations at risk. Contractor further represents that the certifications completed by Contractor are true and correct.

## **F. Advertising and Marketing**

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The Parties hereto agree that Contractor, after obtaining WECC's prior express written approval, may use its name and a brief factual description of the services provided. WECC will not endorse (e.g., provide a value judgment) vendor services for the use by that vendor in its promotional material or in references.

## **G. Indemnification**

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Contractor agrees to indemnify and hold harmless WECC and WECC's officers, employees, and agents against any suits, losses, liabilities, damages, claims, settlements, costs, and expenses, including reasonable attorneys' fees and expenses (collectively, "Damages"), arising from: (i) any breach by Contractor of this Contract; (ii) any breach of any representations and warranties contained herein; or (iii) including, but not limited to, any intellectual property infringement by Contractor, any subcontractors, agents, partners or others acting for or on behalf of Contractor.

## **H. Termination**

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The following terms shall be applicable to all terminations. Termination shall not affect any indemnity obligations between the Parties or the obligations of Section D, Confidential Information, which shall survive the termination of this Contract. Termination shall not affect WECC's ownership of any Covered Work for which WECC has made payment to Contractor. Upon notice of termination: (1) Contractor shall discontinue providing to WECC any Services under this Contract, (2) Contractor shall deliver to WECC any Services in-progress or completed as of the date of termination, and (3) WECC shall make payments, as appropriate, to Contractor.

### **1. Termination for Cause**

Either party may terminate this Contract for cause after providing the other party with ten (10) calendar day's written notice and a reasonable opportunity to cure any alleged default. Cause shall include, but not be limited to, lack of compliance with applicable law, a conflict of interest, failure to perform in a timely manner; and failure to comply with any other terms of this contract.

## **2. Termination for Convenience**

Only WECC may terminate this Contract for convenience or when it determines, at its sole discretion, that the continuation of the Contract would not produce beneficial results commensurate with the further expenditure of funds, by providing Contractor with thirty (30) calendar days' prior written notice. The Parties agree that WECC's termination for convenience shall not prohibit WECC from later claiming that Contractor breached the Contract.

### **I. General Provisions**

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#### **1. No Solicitation of Employees**

Each Party agrees not to hire or solicit, directly or indirectly, any employee or former employee of the other Party during the term of this Contract and for a period of one (1) year after the expiration or termination of this Contract without the other Party's prior written consent provided; however, that the foregoing restriction shall not apply with respect to former employees of such other Party who have not been employed by such other Party for the six (6) months prior to such hire or solicitation.

#### **2. Modification**

This Contract may be modified or amended by the Parties only in writing executed by both Parties hereto.

#### **3. Waiver**

All waivers of any term set forth in the Contract or of any breach or default must be specifically set forth and acknowledged as such in writing. Any such waiver in one instance shall not constitute a waiver in any future instance unless specifically set forth and acknowledged as such in writing.

#### **4. Applicable Law and Forum**

This Contract shall be interpreted and enforced in accordance with the laws of the state of Utah, without regard to conflict of law principles. The exclusive jurisdiction for any action to interpret or enforce this Contract shall be in Salt Lake County, Utah. The Parties hereby consent to the personal jurisdiction of such courts.

#### **5. Notices**

All notices between WECC and Contractor shall be in writing and shall be effective when delivered either by (i) U.S. Mail, with a confirming email; or (ii) by email directed to the following individuals:

a.) Notices to WECC shall be directed to:

General Counsel  
Western Electricity Coordinating Council  
155 North 400 West, Suite 200  
Salt Lake City, UT 84103-1114  
Tel: (801) 582-0353  
Email: [sgoodwill@wecc.biz](mailto:sgoodwill@wecc.biz)

b.) Notices to Contractor shall be directed to:

\_\_\_\_\_  
\_\_\_\_\_

A Party may inform the other Party that a change will occur regarding the contact information of an individual to whom notices are to be delivered without the need to amend this Contract by providing a notice to the other Party in writing that describes the change. No such change shall be deemed to have been given until notice of the change has been received by the Party to which the notice was provided.

## 6. Assignment

This Contract shall not be assigned by either Party without the other's prior written consent. If approved, this Contract shall be binding upon the Parties' successors and assigns.

## 7. Uncontrollable Events

If either Party cannot perform any of its obligations because of a Force Majeure Event, as defined below in this section, then such nonperforming Party will: (i) notify the other Party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the period of such Force Majeure Event.

Force Majeure Events shall include acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout. WECC shall not terminate this Contract under Exhibit C Clause H.1 (Termination for Cause) in such circumstances.

## **8. Independent Contractor Relationship**

In accordance with the mutual intentions of the Parties hereto, Contractor is performing services for WECC as an independent contractor, and all of the terms and conditions of this Contract shall be interpreted in light of such relationship. Nothing contained in this Contract constitutes appointment of either Party as an agent, representative, partner, joint venture, or employee of the other Party for any purpose. Neither Party may bind the other Party to any Contract with any third Party. No acts or assistance given by WECC to Contractor will be construed to alter this relationship. Contractor acknowledges that neither it nor its employees, contractors, and agents have any rights in or under any health, liability or disability, or other insurance policies maintained by WECC, nor to any overtime, vacation, holiday, sick leave, seniority, or other benefits. Contractor further acknowledges that neither it, nor its employees, contractors and agents have any right to claim unemployment compensation, worker's compensation, or disability compensation pursuant to this Contract, or as a result of Contractor's relationship with WECC. Contractor represents that, to the extent required by law, Contractor is covered by, and will continuously maintain, disability insurance, worker's compensation insurance, or other such insurance, and agrees that all activities and work performed under this Contract will be at Contractor's own risk and liability. At WECC's request, Contractor will promptly provide proof of insurance.

## **9. Severability**

The parties agree that any provision of this Contract or its application that is held invalid shall be modified as necessary to render it valid and enforceable. If any provision of this Contract or its application is held invalid and cannot be modified to render it valid and enforceable, the invalidity shall not affect other obligations, provisions, or applications or part thereof of this Contract that can be given effect without the invalid provisions or applications.

## **10. Headings**

The headings of the Sections of this Contract are for convenience only and shall not be of any effect in construing their meanings.

## **11. Counterparts**

This Contract may be executed in counterparts, each of which shall be deemed an original Contract for all purposes, including the judicial proof of any of the terms hereof; provided however, that all such counterparts shall constitute one and the same Contract.

## 12. Remedies

Unless expressly set forth to the contrary, either Party's election of any remedies provided in this Contract shall not be exclusive of any other remedies available hereunder or otherwise at law or in equity, and all such remedies shall be deemed to be cumulative.

## 13. Disputes

All disputes in connection with this Contract shall be settled, to the extent possible, by negotiation between the authorized representatives of the Parties. If the matter is not resolved by such negotiations, either Party may at any time, by giving written notice to the other Party as provided in this Contract, and upon the agreement of the other Party, cause the matter to be referred to:

- a) A mutually agreed upon mediator for nonbinding confidential mediation. The Parties will share equally in the cost of the mediation services; and/or
- b) Arbitration in Salt Lake City, Utah, before a single arbitrator under the then current rules of the American Arbitration Association for final and binding confidential arbitration. The prevailing Party is entitled to recover its reasonable costs, attorney fees, and out-of-pocket expenses relating to arbitration.

The pendency of a dispute shall not excuse or suspend any Party's obligations pursuant to this Contract.

## 14. Limitation of Liability

WECC's liability to Contractor for any breach arising out of or relating to this Contract shall not exceed the total amount payable under the Contract Price paragraph of this Contract. In no event shall WECC be liable to Contractor for any incidental, indirect, special, consequential or emotional distress damages of any kind, including, but not limited to, lost profits, lost income, lost revenue, loss of data, loss of anticipated business, loss of goodwill, or loss of third party contracts or other opportunity costs. Such damages shall not be recoverable even if they were, or should have been, known or foreseeable by WECC. The Parties agree that these provisions are an agreed benefit of the bargain and remain in effect even if any remedy, set forth in the Contract or at law, fails of its essential purpose.

## 15. Conflict of Interest

In addition to any certifications obtained at Contract initiation, Contractor shall provide such disclosure regarding any possible conflicts of interest throughout the term of this Contract, in advance unless not feasible. Both Parties retain the right to do business with third parties in matters that may be competitive with the interests of the other Party to this Contract. However, such right shall not alter



Contractor's obligation under this section to disclose to WECC any potential conflicts or Contractor's obligation to protect all Confidential Information from disclosure to third parties.

## **16. Bankruptcy**

In the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish written notification of the bankruptcy pursuant to Section I, Notices. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, and the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this contract.

## **17. Contractor Compliance with WECC Policies**

Contractor shall comply with all WECC policies affecting the WECC workplace environment. Examples of specific policies include, but are not limited to:

- a) Harassment-free workplace policies;
- b) Nonsmoking workplace policies; and
- c) Nondiscrimination policies