

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF SOUTHERN	)	
WATER & SEWER DISTRICT FOR APPROVAL	)	CASE NO.
OF AN I.T. SECURITY CONTRACT WITH	)	2022-00002
TECHNOLOGY PROCESS MANAGEMENT	)	
PURSUANT TO KRS 278.300	)	

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
TO SOUTHERN WATER AND SEWER DISTRICT

Southern Water and Sewer District (Southern District), pursuant to 807 KAR 5:001, is to file with the Commission an electronic version of the following information. The information requested is due on January 28, 2022. The Commission directs Southern District to the Commission's July 22, 2021 Order in Case No. 2020-00085<sup>1</sup> regarding filings with the Commission. Electronic documents shall be in portable document format (PDF), shall be searchable, and shall be appropriately bookmarked.

Each response shall include the question to which the response is made, and shall include the name of the witness responsible for responding to the questions related to the information provided. Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or the person supervising the preparation of the response on behalf of the entity that the

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<sup>1</sup> Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC July 22, 2021), Order (in which the Commission ordered that for case filings made on and after March 16, 2020, filers are NOT required to file the original physical copies of the filings required by 807 KAR 5:001, Section 8).

response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

Southern District shall make timely amendment to any prior response if Southern District obtains information that indicates the response was incorrect when made or, though correct when made, is now incorrect in any material respect. For any request to which Southern District fails or refuses to furnish all or part of the requested information, Southern District shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

Careful attention shall be given to copied material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request. When applicable, the requested information shall be separately provided for total company operations and jurisdictional operations. When filing a paper containing personal information, Southern District shall, in accordance with 807 KAR 5:001, Section 4(10), encrypt or redact the paper so that personal information cannot be read.

1. Refer to the Application, paragraph 9. State the amount of the on boarding fee that was waived.
2. State whether Southern District obtained proposals from providers of information technology (IT) services, other than United Systems & Software Inc. (United).
3. Refer to the Technology Process Management (TPM) Contract generally.
  - a. State how the initial term of 60 months was determined and agreed upon.

b. State who will own the computer hardware referenced in the contract, and who will retain the computer hardware at termination of the contract.

c. Provide the fair market value of the “Alliance Server G5” and “Alliance Workstations” listed in the contract, and state whether the hardware, software, and setup listed is part of the waived onboarding fee referenced in Item 1 of this request.

d. If the contract is terminated early by Southern District, state under what circumstances Southern District would be required to continue to remit the \$1,200 monthly charge for the remaining term, if any.

e. State why it is necessary for Southern District to indemnify United, its employees, agents, representatives, directors, and shareholders from and against any and all claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement arising from Southern District’s use of services, software or hardware provided by United.

4. Refer to Item (b), entitled “Severability” under “General Provisions” in the contract. The contract states that if any term or provision of the Agreement is determined to be invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of the contract. State whether Southern District would remain responsible for monthly charges for the remaining term under this scenario.

5. If Southern District determines that it does not plan to allow the agreement to renew automatically after the end of the agreement term, state how Southern District will affirmatively terminate the contract in accordance with the conditions set forth in the agreement.

6. Refer to the Application, Paragraph 6.

a. Confirm that the entity with which Southern District is contracting is United.

b. It is stated that “TPM” will be an intermediary between Southern District and Southern District’s various IT vendors.

(1) Provide a listing of all IT vendors used by Southern District.

(2) For each vendor provided in the response above state the services that the vendor provides Southern District.

(3) Explain how the services provided by these IT vendors will impact the services provided by “TPM”.

(4) Explain what type of issues Southern District anticipates for which it will need an intermediary with its IT vendors.

7. Refer to the Application, Paragraph 9. Explain what is meant by the statement that “any monthly overage charges (if applicable) and hardware/software costs (if any) shall be billed to the District Monthly”.

a. Provide the location in the Contract that these possible charges are discussed and listed.

b. Explain what is included in the monthly \$1,200 fee to be paid by Southern District to United.



Linda C. Bridwell, PE  
Executive Director  
Public Service Commission  
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DATED JAN 13 2022

cc: Parties of Record

Case No. 2022-00002

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