

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PSC CASE # 2022-002: ELECTRONIC APPLICATION ) Case No.  
OF SOUTHERN WATER & SEWER DISTRICT FOR )2022-002  
APPROVAL OF AN I.T. SECURITY CONTRACT )  
WITH TECHNOLOGY PROCESS MANAGEMENT )  
PURSUANT TO KRS 287.300 )

**Response to PSC's First Request for Information**

1. Refer to the Application, paragraph 9, State the Amount of the on-boarding fee that was waived.  
ANSWER: \$5,000  
Answer provided by "Jacob" with United Systems
2. State whether Southern District obtained proposals from providers of information technology (IT) services, other than United Systems & Software Inc. (United).  
ANSWER: Southern did not consider other vendors due to the following:  
Technology Process Management (TPM) is an affiliate of United Systems & Software Inc. Southern District has used this Customer Information System (CIS) since 2017. TPM was chosen because the District had used the affiliate software successfully for years and it was felt that this system/services would integrate seamlessly with the District.  
The cost of services and equipment was reviewed carefully. Chairman Jeff Prater compared the services and fees to the current cost of similar services for Big Sandy RECC. Also, Commissioner Steve Dawson compared the services and fees to his cost as a private business owner. Both Board members found the cost of this service to be very fair and justified.  
Answer provided by Chairman Prater and Commissioner Dawson.
3. Refer to the Technology Process Management (TPM) Contract generally.
  - a. State how the initial term of 60 months was determined and agreed upon.  
ANSWER: Southern suggested a 60 month term to spread the high cost of the hardware over the expected life of the equipment. This reduced the monthly payment in order for Southern to better manage cash flow.  
Answer provided by Chairman Prater.
  - b. State who will own the computer hardware referenced in the contract, and who will retain the computer hardware at termination of the contract.  
ANSWER: United Systems  
Answer provided by "Jacob" from United Systems.
  - 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.

ANSWER: \$10,000. Not included in the waived fee.

Answer provided by "Jacob" from United Systems.

- 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.

ANSWER: Yes, unless cancellation was for cause where United Systems did not carry out the service responsibilities within the agreement.

Answer provided by "Jacob" from United Systems.

- 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.

ANSWER: An example would be that United Systems requires indemnity should the district or district employee violate provision within a software license, copyright, patent, or trademark.

Answer provided by "Jacob" from United Systems.

4. Refer to Item (b), entitled "Severability" under "General Provisions" in the contract. The contract states that if any term of 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.

ANSWER: If an agreement provision is found, by law or regulation, to be invalid, the remaining provisions would remain including monthly charges for the balance of the agreement term.

Answer provided by "Jacob" from United Systems.

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.

ANSWER: Southern would provide 60 days written notice of their decision to not renew.

Answer provided by "Jacob" from United Systems.

6. Refer to the Application, Paragraph 6.

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

ANSWER: yes, confirmed.

Answer provided by "Jacob" from United Systems.

- b. It is stated that "TPM" will be an intermediary between Southern District and Southern's various IT vendors.

- i. Provide a listing of all IT vendors used by Southern District.

ANSWER:

Windows

Microsoft Office Suite

Printer Networking

Phone system  
VNC Telemetry network  
Office back up  
Local Area Network (LAN)  
Answer provided by Chairman Prater.

- ii. For each vendor provided in this response above state the services the vendor provides Southern District.

ANSWER:

Windows: help with any issue concerning windows operating system.

Microsoft Office: help with issues involving Excel, Word, etc.

Printer Networking: Support with printing issues, set up configuration, adding and/or deleting printers to the system, wireless printing

Phone System: Support with VOIP phone system setup and configuration.

VNC Telemetry Network: Support, monitor and assist with telemetry

Office Backup-Offsite backup storage

LAN: Support to maintain connectivity with all workstations.

Answer provided by Chairman Prater.

- iii. Explain how the services provided by these IT vendors will impact the services provided by "TPM"

ANSWER: TPM will engage with other vendors on behalf of Southern to resolve any technical issues.

Answered by "Jacob" with United Systems.

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

ANSWER: Technical issues that thwart our IT services including viruses, malware, user error, etc.

Answer provided by Chairman Prater.

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."

ANSWER: If a customer were to add additional staff or offices resulting in additional hardware or software to maintain business.

Answer provided by "Jacob" from United Systems.

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

ANSWER: Page 13 lists the "not to exceed" amounts which are one (1) location and five (5) users. Any future overages would be quoted upon request and may vary due to availability and current market pricing.

Answer provided by "Jacob" from United Systems.

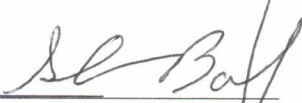
- b. Explain what is included in the monthly \$1,200 fee to be paid by Southern District to United.

ANSWER: See attached.

CERTIFICATION

These responses are true and accurate to the best of Mr. Bailey's knowledge, information and belief formed after a reasonable inquiry.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "S. Bailey", written over a horizontal line.

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## Onboarding Fee: Waived

## Monthly Billing: \$1200

Beginning on the Effective Date of this agreement which is the date signed, client will be billed according to the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 18% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within five (5) days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

### SERVICES:

|                            |  |
|----------------------------|--|
| REMOTE MANAGEMENT          | UNLIMITED REMOTE SUPPORT   |
| REMOTE MONITORING          | UNLIMITED ONSITE SUPPORT (HARDWARE MUST BE UNDER FACTORY WARRANTY) |
| VENDOR INTERVENTION        | MICROSOFT SERVER AND WORKSTATION PATCH MANAGEMENT                  |
| ALIGNMENT STANDARDS AUDITS | 3RD PARTY SOFTWARE PATCH MANAGEMENT                                |
| SECURITY                   | VCIO CONSULTING SERVICES   |
| HARDWARE                   | BUSINESS CONTINUITY / CONTINUITY PLANNING                          |
| CORE INFRASTRUCTURE        | MANAGED ANTI-VIRUS / MALWARE                                       |
| SERVER INFRASTRUCTURE      | DNS PROTECT (WEB FILTERING)  |
| SOFTWARE                   | CLOUD BACKUP SERVER (NO SPACE LIMITS)                              |
| BUSINESS CONTINUITY        | CLOUD BACKUP WORKSTATIONS (AS REQUIRED)                            |



( Paula )



( Jeff )

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# Support

## SECURITY OPERATION CENTER (SOC)

Hackers are everywhere, 230,000 new malware samples are produced every day, and more than 18 million websites are infected with malware at any given time each week. TPM uses advanced security tools to monitor for threat detection, which include machine learning, artificial intelligence and global threat databases.

## NETWORK OPERATION CENTER (NOC)

Our Network Operations Center (NOC) is watching your entire network, your servers, your internet connections, all of it. If a problem is detected we start remediation activities immediately minimizing any impact to your business. The NOC also proactively supports your environment, deploying security and software updates, and performance testing. You don't have to worry about if you are up to date.

## SUPPORT DESK

Your technology is critical to your business success. We are here to support you when you need it. Available via phone, email and desktop app.

## TECHNOLOGY CONSULTING

We know that technology is constantly evolving. Keeping up and maintaining your IT needs is a daunting task. We are constantly looking for new and better processes and software solutions to keep your utility at the forefront of technology.



# Productivity

|   |  |
|---|--|
| <p><b>BASIC MULTIFACTOR AUTHENTICATION (MFA/2FA)</b></p> <p>Multi Factor or Two Factor Authentication further enhances and secures your login information for Office 365 by sending a notification to your cell phone to ensure it is really you who is logging in.</p> | <p><b>ENTERPRISE PASSWORD MANAGEMENT</b></p> <p>Passwords are hard to keep track of. Our password management solution allows you to organize all your passwords in one location and easily share securely with anyone in your business</p>   |
| <p><b>OFFICE DESKTOP SOFTWARE</b></p> <p>Your utility relies on email and office documents. That's why we include a solution which includes, business email, file sharing, and encrypted email options.</p>   | <p><b>BACKUP / BUSINESS CONTINUITY</b></p> <p>Just because your data is in the cloud doesn't mean its safe. We include a solution to backup your important data such as email, contacts, calendars and files.</p>  |
| <p><b>PROTECT AND RISK WATCH</b></p> <p>Your email environment is constantly monitored and your regular activity and access patterns is learned. Anything out of the ordinary is flagged and your security team analyzes it and secures your account if needed.</p>     | <p><b>ADVANCED PHISHING PROTECTION AND TRAINING</b></p> <p>Phishing emails are the biggest threat to your security. Our artificial intelligence is constantly scanning your email box and learning your patterns to provide you the greatest protection from phishing attacks.</p> |

## Managed IT Services

The TPM by United Systems program provides affordable proactive IT management and support to growing utilities. Utilizing our unique framework for providing managed IT services, TPM by United Systems provides a range of proactive services to keep your computer systems up and running and your people and utility productive.

### Features

- Site Assessment and Inventory
- Proactive Service
- Management and Status Reporting
- Best Practice Driven
- Automated and Reliable

### Benefits

- Reliability
- Security
- Consistency
- Productivity
- Cost Management and Control
- Performance
- Managed Expansion and Growth

Our goal is to serve as your technology partner with a focus on providing solutions. We use a consultative approach to evaluate your technology needs and then advise on the best solutions for your current and future needs. TPM by United Systems can save your organization time and money through better use of appropriate technologies.

### **Service and Deliverables to Keep Your System Running Right**

The TPM by United Systems program provides the critical tasks to keep your systems up and running. Tasks conducted by our TPM engineers to enable workstation managed IT services include:

- Site Assessment - Review system infrastructure and network security policies
- Network Consistency - Bring infrastructure and systems to a known state; install applications, patches, or updates required
- Site Database - Inventory database containing your system hardware and software
- Review Managed Service Activities - Service and support procedures, discretionary on-site time, and the parameters of the service

### **On-going Managed Services include:**

- User Account Management
- Security Patch Management
- Software License Reporting
- Client Network Configuration Management
- 24x7 Workstation Monitoring
- Disk Space, Partition and Usage Management
- Software Deployment
- End User Remote Control
- Management Reporting
- System Inventory Reporting

### **On-Site System Administration Service**

Comprehensive System Administration Services

#### **Features**

- On-site break/fix maintenance of MAC and Windows OS-based workstations and attached peripherals
- Knowledge transfer to in-house administrators and end users
- Optional on-site hardware maintenance

#### **Benefits**