To: Prospective Bidders  
From: Tom Bond, Director, Utilities Division  
Date: July 25, 2019  
Re: Request for Proposals (RFP)

The Commission, in the attached RFP, is soliciting proposals from consultants to assist the Commission in a number of regulatory tasks. You are invited to respond.

Attachments: Bid Documents  
Request For Proposal  
Sample Contract
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION

REQUEST FOR PROPOSALS FOR CONSULTING WORK

PROPOSAL TO BE RECEIVED BY THE COMMISSION: NOT LATER THAN 4:00 p.m., August 28, 2019

INSTRUCTION TO PROPOSERS

All spaces below and in the attached “Proposal Signature and Certification Form” are to be filled in with signatures supplied where indicated. Failure to sign proposal will cause rejection of your proposal.

PROPOSAL OF:

NAME: 

ADDRESS: 

SUBMIT PROPOSAL TO:

Ms. Allison Morris
Utilities Analyst, Internal Consultants
Utilities Division
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

DATE PROPOSAL MAILED: 

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL CAUSE REJECTION OF YOUR PROPOSAL.

STATE OF GEORGIA

PUBLIC SERVICE COMMISSION

PROPOSAL

We propose to furnish and deliver any and all of the services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Public Service Commission, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded a contract, to deliver services which meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred and twenty (120) days from proposal’s opening date.
PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated §45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature ___________________ Date ____________

Printed Name and Title
REQUEST FOR PROPOSAL

1.0 GENERAL

1.1 Introduction

Pursuant to its statutory regulatory responsibilities contained in the Official Code of Georgia Annotated (O.C.G.A.), Section 46, the Public Service Commission (PSC) is required to act on a variety of issues. From time to time, the Commission utilizes the services of consultants to assist in these tasks. To assist in the determination of the consultants or consulting firms to be retained for this purpose, the Commission shall accept competitive sealed proposals from interested and available consultants. All proposals submitted pursuant to this request shall be made in accordance with the provisions of these instructions. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposals (RFP). Subsequent to the opening of the sealed proposals, discussions may be conducted by the Public Service Commission with responsible offerors who submit proposals determined to be potentially acceptable for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by the PSC Issuing Officer named below:

Ms. Allison Morris
Utilities Analyst, Internal Consultants
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: 404.656.1717
Fax: 770-342-3010
Email: amorris@psc.state.ga.us
Contract awards shall be made to the responsible offerors whose proposals are determined to be the most advantageous for the State, taking into account all of the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation. The PSC reserves the right to reject any and all proposals submitted in response to this request.

1.2 Background

The Commission plans to utilize appropriate, qualified consultants to assist the Commission Staff in performing the tasks described in Section 2.0 (Scope of Services) of this RFP.

1.3 Procurement Timetable

The following timetable is anticipated for this RFP.

July 25, 2019       RFP issued

August 28, 2019 (4:00 p.m.) Deadline for receipt of proposals by the Commission—NO PROPOSALS WILL BE ACCEPTED FOR ANY REASON AFTER THIS TIME

October 15, 2019       Proposal award

Proposals will be delivered to the Executive Secretary’s Office at the location below:

Ms. Allison Morris
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

1.4 Restrictions on Communications with Commission Staff

From the issue date of this RFP, until a consultant is selected and the selection is announced, offerors are not allowed to communicate for any reason with any Commission Staff member concerning this RFP except through the Issuing Officer named herein, or as provided by existing work agreement(s). For violation of this provision, the State shall reserve the right to reject the proposal of the offending offeror.
1.5 RFP Amendments

The Commission reserves the right to amend this RFP prior to the date of proposal submission. Amendments will be sent to all offerors who originally received a copy of the RFP.

1.6 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the offeror by submitting a written request to the Issuing Officer named herein. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Cost for Preparing Proposals

The cost of developing the proposal is the sole responsibility of the offeror. The State will not provide reimbursement for such costs.

1.8 Contract Term

The contract will be a two-party contract between the consultant (consulting firm) and the Commission. The term of the contract shall be subject to negotiation. Additional contract information is contained in Sections 1.9 and 3.4 of this RFP.

1.9 Contract

A sample contract issued by the Commission in an unrelated matter is attached to this RFP as Attachment 1. Articles II, III, IV, V, and VI of this contract are germane to the consulting services which are contemplated by this RFP. Article I, Scope of Services, of the contract will mirror Section 2.0 of this RFP. Submission of a proposal constitutes acceptance of the terms contained in Sections II through VI of the sample contract by the submitting party. Each proposal shall contain the name, title, and hourly rate of every consultant and support person employed by the offeror, as well as any subcontractor expected to be engaged in work on the tasks contained in this RFP. Any subsequent request by the consultant to add any other personnel may be denied. If no clerical/administrative personnel are listed in the consultant’s proposal, the costs for this type of work will be assumed to have been otherwise covered in the bid price. Also, the offeror’s federal tax identification number or social security number (for an individual consultant) shall also be included in the proposal. The Public Service Commission reserves the right to negotiate with the successful offeror other additions to, deletions from and/or changes in the language in the contract, provided that no such addition, deletion or change in contract language would, in the sole discretion of the Public Service Commission, affect the evaluation criteria set forth herein, or give the successful offeror a competitive advantage.
1.10 Format for Responses

Proposals should correspond with and satisfy the requirements set forth in this RFP. The offeror must submit **FIFTEEN** copies of its final proposal to the Commission. Only **ONE** copy of reference documents should be submitted. In addition to the hardcopies, bidders must also submit an electronic copy of the proposal and reference documents in electronic format, in either an Adobe or Microsoft Word file on compact disc.

Proposals should indicate whether or not there are any deviations from the specified requirements.

1.11 Information Required From Bidders

Bidder’s proposal must be submitted in the format outlined below, preparing consecutively numbered pages with index tabs for each section.

A. **STATEMENT OF THE REQUIREMENTS.** State in succinct terms the bidder’s understanding of the requirements presented by this RFP.

B. **MANAGEMENT SUMMARY.** Include a narrative description of the proposed effort and a list of the products that will be delivered, and a proposed timeline for task completion. There should be a separate narrative description for each of the work tasks.

C. **WORK PLAN.** Task descriptions are to be the guide in describing the bidder’s technical plan for accomplishing the work. The task descriptions should be very detailed in order to afford the Commission a thorough understanding of the work plan. Bidders are cautioned that their proposal may be rejected if their work plan does not include specific recommendations of how each of the task descriptions will be accomplished.

D. **PRIOR EXPERIENCE.** Submit a statement of **similar work conducted** in the previous five years. Studies or projects referred to should be identified and the name of the client shown, including the name, address, and phone number of the responsible official of the client company or agency who may be contacted. Also, highlight any experience in the state of Georgia, and the number and percentage of recommendations that have been accepted for approval for the past five years.

E. **PERSONNEL.** The name of the individual proposed as project leader for each work task, together with a detailed resume of their experience in conducting similar efforts, should be provided. Also, provide a detailed resume for each individual—executive, professional, management analyst, systems analyst,
auditor, staff consultant, etc.—who will be engaged in the work, describing the qualifications applicable to the performance of the tasks. Please include an organizational chart showing reporting relationships of team personnel. These individuals may not be removed from the project without prior consent of the Commission. See Section 1.9 regarding personnel changes.

F. STATEMENT ON POTENTIAL CONFLICTS OF INTEREST. The bidder shall identify any relationships between itself or its employees and the companies under the jurisdiction of the Commission, or any subsidiaries or affiliates of such companies. The extent, nature and time aspects must be identified. If there have been no such relationships, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest will automatically disqualify the offeror.

G. TIME ESTIMATES. Estimate the time required for completion of each work task as outlined in Section 2.0, Scope of Services. Indicate the number of employee hours, by individual employee rate, allocated to each task. Submit this data on a cost analysis chart. Include a project schedule display, highlighting each task with estimated start and completion time.

1.12 Additional Information

An offeror that submits a proposal that meets the requirements set forth in this RFP may be requested to provide additional information.

1.13 Retention of Proposals

All material submitted in response to this RFP will become the property of the Commission and may be returned to the offeror at the option of the Commission. One copy shall be retained by the Commission for official files for a period of seven (7) years from the date of receipt.

1.14 Questions Regarding This RFP

Questions regarding the requirements set forth in this RFP should be directed to the individual listed below:

Ms. Allison Morris
Utilities Analyst, Internal Consultants
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: 404.656.1717
Fax: 770-342-3010
Email: amorris@psc.state.ga.us
1.15 Bidder Oral Presentations

No oral presentations are contemplated. Bidders will be contacted by the Issuing Officer regarding any questions from the Commission Staff concerning their proposals.

1.16 Note To Offerors

In the recent past, the Commission has received a number of proposals from offerors that have been unresponsive to the specific RFPs. Problems have included:

A. Unsigned Proposal Signature and Certificate page.

B. Bid format not corresponding to RFP requirements (excessive use of “boilerplate” language/insufficient focus on service requirements).

C. No price quote for services to be provided (only hourly rate stated).

D. Little information concerning deliverables to be provided by offeror.

E. Submission of voluminous reference materials not relevant to the services requested.

F. Proposal not stating acceptance of provisions of sample contract attached to the RFP.

A careful reading of the RFP by offerors will prevent these problems.

2.0 SCOPE OF SERVICES

2.1 Background

This RFP contains two (2) services for which consulting assistance is requested. These services are described in Sections 2.2 and 2.3 of this RFP. Offerors may bid for any one, or both, of these services. Offerors may also bid for any one, or all, of the lettered tasks under the service described in Section 2.3. Offerors planning to combine with other consultants in a common effort should provide all the requested information for all consultants/consulting firms involved.

2.2 Liberty Utilities (Peachtree Natural Gas) Corporation 2019-2020 Affiliate Transaction Audit

On November 1, 2019, the consultant shall begin an audit of the Liberty Utilities (Peachtree Natural Gas) Corporation ("Liberty" or "Company") affiliate transaction
allocated costs and allocation methodologies. This will include two phases. Phase-I will provide an extensive review of the Algonquin Power & Utilities Corporation (“Algonquin”) Cost Allocation Manual to determine if the methodologies and allocation procedures are sound and only allocate to Georgia its fair share of allocated costs. This will include a review of the Algonquin organizational structure for allocating costs to Georgia.

Phase-II of the audit will focus on the actual historic allocated costs charged to Georgia and the other Algonquin affiliates. The audit will review the service providers found in the reporting to determine if the service providers and costs are in alignment with the Algonquin Cost Allocation Manuel. As part of the historic review, the audit will determine if the Georgia allocated costs have been increasing over time and attempt to determine the cause of any upward trends.

The Consultant shall also, for each task above:

1. Assist the Staff in the development of data requests relating to the issues to be presented to the Company. In conjunction with the performance of this task, the consultant will provide the data requests to the Staff on a timely basis, to be forwarded by the Staff to the Company;

2. Review and analyze the Company’s responses to data requests relating to the issues and prepare additional data requests as deemed necessary by the Staff and consultant;

3. Meet with Company officials and representatives of all parties of record, as deemed necessary and appropriate by the Staff and consultant, to supplement and complete discovery and investigation of the issues, including, but not limited to, the taking of interviews and depositions of Company personnel;

4. Under the direction of the Staff, prepare and file such testimony as part of the 2020 Liberty rate case, proposed orders, position papers and other matters as the Staff shall deem appropriate, or assist the Staff in the preparation and filing of such materials, including the preparation of any materials deemed necessary by the Staff to support or defend any appeal resulting from the rate case. The consultant(s) is assigned to the project to support the Staff through any appeals process. (This may involve a number of on-site meetings at Liberty);

5. Stand cross-examination on all testimony filed by the consultant. The consultant shall also assist the Staff in developing cross-examination of the pre-filed testimony of the Company and any intervenors in the rate case, as well as the pre-filed rebuttal testimony. Upon request of the Staff, the consultant shall be present at any Commission hearing at which cross-examination of the Company or an Intervenor takes place;
6. Provide assistance, as deemed necessary by the Staff, to any other consultant who may be retained by the Commission for the preparation of the Staff's case;

7. Provide such other services relating to the issues as may be deemed necessary by the Staff including, if appropriate, the duties of the lead consultant discussed above; and

8. Provide general consulting assistance as requested by the Staff.

Expected to be combined with 2020 rate case.

2.3 Liberty Utilities 2020 Rate Case

Consultants will be required to assist the Commission Staff and counsel for the Staff in the evaluation of the Company's rate case to be filed sometime from January 1, 2020 to March 31, 2020. The following lettered tasks shall be addressed by individual consultants or by consultants who are qualified to, and wish to, provide consulting assistance on multiple lettered tasks:

Lead Consultant who shall be responsible for the coordination and internal consistency of the whole consulting effort and who shall also provide analysis and recommendation in all areas of the rate case that can include the following:

A. Revenue Requirement Components
   i. Plant In Service Adjustments
   ii. Accumulated Depreciation Adjustments
   iii. CWIP Adjustments
   iv. ADIT
   v. Service Company Rate Base Adjustments
   vi. Customer Deposits
   vii. Capital Structure Inclusion
   viii. Rate Base Calculation
   ix. Operating Income Attributed to Equity
       a. Revenue Adjustments & Projections
       b. O&M Adjustments & Projections including Escalators

B. Depreciation and Amortization

C. Income Tax Issues

D. Cost of Capital and Return on Equity

E. Rate Design
The Consultant shall also, for each lettered task above:

1. Assist the Staff in the development of data requests relating to the issues to be presented to the Company. In conjunction with the performance of this task, the consultant will provide the data requests to the Staff on a timely basis, to be forwarded by the Staff to the Company;

2. Review and analyze the Company’s responses to data requests relating to the issues and prepare additional data requests as deemed necessary by the Staff and consultant;

3. Meet with Company officials and representatives of all parties of record, as deemed necessary and appropriate by the Staff and consultant, to supplement and complete discovery and investigation of the issues, including, but not limited to, the taking of interviews and depositions of Company personnel;

4. Under the direction of the Staff, prepare and file such testimony as part of the 2020 Liberty Utilities Corporation rate case, proposed orders, position papers and other matters as the Staff shall deem appropriate, or assist the Staff in the preparation and filing of such materials, including the preparation of any materials deemed necessary by the Staff to support or defend any appeal resulting from the rate case. The consultant(s) is assigned to the project to support the Staff through any appeals process. (This will involve a number of on-site meetings in Atlanta.);

5. Stand cross-examination on all testimony filed by the consultant. The consultant shall also assist the Staff in developing cross-examination of the pre-filed testimony of the Company and any intervenors in the rate case, as well as the pre-filed rebuttal testimony. Upon request of the Staff, the consultant shall be present at any Commission hearing at which cross-examination of the Company or an Intervenor takes place;

6. Provide assistance, as deemed necessary by the Staff, to any other consultant who may be retained by the Commission for the preparation of the Staff’s case;

7. Provide such other services relating to the issues as may be deemed necessary by the Staff including, if appropriate, the duties of the lead consultant discussed above; and

8. Provide general consulting assistance as requested by the Staff.
2.4 Consultant Responsibilities

The consultant agrees that, for a period of one year following the completion of any project described in this RFP, as well as during the time within which such duties are being performed, the consultant shall not enter into any employment with the companies under the jurisdiction of the Commission, or any subsidiary or affiliate of those companies. Additionally, the consultant must, on his or her own action, disclose to the attorneys for the Staff the fact and substance of any unauthorized contacts or representations made to the consultant outside the physical presence of attorneys representing the Staff or a Commission Staff member by persons known, or who reasonably should be known, by the consultant to be associated, directly or indirectly, with the companies referenced in this paragraph. The Commission shall inform the consultant of the Commission’s policies and regulations with respect to such unauthorized contact, and the consultant shall affirm in writing that no unauthorized contacts were made or that such contacts were reported as required. Non-compliance with this requirement may result in immediate cancellation of the related contract and the institution of any additional proceeding deemed necessary or appropriate by the attorneys representing the Commission. The attorneys representing the Commission are authorized to use any reasonable method to ensure strict compliance with this requirement.

2.5 Time of Performance

The period of performance of the related contract shall be from the date of its execution through the completion of the tasks as described in Sections 2.2 and 2.3 of this RFP or until the Commission shall determine that further performance should cease and shall instruct the consultant to suspend performance, provided, however, that nothing shall prohibit the consultant from making appropriate fee and expense applications for work performed between the Beginning Date and the Execution Date. In the event that performance shall be suspended upon instruction of the Commission, the consultant shall be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in the contract.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Bidder Qualifications

Each proposal should contain documents and other information necessary to enable the Commission to evaluate the bidder’s ability to provide the required consulting services. These documents and information should include, but are not limited to, the following:

A. Examples of the bidder’s work products related to similar issues.
B. Resumes of (a) the principals in the bidder’s consulting firm and (b) those consultants retained by the firm who would provide services as a part of the bidder’s proposal, including any subcontractors proposed.

C. A listing of which of the bidder’s consultants would be providing services under the proposal and the specific services provided by each.

D. References for the consultant(s) who would be providing services to the Commission under the proposal.

E. As an Excel spreadsheet for the period of July 2016 to July 2019 in descending chronological order, a listing of all clients served by the bidder and the consulting firm for the specific consultant or consultants that will provide the bided services.

3.2 Compensation and Payment

The bidder understands and agrees that all work performed under this RFP shall be paid for by the Company and not by the Commission. The bidder shall be paid a not to exceed sum agreed upon for professional services and related expenses rendered under the contract. Bidder expenses are to include support for professional services including, but not limited to, reasonable and necessary (as defined by the Commission) actual expenses incurred by the consultant for travel, lodging, meals, telephone, express mail delivery, computer charges and copying costs. Maximum reimbursement amounts for daily meals for the bidder shall be the following, the total of which is not meant to be a per diem amount:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$7.50</td>
</tr>
<tr>
<td>Lunch</td>
<td>12.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>30.00</td>
</tr>
</tbody>
</table>

Payments shall be made on a monthly basis as monthly invoices are received by the Commission from the bidder, provided, however, that prior to each monthly payment, the bidder must be in compliance with as much of the contract as is applicable at the time, and, prior to final payment, the consultant shall have completed all obligations under the contract. Invoices shall be submitted based on actual expenses and time expended on the contract work, with labor rates for consultant personnel as agreed upon. Upon execution of a contract, the Utilities Division’s Business Analyst will send instructions (GPSC Guidelines for Consultant Billing of Direct Reimbursable Charges to Contracts) to the consultant to explain how the billings should be prepared, itemized and supported to effect payment. Additionally, the Commission and the consultant will agree that the contract amount shall be subject to modification by agreement between them to accommodate changes in workload required of the consultant due to subsequent changes in the scope and level of the consultant’s responsibilities, not otherwise
properly compensated by the amount originally stated in the contract. The necessity of modifying the contract amount shall be determined by agreement of the consultant and the Staff, subject to Commission approval.

3.3 Retention of Records

The consultant shall keep and maintain all records and other documents pertaining to the performance of the contract until the final payment of funds to the consultant by the Commission pursuant to the contract is made. At such time, the physical custody of the records and documents shall be returned to the Commission.

3.4 Contract

The proposal shall state acceptance by the submitting party of Articles II through VI of the attached sample contract (Attachment I). Payment under this contract shall be made in accordance with the provisions of Section 3.2 of this RFP.

4.0 PROPOSAL EVALUATION

4.1 Selection Process

The Commission Staff shall evaluate each proposal submitted by utilizing the evaluation criteria below. On October 15, 2019, the Commission shall select offerors to provide the consulting services described in this RFP. In awarding the contracts for these services, the Commission shall make written awards of contracts to the offerors whose proposals are the most advantageous to the State considering price, demonstrated previous experience and competence of the bidders in performing similar tasks and the ability of the bidders to provide effective consulting services in the matters under consideration. The Commission’s evaluation of proposals shall utilize the criteria listed below in items A through C:

A. The cost of the consulting services requested.

B. Demonstrated experience and competence of the bidder in performing tasks similar to those contained in this RFP.

C. The ability of the bidder to provide effective consulting services concerning the tasks on which the offeror is bidding.

The Commission shall consider each proposal in a manner that does not disclose the contents of the proposal to competing offerors. The Commission reserves the right to reject any and all proposals made pursuant to this RFP, to request submission of a best and final offer, and to amend or supplement this RFP at any time. There is no assurance,
expressed or implied, that an award will necessarily be made pursuant to this RFP. This RFP shall not give any right to any respondent for any indemnification claims.
STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT BETWEEN THE GEORGIA PUBLIC SERVICE
COMMISSION

AND

(CONSULTING FIRM)

An AGREEMENT, made this ___ day of ______, 2019, (hereinafter, “AGREEMENT DATE”) by and between the GEORGIA PUBLIC SERVICE COMMISSION, (hereinafter “COMMISSION”), whose address for the purpose of this AGREEMENT shall be 244 Washington Street, SW, Atlanta, GA 30334-5701, and (CONSULTANT) (hereinafter “CONSULTANT”), whose address for the purpose of this AGREEMENT shall be (CONSULTANT ADDRESS), to memorialize a certain AGREEMENT made and existing between the parties hereto beginning __________, 2019 (hereinafter referred to as “BEGINNING DATE”).

WITNESSETH

WHEREAS, the COMMISSION desires to employ the services of a CONSULTANT who shall be selected by the COMMISSION, but paid for by the COMPANY to assist the STAFF (hereinafter referred to collectively as the “STAFF”) of the COMMISSION and the Attorneys representing the STAFF; in providing general consulting assistance, but not limited to assisting the STAFF with 2020 LIBERTY UTILITIES (“COMPANY”), (PROJECT DESCRIPTION); pursuant to the Order No.______, in Docket No. ________;

WHEREAS, the COMMISSION has the authority under Georgia Law to enter into such a contract; and
WHEREAS, the CONSULTANT is qualified to enter into such contract and has offered such services to the COMMISSION under the terms and conditions stated herein;

WHEREAS, the COMMISSION desires to enter into a contract for professional consulting services with the CONSULTANT for the performance of the duties described under the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the satisfactory consideration each for the other hereby expressly recognized and agreed, the parties hereby contract for services in accordance with the following provisions.

ARTICLE I. SCOPE OF SERVICES

The CONSULTANT shall perform the following services:

1) The CONSULTANT shall provide general consulting assistance to the COMMISSION STAFF, as requested by the COMMISSION STAFF; with respect to any matter within the CONSULTANT's area(s) of expertise;

2) Assist the STAFF in the issues related to the LIBERTY UTILITIES (PROJECT DESCRIPTION);

(a) 

(b) 

3) Assist the STAFF in the development of data requests relating to the issues to presented to the Company. In conjunction with the performance of this task, the CONSULTANT will provide the data requests to the STAFF on a timely basis, to be forwarded by the STAFF to the Company;

4) Review and analyze the Company's responses to data requests relating to the issues and prepare additional data requests as deemed necessary by the STAFF and CONSULTANT;

5) The CONSULTANT shall meet with the Company officials and representatives and all parties of record, as deemed necessary and appropriate by the STAFF and CONSULTANT, to supplement and complete discovery and investigation of the issues. Such activities shall include, but not be limited to, the formulation of data requests, the taking of interviews and depositions of Company personnel;
6) The CONSULTANT, under the direction of the STAFF, shall prepare and file such testimony as part of the 2020 LIBERTY UTILITIES (PROJECT DESCRIPTION), proposed orders, position papers and other matters as the STAFF shall deem appropriate, or assist the STAFF in the preparation and filing of such materials, including the preparation of any materials deemed necessary by the STAFF to support or defend any appeal resulting from the rate case. The CONSULTANT(S) is assigned to the project to support the STAFF through any appeals process. (This will involve a number of on-site meetings in Atlanta.);

7) The CONSULTANT shall stand cross-examination on all testimony filed by the CONSULTANT. The CONSULTANT shall also assist the STAFF in developing cross-examination of the pre-filed testimony and comments of all parties of record, as well as rebuttal testimony. Upon request of the STAFF, the CONSULTANT shall be present at any COMMISSION hearing at which cross-examination of the COMPANY or an INTERVENOR takes place;

8) The CONSULTANT shall provide assistance, as deemed necessary by the STAFF, to any other CONSULTANT who may be retained by the COMMISSION for preparation of the STAFF's case; application of the appropriate COMMISSION rules for procedures and minimum filing requirements for the enforcement and administration of O.C.G.A. Title 46, Chapter 3A;

9) The CONSULTANT shall provide other such services and assistance relating to the issues as may be deemed necessary by the STAFF; and including if appropriate the duties of the LEAD CONSULTANT as discussed above; and

10) The COMMISSION STAFF reserves the rights to use the results of the final audit as well as the written testimony prepared by the CONSULTANT in the 2020 LIBERTY UTILITIES (PROJECT DESCRIPTION).

ARTICLE II. CONSULTANT'S RESPONSIBILITIES

The CONSULTANT agrees that, for a period of one year following the completion of the project described in ARTICLE I herein, as well as during the time within which such duties are being performed, the CONSULTANT shall not enter into any employment with, or provide services to or on behalf of any company under the jurisdiction of the COMMISSION, or any subsidiary or affiliate of any such company. Additionally, the CONSULTANT must on their own action, disclose to the Attorneys for STAFF the fact and substance of any unauthorized contacts or representations made to the CONSULTANT outside the physical
presence of Attorneys representing the STAFF or a COMMISSION STAFF member by persons known, or who reasonably should be known by the CONSULTANT to be associated, directly or indirectly, with any company referenced in this paragraph.

The COMMISSION shall inform the CONSULTANT of the COMMISSION's policies and regulations with respect to such unauthorized contacts or representatives. At the conclusion of the work performed pursuant to this contract, the CONSULTANT shall affirm in writing that no unauthorized contacts were made or that such contacts were reported as required.

Non-compliance with this requirement may result in immediate cancellation of this contract and the institution of any additional proceeding deemed necessary or appropriate by the Attorneys representing the COMMISSION. The Attorneys representing the COMMISSION are authorized to use any reasonable method to ensure strict compliance with this requirement.

Upon completion of all tasks as described in the AGREEMENT and the CONSULTANT's proposal, the CONSULTANT agrees that any software, databases, or other analytical tools purchased or developed in support of activities covered under this AGREEMENT and any work product resulting from activities covered under this AGREEMENT become property of the COMMISSION. The CONSULTANT further agrees that such software, databases, analytical tools, or work products purchased, developed, or produced for the COMMISSION shall not be offered to any other entity in any manner whatsoever, in whole or in part, without the permission of the COMMISSION.

ARTICLE III. TIME OF PERFORMANCE

The period of performance of this contract shall be from the AGREEMENT DATE through the completion of tasks as described in ARTICLE I or until the COMMISSION shall determine that further performance is not needed and shall instruct the CONSULTANT to suspend performance; provided, however, that nothing herein shall prohibit the CONSULTANT from making appropriate fee and expense applications for work performed between the BEGINNING DATE and AGREEMENT DATE. In the event that performance shall be suspended upon instruction of the COMMISSION, the CONSULTANT shall be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in ARTICLE IV. COMPENSATION AND PAYMENT, below.

ARTICLE IV. COMPENSATION AND PAYMENT

The CONSULTANT understands and agrees that all work performed under this AGREEMENT shall be paid for by the COMPANY and not by the COMMISSION. The
CONSULTANT shall be paid a sum not to exceed $\text{DOLLAR\ AMOUNT}$ for professional services and related expenses rendered under this contract (hereinafter, “\text{CONTRACT\ AMOUNT}”).

The CONSULTANT’s expenses are to include support for professional services, including but not limited to reasonable and necessary actual expenses (as approved by the COMMISSION) incurred by the CONSULTANT for travel, lodging, meals, telephone, express mail delivery, computer charges, and copying costs. All such expenses shall be subject to the provisions of the Consultant Billing Requirements for Reimbursement/Non-Reimbursement of Consultant Contract Charges set forth in Exhibit A, attached hereto and incorporated herein by reference.

Maximum reimbursement amounts for daily meals for the CONSULTANT shall be a per diem of $\text{50.00}$ per full work day. For partial work days, each consultant must use the per meal reimbursement rates as follows:

- Breakfast $\text{7.50}$
- Lunch $\text{12.50}$
- Dinner $\text{30.00}$

To receive payment for services rendered hereunder, on a monthly basis the CONSULTANT shall submit to the COMMISSION monthly invoices for STAFFS review and examination; provided however that prior to each monthly payment, the CONSULTANT must be in compliance with so much of this AGREEMENT as is applicable at the time. Invoices shall be remitted to the COMPANY to be processed for payment. Prior to final payment the CONSULTANT shall have completed all obligations under this AGREEMENT. Invoices shall be submitted based on actual time and reasonable, necessary, and maximum allowable expenses expended on the contract work, with labor rates for the CONSULTANT’s personnel as shown below and in accordance with billing instructions contained in the COMMISSION’s Guidelines for Consultant Billing of Direct Reimbursable Charges to Contracts to be issued to the CONSULTANT by the Utilities Division’s Business Analyst once this contract is executed as shown below.

<table>
<thead>
<tr>
<th>NAME AND TITLE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$___/__/hour</td>
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<tr>
<td></td>
<td>$___/__/hour</td>
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<td>$___/__/hour</td>
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</tbody>
</table>

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Additionally, the COMMISSION and the CONSULTANT further agree that the contract amount shall be subject to modification by agreement between the parties hereto to accommodate changes in workload required of the CONSULTANT due to subsequent changes in the scope and level of the CONSULTANT’s responsibilities not otherwise properly compensated by the amount originally stated in this AGREEMENT. Any such modification shall be agreed to in writing by the COMMISSION and the CONSULTANT. In the event modification of this AGREEMENT shall not be mutually agreed to by the CONSULTANT and the COMMISSION, the COMMISSION shall be the final arbiter of such modification.

Additionally, the COMMISSION and the CONSULTANT further agree that, if a work plan submitted by the CONSULTANT is utilized under this contract in order to provide general consulting assistance on a project or matter, the amount stated in a work plan approved by the STAFF shall be a “not to exceed” amount unless it is subject to modification by agreement between the parties hereto to accommodate changes in the workload required of the CONSULTANT due to subsequent changes in the scope and level of the CONSULTANT’s responsibilities not otherwise properly compensated by the amount originally stated in the work plan. Any such modification shall be agreed to in writing by the COMMISSION and the CONSULTANT. In the event the CONSULTANT and the COMMISSION shall not mutually agree to modification of a work plan compensation amount, the COMMISSION shall be the final arbiter of such modification.

Notwithstanding any other provision in this AGREEMENT, in the event that the COMPANY is unable to pay for the services contracted for under this AGREEMENT, the CONSULTANT understands and agrees that the COMMISSION has no obligation under this AGREEMENT to pay for any or all of the contractual services included in those invoices that are tendered by the CONSULTANT to the COMMISSION.

ARTICLE V. RETENTION OF RECORDS

The CONSULTANT shall keep and maintain all records and other documents pertaining to the performance of this AGREEMENT until the final payment of funds paid to the CONSULTANT by the COMPANY pursuant to this contract. At such time, physical custody of the records and documents shall be returned to the COMMISSION.

The CONSULTANT shall be bound by and shall comply with Georgia Law and the provision of COMMISSION Rule 515-3-1-.11 relating to Trade Secrets should the provisions of that rule become applicable during the course of this contract.
ARTICLE VI. NO TOLERATION OF UNACCEPTABLE BEHAVIORS

CONSULTANT shall at all times conduct their business activities pursuant to this Agreement in a highly ethical manner and in compliance with all applicable laws and regulations. CONSULTANT shall not, at any time, exhibit the following:

1. Harassment or unlawful discrimination of any kind or character, including but not limited to conduct or language derogatory to any individual, race, color, religion, age, disability, veteran status, genetic information, gender, sex, sexual orientation, gender identity, national origin, or any classification protected by federal, state or local law, that creates an intimidating, hostile, or offensive working environment. Specific examples include, but are not limited to jokes, pranks, epithets, written or graphic material, or hostility or aversion toward an individual or group on the basis of a legally protected status.

2. Any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment. Examples of such inappropriate behaviors include, but are not limited to abusive posturing, abusive language and/or written material, including but not limited to, emails, correspondence documents, notes, texts, etc…

ARTICLE VII. MISCELLANEOUS

The CONSULTANT and the COMMISSION further mutually agree as follows:


2. This AGREEMENT constitutes the entire agreement between the parties, and amendments thereto must be in writing and signed by the parties hereto.

3. The provisions of O.C.G.A. §45-10-20 PUBLIC OFFICERS AND EMPLOYEES, CODE OF ETHICS AND CONFLICTS OF INTEREST are not and will not be violated by the parties to this AGREEMENT.

The parties agree that in the execution of this AGREEMENT, they will not discriminate against any person on the basis of race, color, creed, religion, natural origin, sex or handicap.

4. By entering into this contract with the COMMISSION, the CONSULTANT hereby certifies that the CONSULTANT will not engage in the unlawful manufacture, sale, distribution, dispensation,
possession, or use of a controlled substance or marijuana during the performance of the contract as set forth in O.C.G.A. §50-24-4.

5. The CONSULTANT acknowledges that the COMMISSION is a public entity with public powers and responsibilities in service of the state of Georgia. This AGREEMENT shall not be construed to impair COMMISSION public functions and powers.

CONSULTANT agrees to comply with the COMMISSION’s Trade Secret Requirements, Rule Section 515-3-1-11 attached hereto and incorporated into this Agreement as Exhibit B.

6. This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and shall be governed by, construed under, performed and enforced in accordance with the laws of the state of Georgia. The COMMISSION may lay venue for any action hereunder in Fulton County, Georgia, and may insist that any action brought respecting the subject matter hereof shall be brought in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the date stated above, this ______ day of ______, 2019.

GEORGIA PUBLIC SERVICE COMMISSION

BY: __________________________________________
LAUREN “BUBBA” MCDONALD
CHAIRMAN

(CONSULTANT FIRM NAME)

BY: __________________________________________
(CONSULTANT)
FEDERAL TAX IDENTIFICATION NUMBER ________________
EXHIBIT A
Consultant Billing Requirements for Reimbursement / Non-Reimbursement of Consultant Contract Charges

Georgia Public Service Commission ("GPSC") requires that Consultants follow the contract requirements regarding costs to be invoiced for direct reimbursement. Only necessary and reasonable actual expenditures, unless specifically exempted by this document, of an appropriate and non-extravagant nature for contract related work incurred only by Consultant personnel, Consultant subcontractors, and related vendor charges will be considered for reimbursement. These costs are usually embodied in the categories of labor, travel, miscellaneous, and other support charges (as described in the contract, though not all inclusive and not otherwise already built into the direct billing rates/fees in the contract).

Accordingly, GPSC will treat billed costs for reimbursement/non-reimbursement as shown below:

LABOR

- Refer to RFP General Paragraph 1.9 for guidelines on requesting to add personnel to the contract, and Paragraph 1.11E for removal of personnel from the contract. Any such requests should be by letter to Mr. Tom Bond, Director of Utilities, and should include justification for the personnel changes, explaining the work assignments and providing a resume for the new personnel. As stated in Paragraph 1.9, if no clerical/administrative personnel are listed in the Consultant's proposal the costs for this type work will be assumed (by the Commission) to have been otherwise covered in the bid price.

All labor charges to contracts must be adequately supported by approved time records before reimbursement will be made.
TRAVEL

- By travel costs, the GPSC means necessary and reasonable transportation, lodging and meals charges incurred by Consultant personnel for the tenure of trips necessary to the contract work and away from the consultants' personnel home-office\(^1\). A consultant is traveling away from their home-office if the duties require traveling beyond the general area the home-office for a period substantially longer than an ordinary day's work. A consultant's home-office is the entire city or general area where their main place of business or work is located.

Travel costs allocated, or that should be allocated, between GPSC contract(s) and other jobs charged during the trip tenure must be fairly distributed by time charged to each job or contract in order for GPSC costs to be reimbursed without reduction by the GPSC Auditor for excess charges.

In these regards, the GPSC will not reimburse for the following types of travel charges billed directly to the contracts:

1. **First Class Airfares** - When first class is used, the Consultants should invoice for the net of the total fare less the first class premium. Also, the GPSC expects the Consultants where possible to make travel arrangements far enough in advance to obtain economy fares.

2. **Flight or other travel insurance**

3. **Mileage** that does not seem reasonable, is charged above the current IRS Allowable Rate and is not explained as to departure and arrival points and purpose for each trip.

4. **For Lodging**, the GPSC expects Consultant personnel, where possible, to obtain Government rates to effect economy in lodging expense. To this end, the Utilities Division Director will provide a letter establishing that the Consultant is employed on Government work, and which the Consultant should present to lodging registration personnel to obtain a lesser rate.

   i. In cases where it appears to the GPSC that lodging expense per invoice is excessive and the Consultant

\(^1\) Home-office can be a commercial office or a personal residence.
cannot justify the excess satisfactorily, the GPSC will disallow the excess.

ii. The GPSC also means by lodging, such lodging used by Consultant personnel on trips away from their usually assigned home office. Accordingly, billings for lodging in the area of the Consultant personnel's normal home office will not be allowed by the GPSC.

(5) **Meals** - The GPSC will not reimburse for:

a. Individual person's or multi-party meals that are above contract or the "Commission Consultant Billing Guidelines for Reimbursement" maximums.

b. "Working dinners" or other "working meals" of any combination of Consultant, Subcontractor, GPSC, and Auditee personnel.

c. Courtesy or other types of meals billed by the Consultant for other than Consultant personnel.

d. Consultant personnel meals in their home-office area.

e. Drinks of an identifiable alcoholic nature.

f. Private Butler, refreshments and snacks costs will be added to the costs of meals in determining if meals costs exceed the contract or billing guideline maximums (See (a) above).

(6) Movie rentals or other entertainment charged during tenure of trips or at other times.

(7) Charges for books, manuals, reports, docket filings and comments, or other literary items, which the GPSC thinks, should be included in the Consultant's library at no cost to the GPSC.

For such items, before the Consultants order outside copying that they expect to charge to the GPSC, they should contact the GPSC project's person-in-charge to determine whether the GPSC already has the documents and could provide them to the Consultants under reasonable circumstances, such as absolute need to the job, available time, less than vendor costs, etc. The Consultant shall provide a statement as to which project leader was contacted and the date the contact was made.

(8) Personal telephone calls, valet service, or other charges deemed personal by GPSC.
(9) Miscellaneous charges not individually identified as to nature and amount, and not deemed by GPSC Auditor to be related or necessary for the job.

(10) Mark-up costs will not be reimbursed.

OTHER SUPPORT CHARGES

• Only those other support charges of such nature as described in the contract, though not all-inclusive, will be reimbursed when properly supported.

DOCUMENT SUPPORT

• GPSC provides separate guidelines for consultants to furnish documentation support to the GPSC for costs invoiced (such as labor timecards/sheets, airplane tickets, car rental vouchers, itemized lodging bills, large meals tickets, etc.) Any cost not deemed by GPSC to be properly supported by required documentation will not be reimbursed. (See Attachment No. 2 for further document support requirements).

CONSULTANT INVOICE SUPPORT

PERCENT BILLED SCHEDULE

• We desire a schedule of “percent billed-to-date vs. contract amount” to be included with each invoice with the following data: total amount previously billed, amount of current invoice, total billed-to-date, contract amount, and percent billed-to-date.

LABOR

• We desire a labor summary sheet showing the total labor hours billed by Consultant employee, times each employee’s contract billing rate/fee to equal the total amount of labor cost billed on each invoice. The labor summary sheet should be supported by employee and their supervisor for the time periods billed. Employee’s time
should be recorded on the timecards/timesheets and in the labor summary in quarter-hour increments.

**Subcontractor Charges** - A subcontractor’s letterhead invoice to the Consultant firm should be provided, supported by the same kind of documents required for Consultant charges for labor, travel, etc.

**TRAVEL**

- We desire a travel summary schedule showing total travel costs by employee for the period billed, backed up by employee expense reports with major cost items supported by such as letterhead itemized lodging bills, airline tickets, and car rental invoices. We also desire meal receipts, parking tickets, taxi, ride share receipts, toll receipts, etc. (See below for further discussion of these items).

**Lodging** – To be reported at actual, reasonable and necessary cost, and supported by letterhead itemized hotel/motel bills. If the bill includes lodging for some person not on the Commission job (like a family member or a friend), the allocated cost for the non-job people should be deducted from the total bill.

Limits on lodging costs have not been set; however, costs are expected to be reasonable based on known going rates in cities where work is performed. As previously stated, Government rates for lodging should be obtained where possible. A letter should be obtained from the Utilities Division Director for each Consultant to present to lodging offices to request Government rates to facilitate this cost reduction effort.

**MEALS**

- Meals per consultant are reimbursed at a per diem of **$50.00** per full work day. Receipts are not necessary for reimbursement of this per diem. For partial work days, each consultant must use the per meal reimbursement rates as follows:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$7.50</td>
</tr>
<tr>
<td>Lunch</td>
<td>$12.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

Meals required during travel days are reimbursable at the above partial per diems.
TRANSPORTATION

- When mileage is charged for any amount, we desire a listing of each trip by origin and destination, number of miles traveled, mileage rate charged, and purpose for the trip.

To reduce transportation costs, Consultant personnel are encouraged to share rental cars, taxi and limos. Where possible, Consultant organizations are encouraged to use their company cars for the transport of their personnel on intracity trips and to and from the airport, or as an alternative, use the city transit systems (like Marta trains) where possible for such trips.

MISCELLANEOUS

- A category of cost stated only as “miscellaneous” will not be reimbursed. Each element making up such a group charge should be listed by name and amount. The elements should also be contract related and are envisioned by the GPSC to include minor office supplies, incidental postage, baggage handling tips, etc.

OTHER SUPPORT CHARGES

- Support documents should be submitted for each line item billed at $25 or more. (See below for examples).

Vendor Charges - A vendor's letterhead bill or invoice should be provided, with adequate description of items furnished, with unit prices shown to support the amounts billed to the Consultant.

Computer-Use, Data Base, Time Sharing, Etc., Charges - The Consultant, on a one time basis, and before or with the first bill to GPSC, is expected to provide the GPSC with a description of the agreement with the provider(s) of these services as to how the costs are determined and assigned to the Consultant and then assigned to the GPSC. If no such agreement exists, the Consultants should provide the GPSC a description of how the Consultant similarly determines and assigns the costs to the GPSC.

For such items billed by hours of use, the support should include a schedule of hours expended times the hourly rate charged to arrive at the line item amount billed. For service/product costs allocated to GPSC, the allocation bases and computations should be set forth
in each invoice. For items billed by number of copies, the number of copies times the cost per copy should be submitted.

**Telephone Calls** - Only business (non-personal) telephone calls and fax charges will be reimbursed. They should be supported by a letterhead telephone bill from the providing telephone company/carrier. The bill should list all the individual calls charged, by from-and-to locations, numbers, amounts, etc.

To reduce long distance (LD) costs, when Consultants are in the GPSC Atlanta offices and need to make job related LD calls, they should use the GPSC outgoing WATS line by dialing “8” plus area code and seven digit number of callees. Also, when Consultants are out in the field (in Georgia) and need to make LD calls to the GPSC Atlanta offices, they should use the GPSC incoming Watts line by dialing 1-800-282-5813 and asking for the callee by name and/ or telephone number. The CPSC Staff will assist the Consultants, when needed, in these telephone cost reduction efforts.
EXHIBIT B

Trade Secret Requirements: Rule Section 515-3-1.11

1) In the event that any party or utility subject to the jurisdiction of the Commission is required to file with the Commission, or otherwise requested to provide to the Commission staff information which that party or utility considers to be a trade secret (as defined in O.C.G.A. Section 10-1-761(4)) (hereinafter referred to as "protected information"), then the following procedures shall apply:

a) The affected party or utility shall submit, within the time specified or agreed to, the required or requested protected information under protective seal with the designation "TRADE SECRET" prominently attached to each page thereof; and

b) The affected party or utility shall, at the same time, provide a version of the document containing protected information which can be used for public disclosure with the designation "PUBLIC DISCLOSURE DOCUMENT" prominently attached to each page thereof; and

c) The affected party or utility shall, at the same time, provide in writing the legal and factual basis for its assertion that the protected information is a trade secret and should not be disclosed, including, for each item claimed to be a trade secret:

1. Why the information derives economic value from not being generally known to others;
2. How others can obtain economic value from its disclosure; and
3. Procedures utilized by the affected party or utility to maintain its secrecy; and

d) The affected party or utility shall maintain a master list of all documents submitted to the Commission pursuant to this rule, which list shall identify the document submitted, the number of copies submitted, and, if applicable, the docket in connection with which submission was made.

2) Upon request by any person pursuant to the Georgia Open Records Act, O.C.G.A. Section 50-18-70, et seq., for access to information which includes protected information, the Commission shall respond by providing that person with any non-protected information requested, the "public disclosure" version of the protected information, and written
notice that certain information has been withheld as alleged protected information not subject to public disclosure.

3) Any person who is a party or intervenor in a docket or non-docket matter, other than the Consumers' Utility Counsel, and desires access to protected information submitted to the Commission pursuant to this rule, may petition the Commission for such access. A hearing shall be held to consider the request, at which time the affected party or utility shall have the burden of proving that the potential for economic harm to them outweighs the public benefit derived from allowing the party or intervenor access to such information.

a) Any person who is granted access to protected information pursuant to paragraph (3) above, and the Consumer's Utility Counsel, shall be required to enter into a protective agreement with the affected party or utility which shall include, but not be limited to, the following terms:

1. Access to and use of the protected information shall be limited to matters relating to the docket or non-docket;

2. The protected information shall not be disclosed to any other person at any time unless such disclosure is required by an order of the Commission or a court of competent jurisdiction or authorized by the affected party or utility;

3. The protected information shall not be copied or otherwise reproduced by the party or intervenor;

4. The agreement shall apply to all employees, attorneys, agents, and consultants of the party or intervenor;

5. Any other terms or conditions as are reasonable to insure the confidentiality of the protected information.

4) The Commission, upon request by the party or intervenor and after being provided with an executed copy of the protective agreement, shall provide the party of intervenor with the number of copies of the protected information agreed upon in the protective agreement, which copies shall be returned to the Commission not later than forty-five (45) days after the conclusion of the docket or non-docket, or the conclusion of judicial appeals relating to the matter.

5) Within thirty (30) days of compliance by parties or intervenors with the provision of paragraph 4 above requiring the return of the protected information to the Commission, the Commission shall return all copies

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6) The public disclosure version of the protected information shall be utilized in the course of an open docket or public hearing, if necessary; provided, however, that, if the Commission staff or any party determines that protected information must be utilized in the course of an open docket or public hearing, then they shall meet or confer with the affected party or utility in a good faith effort to accommodate such use, or make an appropriate motion before the Commission for such use.

7) Any party or intervenor, the Commission staff, the Consumers' Utility Counsel, or the Commission on its own motion, may challenge the designation of information as a "trade secret" by filing a motion to that effect with the Commission. In such a case, the affected party or utility shall have the burden of proving that the information constitutes a trade secret. If, after a hearing and an in-camera inspection, the Commission determines that the information provided does not constitute a trade secret or only a portion of the information is a trade secret, or that the protected information must be disclosed in part or in whole in connection with any hearing, or otherwise, then the Commission shall issue an order to that effect, which order shall be automatically stayed for thirty (30) days from the date of the order.