

FILE

PUCO EXHIBIT FILING

Date of Hearing: 10/1/2015

Case No. 14-1297-EL-550

PUCO Case Caption: In the Matter of the Application
of Ohio Edison, The Cleveland Electric Illuminating
Company, and The Toledo Edison Company
for Authority to Provide for a Standard Service
Offer Pursuant to R.C. 4928.143 in the Form
of an Electric Security Plan.

List of exhibits being filed: Volume XXI

Company 52
55

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Reporter's Signature: Karen Sue Gibson

Date Submitted: 10/14/15

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Technician [Signature] Date Processed OCT 15 2015

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :
Application of Ohio Edison:
Company, The Cleveland :
Electric Illuminating :
Company, and The Toledo :
Edison Company for : Case No. 14-1297-EL-SSO
Authority to Provide for :
a Standard Service Offer :
Pursuant to R.C. 4928.143 :
in the Form of an Electric:
Security Plan. :

- - -

PROCEEDINGS

before Mr. Gregory Price, Ms. Mandy Chiles, and
Ms. Megan Addison, Attorney Examiners, at the Public
Utilities Commission of Ohio, 180 East Broad Street,
Room 11-A, Columbus, Ohio, called at 9:00 a.m. on
Thursday, October 1, 2015.

- - -

VOLUME XXI

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -

CONTRACT FOR PROFESSIONAL SERVICES

Contract #1513
Contract Purchase Order # _____
RFP/ITB Reference # 2015-04
Contract Status: Original ☒ Renewal ☐

Project: This contract will provide the Office of the Ohio Consumers' Counsel ("OCC") with technical assistance in addressing issues related to the Electric Security Plan IV ("ESP IV") Application filed by The Cleveland Electric Illuminating Company, The Toledo Edison Company and Ohio Edison Company ("FirstEnergy" or "the Utilities") in Public Utilities Commission of Ohio ("PUCO") Case No. 14-1297-EL-SSO. This project will address the Utilities' proposals to (1) continue and modify the Delivery Capital Recovery Rider ("DCR") and (2) create a new Government Directives Rider ("GDR"). The purpose of the project is to review the Utilities' proposals and make recommendations as to the appropriate regulatory treatment.

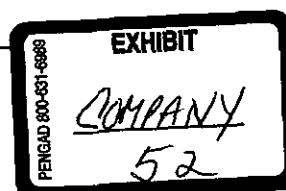
I. PARTIES

This Contract for Professional Services ("Contract"), by and between the Office of the Ohio Consumers' Counsel ("OCC"), State of Ohio, located at 10 West Broad Street, Suite 1800, Columbus, Ohio 43215, and Berkshire Consulting Services, located at 12 Pond Path, North Hampton, New Hampshire 03862 (hereinafter referred to as "Independent Contractor") is effective as of the date of the signature by the parties. However, pursuant to Paragraph III., the Independent Contractor will not receive compensation for services performed after the signing of the contract unless OCC receives approval of this contract by the Office of Budget and Management (Division of State Accounting).

II. CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT (NOT TO EXCEED): **\$19,500**

- A. The parties agree that the Independent Contractor shall provide OCC with expert technical assistance on addressing certain specific issues related to the ESP IV Application with regard to Distribution Riders filed in PUCO Case No. 14-1297-EL-SSO. Services to be provided to OCC (after an explicit request of an OCC employee) by the Independent Contractor are described in the Scope of Work, Deliverables and Duties section of this Contract. The Independent Contractor shall be compensated at the rate of \$150 per hour. The total amount to be paid by OCC to the Independent Contractor under this Contract will not exceed the sum of nineteen thousand five hundred dollars (\$19,500) for work actually performed.
- B. In consideration for the promises and performance of the Independent Contractor as set forth herein, OCC agrees to pay to the Independent Contractor for services rendered that are in conformance with this Contract. Payment will be made within thirty (30) days from



Contract 1513, Berkshire Consulting Services

the date of OCC's receipt of proper invoices and proof of performance for services performed in accordance with the Scope of Work, Deliverables and Duties of the Independent Contractor and the Terms and Conditions for Professional Services (attached as "Exhibit A") that is incorporated by reference herein, as follows:

ESTIMATED BUDGET

<u>Fiscal Year 2015</u>	<u>Rate Up To</u>	<u>Hours</u>	<u>Estimated Cost</u>
<u>Deliverable I</u>	<u>\$150</u>	<u>130</u>	<u>\$19,500</u>
<u>TOTAL COSTS (Not to Exceed)</u>		<u>130</u>	<u>\$19,500</u>

The total amount includes all travel and office expenses.

The invoices provided to OCC by the Independent Contractor shall indicate all of the following: the contract number, the purchase order number, the work performed, the applicable deliverable, name and title of the person who performed the work, the number of hours, the total amount to be paid, the remaining balance for the deliverable and remaining balance on the contract. The invoices provided by the Independent Contractor shall only reflect, and OCC shall only pay for work actually performed.

III. TERM OF CONTRACT AND APPROVAL

This contract is effective on the date it is signed and terminates at the close of business on June 30, 2015. However, the Independent Contractor will not receive compensation for services performed after signing the Contract unless OCC receives approval of this Contract by the Office of Budget and Management (Division of State Accounting). Work performed after the contract ending date will not be paid. The Independent Contractor will only be compensated for work that is specifically requested by an OCC employee and is performed in accordance with Scope of Work, Deliverables and Duties of the Independent Contractor and the Terms and Conditions for Professional Services (Exhibit A) of this Contract.

IV. COMMUNICATION WITH THE MEDIA

The Independent Contractor shall not communicate with the media – including, but not limited to newspaper, television, social media or radio personnel regarding any OCC Request for Proposal, Invitation to Bid or contract the Independent Contractor has responded to or entered into. The Independent Contractor shall direct any and all inquiries received from the media to OCC.

V. SCOPE OF WORK, DELIVERABLES AND DUTIES OF INDEPENDENT CONTRACTOR

Scope of Work. The Independent Contractor will, with input and assistance from OCC staff, provide technical assistance to OCC in evaluating FirstEnergy's Application in terms of the proposed distribution riders, DCR and GDR. Specifically, the Independent Contractor will need to carefully assess FirstEnergy's ESP IV distribution rider proposals to determine the ultimate impact on residential consumers. The Independent Contractor will present an assessment and recommendations through written testimony and defend such testimony at depositions and hearings.

The Independent Contractor shall not perform work unless the work is specifically requested by an OCC attorney.

Deliverables. When expressly requested by OCC, in connection with proceedings before the PUCO, the Independent Contractor will assess and analyze distribution rider issues raised in the FirstEnergy Utilities' electric security plan, and provide technical and policy assistance with formulation and support of OCC's position regarding distribution riders.

More specifically, at the direction of OCC, the Independent Contractor will perform the following:

- a. Timely review and evaluate FirstEnergy's Application, relevant testimony and exhibits filed in this proceeding on August 4, 2014 and any subsequently filed documentation;
- b. Prepare timely discovery questions (interrogatories and requests for documents) for the purpose of obtaining any other additional information the Independent Contractor deems necessary to fully evaluate the issues, perform analysis, make recommendations, and prepare testimony supporting such recommendations;
- c. Timely review responses to discovery questions, prepare additional discovery questions if necessary, and incorporate responses into evaluation;
- d. Prepare timely written direct testimony and, if necessary, supplemental or rebuttal testimony to any witness in this proceeding (including Utilities, PUCO Staff and intervenor witnesses);
- e. Attend depositions of Utilities and or other intervenor witnesses (may require travel) if deemed necessary by OCC's Lead Attorney and be deposed (may require travel) if so noticed;
- f. Attend hearings as deemed necessary (will require travel) by OCC's Lead Attorney, including defending (through cross-examination and redirect testimony) written testimony and rebuttal testimony; and

- g. Assist and provide technical support, as deemed necessary by OCC's Lead Attorney, in legal preparation of prehearing and settlement conferences, witness testimony, opposing witness (may include the Utilities, PUCO Staff, and other intervenors) cross-examination, briefs, reply briefs, applications for rehearing, and related motions with respect to this proceeding and any appeal of this proceeding.**

Contract 1513, Berkshire Consulting Services

Approved & Accepted by:

Berkshire Consulting Services

David J Effron

By: David J. Effron

Printed Name: David J Effron

Title: Independent Contractor

Date: October 23, 2014

Office of the Ohio Consumers' Counsel

Agency

By: Monica Hunyadi

Printed Name: Monica Hunyadi

Title: Chief of Staff - Non-Services

Date: 10/28/14

EXHIBIT A
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
CONTRACT # 1513

I. GENERAL TERMS AND CONDITIONS

A. Performance Standards

1. The Independent Contractor declares that it is engaged as an Independent Contractor and has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business, as well as any specialized insurance that is specified herein, that may be required to carry out its business and perform under the terms of this Contract for Professional Services. The Independent Contractor acknowledges as an Independent Contractor, the OCC will not make any contributions to the Ohio Public Employees Retirement System on his/her behalf. The Independent Contractor acknowledges and understands that it does not have any authority to sign agreements, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the OCC.
2. The Independent Contractor shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by the Independent Contractor and the OCC shall not hire, supervise or pay any assistants to the Independent Contractor in its performance under this Contract for Professional Services. The OCC shall not be required to provide any training to the Independent Contractor to enable it to perform services required hereunder.
3. The Independent Contractor shall furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work hereunder, unless stated otherwise in the Deliverables, Scope of Work and Duties of Independent Contractor article. Neither the Independent Contractor nor its personnel shall, at any time or for any purpose, be considered as employees or agents of the OCC or the State of Ohio.
4. The Independent Contractor must complete the Standard Affirmation and Disclosure Form (see attached) which addresses Executive Order 2011-12K, Governing the expenditure of Public Funds for Off Shore Services. This executive order states in part "...No public funds should be spent on services provided offshore..." By signing the Standard Affirmation and Disclosure Form, the Independent Contractor affirms that the Contractor and any of its subcontractors shall perform no services requested under this contract outside the United States.

Exhibit A 1513, Berkshire Consulting Services

To access the executed Executive Order 2011-12K, Please visit:
<http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf>

5. The OCC may, from time to time as it deems appropriate, communicate specific instructions and requests to the Independent Contractor concerning the performance of the work described in this Contract for Professional Services. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of said tasks by the Independent Contractor. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Independent Contractor. The OCC retains the right to ensure that the work of the Independent Contractor is in conformity with the terms and conditions of the Contract for Professional Services, as specified herein.
6. The Independent Contractor and the OCC shall determine the specific timeperiods required to perform the services to be provided under this Contract for Professional Services. The Independent Contractor retains discretion over its schedule when performing services on the premises of the OCC, subject to the OCC's normal business hours and security requirements.
7. The Independent Contractor shall not communicate with the media, (e.g. newspaper, television, social media or radio personality) regarding any OCC request for proposal, invitation to bid or contract the Independent Contractor has responded to or entered into. The Independent Contractor shall direct any and all inquiries received from the media to the OCC
8. The Independent Contractor shall complete and return to OCC, the attached Ohio Public Employees Retirement System (OPERS) Independent Contractor Acknowledgement form ("PEDACKN"). This acknowledgement form states that no contributions will be remitted to OPERS for the personal services you provide to OCC as an Independent Contractor. For more information about OPERS, please visit: <https://www.opers.org/>.

B. Time of Performance

This Contract for Professional Services shall remain in effect until the work described herein is completed to the satisfaction of the OCC and the Independent Contractor is paid in accordance with the provisions of this Contract for Professional Services, or until terminated as provided herein, whichever is sooner. However, in any event, this Contract shall expire no later than June 30, 2015. The work described in this Contract for Professional Services shall begin no earlier than the date of the signature by the parties. The Independent Contractor will not receive compensation for services performed after signing the Contract unless OCC receives approval of this Contract by the Office of Budget and Management (Division of State Accounting). This Contract for Professional Services must be completed by **June 30, 2015**.

C. Related Agreements

1. The work contemplated in this Contract for Professional Services is to be performed by the Independent Contractor, unless otherwise noted in the Contract, who may subcontract without OCC's approval for the purchase of articles, supplies, components or special mechanical services, that do not involve the type of work or services described in the Scope of Work and Duties of Contractor article, but which are required for its satisfactory completion. All work subcontracted shall be at the expense of the Independent Contractor.
2. The Independent Contractor shall, for each subcontract, require each subcontractor to agree to all of the provisions of this Contract for Professional Services. The Independent Contractor and subcontractors shall not agree to any provision which seeks to bind the Independent Contractor to terms inconsistent with, or at variance from, this Contract.

D. Conflicts Of Interest

1. No personnel of the Independent Contractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract for Professional Services, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the OCC in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract for Professional Services, unless upon consultation with the Ohio Ethics Commission it is determined that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
3. Prior to the effective date of this Contract for Professional Services, the Independent Contractor must list all Ohio public utilities or public utility subsidiaries for which the Independent Contractor's firm or any members of the Independent Contractor's professional staff proposed for the project, has worked in a professional capacity during the past three years. For each firm listed, the Independent Contractor should describe briefly the nature of the professional relationship and the impact of the relationship upon the Independent Contractor's firm's ability to serve the Ohio Consumers' Counsel in an independent capacity. The Independent Contractor should also describe any other legal, professional or financial relationships between Ohio public utilities and any key members of the Independent Contractor's professional staff.

E. Equal Employment Opportunity

1. In carrying out this Contract for Professional Services, the Independent Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, military status or any other factor specified in Section 125.111 of

the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 104 Stat. 327,42 U.S.C. 12101, or any applicable state or federal law, rule or regulation or any applicable amendment thereto.

2. The Independent Contractor shall incorporate the foregoing requirements in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Suspension and Termination Provisions

1. If either party fails to perform any of the requirements of this Contract for Professional Services, or is in violation of a specific provision of this Contract for Professional Services, then the non-breaching party may suspend or terminate this Contract for Professional Services if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of the breach; provided, however, that in the case of late payment by the OCC, Section 126.30 of the Revised Code shall apply and the Independent Contractor may not suspend or terminate this Contract for Professional Services hereunder unless such payment is more than sixty (60) days past due.
2. Upon providing written notice to the Independent Contractor, the OCC may suspend or terminate this Contract for Professional Services, in whole or in part, if the Independent Contractor failed to perform any of the requirements of this Contract for Professional Services; or that the Independent Contractor is in violation of a specific provision of this Contract for Professional Services; or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated under this Contract for Professional Services.
3. The Independent Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the OCC, furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract for Professional Services including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the OCC may require.
4. In the event of suspension or termination under this Article, the Independent Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, in accordance with the Terms and Conditions of Payment, less any funds previously paid by or on behalf of the OCC. The OCC shall not be liable for any further claims, and the claims submitted by the Independent Contractor shall not exceed the total amount of consideration stated in this Contract for Professional Services. In the event of suspension or termination, any payments made by the OCC in which services have not been rendered by the Independent Contractor shall be returned to the State.

5. OCC may at any time prior to the completion of services to be performed hereunder, suspend or terminate this Contract with or without cause upon thirty days prior written notice to the other party.
6. In the event this Contract is terminated prior to its completion, Independent Contractor shall deliver to the OCC all work products and documents which have been prepared by the Independent Contractor in the course of providing services under this Contract. Upon receipt and acceptance of the materials as defined in the contract, payment will be remitted to the Independent Contractor. All such materials shall become, and remain the property of, the OCC, to be used in such manner and for such purpose as it may choose.

G. Indemnification/Responsibility for Claims

The Independent Contractor agrees to indemnify, and shall hold harmless, the State of Ohio, the OCC, including without limitation, its employees, appointed officials, agents, and the OCC Governing Board, from any and all claims for injuries or damages arising from this Contract which are attributable to the Independent Contractor's own negligent actions or omissions, or those of its trustees, officers, employees, subcontractors, suppliers, and third parties directly under the Independent Contractor's control who are utilized by the Independent Contractor acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Notwithstanding the foregoing, Independent Contractor shall indemnify and hold harmless the OCC and the State of Ohio for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the OCC to do so.

H. Compliance with Law

The Independent Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. The Independent Contractor and its employees are not employees of the OCC or the State of Ohio with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. The Independent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Independent Contractor in the performance of the work authorized by this Contract for Professional Services. The Independent Contractor shall be solely responsible for all fees, fines, penalties, and interest arising out of or in connection with any and all taxes and similar obligations as a result of this Contract. The OCC shall not be liable for any taxes under this Contract for Professional Services.

I. Limitation of Liability

Except with respect to personal injury or property damage, each party's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Independent Contractor under the Terms and Conditions of Payment or the amount of direct damages incurred by the Independent Contractor, whichever is less.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, EACH PARTY SHALL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.

J. Change or Modifications

The Contract for Professional Services is incorporated herein by reference, and with this Exhibit A, Independent Contractor Acknowledgement Form and Standard Affirmation and Disclosure Form constitutes the entire agreement between the parties, and any changes or modifications to the agreement shall be made and agreed to in writing.

K. Assignment

Neither this Contract for Professional Services nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

L. Construction

This Contract for Professional Services shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the state of Ohio.

M. Certification of Compliance with Ohio Ethics Law Requirements for Noncompetitive Bid Agreements

1. The Independent Contractor by signature on this Contract for Professional Services certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Sections 102.03 and 102.04 of the Revised Code. For more information please refer to:
<http://www.ethics.ohio.gov/OhioEthicsLaw.html>

N. Drug-Free Workplace

The Independent Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Exhibit A 1513, Berkshire Consulting Services

O. Record Keeping Requirements

1. The Independent Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
2. During the period covered by this Contract for Professional Services and until the expiration of three (3) years after final payment under this Contract for Professional Services, the Independent Contractor agrees to provide the OCC, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Independent Contractor involving transactions related to this Contract for Professional Services.

P. Campaign Contributions

The Independent Contractor hereby certifies that, as applicable to the Independent Contractor, all personal and business associates are in compliance with Ohio Revised Code 3517.13 Divisions (I) or (J) regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. For more information please refer to <http://codes.ohio.gov/orc/3517.13>.

Q. Sweatshop Free

The Independent Contractor shall comply with Executive Order 2008-29S, Sweatshop-Free. This Executive Order states in part "...Manufacturers and suppliers must provide work environments for their workers that adhere to all applicable laws." In signing this contract, the Independent Contractor certifies that all products or services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. To access the executed Executive Order, please visit: <http://www.governor.ohio.gov/LinkClick.aspx?fileticket=wl6vkkBiEVq%3d&tabid=1493>

R. Controlling Law

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Independent Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

II. TERMS AND CONDITIONS OF PAYMENT

- A. The invoices that are provided to OCC by the Independent Contractor shall indicate: The vendor/provider name and address, the work performed, the date(s) the work was performed, the applicable deliverable, the name and title of the person who performed the work, the number of hours, the hourly rate of the person who performed the work, the total amount to be paid, the remaining balance for the deliverable and the contract and purchase order number. The Independent Contractor is permitted to allocate the hours assigned to each deliverable above in a manner that allows them to achieve the highest efficiency possible, provided that the work performed does not exceed the total hours agreed to by OCC.

- B. The Independent Contractor is required to submit all invoices to the OCC along with a copy of a monthly work status report. An invoice is not proper if it contains a defect or impropriety. The OCC shall notify the Independent Contractor within fifteen (15) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety. Invoices shall be sent to:

Robin Tedrick
Records Management Coordinator
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215

- C. Section 126.30 of the Ohio Revised Code is applicable to this Contract for Professional Services and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.
- D. Unless expressly provided for elsewhere in this Contract for Professional Services, the Independent Contractor shall be responsible for and assume all office and business expenses, including but not limited to insurance, that are incurred as a result of the performance of this Contract for Professional Services.
- E. The Independent Contractor must complete a W-9 form in its entirety. At least one original W-9 form must be submitted prior to the effective date of this Contract for Professional Services.
- F. The Independent Contractor agrees to comply with all applicable federal, state and local laws. Ohio Revised Code 9.24 prohibits any state agency from awarding a contract for services to any person against whom the Auditor of State has issued a finding of recovery, if that finding is unresolved. In signing this contract, the Independent Contractor certifies that all products or services offered are in compliance with Ohio Revised Code 9.24 and does not have an unresolved finding for recovery from the Auditor of State.
- G. It is expressly understood by the parties that none of the rights, duties and obligations described in this Contract for Professional Services shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to the certification of balance statement in all contracts Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.
- H. It is mutually understood by the parties that this Contract for Professional Services shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations as required by Section 126.07 of the Ohio Revised Code.

**Ohio Environmental Council &
Environmental Defense Fund Set 4
Witness: Eileen M. Mikkelsen**

Case No. 14-1297-EL-SSO
Ohio Edison Company, The Cleveland Electric Illuminating Company and
The Toledo Edison Company for Authority to Provide for a Standard Service Offer
Pursuant to R.C. § 4928.143 in the Form of an Electric Security Plan

RESPONSES TO REQUEST

**OEC/EDF
Set 4 – INT-058**

Did the Companies file a long-term forecast with the Commission in Case No. 14-0625-EL-
FOR on April 15, 2014?

Response:

Yes



**Ohio Environmental Council &
Environmental Defense Fund Set 4
Witness: Eileen M. Mikkelsen**

Case No. 14-1297-EL-SSO
Ohio Edison Company, The Cleveland Electric Illuminating Company and
The Toledo Edison Company for Authority to Provide for a Standard Service Offer
Pursuant to R.C. § 4928.143 in the Form of an Electric Security Plan

RESPONSES TO REQUEST

**OEC/EDF
Set 4 – INT-059**

If the answer to INT-58 was in the affirmative, did the Companies make assumptions as to wholesale energy and capacity prices for the next ten years in developing their long-term forecast report?

Response: No.