



800 Cabin Hill Drive  
Greensburg, PA 15601-1689  
PH: (724) 838-6210  
FAX: (724) 830-7737  
jmunsch@alleghenyenergy.com

LEGAL SERVICES

**VIA FEDEX NEXT DAY**

April 23, 2010

**RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Petition of West Penn Power Company d/b/a Allegheny Power for Approval of its Energy Efficiency and Conservation Plan, Approval of Recovery of Costs through a Reconcilable Adjustment Clause and Approval of Matters Relating to the Energy Efficiency and Conservation Plan; Docket No. M-2009-2093218

Dear Secretary McNulty:

Enclosed for filing please find four copies of a contract between West Penn Power Company d/b/a Allegheny Power and Schaedler Yesco Distribution, Inc., a registered conservation provider.

The contract is for the provision of CFL and LED signs services. The contract was awarded pursuant to a competitive bidding process. The contract documents include:

- Copy of Contract
- Copy of RFP document
- Non-Disclosure Agreement
- General Terms and Conditions
- Insurance Certification
- Substance Abuse Program
- Subcontracting Plan
- Safety and Health Commitment
- Proof of CSP Status
- Non-Affiliate Letter

**James J. McNulty, Secretary**  
**April 23, 2010**  
**Page 2**

This filing is made by express delivery and is deemed filed today pursuant to 52 Pa. Code § 1.11.

Respectfully submitted,

  
John L. Munsch  
Attorney

JLM:sac

Enclosures

cc: Patty Wiedt, Esq., Law Bureau  
Wayne Williams, Bureau CEEP

**RECEIVED**  
APR 23 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**Contract**  
ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

Page 1 of 6  
Contract#  
4600003037

AGENT-FOR-BUYER  
800 Cabin Hill Drive  
Attn: Procurement  
Greensburg, PA 15601-1650  
FAX: (724) 830-7714

SCHAEDLER YESCO DISTRIBUTION INC  
3982 PAXTON ST  
HARRISBURG PA 17111-1423

**Bill and Mail Invoices to :**

**Buying Company :**

**West Penn Power Company**

Disbursement Accounting  
800 Cabin Hill Drive  
Greensburg, PA 15601-1650

**RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Contract**

**Purchasing Document**    **Date**  
4600003037                      04-07-2010

**Purchasing Buyer**        **Telephone**  
Barbara Crowe                 724-830-5051

**Fax number**                    **Our Reference**  
724-850-3707                    ERUNDY-REL

**E-Mail**  
bcrowe@alleghenypower.com

**Validity Start**                 **Validity End**  
04-07-2010                      05-31-2013

Buyer reserves the right to assign this contract, in whole or in part, to one or more of its affiliates, their successors or assigns at any time.

All Correspondence, Shipping Papers, Invoices, Bills of Lading and Packages must show the Stock Number, Purchase Order Number, and Work Order and Op Step Numbers (if applicable and as identified in the Purchase Order header text or item text).

ANY AGENT, REPRESENTATIVE, CONSULTANT OR CONTRACTOR PROVIDING SERVICES TO ALLEGHENY ENERGY IS EXPECTED TO FOLLOW ALLEGHENY ENERGY'S CODE OF BUSINESS CONDUCT AND ETHICS, WHICH IS AVAILABLE ON THE COMPANY'S WEBSITE, [www.alleghenyenergy.com](http://www.alleghenyenergy.com), IN THE CORPORATE GOVERNANCE SECTION. IT IS ALSO AVAILABLE AT [http://media.corporate-ir.net/media\\_files/nys/aye/corpgov/code4.pdf](http://media.corporate-ir.net/media_files/nys/aye/corpgov/code4.pdf).

This document, and any attached or referenced documents, may contain information proprietary to Allegheny Energy Service Corporation, its affiliates, and parent. You agree that this document is to be used solely by you exclusively for the purpose for which it is furnished, and AESC requires it to be returned or destroyed when no longer required for that purpose. This document and any information obtained therefrom shall not be reproduced, transmitted, or disclosed in whole or in part to other organizations without the prior written authorization of AESC.

**IncoTerms :** SVC Freight Not Applicable N

**Currency :** USD

**Terms of Payment :** Within 60 days Due Net

**Target Value :** \$2,002,888.00

This offer to purchase includes all the terms and conditions applicable to this purchase order. Acknowledgement is required for services or exceptions only. Shipment of goods will constitute your acceptance of this purchase order's terms and conditions.

AUTHORIZED BY: \_\_\_\_\_

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy



**Contract**  
ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

AGENT-FOR-BUYER  
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Greensburg, PA 15601-1650  
FAX: (724) 830-7714

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Contract#  
4600003037

Header text

**BUYER:**  
**WEST PENN POWER COMPANY**

**SEND INVOICE TO:**  
**DISBURSEMENT ACCOUNTING**  
**800 CABIN HILL DR**  
**GREENSBURG, PA 15601**

#### **CFL'S AND LED EXIT SIGNS**

This blanket contract is issued to Schaedler Yesco Distribution, Inc., a registered Conservation Service Provider with the Pennsylvania Public Utilities Commission, for material and services applicable to Allegheny Power's CFL and LED Exit Sign Conservation Program in the Commonwealth of Pennsylvania.

Under this contract, Schaedler Yesco will supply, package and ship CFL's and LED Exit Signs to Allegheny Power's commercial customers classified as Government/School/Non-Profit in Pennsylvania, per the Scope of Work as outlined in the Request for Proposal dated March 3, 2010.

Allegheny Power does not guarantee any certain volume of CFL or LED Exit Signs under this contract. Schaedler Yesco will not have exclusive rights for the supply of CFL or LED Exit Signs for Allegheny Power's Pennsylvania customers.

The work is expected to begin at issue date of the contract and continue through 05/31/2013.

Seller will provide EIKO CFL's and TCP LED exit signs. Sylvania CFL's and EELP LED exit signs may be provided as alternate products.

Prior approval from Allegheny Power personnel is required for any additional alternate products.

Purchase order releases will be issued against this contract for various phases of the work.

**PAYMENT TERMS ARE NET 60 DAYS.**

Allegheny Energy Service Corporation General Terms and Conditions shall apply.

Incorporated by reference or attachment and made part of this contract are the following:

1. PowerAdvocate Event 21798: CFL's and LED Exit Signs dated 03/03/10.
2. Allegheny Energy Service Corporation General Terms and Conditions.
3. Mutual Nondisclosure Agreement.
4. Safety and Health Commitment.
5. Schaedler Yesco Distribution Inc. Drug-Free Workplace Policy.
6. Verification Letter of Non Affiliation with a Pennsylvania Electric Distribution Co. from

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy

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Schaedler Yesco dated 04/05/10.

7. Proposal submitted by Diane Shellenhamer via PowerAdvocate on 03/10/10 with revised pricing submitted on 03/29/10.

This contract is dependent upon the approval of PA Act 129 by the Pennsylvania Public Utility Commission. The programs are scheduled to continue through plan year 2012.

Header note

MAXIMUM EXPENDITURE \$2,002,888

REFERENCE: PURCHASE REQUISITION 10323993

| Item  | Material | Target Qty | Order Qty. | Unit | Unit Price | Net Value |
|-------|----------|------------|------------|------|------------|-----------|
| 00010 |          |            |            | AU   | \$0.00     | \$0.00    |

Description : Govt CFL - EIKO

Required Date :

Purch. Req. Number : 10323993

Purch. Req. Item : 00050

The item covers the following services :

| Service Item | Service Number | Service Description                   | Unit of Measure | Rate   |
|--------------|----------------|---------------------------------------|-----------------|--------|
| 10           | 3011486        | UNSPECIFIED SERVICE                   |                 | \$ .00 |
| 20           | 3033181        | Spiral w/ Med Base - 13 watt Eiko     |                 | \$ .00 |
| 30           | 3033182        | Spiral w/ Med Base - 19 watt Eiko     |                 | \$ .00 |
| 40           | 3033183        | Spiral w/ Med Base - 23 watt Eiko     |                 | \$ .00 |
| 50           | 3033184        | Spiral w/ Med Base - 30 watt Eiko     |                 | \$ .00 |
| 60           | 3033185        | A Line w/ Med Base - 9 watt Eiko      |                 | \$ .00 |
| 70           | 3033186        | A Line w/ Med Base - 13 watt Eiko     |                 | \$ .00 |
| 80           | 3033187        | Globe w/ Med base - 9 watt Eiko       |                 | \$ .00 |
| 90           | 3033188        | Globe w/ Med base - 13 watt Eiko      |                 | \$ .00 |
| 100          | 3033189        | Candelabra w/ Med Base - 9 watt Eiko  |                 | \$ .00 |
| 110          | 3033190        | Candelabra w/ Med Base - 13 watt Eiko |                 | \$ .00 |

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

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 Contract#  
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| Item | Material | Target Qty | Order Qty.                             | Unit | Unit Price | Net Value |
|------|----------|------------|--|------|------------|-----------|
| 120  | 3033191  |            |  |      |            | \$ .00    |
|      |          |            | BR40 Reflector-Med Base-23 watt Eiko   |      |            |           |
| 130  | 3033192  |            |  |      |            | \$ .00    |
|      |          |            | BR30 Reflector-Med Base-15 watt Eiko   |      |            |           |
| 140  | 3033193  |            |  |      |            | \$ .00    |
|      |          |            | PAR 20 Reflector-Med Base-9 watt Eiko  |      |            |           |
| 150  | 3033194  |            |  |      |            | \$ .00    |
|      |          |            | PAR 30 Reflector-Med Base-15 watt Eiko |      |            |           |
| 160  | 3033195  |            |  |      |            | \$ .00    |
|      |          |            | PAR 38 Reflector-Med Base-23 watt Eiko |      |            |           |

00020 AU \$0.00 \$0.00

**Description :** Govt LED Exit Sign - TCP

**Required Date :**

**Purch. Req. Number :** 10323993

**Purch. Req. Item :** 00060

**The item covers the following services :**

| Service Item | Service Number | Service Description                     | Unit of Measure | Rate   |
|--------------|----------------|---|-----------------|--------|
| 10           | 3011486        | UNSPECIFIED SERVICE                     |                 | \$ .00 |
| 20           | 3033196        | AC w/ Battery b/u (Red )                |                 | \$ .00 |
| 30           | 3033197        | AC w/ Battery B/U & Emerg Lights (Red ) |                 | \$ .00 |
| 40           | 3033198        | AC w/Battery B/U & Adj Emer Lights(Red) |                 | \$ .00 |
| 50           | 3033199        | AC Retrofit Kits - Screw-in (Red)       |                 | \$ .00 |
| 60           | 3033200        | AC Retrofit Kits - Hardwired (Red)      |                 | \$ .00 |

00030 AU \$0.00 \$0.00

**Description :** Govt CFL - Sylvania

**Required Date :**

**Purch. Req. Number.:** 10323993

**Purch. Req. Item :** 00070

**The item covers the following services :**

| Service Item | Service Number | Service Description                   | Unit of Measure | Rate   |
|--------------|----------------|---------------------------------------|-----------------|--------|
| 10           | 3011486        | UNSPECIFIED SERVICE                   |                 | \$ .00 |
| 20           | 3033201        | Spiral w/ Med Base - 10 watt Sylvania |                 | \$ .00 |

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy



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 ISSUED BY  
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*an Allegheny Energy company*

AGENT-FOR-BUYER  
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| Item | Material | Target Qty | Order Qty. | Unit                                    | Unit Price | Net Value |
|------|----------|------------|------------|---|------------|-----------|
| 30   | 3033202  |            |            |   |            | \$ .00    |
|      |          |            |            | Spiral w/ Med Base - 13 watt Sylvania   |            |           |
| 40   | 3033203  |            |            |   |            | \$ .00    |
|      |          |            |            | Spiral w/ Med Base - 19 watt Sylvania   |            |           |
| 50   | 3033204  |            |            |   |            | \$ .00    |
|      |          |            |            | Spiral w/ Med Base - 23 watt Sylvania   |            |           |
| 60   | 3033205  |            |            |   |            | \$ .00    |
|      |          |            |            | Spiral w/ Med Base - 30 watt Sylvania   |            |           |
| 70   | 3033206  |            |            |   |            | \$ .00    |
|      |          |            |            | A Line w/ Med Base - 9 watt Sylvania    |            |           |
| 80   | 3033207  |            |            |   |            | \$ .00    |
|      |          |            |            | A Line w/ Med Base - 14 watt Sylvania   |            |           |
| 90   | 3033208  |            |            |   |            | \$ .00    |
|      |          |            |            | Globe w/ Med Base - 9 watt Sylvania     |            |           |
| 100  | 3033209  |            |            |   |            | \$ .00    |
|      |          |            |            | Globe w/ Med Base - 14 watt Sylvania    |            |           |
| 110  | 3033210  |            |            |   |            | \$ .00    |
|      |          |            |            | Tube d w/ Med Base - 14 watt Sylvania   |            |           |
| 120  | 3033211  |            |            |   |            | \$ .00    |
|      |          |            |            | Candelabra w/Small Base- 9watt Sylvania |            |           |
| 130  | 3033212  |            |            |   |            | \$ .00    |
|      |          |            |            | Candelabra w/Med Base-9watt Sylvania    |            |           |
| 140  | 3033213  |            |            |   |            | \$ .00    |
|      |          |            |            | BR40 ReflecT w/Med Base-23watt Sylvania |            |           |
| 150  | 3033214  |            |            |   |            | \$ .00    |
|      |          |            |            | BR30 Reflect w/Med Base-16watt Sylvania |            |           |
| 160  | 3033215  |            |            |   |            | \$ .00    |
|      |          |            |            | PAR 20 Reflec w/Med Base-9watt Sylvania |            |           |
| 170  | 3033216  |            |            |   |            | \$ .00    |
|      |          |            |            | PAR 20 Reflecw/Med Base-14watt Sylvania |            |           |
| 180  | 3033217  |            |            |   |            | \$ .00    |
|      |          |            |            | PAR38 Reflec w/Med Base-23watt Sylvania |            |           |

00040 AU \$0.00 \$0.00

Description : Govt LED Exit Sign - EELP

Required Date :

Purch. Req. Number : 10323993

Purch. Req. Item : 00080

The item covers the following services :

| Service Item | Service Number | Service Description | Unit of Measure | Rate   |
|--------------|----------------|---------------------|-----------------|--------|
| 10           | 3011486        | UNSPECIFIED SERVICE |                 | \$ .00 |

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

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 4600003037

| Item | Material | Target Qty | Order Qty.                              | Unit | Unit Price | Net Value |
|------|----------|------------|---|------|------------|-----------|
| 20   | 3033218  |            | AC w/ Battery b/u (Red )                |      |            | \$ .00    |
| 30   | 3033219  |            | AC w/ Battery B/U & Emerg Lights (Red ) |      |            | \$ .00    |
| 40   | 3033220  |            | AC w/Batt B/U&Adj Rem Emer Lights(Red)  |      |            | \$ .00    |
| 50   | 3033221  |            | AC Retrofit Kits - Screw-in (Red)       |      |            | \$ .00    |
| 60   | 3033222  |            | AC Retrofit Kits - Hardwired (Red)      |      |            | \$ .00    |

End of Contract

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

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APR 23 2010

ALLEGHENY ENERGY SERVICE CORPORATION

NONDISCLOSURE AGREEMENT

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**THIS AGREEMENT** is made this 5th day of April, 2010, by and between **Allegheny Energy Service Corporation**, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and **Schaedler Yesco Distribution, Inc.**, a Pennsylvania corporation.

**WHEREAS, Schaedler Yesco Distribution, Inc** has in its possession certain technical information, know-how and data of a confidential and proprietary nature (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

**WHEREAS, COMPANY** has in its possession certain confidential information, know-how and data of a confidential and proprietary nature, (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

**WHEREAS, both Schaedler Yesco Distribution, Inc and COMPANY** are prepared to disclose certain of this CONFIDENTIAL INFORMATION to the other party under the following conditions.

**NOW, THEREFORE,** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, the parties intending to be bound hereby agree as follows:

1. "Confidential Information" includes any and all information disclosed by one party to the other pursuant to this Agreement in a writing marked "Confidential" or "Proprietary" or by any electronic or digitally based information including, without limitation, customer information, electronic (.wav) files of customer calls, or if communicated either verbally or visually, identified as "Confidential" or "Proprietary" at the time of communication. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; or (ii) was generally available to the receiving party on a non confidential basis from a source other than the disclosing party or its representatives, provided that such source was not bound by a confidentiality agreement with the disclosing party; or (iii) the information was already known to the receiving party as evidenced by its written records and the disclosing party is promptly notified after receipt of the information; or (iv) the information is independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party; or (v) is disclosed by the recipient party with the disclosing party's prior written approval; or (vi) pursuant to legal requirements as provided in paragraph 3.

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential

Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and shall have entered into a written confidentiality agreement with the party making such re-disclosure. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose Confidential Information to any third party, except as provided herein and as may be required by law, subpoena or other legal process. If either party shall be required to disclose any Confidential Information, it is agreed that, to the extent legally permitted, such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will cooperate with any efforts by the other party to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

4. Each party agrees that it will not use in advertising, publicity or otherwise any trade name or trademark or any product, contraction, abbreviation or simulation thereof, that is owned, to such party's knowledge by the other party or any subsidiary or affiliate of such other party without the owner's prior written consent:

5. By written demand, each party may require the other to cease using the Confidential Information, and at the party's option, either return the Confidential Information and all copies, notes or extracts thereof, to the party within seven (7) days of the demand or certify its destruction to the party.

6. No provisions of this Agreement shall be amended except by written consent of both parties, which consent shall specifically refer to this Agreement and explicitly make such amendment. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. Each party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

7. This Agreement constitutes the entire agreement and understanding between the parties as to Confidential Information concerning its subject matter. No representations have been made by either of the parties except as are specifically set forth herein. No rights or obligations other than those expressly recited herein are to be inferred from this Agreement.

8. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as the case may be. This Agreement shall survive and shall not be affected by any termination of any commercial relationship between the parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

11. This Agreement shall be governed by the laws of the state where the service is performed with respect to conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

12. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to grant either party any right, interest or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by the other party, whether or not it is part of the Confidential Information.

13. All notices, requests, consents, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be (a) personally delivered (including by local or overnight courier), (b) sent by postage prepaid registered first-class mail or (c) transmitted by facsimile or other electronic means, and shall be deemed to have been duly given when received if received prior to 5:00 p.m. on a business day or on the next business day (if delivered after 5:00 p.m. or on a non-business day). Notice to either party shall be sent to its address as set forth above, or to such other address as a party hereto shall have given notice pursuant to this Section.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date written above.

**Allegheny Energy Service Corporation**

**Schaedler Yesco Distribution, Inc**

By: Roy Heasley

By: James N. LaRocca

Name: Roger J. Heasley

Name: JAMES N. LARocca

Title: Director Customer Management

Title: Director of Finance

**RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



# CERTIFICATE OF LIABILITY INSURANCE

OP ID SO  
SCHAB-3

DATE (MM/DD/YYYY)

04/05/10

|   |  |               |
|---|--|---------------|
| <b>PRODUCER</b><br><br>E. K. McConkey & Co., Inc.<br>2555 Kingston Rd., Suite 100<br>York PA 17402<br>Phone: 717-755-9266 Fax: 717-755-9237 | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |               |
|   | <b>INSURERS AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
| <b>INSURED</b><br><br>Schaedler Yesco Dist Inc<br>Jim LaRocca<br>PO Box 4990<br>Harrisburg PA 17111   | INSURER A: Penn Nat'l Security Ins. Co.  | 32441         |
|   | INSURER B: Penn Nat'l Mutual Casualty Ins  | 14990         |
|   | INSURER C:   |               |
|   | INSURER D:   |               |
|   | INSURER E:   |               |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|------|-----------|-------|--|---------------|------------------------------------|-------------------------------------|--|
| A    | X         | X     | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> | CX90103004    | 01/01/10                           | 01/01/11                            | EACH OCCURRENCE \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 2000000<br>PRODUCTS - COMP/OP AGG \$ 2000000 |
| B    |           | X     | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS   | AU90103004    | 01/01/10                           | 01/01/11                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|      |           |       | GARAGE LIABILITY<br>ANY AUTO   |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| B    |           | X     | EXCESS / UMBRELLA LIABILITY<br>OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/><br><br>DEDUCTIBLE<br>RETENTION \$ 0  | UL90103004    | 01/01/10                           | 01/01/11                            | EACH OCCURRENCE \$ 5000000<br>AGGREGATE \$ 5000000<br>\$<br>\$<br>\$   |
| A    |           |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under SPECIAL PROVISIONS below   | WP90103004    | 01/01/10                           | 01/01/11                            | WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 100000<br>E.L. DISEASE - EA EMPLOYEE \$ 100000<br>E.L. DISEASE - POLICY LIMIT \$ 500000                      |
|      |           |       | OTHER  |               |                                    |                                     |  |

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Allegheny Energy Service and West Penn Power Co. are named as Additional Insured's with respects to General Liability.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>ALLEGHE<br><br>Allegheny Energy Service & West Penn Power Co.<br>800 Cabin Hill Drive<br>Greensburg PA 15601 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>Stacy L. Alphin</i> |
|---|---|

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SCHAEDLER YESCO DISTRIBUTION, INC.  
DRUG-FREE WORKPLACE POLICY**

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**1.0 POLICY PURPOSE.**

**1.1** Schaedler Yesco Distribution, Inc. (hereinafter referred to as the "Company") values its employees, its reputation and is concerned with accident prevention and loss control. It recognizes that employee substance abuse negatively impacts employee health and jeopardizes the Company's resources. Additionally, substance abuse undermines the Company's ability to operate effectively and efficiently. As part of its commitment to protect the safety, health and well-being of its employees, to protect the Company's assets, to satisfy insurer risk management recommendations, and to deter the illegal use of drugs and alcohol misuse, the Company has established a Drug-Free Workplace Policy (referred to as "the Policy").

**2.0 SCOPE AND APPLICABILITY.**

**2.1 Employees.** Compliance with this Policy is a continuous condition of employment and it shall apply to all full-time, part-time and temporary employees of the Company (hereinafter all are referred to as "Employees"). Temporary Employees are required to comply with Sections 2, 3 and 4 of this Policy. If a temporary Employee violates this Policy, he/she shall be advised that his/her assignment has ended with the Company.

**2.2 Contract Disclaimer.** This Policy does not create an express or implied employment contract or alter any existing agreements or collective bargaining agreements, if any. This Policy does not affect or alter an Employee's status as an "employee-at-will."

**2.3 When Applicable.** The Company's Policy is intended to apply whenever an Employee is on-duty and, in some instances, while off-duty. For purposes of this Policy, the term "on-duty" shall include the following Employee conduct:

- (a). while on-call/paid standby;
- (b). while on work premises (whether on or off-duty);
- (c). during all working hours (regardless of location);
- (d). during lunch and other breaks (whether paid or unpaid);
- (e). while operating a motor vehicle for business purposes; or
- (f). while conducting business on behalf of or representing the Company.

**2.4 Policy Modification.** This Policy supersedes any other Company policy or practice on the subject of Employee drug and alcohol use, abuse, and testing. At any time, the Company, with or without notice, may amend, supplement, modify or change any part of this Policy. This Policy shall automatically incorporate any changes to satisfy federal or state laws without notice to Employees. Any failure to implement the Policy or any part thereof, any variation, addition, or omission to the procedures set forth in the Policy shall not confer any contractual or other rights or claims in favor of the Employee not otherwise conferred by law.

**2.5 Designated Employer Representative.** The Director of Finance and Human Resources shall be the Designated Employer Representative (DER). Questions regarding this Policy, should be directed to the DER who is coordinating the drug-free workplace program for the Company. The Human Resources Assistant shall be the secondary point of contact, in the event that the primary DER is unavailable. This Policy shall be effective December 1, 2007.

### **3.0 EMPLOYEE RESPONSIBILITIES AND DUTIES.**

**3.1 Employee Duties.** This Policy imposes the following Employee duties for when failure to comply is a Policy violation separate from Section 4:

- (a). Report to work at all times in a fit-for-duty capacity which includes free of alcohol or other drugs which pose a direct threat to workplace safety.
- (b). Review and understand the Policy, the negative effects of drugs and alcohol misuse, the Company's Policy on testing, and voluntarily seek help with drug and alcohol problems prior to problems arising at work.
- (c). An Employee who is convicted of a drug law violation occurring in the workplace must notify the Company's DER no later than five (5) calendar days after the conviction or the plea of nolo contendere.
- (d). Whenever an Employee is legally prescribed drugs or directed to take over-the-counter medication, the Employee shall ask his/her prescribing physician whether the medication, if taken as directed, is likely to pose a direct threat to workplace safety and if so, obtain a note from the prescribing physician indicating the same and provide it to the Company.
- (e). An Employee shall notify his/her supervisor of prescription or over-the-counter medication use that may pose a direct threat to workplace safety or significantly impair the Employee's fitness-for-duty prior to beginning work. When required to notify, an Employee is not required or asked to report his/her medical condition or the drugs used; the Employee should merely report that he/she is using medication that may pose a direct threat to workplace safety. The Employee shall provide a copy of the physician's job instructions to the Company prior to performing job duties.
- (f). If an Employee is legally using a prescription or over-the-counter drug that poses a direct threat to workplace safety, then the Company shall determine whether the Employee may continue to work during the course of treatment. The Company may seek a second opinion from a medical professional of its choice and may require the Employee to undergo an examination by the Company's chosen medical professional. The Company may rely on the second opinion rather than that of the Employee's prescribing physician.
- (g). Participate in and support Company-sponsored drug and alcohol education programs if instituted.

- (h). Cooperate in any investigation and support the Company's efforts to eliminate alcohol and other drug abuse among Employees where it exists.
- (i). All Employee medications must be kept in their original containers while on-duty.

#### **4.0 DRUG AND ALCOHOL PROHIBITED CONDUCT.**

**4.1 Illegal Drugs.** It is a violation of Company Policy for an Employee to sell, manufacture, distribute, dispense, use, possess, purchase, obtain, transfer, convey, be under the influence or test positive for controlled substances in contravention of federal or state law (or to attempt any of the foregoing acts).

**4.2 Prescription Drugs.** Prescription medication usage on-duty is not prohibited when taken in standard dosage and/or under a physician's written prescription, provided, however, that the prescribed drug would not pose a threat to workplace safety or render the Employee unfit-for-duty. Abuse of prescription drugs is strictly prohibited including, but not limited to, exceeding the prescribed dosage, using a prescription medication for a purpose not intended or using a prescribed medicine which was prescribed to another individual.

**4.3 Over-the-Counter Drugs.** Over-the-counter medication usage is not prohibited when taken in the standard dosage, provided, however, if taken as directed, it does not render an Employee unfit to perform job duties or otherwise negatively impact workplace safety. The Company prohibits Employees while on-duty from being under the influence of mood-altering over-the-counter drugs used contrary to the product's labeling (i.e. misuse of over-the-counter drugs).

**4.4 Alcohol.** The Company prohibits Employees from illegally using, possessing, selling, buying, distributing or illegally attempting to distribute, manufacture, or being involved in illegal alcohol-related conduct, including, but not limited to, driving under the influence and underage drinking violations, while on-duty. For purpose of this Policy, the term alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols and includes any medication or food containing alcohol. Furthermore, the Company prohibits its Employees from the alcohol-related conduct while on-duty listed below.

- (a). Possessing opened containers of alcohol;
- (b). Using, consuming, distributing, manufacturing, dispensing, or being under the influence of alcohol;
- (c). Operating a motor vehicle for business purposes;
- (d). Using or consuming alcohol four (4) hours before reporting for duty; or
- (e). Consuming alcohol within eight (8) hours following an accident or before a post-accident alcohol test is performed (whichever comes first) if the accident would require a post-accident test as specified in this Policy.

This Policy does not prohibit the consumption of alcohol at Company-sponsored events such as holiday parties, golf outings or entertaining clients off of Company property during or after normal working hours provided, however, that no Employee shall become impaired, operate a Company-owned motor vehicle (including non-working hours), or engage in unprofessional conduct, horseplay, or fights, as solely determined by the Company.

**4.5 Drug Paraphernalia.** Employees are prohibited from bringing paraphernalia related to the illegal use of drugs onto Company property at any time.

## **5.0 EMPLOYEE DRUG AND ALCOHOL TESTING**

**5.1 Testing a Condition of Employment.** The Company may require its Employees to be tested for illegal use of drugs in the circumstances listed below. In order to carry out such testing, an Employee may be asked to submit a saliva, urine, blood or breath sample for testing. Employee acceptance of testing when requested is a mandatory condition of employment.

- (a). **Pre-Employment.** The Company shall require a pre-employment (post offer) drug test to be administered to any applicant who has received a conditional offer of employment. Any applicant who is given a conditional offer of employment must receive a verified negative drug test result prior to performing job duties. Additionally, any applicant who tests positive, refuses to submit to a pre-employment drug test, or attempts to tamper with a test or the testing procedures shall be treated as withdrawing his/her application and this Company shall revoke its offer of employment.
- (b). **Reasonable Suspicion.** The Company shall require an Employee to submit to reasonable suspicion drug and/or alcohol testing when, in the sole judgment of management and based on information known at the time the decision to test is made, the Employee is unfit for duty or there is a reasonable suspicion to believe that an Employee is using drugs or alcohol in violation of the Company's Policy or exhibits the physical signs and symptoms of substance abuse. The evidence will be drawn from specific, objective facts and reasonable inferences. Such facts and inferences may be based on, but are not limited to, any of the following:
  - (i). Observable behavior, such as direct observation of drug or alcohol abuse, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol such as, but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, dynamic mood swings, etc. Observation may include indications of the chronic and withdrawal effects of the illegal use of drugs;
  - (ii). A pattern of abnormal conduct, violent or erratic behavior or deteriorating work performance which appears to be related to substance abuse or misuse;
  - (iii). The identification of an Employee as the focus of a criminal investigation

into unauthorized drug possession, use or trafficking;

- (iv). *The admission by the Employee that he/she is involved in the illegal use of drugs or misuse of alcohol;*
  - (v). *Repeated violations of the Company's safety or work rules that pose a substantial risk of physical injury or property damage and that appear to be related to substance abuse or misuse that may violate the Company's Policy;*
  - (vi). *A report of drug or alcohol use provided by reliable and credible sources and which has been independently corroborated; or*
  - (vii). *Evidence that an individual has tampered with a drug or alcohol test.*
- (c). **Post-Accident.** The Company may require an Employee involved in a job-related accident or incident to submit to drug and/or alcohol testing following the accident. The Company may also test any individual whose performance created a "near miss or unsafe condition" or was a contributing factor to a job-related accident. This determination shall be based on the best information available at the time of the accident.

The post-accident test will be administered as soon as possible. In no way is this post-accident test requirement intended to delay the necessary medical treatment for an injured person(s) following an accident or to prohibit an Employee from leaving the scene of an accident to obtain medical assistance for others or for personal medical assistance.

For purposes of this Policy, a job-related accident is defined as an unplanned, unexpected or unintended event that occurs during the conduct of the Company's business, on the Company's property or involves the Company-supplied motor vehicles or motor vehicles used in conducting the Company's business and results in any of the following:

- (i). a serious violation of a safety rule or standard;
  - (ii). a fatality of anyone involved in the accident;
  - (iii). a serious bodily injury requiring medical treatment or if the injury sustained is a reportable injury to OSHA or workers' compensation purposes; or
  - (iv). other serious property, vehicular or equipment damage occurs.
- (d). **Random.** The Company shall conduct unannounced random drug testing of Employees at an annual percentage rate set by the Company. The selection of random Employees shall be made by a scientifically valid method, such as random number table or a computer-based random number generator that is matched with the Employee's Social Security number, payroll identification

number, or other comparable identifying number. Under the selection process used, each Employee may have an equal chance of being tested each time selections are made. Each Employee who is notified of selection for random testing shall proceed to the test site immediately.

- (e). **Return to Duty.** The Company shall require an Employee who has violated this Policy and desires to return to work or who has been on leave of absence for more than six (6) months, to test negative on a return-to-duty drug test before returning to work. Additionally, the Company may require a return-to-duty alcohol test if the prohibited conduct involved alcohol or a treatment provider recommends an alcohol test. Inclusion of this paragraph, in no way obligates the Company to make an offer to return-to-work to an Employee.
- (f). **Follow-up.** Following a determination that an Employee is in need of assistance in resolving problems associated with alcohol misuse and/or the illegal use of drugs, the Employee may be subject to unannounced follow-up drug and/or alcohol testing as directed by a treatment professional. The number and frequency of such follow-up testing shall be as directed by the treatment professional. The Employee may be required to undergo follow-up testing for both alcohol and drugs, if the treatment professional determines that follow-up testing for both are necessary for that particular Employee. Follow-up testing shall not exceed sixty (60) months from the date of the Employee's return-to-duty. Inclusion of this paragraph in no way obligates the Company to reinstate the Employee or conduct follow-up testing.

**5.2 Refusal to Test and Test Tampering.** Any Employee who refuses to submit to testing, tampers, manipulates or attempts to tamper with the testing will be treated as having a verified positive test result and violating this Policy. A refusal to take a test shall include the following:

- (a). Fails to appear for any test within a reasonable time, to be determined by the Company, after being directed to do so by the Company;
- (b). Fails to remain at the collection site until the testing process is complete;
- (c). Fails to provide urine specimen when required for a drug test or a saliva or breath specimen for an alcohol test;
- (d). In the case of directly observed or monitored collection in a drug test, fails to permit directly observed or monitored collection;
- (e). Fails to provide a sufficient amount of urine, saliva or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (f). Declines to take a second test as directed;

- (g). Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the Company as part of the shy bladder procedures or insufficient breath situation;
- (h). Fails to cooperate with any part of the testing process; or
- (i). Fails to immediately report a job-related accident.

**5.3 Testing Procedures for Drugs.** Testing for illegal use of drugs normally will be conducted through urine specimens collected at a collection site. The collection site will take the necessary steps to assure that the specimen is not adulterated or tampered with and that a strict chain-of-custody is maintained. Normally, the specimen will then be transported to a U.S. Department of Health and Human Services certified laboratory for screening and confirmation testing for the following drugs and their metabolites; marijuana, amphetamines, phencyclidine, opiates, cocaine, barbiturates, methadone, methaqualone, benzodiazepines, and propoxyphene.

**5.4 Testing Procedures for Alcohol.** The initial testing for alcohol normally will be conducted through either saliva or breath specimen. If the Breath Alcohol Content (BAC) is less than 0.02, the test is considered negative. If the screening test results show an alcohol concentration level of 0.02 or greater, a confirmation test will be conducted. The confirmation test shall be performed by using breath specimen conducted on an Evidentiary Breath Testing (EBT) device approved for use in the United States Department of Transportation's Drug and Alcohol Misuse Prevention Program. If the confirmation test reads positive, 0.02 or greater, the test results shall be considered positive and the Employee will be subject to disciplinary action as specified in this Policy.

**5.5 Screen and Confirmation Testing.** All urine samples will undergo an initial test. If the specimen tests above the screening cut-off levels set by the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, then the screen test shall be considered positive. The sample shall then undergo a confirmation test. Test results indicating the illegal use of drugs at levels below the confirmation cut-off limits shall be considered negative and those above the confirmation cut-off levels shall be considered positive.

**5.6 Review of Test Results by Medical Review Officer.** All positive drug test results will be reviewed and interpreted by a Medical Review Officer (MRO) before the test results are reported to the Company. The MRO review of a positive test result may include conducting a medical review of the tested Employee's medical history, or review of any other relevant biomedical factors. If the MRO determines that a legitimate medical explanation exists for the test results, then the MRO will report to the Company that the test result is negative.

If after making all reasonable efforts and documenting them, the MRO is unable to reach a tested Employee directly, the MRO shall contact the DER, who will direct the tested Employee to contact MRO as soon as possible. In such circumstances, the Company will, to the maximum extent possible, ensure that the requirement on a tested Employee to contact the MRO is held in confidence. If the tested Employee does not contact the MRO within three (3) days after being instructed to do so, the MRO will report the test as being positive.

**5.7 Validity Testing.** Additionally, validity testing of an Employee's urine specimen may also occur. Validity tests are the evaluation of the specimen to determine if it is consistent with normal human urine and include tests for creatinine concentration, specific gravity, pH, and substances that may be used to adulterate a specimen.

**5.8 Direct Observation/Monitoring.** The Company reserves the right to have its collection site agent conduct a direct observation or monitoring of the urine specimen collection if the collection site personnel indicates an attempt to tamper, the specimen's temperature is out of range, the specimen appears to have been tampered with, if the laboratory reports an invalid test and the MRO states no medical reason, the result is positive, adulterated or substituted, cancelled, and for return-to-duty or follow-up testing.

**5.9 Dilute Specimens.** If the MRO informs the Company that a drug test was positive dilute, the Company will treat the test as a verified positive test. The Company shall not direct the Employee to take another test based on the fact that it was dilute. For negative-dilute test results, the Company shall require an Employee to take another test immediately, but it shall not be collected under direct observation unless there is another basis for use of direct observation. If the Company directs another test, then the result of the second test, not the original test, becomes the controlling test result.

**5.10 Re-collections.** When the Company directs the Employee to take another test, the Employee shall be given the minimum possible advance notice that he or she must go to the collection site. The result of the second test, not the original test, is the test of record. Any Employee required to take another test, which is also negative and dilute, will not be permitted to take a third test. Provided, however, that if the MRO directs the Company to conduct a re-collection under direct observation, the Company must immediately do so. If the Company directs the Employee to take a second test and the Employee refuses, the test will be treated as a positive result.

**5.11 Verification Testing.** For urine drug testing, one portion of the specimen will be preserved for a very limited period of time after the Employee is told the test results. If the portion is originally analyzed (the primary sample) is positive, the Employee shall have the right to specify a laboratory certified by the U.S. Department of Health and Human Services to which the preserved portion will be sent for independent analysis. The verification test cost is the responsibility of the Employee if the test result is positive and the Company if the test result is negative. The verification test results shall be controlling.

## **6.0 DISCIPLINE FOR POLICY VIOLATIONS.**

**6.1 Employee Discipline.** Any Employee who is reasonably believed to have violated this Policy shall be subject to adverse employment action. For a first violation, the Company shall issue said Employee with a written warning for their personnel file, and require said Employee to undergo an evaluation by a treatment professional, comply with an appropriate treatment program recommended by the treatment professional, execute a confidentiality release so treatment success may be monitored and sign a "last chance" agreement.

In the event that an Employee violates the Policy a second time, the Company shall immediately terminate said Employee. The Company encourages its Employees who are chemically dependent to voluntarily obtain assistance/treatment for substance abuse problems before they cause problems in the workplace. An Employee's decision to voluntarily seek assistance for such problems will not be used as the basis for disciplinary action. Employees may not avoid imposition of discipline by first requesting such treatment or a leave of absence after being selected for testing or violating the Company's Policy.

**6.2 Referral to Law Enforcement.** In addition to imposing discipline, the Company may refer information about serious criminal activities and transfer any suspected illegal drugs or illegal drug paraphernalia to appropriate law enforcement.

**6.3 Other Discipline Not Precluded.** Nothing in this Policy prohibits an Employee from being disciplined or discharged for other violations and/or performance problems.

**6.4 Automatic Suspension.** In the event that an Employee is ordered to submit to a post-accident or reasonable suspicion test the Employee shall be suspended or placed on administrative leave without pay until the MRO verified test result is received. If the verified result is positive, then the Employee is subject to discipline as described in herein. If the Employee's post-accident or reasonable suspicion drug test result is negative, cancelled, invalid, or rejected for testing because of a fatal flaw, then the Company shall award back pay for the lost hours during the Employee's suspension.

## **7.0 COMMUNITY RESOURCES.**

**7.1 Community Resource List.** The Company has posted a list of community resources in order for Employees to get assistance, but does not make any representations as to the quality of their services or their eligibility for health care reimbursement. It encourages its Employees who are chemically dependent to seek treatment voluntarily.

## **8.0 SEARCHES.**

**8.1 Company Property Searches.** The Company may provide lockers, storage areas, equipment, briefcases, computers, vehicles, desks or workstations for use by employees in order to perform the duties of their positions. All such items and the data or materials generated using Company property remains Company property. The Company reserves the right to search any Company property, at any time, with or without notice or cause. No Employee shall maintain any expectation of privacy in Company-owned property. The Company also reserves the right to use other investigative methods when reasonable suspicion exists to indicate drug-free workplace Policy violations. Refusal to cooperate in the conducting of a search shall be considered a Policy violation.

## **9.0 CONFIDENTIALITY.**

**9.1 Test Results.** The Company shall take reasonable efforts to insure that all aspects of the testing process are as private and confidential as reasonably practical. Actual test results will be

provided to: a) the MRO and his staff; b) supervisor(s) who have a need to know such information; c) the Employee tested upon request; d) any person(s) permitted or required by law or regulation to receive such information; e) any individual(s) with an Employee's written authorization; f) to law enforcement; g) the decision maker(s) in a legal action initiated by or on behalf of the Employee or placed at issue by the Employee in any legal, administrative or other proceeding; or h) to any governmental agency(ies) as required by federal or state law. Nonspecific statistical information may be provided upon request to a corporation, which requires its vendors or subcontractors to maintain drug and alcohol testing programs in accordance with a contract, or to a governmental agency in accordance with law.

**9.2 Separate Files.** Testing results will be maintained in a locking file cabinet or a secured file room separate and apart from Employee personnel files.

SCHAEDLER YESCO DISTRIBUTION, INC.  
DRUG-FREE WORKPLACE POLICY  
EMPLOYEE ACKNOWLEDGMENT FORM

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**1. Acknowledgment of Receipt and Understanding.** I acknowledge that I have received, read and understand the Company's Drug-Free Workplace Policy. I understand that it is a part of its commitment to protect the safety, health and well-being of its employees. It is also designed to deter employees' illegal use of drugs and alcohol misuse.

**2. Not a Contract Agreement.** I understand that compliance with this Drug-Free Workplace Policy is a condition of employment and this Policy does not create an employment contract, give me any employment rights, nor modify any existing contracts.

**3. Copying of Original.** I further agree that a reproduced copy of this employee acknowledgment form, shall have the same force and effect as the signed original. My refusal or failure to sign this form shall not exempt me from the requirements of the Policy.

**4. Release of Information.** I understand that information relating to the drug-free workplace program, including testing results, may be released without my consent as indicated in the Policy. Specifically, I understand that these results may be disclosed to the decision-maker(s) in an administrative, civil, criminal, legal or administrative hearing and nonspecific statistical information may be released to a governmental agency.

**5. Testing.** I understand that I am subject to testing. I agree and hereby authorize the testing agency and its representatives to release to the Company my test results. I agree to sign any documents that may be necessary to permit the release of or disclosure to the Company any medical examination or drug or alcohol tests. This authorization will remain in effect for the duration of my employment with the Company. I have the right to revoke this authorization at any time by providing written notice of my intent to revoke. I understand that if I refuse to submit to testing or any attempt to tamper with the test, disciplinary action will result as set forth in this Drug-Free Workplace Policy, which I have received, read and understand.

**6. Condition of Employment.** I also acknowledge that the provisions of the Policy are part of the terms and conditions of my employment and that I agree to abide by them.

Employee's Name (please print) \_\_\_\_\_

Employee's Address \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Employee's Identification No. \_\_\_\_\_

Date Signed by Employee \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**SUBCONTRACTING PLAN QUESTIONNAIRE**

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL, ALONG WITH YOUR COMPANY'S SUBCONTRACTING PLAN, OR COMPLETED AND SIGNED AESC SUBCONTRACTING PLAN FORM 37-216, IF REQUIRED PER QUESTION #3.**

SMALL BUSINESS SUBCONTRACTING PROGRAM - BIDDING THIS CONTRACT MAY REQUIRE SUBMITTAL OF A SUBCONTRACTING PLAN IN COMPLIANCE WITH PUBLIC LAW 95-507.

1. ARE YOU A LARGE BUSINESS CONCERN - DEFINED AS A BUSINESS EXCEEDING THE SMALL BUSINESS SIZE CODE STANDARDS ESTABLISHED BY THE SMALL BUSINESS ADMINISTRATION AS SET FORTH IN CFR, TITLE 13, PART 121?

NO ( ) YES (X) IF YES, CONTINUE TO QUESTION 2.

2. CAN THIS CONTRACT EQUAL OR EXCEED \$550,000?

NO ( ) YES (X) IF YES, CONTINUE TO QUESTION 3.

3. WILL BIDDER SUBCONTRACT ANY PORTION OF THIS WORK?

NO (X) YES ( ) IF YES, BIDDER IS REQUIRED TO FILE A SUBCONTRACTING PLAN WITH ALLEGHENY ENERGY.

Name John Polites Signature JL Polites

Company SCHAEDLER YESCO Date 3/10/10

## Appendix # 8

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### **SAFETY AND HEALTH COMMITMENT** **(In addition to the General Terms/Conditions)**

Allegheny Power believes that the commitment and involvement of all employees to safety is essential. This includes the employees of Contractors working on Allegheny's sites or on non-company owned sites. To insure this commitment, Contractor shall require that its employees perform all work safely and in full compliance with all applicable safety and health laws, applicable federal and state laws, local ordinances, OSHA requirements and all safety rules, regulations and instructions set forth by Allegheny as part of the job assignment.

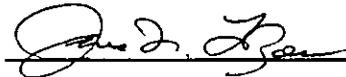
Contractor shall designate one individual to be responsible for Contractor's compliance with safety requirements outlined in this contract. Contractor shall promptly notify appropriate Allegheny Power personnel of any safety violations and incidents, which may have an adverse impact upon health and safety of Contractor's personnel or Allegheny's employees. All incidents, which may require first aid or medical treatment, must be reported to Allegheny promptly and in no case later than 24 hours. All recordable OSHA 300A log incidents must be reported promptly to Allegheny.

Working safely is a condition of employment. Allegheny's representatives will notify Contractor of apparent violation or non-compliance with safety provisions. Contractor shall immediately make reasonable efforts to correct any violation. If Contractor does not do so within 48 hours, Allegheny may cause work to be stopped until such time as Contractor has taken corrective action to Allegheny's satisfaction. Work stoppage by Allegheny shall not be subject to claims by Contractor for damages.

Contractor-provided tools and equipment, including personal protective equipment, must meet OSHA requirements and be properly maintained for safe accomplishment of the work assignment. All tools and equipment, which may be used to perform work for Allegheny, shall be under the exclusive direction and control of the Contractor. All tools and equipment shall be in safe and operable condition. Allegheny has the right to refuse or restrict the use of tools or equipment if, in Allegheny's opinion, safety may be compromised or jeopardized.

**Submitted by:**

**Signature:**



**Company:**

SCHWABER YESCO DISTRIBUTION INC.

**Date:**

04-05-10



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

MAY 22, 2009

IN REPLY PLEASE  
REFER TO OUR FILE

Docket No. A-2009-2103257

DIANE SHELLENHAMER  
SCHAEGLER YESCO DISTRIBUTION INC  
3982 PAXTON ST  
HARRISBURG PA 17111

Re: Application to Register as a Conservation Service Provider

Dear Ms. Shellenhamer:

On April 24, 2009, Schaepler Yesco Distribution Inc. (SYD) filed an application to register as a Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. A registered CSP can advise an electric distribution company (EDC) and/or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan.

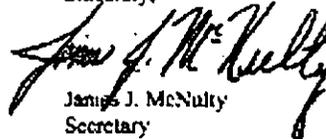
Upon review, it appears that SYD meets the Pennsylvania Public Utility Commission's minimum qualifications to provide consultation, design, administration, management or advisory services to an EDC regarding energy efficiency and conservation plans required under Act 129 of 2008, P.L. 1592.

Therefore, effective from the date of this Secretarial Letter, SYD is registered as a CSP on the Pennsylvania Public Utility Commission's Registry of Conservation Service Providers. This registration is valid for two years from the effective date. A CSP must re-register every two years to remain on the registry.

This approval is not meant to constitute a license, certification or warranty of any kind by the Pennsylvania Public Utility Commission.

Please direct any questions to James Shurskia, Fixed Utility Financial Analyst, Energy Industry Group, Bureau of Fixed Utility Services at (717) 787-8763.

Sincerely,



James J. McNulty  
Secretary

cc: Elaine McDonald, FUS  
Kathleen Aunkst, Secretary's Bureau

Vendor Name: Schaedler Yesco Distribution, Inc. Date: 04/05/10

Contact Person: Diane Shellenhamer

St Address: 3982 Paxton Street

City, St, Zip: Harrisburg, PA 17111

**Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 460000XXXX**

Act 129 defines a CSP as “an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company.” 66 Pa.C.S. § 2806.1(m). As the Commission and EDCs must be able to identify the type of entity a CSP is and confirm that it is not owned, partnered or affiliated with an EDC, the Commission requires all CSP’s to provide the following information for contract approval, please provide the information below and E-mail or mail it to Eric Rundy ([erundy@alleghenyenergy.com](mailto:erundy@alleghenyenergy.com)) or 126 Mathews St, Suite 1000, Greensburg, PA 15601:

1. Legal name of the applicant \_\_\_\_ Schaedler Yesco Distribution, Inc. \_\_\_\_\_
2. Principal place of business \_\_3982 Paxton Street, Harrisburg, PA 17111 \_\_
3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs

\_\_\_\_ Schaedler Yesco Distribution, Inc. is a registered CSP. We are not an EDC and have no parent or subsidiary companies which are EDCs. \_\_\_\_\_

**RECEIVED**  
APR 23 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**West Penn Power Company  
d/b/a Allegheny Power**

**Request for Proposal**

**to**

**Supply, Package and Ship CFL's & LED Exit Signs for  
Commercial Customers classified as  
Government / School / Non-Profit  
for its CFL and LED Exit Sign Conservation Program**

**March 3, 2010**

**BIDDERS CONTRACT WORK INSTRUCTIONS**  
FORM D-346 REV. C

Overview

Unit to Business Practice A71-01

DATE  
March 3, 2010

|                                  |  |                               |                                     |
|----------------------------------|--|-------------------------------|-------------------------------------|
| JOB TITLE                        | Supply, Package and Ship CFLs and LED Exit Signs for Act 129 Govt Program  |                               |                                     |
| LOCATION                         | Allegheny Power's PA Territory   |                               |                                     |
| QUOTATION                        | <input type="checkbox"/> Firm Price <input checked="" type="checkbox"/> Unit Price <input type="checkbox"/> Cost Plus <input type="checkbox"/> Rock Clause <input type="checkbox"/> Other<br>Description:  |                               |                                     |
| ATTACHMENTS                      | <input checked="" type="checkbox"/> Details of Work <input type="checkbox"/> Specifications <input type="checkbox"/> Tax Statement (WPP only) <input checked="" type="checkbox"/> General Terms & Conditions<br><input type="checkbox"/> Drawing(s)    Drawing Nos. <input type="checkbox"/> Other:  |                               |                                     |
| EXTRA WORK                       | Submit following:<br><input type="checkbox"/> Cost of Materials (Such as Net Cost + %) <input type="checkbox"/> Unit Price Hourly Labor Rates (Both Straight & Overtime) <input type="checkbox"/> Cost Plus Hourly Labor Rates (Both Straight & Overtime)<br><i>NOTE TO BIDDER: For further details, see Cost Plus Extra Work Pricing List, Form 26-066 attached.</i><br><input type="checkbox"/> Equipment Rates: <input type="checkbox"/> Hourly <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly |                               |                                     |
| INSURANCE REQUIREMENTS           | <i>NOTE TO BIDDER: For complete details on insurance, see Letter of Inquiry and General Terms and Conditions. Contractor awarded bid will be required to furnish certificates of insurance as outlined and in amount(s) shown.</i>   |                               |                                     |
| ADDITIONAL INFORMATION           | Arrangements to visit job site or questions regarding specifications should be directed to:<br>NAME: Eric Rundy    TELEPHONE NO: 724-830-5431<br>LOCATION: Allegheny Power, Chapel Hill, 125 Mathews St, Greensburg PA 15601   |                               |                                     |
| FIELD INSPECTION                 | Site visit for & prebid discussion has been arranged for:<br>DATE: M/A    TIME:    U.    CONTACT NAME:<br>TELEPHONE NO:    LOCATION:   |                               |                                     |
| OTHER MISCELLANEOUS REQUIREMENTS | Dispute resolution clause - appropriate provisions stating that if a conflict exists between the RTP and the bidder's proposal, the RTP shall govern.  |                               |                                     |
| BID CLOSING DATA                 | DATE: March 10, 2010   | TIME: 400pm.                  | LOCATION: Greensburg, PA 15601-1689 |
| TENTATIVE SCHEDULE               | STARTING DATE: April 1, 2010   | COMPLETION DATE: May 31, 2010 |                                     |

Link to Retention & Destruction of Records Manual

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## **APPENDICES**

- 1. Non Disclosure Agreement**
- 2. General Terms and Conditions, Form 26-069**
- 3. (((NOT USED IN THIS RFP)))**
- 4. (((NOT USED IN THIS RFP )))**

- 5. Vendor Information, Form 37-215**
- 6. Subcontracting Plan, Form 37-216 & 37-217**
- 7. ((( NOT USED IN THIS RFP )))**
- 8. Safety & Health Commitment**
- 9. Substance Abuse Program**
- 10. Sourcing Website = Power Advocate Guidelines & Quick Start-Up**
- 11. Pricing Proposal**

## 1. Introduction

West Penn Power Company d/b/a Allegheny Power (hereinafter referred to as “Allegheny Power” or as “the Company”) is seeking Conservation Service Providers to provide the supply, packaging and shipping for CFL’s and LED Exit Signs to its Commercial Customers classified as Government / School / Non-Profit.

The program is designed to capture electrical energy efficiency opportunities for the commercial and industrial sectors during the present-May 31, 2013 implementation period. These programs are a result of Act 129 of 2008.

Allegheny Power, headquartered in the City of Greensburg, Pa, is a subsidiary of Allegheny Energy, Inc., an investor-owned electric utility with total annual revenues of over \$3 billion and more than 4,000 employees. Allegheny Power is an electric distribution company that provides electric delivery service in all or parts of 23 counties in western and central Pennsylvania. Allegheny Power provides electric distribution service in all or parts of Adams, Allegheny, Armstrong, Bedford, Butler, Cameron, Centre, Clarion, Clinton, Elk, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lycoming, McKean, Potter, Somerset, Washington and Westmoreland Counties, Pennsylvania. Allegheny Power provides electric distribution service in Pennsylvania to approximately 714,500 customers, comprised of approximately 620,000 residential customers, approximately 81,000 commercial customers, and approximately 13,500 industrial customers, of the 81,000 commercial customers 13,350 are Government/School/Non-Profit. Allegheny Power is subject to the regulatory jurisdiction of the Pennsylvania Public Utility Commission (hereinafter referred to as “Pennsylvania Commission”).

## 2. Purpose

The purpose of this Request for Proposal (“RFP”) is to identify and contract with an experienced Conservation Service Provider (“CSP”) capable of providing cost-effective, turnkey services. The programs are designed to reduce energy usage by enabling customers to implement energy efficient measures in accord with the Act 129 and in accord with Orders of the Pennsylvania Commission implementing Act 129.

As described herein, the Allegheny Power (AP or Company) is requesting the services of a contractor to:

- Supply, Package, and Ship Energy Star CFL’s as authorized by Allegheny Power and requested by its Gov’t/School/Non-Profit Customers according to the guidelines of this RFP.
- Supply, Package, and Ship LED Exit Signs as authorized by Allegheny Power and requested by its Gov’t/School/Non-Profit Customers according to the guidelines of this RFP.

### **3. General Instructions**

Bidders are required to follow all the instructions set forth in the RFP. In submitting a proposal, it is imperative that complete documentation be provided, that the forms and agreements provided by the Company be used, that all exhibits and attachments be clearly marked and identified, and that the proposal is organized in the manner prescribed.

#### **3.1 Bidders' Conference Call**

Due to the short time frame for response Allegheny Power has chose to not schedule a call unless multiple questions from bidders present the need. If a call is needed all Bidders are encouraged, although not required, to participate in a bidder's conference call. The conference call will provide interested firms with an opportunity to seek clarification on the requirements of the RFP. The schedule and instructions for the conference call will be E-mailed to all bidders.

#### **3.2 Intent to Bid**

Potential bidders are encouraged but not required to submit an E-mail notification of intent to submit a proposal in response to this RFP. This information helps Allegheny Power plan and administer the RFP. Bidder's notice of intent to bid should be submitted by March 5, 2010 to Allegheny Power's strategic sourcing web site (Power Advocate see Appendix 10).

#### **3.3 RFP Submittal Format and Due Date**

Bidders are required to submit an electronic version of their proposal to Allegheny Powers strategic sourcing website. The submittals must be uploaded by 4 PM EDT Friday March 10, 2010. Late submittals will be rejected.

Bidders are required to submit two documents: their proposal (as an Adobe Acrobat .pdf file) and a Microsoft Excel file with their pricing. See Appendix 10 for details.

Allegheny Power is not liable for any costs incurred by any person or firm responding to this RFP or participating in best and final interviews.

### 3.4 RFP Schedule

|  |                                 |
|--|---------------------------------|
| 1. RFP Release                             | March 3, 2010                   |
| 2. Bidder's Conference Call                | Tentative                       |
| 3. Intent to bid notice                    | March 5, 2010 by 5:00PM EST     |
| 4. Close of RFP question period            | March 8, 2010 at Noon EST       |
| <b>5. Electronic Proposals due</b>         | <b>4 PM EDT, March 10, 2010</b> |
| 6. Technical Evaluation by Allegheny Power | March 10 – 12, 2010             |
| 7. Interviews (Tentative)                  | March 15, 2010                  |
| 8. Contract negotiations                   | Week of March 15, 2010          |
| 9. Anticipated contract start date         | Week of April 01, 2010          |

#### **4. Confidential Information and Confidentiality Agreements**

The Company and its agents will treat as confidential all proposals submitted by bidders and communications between bidders and the Company. Bidders are submitting their proposals with the knowledge and understanding that, regardless of confidentiality of any information submitted by them, it is subject to disclosure to the Pennsylvania Commission and its Staff, or any other governmental authority or judicial body with jurisdiction relating to these RFP matters, and further may be subject to legal discovery.

The Company will ensure that all bidders have access to the same information from the Company and that no bidder will have selective or otherwise preferential access to market sensitive information from the Company through this RFP.

The CSP and Company will be required to execute the Non Disclosure Agreement prior to contract award. An electronic copy of the Non Disclosure Agreement can be found as attached Appendix 1.

Certain information related to all received bids may be provided to the Pennsylvania Commission and its Staff, or any other governmental authority or judicial body with jurisdiction relating to these RFP matters, and further may be subject to legal discovery. Such information will be considered confidential between Allegheny Power and the bidders, and Allegheny Power will provide the information to the Pennsylvania Commission on a confidential basis. However, Allegheny Power shall not be held responsible should the Pennsylvania Commission or its Staff, or any other governmental

authority or judicial body with jurisdiction relating to these RFP matters, make such information public.

**5. Modification or Cancellation of the RFP**

Allegheny Power reserves the right, in its sole judgment and discretion, to modify or cancel this RFP. Allegheny Power will post a notice on the RFP website and make reasonable efforts to notify participants of any such changes, cancellations, or schedule changes. Allegheny Power shall not have any responsibility for making such notification. Allegheny Power shall not have any liability for damages suffered by bidders as a result of modification or cancellation of the RFP.

**6. Question, Comment and Response Process**

All questions and comments submitted by bidders and stakeholders, as well as the Allegheny Power's responses to such questions and comments, will be posted on the RFP website as E-mailed to each bidder. Accordingly, bidders and stakeholders should avoid including information in their questions and comments that they would not want disclosed. The official response to questions is the written response posted to the website. Allegheny Power's objective in posting these questions, comments, and responses is to ensure all bidders have equal access to information that may be relevant to their respective proposals.

Bidder questions related to this RFP should be submitted via email to Barb Crowe at [bcrowe@alleghenyenergy.com](mailto:bcrowe@alleghenyenergy.com). Questions will be accepted until Noon EDT on March 8, 2010. Questions submitted after this date will not be addressed. Copies of all questions and answers will be posted on the bid event.

**7. Capability and Experience**

Each bidder must be an entity that provides information and technical assistance on measures to enable a person or entity to increase energy efficiency or reduce energy consumption. Each bidder must have at least two years of documented experience in providing program consultation, design, administration and management services related to energy efficiency and conservation services. Each bidder must provide sufficient evidence to demonstrate its capabilities and level of experience in developing and implementing these types of services for which it intends to submit a proposal. Bidders shall provide full and complete documentation, including references with telephone number and email addresses, of previous experience over the last three to five years in successful CSP rolls

Each bidder must certify that it will meet the experience and technical qualifications required by the Pennsylvania Commission regarding the bidder's experience and technical qualifications. Those qualifications are found on Page 8 of the Pennsylvania Commission's Order entered February 05, 2009, at Docket No. M-2008-2074154 (Docket can be reviewed at <http://www.puc.state.pa.us/pcdocs/1032442.doc> )

Each bidder must certify that it will meet the financial fitness and insurance standards required by the Pennsylvania Commission. Those standards are found on page 12 of the Pennsylvania Commission's Order entered February 05, 2009, at Docket No. M-2008-2074154 (Docket can be reviewed at <http://www.puc.state.pa.us/pcdocs/1032442.doc> )

The requirements outlined in section 7 are contained in the Pennsylvania Public Utility Commission's (PUC) Conservation Service Provider (CSP) application process. If the bidder is presently an approved and registered CSP w/ the PA PUC they have meet these requirements. If the successful bidder is not an approved and registered CSP w/ the PA PUC, approval and registration are required in order for Allegheny Power to award the resulting contract from this RFP. CSP Application can be found at [http://www.puc.state.pa.us/general/onlineforms/doc/CSP\\_Registry\\_App.doc](http://www.puc.state.pa.us/general/onlineforms/doc/CSP_Registry_App.doc)

**8. Additional Information**

Allegheny Power may request additional information and materials from any bidder for evaluation of a proposal. Failure to provide such additional information and materials may result in rejection of the proposal for further evaluation.

**9. No Commitment to Award Contracts**

Allegheny Power reserves the right to terminate the RFP process or reject any or all of the proposals received in response to this RFP at its sole discretion. Also, the bidder understands that this RFP is not intended to and does not constitute a commitment by the Company to consummate any definitive agreement with any bidders. Neither the Company nor any bidder will have any rights or obligations of any kind whatsoever by virtue of the RFP or any other written or oral expression by any party hereto.

**10. Warranty on Information**

The information provided in the RFP, or on the Company's RFP website, has been prepared to assist bidders in evaluating the RFP. It does not purport to contain all the information that may be relevant to a bidder in satisfying its due diligence efforts. The Company makes no representation or warranty expressed or implied, as to the accuracy or completeness of the information, and shall not, individually or as a corporation, be liable for any representation expressed or implied in the RFP or any omissions from the RFP, or any information provided to a bidder by any other source.

A bidder should check the Company's website frequently, to ensure it has the latest documentation and information. Neither the Company nor its representatives shall be liable to a bidder or any of its representatives for any consequences relating to or arising from the bidder's use of outdated information.

**11. Hold Harmless**

Bidders shall hold the Company harmless of and from all damages and costs, including but not limited to legal costs, in connection with all claims, expenses, losses, proceedings

or investigations that arise as a result of the RFP or the award of a bid pursuant to the RFP.

Bidders recognize and hereby agree that Allegheny Power may be subject to significant civil penalties under Act 129 for failure to achieve required reductions in consumption, and each bidder agrees that it will be liable for a proportionate share of such civil penalty should its action or inaction have resulted in or contributed to a failure to achieve energy and efficiency goals set in Act 129, specifically Act 129 electric consumption reduction goals and electric peak demand goals.

Each bidder further recognizes and agrees that poor performance or non-compliance with these terms, or the standards of Act 129 and Orders of the Pennsylvania Commission implementing Act 129 will provide the Company a cause of action against bidder for damages resulting from such poor performance or non-compliance.

**12. Bidder's Acceptance & Requirements**

The submission of a proposal to the Company shall constitute a bidder's acknowledgment and acceptance of all the terms, conditions and requirements of this RFP. The Bidder is **required** to be an approved and registered CSP with the PA PUC.

**13. Permits, Licenses and Compliance with the Law**

Supplier shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct supplier's business or to perform hereunder. Supplier's subcontractors, employees, agents and representatives of each in performance hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.

**14. Proprietary Information**

The treatment of proprietary and confidential information of any bidder and of the Company is addressed in the Non Disclosure Agreement (Appendix 1).

**15. General Term and Conditions**

The agreement will be governed by the Allegheny Energy Service Corporation General Terms and Conditions attached hereto (Appendix 2).

**Additional insurance requirements for this contract include the following added to Item 8 of Appendix 2:**

**Seller will add Allegheny Energy Service Corp. and West Penn Power Co as additionally insured on all policies as indicted in the GT&C's.**

**16. Bidders not EDC affiliates**

Each bidder must certify that it is not affiliated with an EDC through ownership, partial ownership or control. Affiliation or merger with an EDC by a CSP at any time during the term of the contract will constitute a breach of the contract by the CSP and cause the termination of the contract. The CSP will immediately notify Allegheny Power of a merger and provide for automatic termination of the contract. The CSP is required to maintain registration with the PA PUC as an approved CSP during the term of the contract.

The requirements outlined in section 7 are contained in the Pennsylvania Public Utility Commission's (PUC) Conservation Service Provider (CSP) application process. If the bidder is presently an approved and registered CSP w/ the PA PUC they have meet these requirements. If the successful bidder is not an approved and registered CSP w/ the PA PUC, approval and registration are required in order for Allegheny Power to award the resulting contract from this RFP. CSP Application can be found at [http://www.puc.state.pa.us/general/onlineforms/doc/CSP\\_Registry\\_App.doc](http://www.puc.state.pa.us/general/onlineforms/doc/CSP_Registry_App.doc)

**17. Scope Of Work**

The Company is issuing this Request for Proposal ("RFP") with the goal of obtaining proposals for a comprehensive service to supply, package, and ship Energy Star Certified Spiral CFL's and LED Exit Signs to its Government/School/Non-Profit customers. Allegheny Power will supply the vendor w/ the list of approved customer requests weekly. The quantity, model, and ship to location will vary with each customer request. The supply, package, shipping of products will be done within 10 business days of the customers request reaching the Seller. All associated expenses for these requests will be paid for by Allegheny Power and our outlined in the pricing proposal in Appendix 11.

**CFL's**

Allegheny Power is assuming the following quantities of varying wattages will be requested for the Energy Star certified CFLs during the implementation time period of April 1, 2010 thru Dec 31, 2012. A listing of Energy Star certified bulbs can be found at: [http://www.energystar.gov/index.cfm?fuseaction=cfls.display\\_products\\_excel](http://www.energystar.gov/index.cfm?fuseaction=cfls.display_products_excel)

|                           |                            |         |
|---------------------------|----------------------------|---------|
| April 1 thru Dec 31, 2010 | Wattages Ranging from 9-52 | 103,296 |
| Jan 1 thru Dec 31, 2011   | Wattages Ranging from 9-52 | 95,190  |
| Jan 1 thru Dec 31, 2012   | Wattages Ranging from 9-52 | 21,810  |

Allegheny Power is assuming the following quantity of requests consuming the above quantities.

|                           |                    |       |
|---------------------------|--------------------|-------|
| April 1 thru Dec 31, 2010 | Number of requests | 2,732 |
| Jan 1 thru Dec 31, 2011   | Number of requests | 2,517 |
| Jan 1 thru Dec 31, 2012   | Number of requests | 577   |

Seller shall include all costs for these tasks per the pricing proposal (Appendix 11) for each CFL model with its CFL Wattage per the manufacturer the Seller will be providing. Allegheny Power is unable to determine customer needs and locations so we are requesting vendors provide bulk pricing based on CFL sales data. Allegheny Power is requesting breakout shipping costs based on a possible scenario so Sellers can be evaluated equally. The zip codes provided for shipping cost estimates are local to Allegheny Power Service Centers across our Pennsylvania territory and approximate the center of customer population density. These shipping estimates will allow Allegheny Power to determine if shipping costs will eliminate the cost effectiveness of the program model.

1. Provide monthly invoices w/ back-up to Allegheny Power. Allegheny Power's payment terms are 60 days. Seller will be set-up as an ERS vendor which gives access to Allegheny Power's electronic invoicing portal. Seller will log on and enter a Service Entry Sheet (SES) or Invoice directly into the portal. Entry of the SES is completed by selecting each unit price from the contract and applying the quantity to each unit price. The SES then routes for approval electronically thru predetermined Allegheny Power personnel. The 60 day payment term begins when the Seller completes the SES entry process. CFL's and LED Exit Signs will be invoiced via the same SES.
2. Supply, assemble and seal **new** boxes with standard assembly and sealing materials. Seller will determine the best box size for shipping each request. The box can be placarded w/ the Sellers's normal logos and advertisements if they desire. Allegheny Power would like to review the placarded and advertising prior to making the first mailing.
3. Supply and Install any packaging materials to securely ship the equipment.
4. Supply and include Energy Star certified, CFL's of varying wattages and types in Soft White, small or medium base, instant start, flicker free, NOT Dimmable, for Open lens lights, life of 10,000 hours based on 3 hours average use per day, UL Listed, and meeting the Federal Energy Efficiency labeling requirements.
5. Supply and include any and all shipping charges required to transport each request to each customer.
6. Supply and include any applicable state sales tax

### **LED Exit Signs**

Allegheny Power is assuming the following quantities of LED Exit Signs will be requested during the implementation time period of April 1, 2010 thru May 31, 2013.

|                           |                |        |
|---------------------------|----------------|--------|
| April 1 thru Dec 31, 2010 | LED Exit Signs | 16,406 |
| Jan 1 thru Dec 31, 2011   | LED Exit Signs | 16,971 |
| Jan 1 thru Dec 31, 2012   | LED Exit Signs | 6,998  |



Automatic, Low Voltage Disconnect (LVD)  
Universal 120/277 VAC operation  
Injection Molded, V-O flame retardant, high impact, thermoplastic housing  
Charge Rate/Power On LED Indicator  
Energy consumption not greater than 4 Watts for Red and 5 Watts for Green  
LED lamp life of 25 years plus  
Listed for damp locations  
Universal mount canopy for side or top installation  
Universal K/O Chevrons  
Ni-Cad battery  
Provided in Single or Double Faced  
Provided in Red or Green Lettering

**AC w/ Battery Back-Up and Adjustable Emergency Lights**

Completely self contained  
Fully Automatic Operation  
Compact, low profile design, neutral finish in WHITE  
Push-to-Test switch  
Automatic, Low Voltage Disconnect (LVD)  
Universal 120/277 VAC operation  
Injection Molded, V-O flame retardant, high impact, thermoplastic housing  
Charge Rate/Power On LED Indicator  
Energy consumption not greater than 4 Watts for Red and 5 Watts for Green  
LED lamp life of 25 years plus  
Listed for damp locations  
Universal mount canopy for side or top installation  
Universal K/O Chevrons  
Ni-Cad or Maintenance Free Sealed Lead Acid battery  
Provided in Single or Double Faced  
Provided in Red or Green Lettering  
Two fully adjustable, glare free lighting heads

**AC w/ Battery Back-Up and Adjustable Remote Emergency Lights**

Completely self contained  
Fully Automatic Operation  
Compact, low profile design, neutral finish in WHITE  
Push-to-Test switch  
Automatic, Low Voltage Disconnect (LVD)  
Universal 120/277 VAC operation  
Injection Molded, V-O flame retardant, high impact, thermoplastic housing  
Charge Rate/Power On LED Indicator  
Energy consumption not greater than 4 Watts for Red and 5 Watts for Green  
LED lamp life of 25 years plus  
Listed for damp locations  
Universal mount canopy for side or top installation  
Universal K/O Chevrons  
Larger Ni-Cad or Maintenance Free Sealed Lead Acid battery for Remote Lights  
Provided in Single or Double Faced

Provided in Red or Green Lettering

Two fully adjustable, glare free lighting heads wired for Remote Applications

**AC / Retrofit Kit, Hardwired**

For 120 or 277 VAC Applications

Energy consumption not greater than 3 Watts per kit

Kit shall include all hardware and brackets to mount universally in existing sign

Provided in Red or Green

**AC / Retrofit Kit, Screw-In**

For 120VAC Applications

Energy consumption not greater than 3 Watts per kit

Socket Adaptors supplied for Bayonet, Intermediate, and Candelabra bases

Screw in units shall be sized so they fit universally in existing signs.

Provided in Red or Green

5. Supply and include any and all shipping charges required to transport each request to each customer.
  
6. Supply and include any applicable state sales tax

**17.2 Selection Process and Evaluation Criteria**

Allegheny Power's business principles include selecting Sellers using a fair, transparent, well defined, clear and unbiased process based on explicit selection criteria. Using these principles, a quick and straightforward selection and contracting process is planned with work scheduled to begin April 1, 2010. This Section describes the selection process and evaluation criteria.

**Selection Process**

All proposals will be evaluated using the following process:

Step 1: Threshold Review

The threshold review ensures that proposals contain all required elements and that the bidders demonstrate that there are no legal claims/judgments or conflicts of interest that would make it difficult for them to perform. The threshold review, and ongoing reviews, will also include consideration of omissions, inaccuracies or misstatements. Allegheny Power can remove proposals that do not pass the threshold review from further consideration.

Step 2: Evaluation Criteria

Proposals passing the threshold review are evaluated using a formal review and scoring process. Evaluation criteria are described below.

Step 3: Interviews

Top-ranked bidders may be invited to an interview. Presentations and answers to reviewer questions will be scored. Criteria will include:

- o Quality of presentation
- o Interaction and cohesiveness of the team, if applicable
- o Responses to questions

Note that Allegheny Power reserves the right to forego this step should a single proposal be ranked in the technical review as clearly superior to others.

#### Step 4: Selection and Contract Negotiation

Allegheny Power will initially notify only the selected bidder(s) for the evaluation of the proposal via E-mail. This notification will initiate the Agreement negotiation process. Should Allegheny Power and the selected bidder(s) be not able to quickly enter into an Agreement, Allegheny Power may terminate negotiations and initiate negotiations with the next ranked bidder(s).

#### **Evaluation Scoring Matrix**

Allegheny Power will base their evaluation of proposals on the scoring matrix in Table 17.2. Brief descriptions of the criteria are provided below.

#### **Table 17.2: Evaluation Criteria/Scoring Matrix**

##### **A. Technical Approach**

1. Proposal Quality
2. Thoroughness and practicability of approach

Included in this category will be an assessment of the overall quality of the proposal and meeting the material specifications as identified above. **Seller will submit manufactures cut-sheets for each product for approval.** Allegheny Power will award points based on the assessment of the quality of approach to the work scope and materials.

##### **B. Organizational and Management Capability**

1. Demonstrated competence and experience
2. References
3. Local presence

The demonstration of organizational ability and administrative competence, the experience of the organization and its staff and subcontractors, demonstrated success elsewhere, and positive references will be major selection criteria. Experience, qualifications and reputation of Seller will be of the utmost importance. Consideration will also be given to bidder's demonstrated ability to work with Implementers and utility staff and any commitment to a local presence.

##### **C. Cost**

1. Total material, labor, equipment, and subcontractor costs.

Proposals must include unit costs for each year of the program term using the pricing proposal supplied with this RFP (Appendix 11). Allegheny Power will review the overall project costs (labor, non-labor) and evaluate total costs relative to the technical approach.

#### **18. Monitoring Provisions and Procedures**

The seller at times may be monitored for content, quality, and timeliness by Allegheny Power or its EM&V Contractor. This may involve an onsite interview of your process and possible fictitious order fulfillment. The potential for this is high due to the nature of

the program and that it is being paid for Pennsylvania rate payers. Allegheny Power is responsible for verifying all aspects of quality, cost control and related energy savings from the equipment.

**19. Execution of Agreement**

Upon execution of the Purchase Order issued by Allegheny Power Service Corporation, agent for Allegheny Power, the terms and conditions of the Request for Proposal, General Terms and Conditions, and Non Disclosure Agreement, shall constitute the Agreement, with intent to be legally bound, between bidder and Allegheny Power.

Bidders are required to execute the Non Disclosure Agreement (Appendix 1) post bid and pre contract award. Contract award is also contingent upon Allegheny Power's EE&C Plan approval by the PA PUC and/or PA PUC approval of Allegheny Power's contract w/ the successful CSP.

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## Appendix # 1

### ALLEGHENY ENERGY SERVICE CORPORATION

#### NONDISCLOSURE AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Allegheny Energy Service Corporation**, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and \_\_\_\_\_ a \_\_\_\_\_ corporation, ("\_\_\_\_\_").

**WHEREAS**, \_\_\_\_\_ has in its possession certain technical information, know-how and data of a confidential and proprietary nature (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

**WHEREAS**, AE Companies has in its possession certain confidential information, know-how and data of a confidential and proprietary nature, (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

**WHEREAS**, both \_\_\_\_\_ and AE Companies are prepared to disclose certain of this CONFIDENTIAL INFORMATION to the other party under the following conditions.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, the parties intending to be bound hereby agree as follows:

1. "Confidential Information" includes any and all information disclosed by one party to the other pursuant to this Agreement in a writing marked "Confidential" or "Proprietary" or by any electronic or digitally based information including, without limitation, customer information, electronic (.wav) files of customer calls, or if communicated either verbally or visually, identified as "Confidential" or "Proprietary" at the time of communication. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; or (ii) was generally available to the receiving party on a non confidential basis from a source other than the disclosing party or its representatives, provided that such source was not bound by a confidentiality agreement with the disclosing party; or (iii) the information was already known to the receiving party as evidenced by its written records and the disclosing party is promptly notified after receipt of the information; or (iv) the information is independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party; or (v) is disclosed by the recipient party with the disclosing party's prior written approval; or (vi) pursuant to legal requirements as provided in paragraph 3.

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and

shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and shall have entered into a written confidentiality agreement with the party making such re-disclosure. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose Confidential Information to any third party, except as provided herein and as may be required by law, subpoena or other legal process. If either party shall be required to disclose any Confidential Information, it is agreed that, to the extent legally permitted, such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will cooperate with any efforts by the other party to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

4. Each party agrees that it will not use in advertising, publicity or otherwise any trade name or trademark or any product, contraction, abbreviation or simulation thereof that is owned, to such party's knowledge by the other party or any subsidiary or affiliate of such other party without the owner's prior written consent.

5. By written demand, each party may require the other to cease using the Confidential Information, and at the party's option, either return the Confidential Information and all copies, notes or extracts thereof, to the party within seven (7) days of the demand or certify its destruction to the party.

6. No provisions of this Agreement shall be amended except by written consent of both parties, which consent shall specifically refer to this Agreement and explicitly make such amendment. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. Each party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

7. This Agreement, together with the Request for Proposal of Conservation Service Provider for Pennsylvania Act 129 compliance, constitutes the entire agreement and understanding between the parties as to Confidential Information concerning its subject matter. No representations have been made by either of the parties except as are specifically set forth herein. No rights or obligations other than those expressly recited herein are to be inferred from this Agreement.

8. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as the case may be. This Agreement shall survive and shall not be affected by any termination of any commercial relationship between the parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

11. This Agreement shall be governed by the laws of the state where the service is performed with respect to conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

12. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to grant either party any right, interest or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by the other party, whether or not it is part of the Confidential Information.

13. All notices, requests, consents, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be (a) personally delivered (including by local or overnight courier), (b) sent by postage prepaid registered first-class mail or (c) transmitted by facsimile or other electronic means, and shall be deemed to have been duly given when received if received prior to 5:00 p.m. on a business day or on the next business day (if delivered after 5:00 p.m. or on a non-business day). Notice to either party shall be sent to its address as set forth above, or to such other address as a party hereto shall have given notice pursuant to this Section.

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**Appendix #2**

## GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses in the following implementation provisions which are hereby incorporated by reference: Equal Employment Opportunity (48 C.F.R. § 22.8), Special Disabled and Vietnam Era Veterans (48 C.F.R. § 22.13, 41 C.F.R. 60-250.4(m)), Employment of the Handicapped (48 C.F.R. § 22.14, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.902), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.902, and § 52.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof constitute a misappropriation or infringement of any patent, copyright, trade secret or any other proprietary rights. If Buyer, Buyer's Agent or Buyer's Representative is found to misappropriate or infringe in any use of the materials specified in this purchase order, Seller shall, at its own expense, either procure for Buyer, Buyer's Agent or Buyer's Representative the right to use the materials or alter or replace said materials with functionally equivalent materials that are acceptable to Buyer and pay all expenses sustained as a result of such alteration or replacement.
10. **PERFORMANCE:** Except as provided in Paragraph 11, if delivery of materials or rendering of services is not completed by the time specified in this purchase order, Buyer reserves the right, without liability and in addition to its other rights and remedies at law or in equity, to cancel all or any part of this purchase order by notice effective when received by Seller as to materials not yet shipped or services not yet rendered.
11. **DELAY:** If, by reason of uncontrollable forces as defined herein, Buyer or Seller shall be unable to perform any of its obligations in whole or in part, and if within ten days after the occurrence thereof the party affected gives written notice to the other, then the obligations of both parties shall be suspended to the extent made necessary by such occurrence. The term "uncontrollable force" as used herein, includes, but is not limited to, acts of God, fires, floods, explosions, strikes and other labor disputes, governmental regulations, acts or omissions of governmental authority, unusually severe weather, inability to obtain necessary permits and licenses, inability of Buyer to obtain adequate financing or other economic impracticability.
12. **SUSPENSION:** Seller, upon written notice from Buyer, shall suspend or stop temporarily performance hereunder.
13. **TERMINATION WITHOUT CAUSE:** Buyer may terminate this purchase order without cause at any time in whole or in part by written notification to Seller. Upon receipt of notice of termination, Seller shall, unless notified otherwise, immediately discontinue the work terminated, cease delivery and ordering of materials, and make reasonable efforts to cancel existing orders, contracts and subcontracts relating thereto upon terms assistatory to Buyer. After receipt of notice of termination, Seller shall continue to perform such work as necessary to preserve and protect material and work in progress or in transit until relinquishing possession and control of same as provided in the notice of termination. Upon compliance with a notice of termination, Seller shall be entitled to be compensated for actual costs incurred and a

reasonable, prorate profit rate for the actual costs incurred. Such termination shall be without prejudice to any claims which Buyer may have against Seller and this paragraph shall not apply if Buyer terminates for cause.

14. **TITLE AND RISK OF LOSS:** Title and risk of loss shall transfer from Seller to Buyer upon delivery of all materials ordered hereunder at the destination specified on the face of this purchase order. Every shipment and invoice shall be marked to show Buyer, Buyer's purchase order number and carrier by which the materials are to be shipped. Materials shipped C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.
15. **TAXES:** Unless otherwise specified in this purchase order, the price of goods and services ordered herein shall not include any taxes and charges now or hereinafter imposed upon Seller by any federal, state or local government or any governmental agency of the United States or the government of any other country or subdivision thereof by reason of the agreement or performance by Seller hereunder. Buyer will procure and furnish to Seller Certificates of Exemption from state sales taxes upon request.
16. **PRICE INFORMATION:** Upon request, Seller shall provide Buyer with sufficient information relating to prices of materials and services to enable Buyer to comply with accounting regulations of the Federal Energy Regulatory Commission.
17. **PAYMENT:** Buyer shall make payment to Seller in accordance with the terms of this purchase order. Buyer reserves the right to retain 10% of the payments made on purchase orders for services as such payments are made hereunder. The 10% retained shall be paid to Seller when Buyer is satisfied that the interests of Buyer in the completed work have been protected. Such payment shall not be unreasonably withheld. No payment shall be evidence of satisfactory performance of this purchase order or shall be construed to be an acceptance of defective or nonconforming materials or services.
18. **RELEASES:** Seller shall give Buyer written notice of any claims, liens or encumbrances of any nature affecting or relating to the work to be performed hereunder. Buyer shall have the right prior to making final payment to Seller to require Seller to certify that no lien, claim or encumbrance related to the work is outstanding and to furnish releases from Seller's employees, subcontractors, suppliers and any other claimants in support thereof. If any lien is filed or Buyer receives any notice of a lien filed or to be filed to secure any claim arising out of any performance or omission in connection with the performance hereof, Seller shall, upon written demand by Buyer, promptly obtain and record a full release and discharge of such lien. If Seller fails to do so, Buyer may pay such claim from monies due or payable to Seller and obtain and record such release and discharge at Seller's expense.
19. **RIGHT TO AUDIT:** If the price stated in this purchase order is other than a firm price, Buyer shall have the right to inspect and audit all the books, records, correspondence, receipts, vouchers, and memoranda, etc., of Seller, Seller's subcontractors and other entity used by Seller in performing this purchase order. Seller, Seller's subcontractors and any other entity used by Seller in the performance of this purchase order shall preserve all such records for a period of two years after final payment hereunder. Seller shall provide for such right to audit by Buyer in all contracts with subcontractors and other entities relating to this purchase order.
20. **INSPECTION:** Buyer shall have the right from time to time to inspect the work in progress or completed at Seller's premises upon reasonable notice and on Buyer's premises without such notice. Any such inspection shall in no way relieve Seller of any of its obligations under this purchase order. Any such work disclosed by any such inspection not to be in conformity with the requirements of this purchase order shall, immediately following notification thereof, be corrected by Seller at Seller's expense. Seller shall provide safe access to such work and where necessary for such inspections shall provide scaffolds and ladders in place and such other equipment normal to conduct such inspections.
21. **ACCESS:** Personnel of Seller and subcontractors employed by Seller shall enter and exit Buyer's premises only by the special entrances designated from time to time by Buyer.
22. **WARRANTY:** In addition to, and not in limitation of, any other remedies provided herein or by law or in equity, Seller expressly warrants that the goods and/or services supplied hereunder will conform to Buyer's specifications in all respects and will be of good workmanship and quality, free from all defects (including defects in design and title) and fit for the purposes intended by Buyer. Upon failure of any of the materials and/or services supplied hereunder to conform to the above warranties, Seller shall, at Buyer's option and at no cost to Buyer, promptly repair or replace any item of material or correct or reperform any services so that they conform to the above warranties. The costs of transporting, repairing, replacing, removing or installing material to make materials and services comply with the above warranty shall be borne by Seller.
23. **INDEMNIFICATION:** To the fullest extent permitted by law and regardless of whether or not caused by the negligence of a party indemnified herein, Seller shall indemnify, save harmless and defend ("Indemnity Obligation") Buyer, Buyer's Agent, Buyer's Representative and employees, agents, directors, officers and representatives of each, from all claims, losses, liabilities and expenses, including attorneys' fees, growing out of personal injury, death or damage to property (including property of Buyer, Buyer's Agent or Buyer's Representative) arising out of or in any way connected with Seller or Seller's subcontractors, and employees, agents and representatives of each, performance or nonperformance hereunder (negligent or otherwise) suffered or claimed to have been suffered by any person (including anyone directly or indirectly employed by Seller or Seller's subcontractors), corporation or entity (including Buyer, Buyer's Agent, Buyer's Representative and employees, agents and representatives of each), unless due to the sole negligence of Buyer, Buyer's Agent, Buyer's Representative or employees, agents and representatives of each. Seller intends that its Indemnity Obligation to each party indemnified herein for claims related to or brought by anyone directly or indirectly employed by Seller or Seller's subcontractors shall not be limited in any way by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Seller hereby waives immunity under such acts to the extent such acts would bar recovery under, or full enforcement of, Seller's Indemnity Obligation.
24. **ASSIGNMENT:** No right or interest in this purchase order shall be assigned by Seller, and no delegation or subcontracting of any obligation of Seller hereunder shall be made without written permission of Buyer. Any attempted assignment, delegation or subcontracting without such approval shall be void.
25. **WAIVER:** Buyer's failure to insist on any right shall not operate as a waiver unless agreed to in writing by Buyer.
26. **CONFLICTS:** In the event of any conflict among the documents incorporated into this purchase order, Buyer's specifications and special terms shall prevail over Seller's proposal.
27. **VALIDITY:** In the event that any paragraph(s) or any part of these General Terms and Conditions shall be found to be contrary to law and invalid, all other paragraphs and the remaining part of any partially invalid paragraph shall be and remain in full force and effect and shall be binding upon the parties hereto.
28. **APPLICABLE LAW:** The validity, interpretation and performance of this purchase order shall be governed by the laws of the Commonwealth of Pennsylvania.

**Appendix # 3**

**((( NOT USED IN THIS RFP)))**

**Appendix # 4**

**((( NOT USED IN THIS RFP)))**

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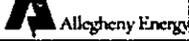
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Appendix # 5

|  |  |  |  |
|--|--|--|--|
| <b>VENDOR INFORMATION</b><br>FORM 37-215 REV. 5          |  |   |  |
| <b>VENDOR INSTRUCTIONS</b>                               | All vendors interested in being considered for placement on Allegheny Energy's vendor list must complete and return Vendor Information Form to Allegheny Energy with signed W-9. Vendor failing to return completed form will not be included on Allegheny Energy's vendor list, and thereby, will not receive Request for Quotation OR Purchase Order.  |  |  |
| <b>MAIL OR FAX COMPLETED FORM TO</b>                     | Allegheny Energy Service Corporation; Supply Chain, Support; 800 Cabin Hill Drive; Greensburg, PA 15601-1689; Fax No.: 724-830-7745  |  |  |
| <b>COMPLETED BY REQUESTOR</b>                            | <b>VENDOR</b><br><input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete  | <b>VENDOR NO.</b>  | <b>REQUESTED BY</b>  |
|  | <b>DATE</b>  | <b>TELEPHONE NO.</b>   |  |
| <b>COMMENTS</b>  |  |  |  |
| <b>SEND REQUEST FOR QUOTATION/PURCHASE ORDER TO</b>      |  |  |  |
| <b>LEGAL BUSINESS NAME AND DBA NAME (if applicable)</b>  |  | <b>ADDRESS</b>   | <b>CITY, STATE &amp; ZIP**</b>   |
| <b>CONTACT NAME</b>                                      | <b>TELEPHONE NO.</b>   | <b>FAX NO.</b>   | <b>EMAIL ADDRESS</b>   |
| <b>REMIT TO/PAYMENT ADDRESS AS IT APPEARS ON INVOICE</b> |  |  |  |
| <b>NAME</b>  |  | <b>ADDRESS</b>   | <b>CITY, STATE &amp; ZIP**</b>   |
| <b>CONTACT NAME</b>                                      | <b>TELEPHONE NO.</b>   | <b>FAX NO.</b>   | <b>EMAIL ADDRESS</b>   |
| <b>TAX ID NO. (TIN)</b>                                  | <b>DOE EMPLOYEE IDENTIFICATION NO. (include signed W-9)</b>  | <b>ELECTRONIC DATA INTERCHANGE (EDI)</b>   | Are you EDI capable? <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| <b>PAYMENT METHOD</b>                                    | <input type="checkbox"/> Automated Clearing House (ACH - Direct deposit) - preferred method (complete bank information on below)   |  | <input type="checkbox"/> Check (bank information below not required)   |
| <b>BANK INFORMATION (Required for ACH)</b>               | <b>FINANCIAL INSTITUTION</b>   | <b>CONTACT NAME</b>  | <b>TELEPHONE NUMBER</b> ( ) ( )  |
|  | <b>BANK ACCOUNT NAME</b>   | <b>BANK BRANCH (ROUTING NUMBER (9 digit))</b>  | <b>ACCOUNT NUMBER</b> ( ) ( )  |
|  | <b>ACCOUNT TYPE</b><br><input type="checkbox"/> Checking <input type="checkbox"/> Savings  |  |  |
|  | I hereby authorize Allegheny Energy to pay Vendor electronically to bank account indicated above, and authorize the financial institution named above to credit such entries directly to the Customer's account.   |  |  |
| <b>AUTHORIZED BY NAME (Please type or print)</b>         |  | <b>TITLE</b>   | <b>SIGNATURE (Required)</b>  |
| <b>DATE</b>  |  |  |  |
| <b>PRODUCTS OR SERVICES PROVIDED</b>                     |  |  |  |
| <b>BUSINESS SELF CERTIFICATION</b>                       | <b>BUSINESS INFORMATION</b>  | <b>CHECK ONE</b><br><input type="checkbox"/> Small Business <input type="checkbox"/> Large Business <input type="checkbox"/> Other | <b>DUNS NO.</b>  |
|  | <b>PRIMARY NAICS CODE (www.naics.com)</b>  |  |  |
|  | <b>DIVERSITY (check all that apply)</b><br><input type="checkbox"/> Third Party Certified (certificate attached) <input type="checkbox"/> Asian Pacific American (A) <input type="checkbox"/> Black American (B) <input type="checkbox"/> Disabled Veteran (D) <input type="checkbox"/> Filipino American (F) <input type="checkbox"/> Handicapped (H) <input type="checkbox"/> Hispanic American (S) <input type="checkbox"/> HUBZone SB certified <input type="checkbox"/> Native American (N) <input type="checkbox"/> Veteran (V) <input type="checkbox"/> Woman-Owned (W/O) <input type="checkbox"/> Other  |  |  |
|  | You may wish to review the definitions for the above categories in the Federal Acquisition Regulation 19.7 at §2.219-4 ( <a href="http://www.american.gov">www.american.gov</a> ). If you have difficulty ascertaining your size status, please refer to SBA's website at <a href="http://www.sba.gov/size">www.sba.gov/size</a> or contact your local SBA office. Under 15 U.S.C. 645 (d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act. |  |  |
| <b>SELF-CERTIFIED BY NAME (Please type or print)</b>     |  | <b>TITLE</b>   | <b>SIGNATURE (Required)</b>  |
| <b>DATE</b>  |  |  |  |
| <b>COMPLETED BY SUPPLY CHAIN</b>                         | <b>VENDOR NO.</b>  | <b>DATE UPDATED/NO. ACCREDITED</b>   | SDB and/or HUBZone Status verified in the Central Contractor Registration (CCR) Dynamic Small Business Search Database as of / / . For SDB, the expiration date is / / . |

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**Appendix # 6**

Pursuant to Public Law 95-507, Small Business Investment Act Section 8 (d), this Plan is submitted for the consideration of:

Allegheny Energy Service Corporation – Procurement  
Contracting Activity

The Subcontracting Plan will be in effect for the \_\_\_\_\_ and covers the contractor's planned subcontracting of all contracts on a company-wide or division-wide basis (contractor to indicate which).

Total Procurement Dollars Planned To Be

1. Subcontracted: \$ \_\_\_\_\_

2. Subcontracting Goals: The following goals for the utilization of small business and small business concerns owned and controlled by socially and economically disadvantaged individuals are expressed in terms of percentages of the total planned subcontracting dollars stated in #1 above.

|   | Goals   |         |
|---|---------|---------|
|   | Percent | Dollars |
| HUBZone Small Business                        | _____   | _____   |
| Service-Disabled Veteran-Owned Small Business | _____   | _____   |
| Small Business                                | _____   | _____   |
| Small Disadvantaged Business                  | _____   | _____   |
| Veteran-Owned Small Business                  | _____   | _____   |
| Women-Owned Small Business                    | _____   | _____   |

3. Contractor  plans or  does not plan to subcontract supplies and services. If the Contractor plans to subcontract supplies and services, the types of supplies and services planned for subcontracting and, specifically, those planned for subcontracting to (i) Small business concerns; (ii) Veteran-owned small business concerns; (iii) Service-disabled veteran-owned small business concerns; (iv) HUBZone small business concerns; (v) Small disadvantaged business concerns; and (vi) Women-owned small business concerns are as follows:

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

4. The method used to develop the subcontracting goals in paragraph 2 is as follows:

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

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5. The method used to identify potential sources for solicitation purposes (e.g., existing company sources lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations) is as follows:

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**NOTE:** A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. Contractor  included or  did not include indirect costs in establishing subcontracting goals. If the Contractor included indirect costs, a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) Small business concerns; (ii) Veteran-owned small business concerns; (iii) Service-disabled veteran-owned small business concerns; (iv) HUBZone small business concerns; (v) Small disadvantaged business concerns; and (vi) Women-owned small business concerns is as follows:

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7. The efforts made to ensure that Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business will have an equitable opportunity to compete for subcontracts are as follows:

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8. By signing the Plan, the contractor agrees that assurance clauses titled "Utilization of Small Business Concerns" [48 CFR §52.219-8] as stated below, will be included in all subcontracts that offer further subcontracting opportunities, and all solicitations and subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) will be required to adopt a Plan similar to this Plan.

"Utilization of Small Business Concerns" [48 CFR §52.219-8]. The following clause must be included in contracts greater than \$100,000, unless (1) a personal services contract is contemplated or (2) the contract, together with all its subcontracts, will be performed entirely outside of the United States and its outlying areas.

- A. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the *timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.*
- B. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- C. Definitions. As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

1. Means a small business concern—

- i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that—

1. It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
2. No material change in disadvantaged ownership and control has occurred since its certification;
3. Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
4. It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
2. The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

1. That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

D. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

9. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

10. By signing the Plan the contractor assures (i) submission of periodic reports; (ii) cooperation in any studies or surveys required by the Federal Agency or Administration to determine the extent of compliance to the Subcontracting Plan; (iii) submission of Standard Form (SF) 294, subcontracting Report for individual Contracts, and/or SF 295, Summary subcontract Report. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  
11. List the types of records maintained to demonstrate procedures that have been adopted to comply with the requirements and goals of the Plan, including established source lists and a description of efforts to locate small HUBZone, small disadvantaged, women-owned small business sources and veterans service organizations and subcontracts awarded (e.g., source lists, guides, organizations contacted, outreach efforts, internal guidance, workshops, training, seminars, monitoring performance, etc.).

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**NOTE:** Contractor is required to keep records of solicitation of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns for each contract greater than \$100,000.

12. Name and description of the duties of the individual responsible for administering the subcontracting program.

Company

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone

Number: \_\_\_\_\_

Duties: \_\_\_\_\_

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Signature &  
Date:

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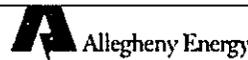
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## Appendix # 6 (Cont'd)

ALLEGHENY ENERGY SERVICE CORPORATION  
SUBCONTRACTING PLAN PROVISIONS  
FORM 37-217



### 1.0 SUBCONTRACTOR PLAN POLICY & REQUIREMENTS

In an effort to increase Contract opportunities with small business concerns, small business concerns owned and controlled by veterans, small business concerns owned and controlled by service-disabled veterans, qualified HUB-Zone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women, the operating companies of Allegheny Energy, Inc. in compliance with Public Law 95-507, Small Business Investment Act, are under certain conditions, requiring contractors to file a Subcontracting Plan.

In compliance with Public Law 95-507, Small Business Investment Act, 15 U.S.C. 637(d), contractors under certain conditions, are required to file a copy of their Subcontracting Plan with the operating companies of Allegheny Energy, Inc. If the contractor does not have such a Plan, or has a Plan, which does not meet or exceed Plan requirements, the contractor has the option of adopting the format of the Allegheny Energy, Inc. Subcontracting Plan and administering such a Plan (Reference Form 37-216, Allegheny Energy Service Corporation Subcontracting Plan).

Bidder must submit a Subcontracting Plan when all of the following conditions apply:

- When a contractor is not a small business; and
- When a Contract exceeds \$550,000; and
- When a contractor will be subcontracting any portion of the Contract.

Buyer will review, accept, or reject a Contractor's Subcontracting Plan. At a minimum the plan must meet the requirements mandated by the Small Business Investment Act. If a successful Contractor fails to submit a Subcontracting Plan when required to do so, or if the individual plan fails to comply with the Small Business Investment Act, Bidder will be deemed ineligible to be awarded the Contract.

Contractor shall be solely responsible for the implementation and administration of their Subcontracting Plan.

### 2.0 FILING A SUBCONTRACTOR PLAN

A Subcontracting Plan must be filed with the operating companies of Allegheny Energy, Inc. either each time a Contract is bid or on a yearly basis. Each plan filed yearly will remain in effect unless updated by the contractor. The Subcontracting Plan will be kept on file for Allegheny Energy reporting purposes. Any contractor wishing to adopt the format of the Allegheny Energy, Inc. Subcontracting Plan and administer such a program is permitted to do so by completing and returning Form 37-216, Allegheny Energy Service Corporation Subcontracting Plan. All subcontracting correspondence shall be sent to:

Allegheny Energy  
Supply Chain, Supplier Diversity  
800 Cabin Hill Drive  
Greensburg, Pa 15601

Any contractor who submits their own format of a Subcontracting Plan must incorporate the information prescribed in the Small Business Investment Act, 15 U.S.C. 637(d) 6. Review of the Subcontracting Plan will become part of the purchasing review. Failure to submit a Subcontracting Plan or failure to comply with requirements of the Act will disqualify a contractor from eligibility of Contract award.

### 3.0 FILING PLAN WITH ALLEGHENY ENERGY

When filing a Subcontracting Plan with Allegheny Energy, Inc. the Plan must at a minimum include the following requirements of the Small Business Investment Act, 15 U.S.C. 637(d) 6:

1. Percentage goals for the utilization as subcontractors of small business concerns, small business concerns owned and controlled by veterans, small business concerns owned and controlled by service-disabled veterans, qualified HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
2. Name and description of the duties of the individual responsible for administering the subcontracting program.

3. A description of the efforts the offeror or bidder will take to assure that small business concerns, small business concerns owned and controlled by veterans, small business concerns owned and controlled by service-disabled veterans, qualified HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women will have an equitable opportunity to compete for subcontracts.

4. Assurances the contractor will include clauses titled "Utilization of Small Business Concerns [48 CFR §52.219-8] as stated below, in all subcontracts that offer further subcontracting opportunities, and all solicitations and subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) will be required to adopt a similar Plan.

"Utilization of Small Business Concerns" [48 CFR §52.219-8]. The following clause must be included in contracts greater than \$100,000, unless (1) a personal services contract is contemplated or (2) the contract, together with all its subcontracts, will be performed entirely outside of the United States and its outlying areas.

A. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

B. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

C. Definitions. As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

1. Means a small business concern—

- i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that—

1. It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
2. No material change in disadvantaged ownership and control has occurred since its certification;

3. Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
4. It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
2. The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

1. That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

- D. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
5. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
6. Assurances that the contractor will submit periodic reports and cooperate in studies and surveys required by the Federal Agency or Administration to determine the extent of compliance by Bidder with the Subcontracting Plan.
7. A list of the types of records the successful contractor will maintain, to demonstrate adopted procedures in compliance with the requirements and established goals set forth in this Plan, including source lists of such businesses, and efforts to identify and award subcontracts to such concerns.

#### 4.0 FAILURE TO COMPLY

Failure of any contractor or subcontractor to comply in good faith with the requirement of the policy or Plan shall be a material breach of Contract or subcontracts.

**Appendix # 7**

**((( NOT USED IN THIS RFP )))**

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## Appendix # 8

### SAFETY AND HEALTH COMMITMENT

(In addition to the General Terms/Conditions)

Allegheny Power believes that the commitment and involvement of all employees to safety is essential. This includes the employees of Contractors working on Allegheny's sites or on non-company owned sites. To insure this commitment, Contractor shall require that its employees perform all work safely and in full compliance with all applicable safety and health laws, applicable federal and state laws, local ordinances, OSHA requirements and all safety rules, regulations and instructions set forth by Allegheny as part of the job assignment.

Contractor shall designate one individual to be responsible for Contractor's compliance with safety requirements outlined in this contract. Contractor shall promptly notify appropriate Allegheny Power personnel of any safety violations and incidents, which may have an adverse impact upon health and safety of Contractor's personnel or Allegheny's employees. All incidents, which may require first aid or medical treatment, must be reported to Allegheny promptly and in no case later than 24 hours. All recordable OSHA 300A log incidents must be reported promptly to Allegheny.

Working safely is a condition of employment. Allegheny's representatives will notify Contractor of apparent violation or non-compliance with safety provisions. Contractor shall immediately make reasonable efforts to correct any violation. If Contractor does not do so within 48 hours, Allegheny may cause work to be stopped until such time as Contractor has taken corrective action to Allegheny's satisfaction. Work stoppage by Allegheny shall not be subject to claims by Contractor for damages.

Contractor-provided tools and equipment, including personal protective equipment, must meet OSHA requirements and be properly maintained for safe accomplishment of the work assignment. All tools and equipment, which may be used to perform work for Allegheny, shall be under the exclusive direction and control of the Contractor. All tools and equipment shall be in safe and operable condition. Allegheny has the right to refuse or restrict the use of tools or equipment if, in Allegheny's opinion, safety may be compromised or jeopardized.

**Submitted by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## Appendix # 9

### **Allegheny Power, Substance Abuse Policy**

#### **1.0 PURPOSE**

Buyer is firmly committed to providing a safe workplace and to promoting high standards of Employee health and safety. The objective is to establish and maintain a work environment that is free from the effects of alcohol and drug abuse. A work environment free from drugs and alcohol is especially important in the electric utility industry because of our basic responsibility to serve the public safely and without interruption.

#### **2.0 POLICY**

- a. Buyer has established a system policy, **Drug and Alcohol Abuse**, and a **Substance Abuse Testing Program** for its Employees. In a like manner, every Seller having a Purchase Order with Buyer, whereby work will be performed for Buyer, shall be required to administer a mandatory substance abuse program. A Bidder may submit a program in lieu of this **Substance Abuse Program – Retail Operations’ Contracts** (Program) if said program equals or exceeds all provisions and requirements of this Program. In such case, the program shall be submitted with the Proposal. A Bidder that does not have a program or has a program that is not acceptable to Buyer shall abide by the criteria stipulated in this Program.
- b. The illegal manufacture, distribution, dispensation, possession, or use of controlled substances when working for a Seller under a Purchase Order with Buyer is prohibited and will result in disciplinary action (see Discipline).
- c. The unauthorized possession or use of alcohol when working for a Seller under a Purchase Order with Buyer is prohibited and will result in disciplinary action (see Discipline).
- d. It shall be the sole responsibility of the Seller to have their Employees, manual and non-manual (Employees), report to work in condition to perform their duties. The off-duty use of controlled substances or alcohol, which adversely affects an Employee’s job performance, is prohibited and will result in disciplinary action (see Discipline).
- e. The Seller shall implement a substance abuse testing program under which Employees may be required to take a substance abuse test (see Testing for Drugs or Alcohol).

- f. Employees undergoing prescribed medical treatment with a drug or controlled substance, which has potential for affecting performance, must report this treatment to the Seller. The use of such substances as part of a prescribed medical treatment program is not grounds for disciplinary action. Seller shall be responsible for the safety of Employees and others who may be affected by Employee's performance.
- g. Controlled substances and paraphernalia discovered through site security procedures may be turned over to law enforcement authorities. Seller is responsible for notifying Employees that security inspections may include, but not be limited to, any vehicle, toolbox, or lunch box inspection.
- h. Each Employee will notify their employer of any criminal drug statute conviction for a violation occurring while on the job or on Buyer's property no later than five days after such conviction.
- i. As a condition of employment, each Employee when initially starting work shall be issued the Program and will be required to abide by its terms.
- j. Each Seller must have his or her on-site supervision knowledgeable of and fully capable of enforcing the Program and must notify each applicant and Employee of the Program.

### **3.0 TESTING FOR CONTROLLED SUBSTANCES AND/OR ALCOHOL**

- a. Any Seller's Employee will be required to be tested for illegal use of controlled substances and/or alcohol under the following conditions:
  - 1) All Seller's Employees shall show evidence of being drug-free prior to starting work on Buyer's property but by no later than the third day after starting work when working for a Seller working under a Purchase Order with Buyer. This would require the Employee either to be tested prior to beginning work or show evidence satisfactory to Buyer that he/she has tested negatively through an annual screening program.
  - 2) There is reasonable cause based on information, observed Employee behavior, or physical appearance suggesting the Employee may be under the influence of alcohol, using illegal drugs, or abusing drugs. Determination of reasonable cause and proper documentation is the sole responsibility of the Seller.
  - 3) The Employee is involved in a work-related accident or commits a safety violation, which may be the result of impairment and which could reasonably lead to, or has resulted in, property damage, injury, or death. Post-accident alcohol testing shall be conducted no later than two hours following accident and drug testing no later than 24 hours.
  - 4) The Employee has tested positive for the presence of drugs or alcohol within the prior 24-month period.
  - 5) Employees who perform safety-sensitive functions and carry a commercial drivers license (CDL) shall be required to be randomly tested per DOT Federal Regulations.
- b. Substance Abuse Custody & Control is completed at the collection site.

### **4.0 TESTING PROCEDURE**

- a. The following substance abuse tests and programs are permitted for pre-employment screening:

Non-DOT 10 panel  
NIDA 5 (DOT)

Any other tests that are determined to be equivalent to these may be used upon approval of Buyer.

Attachment **Exhibit A-1** is a listing of approved collection sites in Buyer's territory.

- b. Testing for reasonable cause or work-related accidents shall be either a Non-DOT 5 panel or a NIDA 5 (DOT) and will include testing for alcohol.
- c. Samples produced for substance abuse testing will follow the chain-of-custody procedure specified by the National Institute on Drug Abuse (NIDA) to insure the integrity and identity of the sample. Any screening test indicating a positive result shall be tested by a NIDA-certified laboratory and be verified by a Gas Chromatography/Mass Spectrometry (GC/MS) or an equally accurate confirmation test.
- d. Blood samples for alcohol testing must be taken at NIDA-approved collection sites and sent to NIDA-certified laboratory under the chain-of-custody procedure specified by NIDA to assure the integrity and identity of the samples. Blood alcohol samples in excess of .02 percent will be considered evidence of impairment for DOT covered employees whereas applicable state alcohol testing levels will apply for non-DOT covered employees.

Evidential Breath Testing (EBT) apparatus may be used provided it meets Federal guidelines and is operated by a certified breath alcohol technician.

## 5.0 **DISCIPLINE**

- a. It shall be the Seller's sole responsibility to monitor their Employees' performance, to administer any disciplinary action, and to inform Employee in cases where he/she may not, temporarily or permanently, perform work for Buyer.
- b. Any Employee illegally manufacturing, distributing, dispensing, possessing, or using a controlled substance while on Buyer's property shall be removed from the job site immediately and be prohibited from working for a Seller under Purchase Order with Buyer for a period of one year.
- c. Any Employee having unauthorized possession or use of alcohol while on Buyer's property shall be removed immediately from the job site and be prohibited from working for a Seller under Purchase Order with Buyer, for a period of one year, unless such Employee shows evidence of having satisfactorily completed an approved rehabilitation program.
- d. Any Employee having positive drug/alcohol test results shall be removed immediately from the job site and be prohibited from working for a Seller under Purchase Order with Buyer, for a period of one year, unless such Employee shows evidence of having satisfactorily completed an approved rehabilitation program.
- e. Any Employee who refuses to take a substance abuse test shall be removed from the job site immediately.

- f. It is the Seller's responsibility to notify any Employee removed from the job site, for any of the reasons listed above, that they are prohibited from employment on Buyer's property for a period of one year. In addition, it is the Seller's responsibility to notify the Employee's union representative of any disciplinary action taken due to substance abuse.

**6.0 ADMINISTRATION**

- a. Responsible Buyer Employee and Responsible Seller Employee are those individuals who shall be designated to receive, in a confidential manner, all information relative to positive test results.
- b. Seller will submit their substance abuse testing program with their Proposal. Buyer will review the program and, if acceptable, it will become part of the Purchase Order. If unacceptable or the Seller has no program, this Program shall become part of the Purchase Order.
- c. Pre-employment Screening:
  - 1) Each Seller shall be responsible for verifying that all their Employees brought on site are drug-free. No personnel with positive results will be allowed to work for a Seller under Purchase Order with Buyer. A three-day grace period is permitted to allow for turnaround of the test results.
  - 2) Each Seller shall properly notify the Buyer's Technical Representative in writing that all of the Employees brought on site are drug-free. The Seller shall maintain a file on all test results, which may be audited by Buyer.
  - 3) The Seller shall notify the Responsible Buyer Employee of any positive test results (by Social Security Number only) in a confidential manner.
- d. Reasonable Cause or Accident/Safety Violation:
  - 1) Any Employee may be tested for controlled substances and/or alcohol upon a showing of reasonable cause. If the Employee tests positive for drugs and/or alcohol, the Employee shall be removed from the job site immediately. The Seller is solely responsible for the administration and cost of all testing.
  - 2) Any Employee who causes or is involved in a workplace accident/safety violation, which causes property damage, injury, or death, shall be tested for controlled substances and/or alcohol. If the Employee tests positive for drugs and/or alcohol, the Employee shall be removed from Buyer's job site immediately. The Seller is solely responsible for the administration and cost of all testing.

3) The following suggested form is attached for your use:

AP Form 23-177

Contractor Substance Abuse Reasonable Cause  
Documentation

- e. Previous Positive Test Results:
  - 1) The Responsible Buyer Employee shall retain for five years all test results when the tests proved positive, to be maintained in a secure, confidential file.

- 2) Seller shall furnish the Social Security Numbers of all personnel as they are brought onto the job site to Buyer's Technical Representative, to be forwarded to the Responsible Buyer Employee for verification that there have been no positive test results at any Allegheny Power facility within the previous 12-month period. The Responsible Buyer Employee will notify the Responsible Seller Employee of any variances in a timely manner. It is the contractor's/vendor's responsibility to remove any Employee with a variance.
- 3) An Employee who has tested positive for controlled substance and/or alcohol within the 12-month period prior to working for a contractor/vendor under contract to Buyer may only perform work for Buyer upon a showing of evidence of satisfactory completion of an approved rehabilitation program and proof of a negative testing result.

f. Documentation:

- 1) Contractor Substance Abuse Program - Each Bidder should submit a copy of their program with their Proposal. In addition, the Responsible Seller Employee should be identified. As used herein, a Responsible Seller Employee shall be an Employee who will be responsible for receiving and maintaining test results in a confidential manner.
- 2) The Buyer's Representative and Responsible Buyer Employee will be identified at the bid clarification meeting.
- 3) Pre-employment Screening:
  - a) The Seller shall provide Buyer with a written notification that all Employees performing work for Buyer have been subject to a program approved by Buyer and are substance free (Attachment **Exhibit A-2**).
  - b) The Responsible Seller Employee shall notify the Responsible Buyer Employee in a confidential manner of any positive results.

- c) The Seller shall furnish a listing of Social Security Numbers for all personnel brought on site immediately to the Buyer's Representative to be forwarded to the Responsible Buyer Employee for verification (against the list of current positives) that there have been no previous positive results within the last 12-month period. If any previous positive results are identified from any project at Buyer's facility, the Responsible Buyer Employee notifies the Responsible Seller Employee in a confidential matter. It is the Seller's responsibility to notify the Employee's union representative.
- 4) Reasonable Cause or Accident/Safety Violation:
- a) The Seller shall maintain a record of all test results in accordance with all applicable laws, rules, and regulations. Such results shall be made available to Buyer only on a need-to-know basis.
  - b) The Seller shall notify union representation of any disciplinary action taken due to substance abuse, and a record of any positive test results and a copy of documentation are available only on a need-to-know basis.

February, 23, 2004 Revision Date by Debra West, HR and Janet Reid, Nurse

| Collection & Examination Sites   | DOT and Non-Dot<br>Drug & Breath<br>Alcohol | DOT<br>Pro-Employment<br>Corp. Health<br>Examinations |
|--|---|---|
| Aestique Executive Healthcare or Medical Center<br>One Aesthetic Way<br>Greensburg, PA 15601<br>Contact: Michelle Sloan<br>724-832-7555 / Fax 724-832-7588   |   | Corporate Health<br>Exams Only                        |
| A.D.S. Occupational Health<br>Alcohol & Drug Screening, Inc.<br>110 Feather Bed Lane<br>Winchester, VA 22801<br>Contact: Jeanette H. Dooley/Judy White<br>540-667-7236 / Fax 540-667-7238          | X   |   |
| Allegheny Valley Hospital<br>Occupational Health<br>1301 Carlisle Street<br>Natrona Heights, PA 15065<br>Contact: Karen Madoni, RN COHN<br>724-226-7045 / Fax 724-226-7416                         | X   | X<br>No Corporate Health                              |
| Antietam Health Link, Inc.<br>6000 Letterkenny Road<br>Building 500, Suite #120<br>Chambersburg, PA 17201<br>717-267-0162<br>(Office Open Tues. and Thurs.-Daytime)                                | X<br>No Breath Alcohol                      | X<br>No Corporate Health                              |
| Antietam Health Link, Inc.<br>5 Roadside Avenue<br>Waynesboro, PA 17268<br>Contact: Michael J. Brown, D.O./Kay Brown<br>717-765-8138 / Fax 717-765-8159  | X   | X<br>No Corporate Health                              |
| Antietam Occ. Medicine<br>11110 Medical Campus Road, Suite 107<br>Hagerstown, MD 21742<br>Contact: Evie Baer, Office Manager<br>301-714-4420 / Fax 301-714-4415                                    | X   | X   |
| Armstrong Occupational Health<br>Medical Arts 600 Suite 650<br>One Nolte Drive<br>Kittanning, PA 16201<br>Contact: Linda Wylie, R.N.<br>724-543-8116 (M-F 8:30 a.m.-5:00 p.m.)<br>Fax 724-543-8534 | X   | X<br>No Corporate Health                              |
| Braxton County Memorial Hospital<br>100 Hoytman Drive<br>Gassaway, WV 26224<br>Contact: Linda Knapp<br>304-364-1037 / Fax 304-364-5809   | X   | X<br>No Corporate Health                              |

| Collection & Examination Sites   | DOT and Non-Dot<br>Drug & Breath<br>Alcohol | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations |
|--|---|---|
| <p>Brownsville General Hospital<br/>125 Simpson Road<br/>Brownsville, PA 15417<br/>Contact: Lisa Orris<br/>724-785-1753</p>  | <p>X<br/>No Breath Alcohol</p>              |   |
| <p>Business Health Services (City Hosp.)<br/>Dorothy A. McCormack Cancer Treatment<br/>and Rehabilitation Center<br/>2000 Foundation Way, Suite 2200<br/>Martinsburg, WV 26401<br/>Contact: Kenda Rogers, RN<br/>(Hours 7:00 a.m.-5:00 p.m.)<br/>304-264-1247 / Fax 304-264-1320</p> | <p>X</p>                                    | <p>X<br/>No Corporate Health</p>                      |
| <p>Business Plus Healthcare<br/>(South Hills Medical Bldg. Suite 502)<br/>Jefferson Hospital<br/>P. O. Box 18119<br/>Pittsburgh, PA 15236<br/>Contact: Regis Noroski<br/>412-469-5983 Scheduling 7:00 a.m. - 4:00 p.m. M-F /<br/>Fax 412-469-5948</p>                                | <p>X</p>                                    | <p>X<br/>No Corporate Health</p>                      |
| <p>Butler Medical Associates<br/>20421 Route 19<br/>Cranberry Township, PA 16066<br/>Contact: Dianne Scalamogna/Judy Frederick<br/>724-776-3080 / Fax 724-776-1340</p>   | <p>X</p>                                    | <p>X<br/>No Corporate Health</p>                      |
| <p>Butler Medical Associates (Butler Main Office)<br/>1022B North Main Street<br/>Butler, PA 16001 (Main Office)<br/>Contact: Lisa Weckerly/Jean Bianco<br/>724-282-7910 / Fax 724-282-2816<br/>724-282-1010 Scheduling</p>  | <p>X</p>                                    | <p>X<br/>No Corporate Health</p>                      |
| <p>Centre Community Hospital<br/>1800 East Park Avenue<br/>State College, PA 16803<br/>Contact: Emma Smith<br/>814-231-7094 Occupational Health<br/>814-234-8106 Scheduling appts.</p>   | <p>X</p>                                    | <p>X</p>  |
| <p>Clarion Hospital Occupational<br/>Health Service (Health Works)<br/>One Hospital Drive<br/>Clarion, PA 16214<br/>Contact: Leigh Ann Hewitt, Occ. Mgr.<br/>814-226-1396 (7:30 a.m.-4:00 p.m. M-F)<br/>Fax 814-226-1497</p>   | <p>X</p>                                    | <p>X<br/>No Corporate Health</p>                      |

| Collection & Examination Sites   | DOT and Non-Dot<br>Drug & Breath<br>Alcohol | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations |
|--|---|---|
| <p>Davis Memorial Hospital, Inc.<br/>P. O. Box 1484<br/>Elkins, WV 26241<br/>Contact: Robin Rowan, Dr. John Vetch<br/>304-637-3265 / Beeper 304-362-7501<br/>Fax 304-637-3779</p>  | X   | X<br>No Corporate Health                              |
| <p>Dubois Hospital Occ. Health Ctr.<br/>West Side, 100 Hospital Avenue<br/>P. O. Box 447<br/>Dubois, PA 15801<br/>Contact: Connie Mowrey<br/>814-375-3000 Fax 814-375-3346</p>   | X   | X<br>No Corporate Health                              |
| <p>Elk Regional Health System<br/>89 Hospital Street<br/>Ridgway, PA 15853<br/>Contacts: Lab Mgr. Carol Yankovich<br/>Jane Eagen, LPN<br/>814-788-5800 Fax 814-788-5690</p>  | Drug and Alcohol—<br>No Breath Alcohol      | X   |
| <p>Fairmont Clinic<br/>Fairmont Medical Group<br/>P. O. Box 1112<br/>Fairmont, WV 26554<br/>Contact: Peg Toothman<br/>304-366-0700 Fax 304-366-0529</p>  | X   | X   |
| <p>Fairmont General Hospital<br/>1325 Locust Avenue<br/>Fairmont, WV 26554<br/>Contact: Brian Pulice<br/>304-387-7544 / Beeper 304-362-6221<br/>Fax 304-367-7148</p>   | X   | X<br>No Corporate Health                              |
| <p>Fairmont Physicians, Inc.<br/>Rife Medical Arts Building<br/>811 Pike Street<br/>Shinston, WV 26431<br/>Contact: Heather Bailey<br/>304-592-0992 Fax 304-592-0993</p>   |   | Corporate Health<br>Only                              |
| <p>Fay West Occ. Health Services<br/>(Pamela Gianni, M.D., M.P.H.)<br/>R. D. #6, Box 2654 Rt. 819S<br/>Mt. Pleasant, PA 15666<br/>(Hours 9:00 a.m.-5:00 p.m. M &amp; Th<br/>7:00 a.m. - 3:00 p.m. T, W, &amp; F)<br/>Contact: Brandy Mayhale/Dawn Miller<br/>724-547-4957 / Fax 724-547-4959</p> | X<br>No Breath Alcohol                      | X   |

| Collection & Examination Sites  | DOT and Non-Dot<br>Drug & Breath<br>Alcohol | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations  |
|---|---|--|
| Frederick Occ. Health Service<br>1560 Opossumtown Pike<br>Frederick, MD 21702<br>Contact: Carolyn Cable<br>301-698-3000 / Fax 301-698-3003  | X   | X<br>No Corporate Health   |
| Frick Hospital & Community Health Center<br>508 South Church Street<br>Mt. Pleasant, PA 15666<br>Contact: Dick Frey<br>724-547-1050 / Fax 724-547-1666<br>Call Lab after hours (724-547-1255)   | X<br>(24 hours)                             |  |
| Frostburg Health Center<br>10701 New George's Creek Road<br>Frostburg, MD 21532<br>Contact: Susie Thrasher<br>301-689-3229 / Fax 301-689-1129   | X   | X<br>No Corporate Health   |
| Hagerstown Medical Lab<br>747 Northern Avenue<br>Hagerstown, MD 21740<br>Contact: No contact needed - whoever answers<br>301-790-8670 Fax 301-790-3707  | X   |  |
| Hampshire Memorial Hosp., Inc.<br>549 Center Avenue<br>Romney, WV 26757-1199<br>Contact: Jeanette McCauley-Saville<br>304-822-5817 Fax 304-822-7809   | X   | X<br>No Corporate Health   |
| HEALTHSOUTH Nittany Valley<br>Rehabilitation Hospital<br>650 W. College Avenue<br>Pleasant Gap, PA 16823<br>Contact: Cindy Parks 814-234-1986 M-W / 814-359-3421 Ext. 752 T-Th-F<br>Stephanie Wesolowski 814-359-3421<br>Fax 814-359-5898 | X   | X<br>No Corporate Health   |
| Hampfield Medical Park<br>870 Weatherwood Lane<br>Mt. Pleasant Road<br>Greensburg, PA 15601<br>Contact: Kathy Dobrosky, Diagnostic Associates<br>724-853-1610 Fax 724-853-1614  |   | X<br>Corporate Health Only<br>(diagnostic testing<br>and physical exam)<br>Sigmold at Latrobe<br>Hospital. |

| Collection & Examination Sites   | DOT and Non-Dot<br>Drug & Breath<br>Alcohol                              | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations |
|--|--|---|
| Institute of Occupational &<br>Environmental Health<br>3801 Health Sciences South<br>P. O. Box 8180<br>Morgantown, WV 26506<br>Contact: Carolyn Bolyard/Chris Garbart<br>304-293-3693 / Fax 304-293-2629<br>Reference <u>must</u> be made when scheduling appts:<br>UHA Med. Records #52508320 | No Reasonable Cause<br>or Random Drug<br>Testing—<br>Pre-Employment Only | X<br>No Corporate Health                              |
| Marietta Memorial Hospital<br>401 Matthew Street<br>Marietta, OH 45750<br>Contact: Bonnie McGowan/Janel Campbell<br>740-374-4915 Fax 740-374-4977  | X<br>Drug tests may be<br>scheduled after hours<br>for random testing.   | X<br>No Corporate Health                              |
| MedBrook Medical Center<br>1370 Johnson Avenue<br>Bridgeport, WV 26330<br>Contact: Beth Belcastro/Cassandra Boyles<br>304-842-7495 / Emergency 304-842-7188<br>Fax 304-842-7578  | X  | X   |
| WPHC At Delmont<br>Westmoreland Primary Health Center<br>421 Route 22<br>Delmont, PA 15626<br>Contact: Sue O'Nam<br>724-468-8764 / Fax 724-468-8785  | X  | X<br>No Corporate Health                              |
| WPHC at Irwin<br>Westmoreland Primary Health Center<br>8337 Lincoln Way West<br>Irwin, PA 15642<br>Contact: Marcy Cindric<br>724-864-7720 Fax 724-864-4614   | X  | X<br>No Corporate Health                              |
| WPHC at Mt. View<br>Westmoreland Primary Health Center<br>R. D. #8, Box 130M<br>Greensburg, PA 15601<br>Contact: Melanie Russell<br>724-834-2525 Fax 724-834-6171  | X  | X<br>No Corporate Health                              |
| WPHC At Youngwood<br>Westmoreland primary Health Center<br>505 N. Fourth Street<br>Youngwood, PA 15697<br>Contact: Regina Kirtz<br>724-925-3300 Fax 724-925-1690   | X  | X<br>No Corporate Health                              |

| Collection & Examination Sites  | DOT and Non-Dot<br>Drug & Breath<br>Alcohol | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations |
|---|---|---|
| Mid-Ohio Valley Medical Assoc.<br>604 Ann Street<br>Parkersburg, WV 26101<br>Contact: Lisa Nuff/Robin Lyons<br>304-485-3300 Fax 304-485-3317                                  | X<br>No Breath Alcohol                      | X<br>Must schedule<br>appointment                     |
| Monongahela Valley Hospital, Inc<br>Country Club Road<br>Monongahela, PA 15063<br>Contact: Janet Kuhn, RN<br>724-258-1224 Fax 724-258-5075                                    | X   | X<br>No Corporate Health                              |
| Monongalia Hospital<br>1200 J.D. Anderson Drive<br>Morgantown, WV 26505<br>Contact: Lavora Price/Bonnie McMillan<br>304-598-1251 Fax 304-598-1256                             | X<br>Drug Collection Only<br>(24 hrs.)      |   |
| Mt. Top Medical Center<br>P. O. Box 77<br>Mt. Storm, WV 26739<br>Contact: Dixie Collette<br>304-693-7616 Fax same as telephone  | X   | X<br>No Corporate Health                              |
| Page Health Care<br>125 Memorial Drive<br>Luray, VA 22835<br>Contact: Clara Layman<br>540-743-1532 / Fax 540-743-1288   | X   | X   |
| Page Memorial Hospital<br>200 Memorial Drive<br>Luray, VA 22835<br>Contact: Bonnie J. Frye, RN (Marketing)<br>540-743-4561 Ext. 222 / Fax 540-743-9560                        | X   |   |
| Potomac Valley Hospital<br>187 South Mineral Street<br>Keyser, WV 26726<br>Contact: Cindy Wilson, RN<br>304-788-3141 / Fax 304-788-0141                                       | X   | X<br>No Audiograms<br>No Corporate Health             |
| Preston Memorial Hospital<br>300 South Price Street<br>Kingwood, WV 26537<br>Contact: Jolinda Stemple or Kelly Jeffries<br>304-329-4702 (Kelly - Ext. 305) / Fax 304-329-1175 | X   | X<br>No Corporate Health                              |
| St. Joseph Occupational Health<br>P. O. Box 327<br>Parkersburg, WV 26102<br>Contact: Robert Spencer<br>304-424-4229 / Pager 304-420-6390                                      | X   | X<br>No Corporate Health                              |

| Collection & Examination Sites   | DOT and Non-Dot<br>Drug & Breath<br>Alcohol  | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations  |
|--|--|--|
| <p>St. Joseph Medical Plaza<br/>10 Amalia Drive<br/>Buchannon, WV 26201<br/>Contact: Linda Lantz 304-473-2208<br/>Lab: Michael Walton 304-473-2042</p>   | <p>X<br/>(24 hrs.)</p>   | <p>X<br/>No Corporate Health</p>   |
| <p>Elk Regional Health Center<br/>763 Johnsonburg Road<br/>St. Marys, PA 15857<br/>Contact: Sharon K. Woge, BAT, Occ. Health<br/>814-788-8585 / Fax 814-788-8046</p>   | <p>X</p>   | <p>X<br/>No Corporate Health</p>   |
| <p>Summit Health/Waynesboro Hospital<br/>501 E. Main Street<br/>Waynesboro, PA 17268<br/>Contact: Jerrin Shanholtz, Sales Rep.<br/>717-267-4874 / Pager 301-293-3845<br/>Cellular 301-667-9210 / Fax 717-267-6368<br/>Lab Mgr. David Meeder 717-765-4000 Ext. 6313</p> | <p>X</p>   | <p>Use Antietam Health<br/>Link for Pre-<br/>Employment DOT<br/>exams.<br/>No Corporate Health</p> |
| <p>Trinity Workcare<br/>3203 Johnson Road<br/>Steubenville, OH 43952<br/>Contact: Pam Vukelich<br/>740-264-4250 / Fax 740-264-0148</p>   | <p>X<br/>Drug screening M-F 8-4.<br/>After hours, 740-284-2154.<br/>After the beep tone, you<br/>must dial number where<br/>you can be reached;<br/>otherwise call hospital<br/>operator at<br/>740-284-8000</p> | <p>X<br/>No Corporate Health</p>   |
| <p>Urgent Care Center<br/>607 East Jubal Early Drive<br/>Winchester, VA 22601<br/>Contact: Kelly Macher 540-722-0691<br/>Diane M. Hearne, RN 540-722-4525<br/>Fax 540-722-0683</p>   | <p>X</p>   | <p>X<br/>No Corporate Health</p>   |
| <p>Warren Memorial Hospital<br/>1000 Shenandoah Avenue<br/>Front Royal, VA 22630<br/>Contact: Denise Eastham<br/>540-636-0259 / Drug Screen Only 540-636-0280<br/>Fax 540-636-0124</p>   | <p>X</p>   | <p>X<br/>No Corporate Health</p>   |
| <p>Washington Hospital<br/>Occupational Medical Center<br/>95 Leonard Avenue<br/>Washington, PA 15301<br/>Contact: Denise Garvey, RN<br/>724-223-3528 / Fax 724-229-2401</p>   | <p>X</p>   | <p>X<br/>No Corporate Health</p>   |
| <p>Waynesboro Hospital - See Summit Health</p>   |  |  |

| Collection & Examination Sites  | DOT and Non-Dot<br>Drug & Breath<br>Alcohol                  | DOT<br>Pre-Employment<br>Corp. Health<br>Examinations |
|---|--|---|
| Weirton Medical Center<br>601 S. Colliers Way<br>Weirton, WV 26062<br>Contact: John Kopcha 304-797-6110<br>Linda Hoge 304-797-6028                        | X  |   |
| Westmoreland Regional Hospital<br>532 W. Pittsburgh Street<br>Greensburg, PA 15601<br>Lab: 724-832-4365 (D&A)<br>Contact: Donna Barkey Supv. 724-832-4896 | X<br>Reasonable Cause and<br>Post Accident Only<br>(24 hrs.) |   |
| WorkWell Wellness Center<br>St. Francis Central Hospital<br>1200 Centre Avenue<br>Ninth Floor, Suite 970<br>Pittsburgh, PA 15219<br>Fax 412-471-3799      |  | Corporate Health Only                                 |

\*\*\* In case of emergency, if unable to reach one of the above sites near you, call:  
**SPECTRUM MEDICAL SERVICES, INC.**  
 1-800-253-6077

4/26/00

# **Appendix # 10**

## **GUIDELINES FOR BIDDING VIA POWERADVOCATE**

Bidding is performed via the internet using an electronic sealed bid format. PowerAdvocate, a third party sourcing consultant contracted by Allegheny Energy, will serve as the Host for bidding. This will not be a reverse auction type bid; instead the PowerAdvocate Platform will provide the means to transfer and communicate your questions and proposal to Allegheny Energy personnel.

All questions, comments, clarification requests, etc. shall be directed to the following.

|                            |   |
|----------------------------|---|
| PowerAdvocate Website      | <a href="http://www.poweradvocate.com">www.poweradvocate.com</a>  |
| PowerAdvocate Contact:     | <a href="mailto:support@poweradvocate.com">support@poweradvocate.com</a><br>(Website questions ONLY)                |
| Allegheny Energy Contacts: | Barbara Crowe (General RFQ questions)<br><a href="mailto:bcrowe@alleghenyenergy.com">bcrowe@alleghenyenergy.com</a> |

All responses must be received by October 30, 2009 by 4:00 PM EDT.

Proposals will not be considered unless they are completed and presented via the PowerAdvocate web site. All Commercial and Pricing Datasheets must be submitted. If a bidder would like to enter additional bids, or chooses to expound upon any of their bids, they may upload documents on tab #2 (upload proposals).

Allegheny Energy reserves the right to reject any proposal as incomplete which does not include the required submittals.

Clarifications and questions may be sent via email to Barbara Crowe ([bcrowe@alleghenyenergy.com](mailto:bcrowe@alleghenyenergy.com)) before the bid closes. The information will then be distributed to the correct personnel. Once a response has been developed, it will then be posted to the website as Questions and Answers for all participating vendors review. Once posted, a notification email will be distributed.

It is the vendor's responsibility to maintain diligence in monitoring the posting of Questions and Answers to the web site as well as any additional information uploaded as modifications made to the platform. PowerAdvocate strongly recommends that the vendor registers all personnel associated with the successful bid of this RFQ.

Please have anyone you believe is critical to your team register with [www.poweradvocate.com](http://www.poweradvocate.com). If you are a Representative of a company, please register under your corporate name. When registering, please include the product you will be representing in this RFQ. Any additional personnel that register from your organization (administrative assistants, engineers, manufactures, sales personnel etc.) are required to include the following information:

1. The Company (AE) and the Product (Current Transformer and Voltage Transformers) they would like to have access to.
2. The Company or Team with whom they are associated (include the name of the lead person for this RFQ)
3. Their Role on the team

Please carefully review the following guidelines and terms that apply to this RFQ. Submission of the Intent to Respond Field will be interpreted as an understanding and acceptance of these guidelines and terms:

1. Disclaimer - This is not a contract offer by Allegheny Energy; a bidder's response to this RFQ is not binding in any way. For bidder's right to withdraw its response, see section entitled "Right of Withdrawal." Any costs incurred in responding to this RFQ are the responsibility of the bidder.
2. Right of Rejection / Acceptance - AE team reserves the right to reject any or all responses, to accept any response or to select any combination of responses. AE reserves the right to waive any irregularity contained in any response. No response will be accepted unless the AE project team specifically invited the Bidder to respond.
3. Right of Withdrawal - Response may be withdrawn at any time prior to the RFQ Proposal Due Date. A response may not be withdrawn on the RFQ Due Date or within 60 days following such date.
4. Award Of Contract - To the extent that a contract is awarded, it will be awarded to the company deemed best suited for the project, in its sole discretion, to meet the project's needs. AE reserves the right to either place the entire order with one supplier, or to split it among several suppliers.
5. Volumes and Business Profile - All volumes and business profiles are projections only. Both volumes and business profiles may change due to changes in the AE's business strategy or external business conditions.
6. Legal Authority - The proposals sent in response to this RFQ must be signed by a person having legal authority to bind the bidder.
7. Bidder Selection and Presentations - Following our analysis of all RFQ responses received, finalists may be asked to give a capability presentation to the sourcing team.
8. AESC General Terms and Conditions - AESC General Terms and Conditions shall apply unless specific exceptions are taken to them.

RECEIVED

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



Collaborative Sourcing

Supplier Quick Start Guide

PowerAdvocate Collaborative Sourcing enables Suppliers to submit proposals in response to Buyers RFPs over a web-based sourcing platform.

Logging in to PowerAdvocate Collaborative Sourcing

Existing users do not need to re-register on PowerAdvocate Collaborative Sourcing. Simply log in to access the platform. Please note that the Bid Event Coordinator must designate you as a participant for each bid before the event appears on your Dashboard. If you cannot access a particular bid, please notify the Bid Event Coordinator.

- > Direct your browser to: <http://www.poweradvocate.com/>.
- > Click on the orange "LOGIN" button.
- > Enter your user name and password and click "Login" (usernames and passwords are case-sensitive)
- > Your browser will take you to the PowerAdvocate Sourcing Dashboard.

Forgot User Name or Password?

If you have forgotten your user name and/or password, click on the "Forgot User Name or Password?" link, enter your e-mail address and click "Request Password".

Bid Event Dashboard

The Bid Event Dashboard lists all of your bids, segmented by "Open", which are above the line, and all others ("Pending", "Post Bid", and "Complete") which are below the line.

| Offering / Buyer                                    | Open                    | Close                   | Download RFP | Upload Proposal | Commercial | Technical | Pricing |
|---|-------------------------|-------------------------|--------------|-----------------|------------|-----------|---------|
| Distribution Transformer - Round 2<br>PowerAdvocate | 04/20/07<br>1:00 AM EDT | 04/27/07<br>4:00 AM EDT | 1            | 2               | 3          | 4         | 5       |
| Distribution Transformer<br>PowerAdvocate           | 01/17/06<br>8:00 AM EST | 02/01/06<br>4:30 PM EST | 1            | 2               | 3          | 4         | 5       |

- > To view details of a specific bid, click on the Tab 1, 2, 3, 4 or 5. Your browser will take you to the appropriate page.

Tab 1: Download RFP

All bid documents, including commercial and technical specifications, and engineering drawings, are centrally stored on the platform. To view bid documents, click on Tab 1 for the event.

Distribution Transformer: Round 2 (View Round 1 | Round 3) PowerAdvocate

Open: 04/20/07 01:00 AM EDT Close: 04/27/07 04:00 AM EDT Time Remaining: 6 days 13 hours 16 mins 6 secs

Buyer Contact: Joe Lereague 60

1. Download RFP | 2. Upload Proposal | 3. Commercial Data | 4. Technical Data | 5. Pricing Data

| Expand All                             | Expand Selected Items     | Print All  |        |       |                            |           |                          |
|--|---------------------------|------------|--------|-------|----------------------------|-----------|--------------------------|
| <b>Addenda</b>                         |                           |            |        |       |                            |           |                          |
| Documents Description                  | Created From<br>File Name | Issue Date | Rev ID | Rev # | File Name                  | File Size | Download                 |
| <input type="checkbox"/> Add to Bidder | ✓                         | 1/10/06    |        |       | Issue is Bid doc           | 27 KB     | <input type="checkbox"/> |
| <b>Technical Information</b>           |                           |            |        |       |                            |           |                          |
| Documents Description                  | Created From<br>File Name | Issue Date | Rev ID | Rev # | File Name                  | File Size | Download                 |
| <input type="checkbox"/> Loss Calc     | ✓                         | 1/10/06    |        |       | Loss Calc (Brown) xls      | 11 KB     | <input type="checkbox"/> |
| <input type="checkbox"/> Spec          | ✓                         | 1/10/06    |        |       | IssuingGCPspec11-01-07.pdf | 9 KB      | <input type="checkbox"/> |

- > Once the bid open time has passed, suppliers will be able to access the RFP Documents.
- > To view or download a document, click on the file name link. You will be prompted to open or save the file.

- > To download multiple documents, select the box next to the file names. Click "Download Selected Files", and a small window will appear that states: Click "Start" to begin the download process. A zip file will then be created with the selected files. Click "Start", and you will be prompted to open or save the zip file. Click "Save".
- > To download all documents, click "Select All". Click "Download Selected Files" and follow instructions above.

## Tab 2: Upload Proposals

To upload your proposal documents, click on Tab 2.

Distribution Transformer: Round 2 (View Round 1 | Round 2)  
 Open: 04/07/2019 09:00 AM EDT Close: 04/27/2019 04:00:00 AM EDT Time Remaining: 4 days 12 hours 1 min 49 secs  
 Buyer Contact: Joe Leungman (C) PowerAdvocate

1. Download RFP 2. Upload Proposal 3. Commercial Data 4. Technical Data 5. Pricing Data

**Submit Bid Proposal**

Select Document Type: [Dropdown] Document Description: [Text] Issue Date: [Dropdown] Reference ID: [Text] Revision A: [Text]

Select File (Click "Browse" to Select File and "Submit Document" to Begin Upload)

[Browse] [Submit Document]

**Bid Submissions**

| Document Description                      | Created From | Issue Date | Self ID | Rev # | File Name | File Size | Upload Date | Actions |
|---|--------------|------------|---------|-------|-----------|-----------|-------------|---------|
| Technical Data - Distribution Transformer | Copy From    | Issue Date | Self ID | Rev # | File Name | File Size | Upload Date | Actions |
| Technical Data - Distribution Transformer | Copy From    | Issue Date | Self ID | Rev # | File Name | File Size | Upload Date | Actions |

1. Download RFP 2. Upload Proposal 3. Commercial Data 4. Technical Data 5. Pricing Data

- > To upload a document, specify a document type, document description, and reference and/or revision numbers, if applicable. Click "Browse", locate the document on your computer, and click "Open". Click "Submit Document".
- > Depending on the size of the file and the speed of your internet connection, the document may take some time to upload.

## Tabs 3, 4 and 5: Commercial, Technical and Pricing Datasheets

To view the Commercial, Technical or Pricing datasheet, click on the "Commercial", "Technical", or "Pricing" tab.

1. Download RFP 2. Upload Proposal 3. Commercial Data 4. Technical Data 5. Pricing Data

1. Commercial Data 2. Commercial Data

Save Data: your submission can be changed starting at 10:00 AM on 04/27/2019. If you click this page without saving a file, you will lose all unsaved data.

**Pre-Bid Meeting Attendance**  
 Will you be attending the Pre-Bid Meeting?  Yes  No

**Site Visit Attendance**  
 Will you be attending the site visit?  Yes  No

**Contact Information**

Firm Contact: [Text] Phone Number: [Text] Mobile Number: [Text] E-Mail Address: [Text]

- > Suppliers should upload enter/save data over the course of the Bid Open period. Once the Bid Close time passes, supplier data is automatically submitted...there is no "Submit" button.
- > Once the bid closes, suppliers are normally unable to submit additional data within the datasheets. However, supplier may submit additional documents, which appear in red text.
- > Some events may not have certain tabs, if the Buyer did not create them. For example, there may not be a Technical tab (Tab 4) for certain events.
- > To view a printer-friendly version of a datasheet, click on the printer icon, located in the upper right corner.

## Send Email to Bid Event Coordinator

To send an email to the Bid Event Coordinator, click on the envelope icon to the right of "Buyer Contact".

Distribution Transformer: Round 2 (View Round 1 | Round 2) PowerAdvocate  
Open: 04/13/07 03:07:00 AM EDT Case: 04/27/07 04:00:00 AM EDT Time Remaining: 5 days 12 hours 33 mins 12 secs  
Buyer Contact: Joe Levesque ES

1. Download RFP | 2. Upload Proposal | 3. Commercial Data | 4. Technical Data | 5. Pricing Data

Save Data Your information can be changed after it is saved. If you leave the page without saving files, you will lose all unsaved data.

### Manufacturer's Data Sheet

General Information

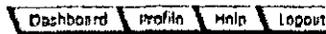
To Manufacturer:

Primary:

- > Messages are saved within the users default email program (Outlook, etc.).
- > Replies will be received directly to your email address.

## Additional Help

For additional help, access the Help System by clicking the Help link in the Navigation Bar



- > The user guide and training materials can be downloaded from the help system.
- > Call PowerAdvocate support at 857-453-5800 or email [support@poweradvocate.com](mailto:support@poweradvocate.com)
- > PowerAdvocate support is available from Mon-Fri, during regular business hours (EST)

Notes:

FOR UPS SHIPPING ONLY 

From: Origin ID: CVAA (724) 838-6738  
John Munsch  
Allegheny Power  
800 Cabin Hill Drive  
  
Greensburg, PA 15601



J1P141062278224

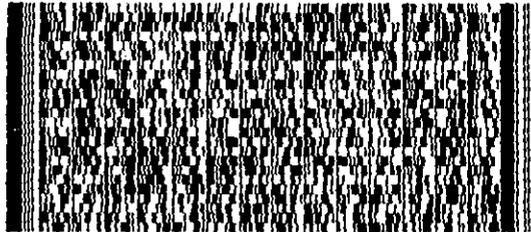
SHIP TO: (724) 838-6738 **BILL SENDER**  
**James J. McNulty, Secretary**  
**Pennsylvania Public Utility Commiss**  
**400 NORTH ST**  
**COMMONWEALTH KEYSTONE BLDG**  
**HARRISBURG, PA 17120**

Ship Date: 23APR10  
ActWgt: 1.5 LB  
CAD: 8924375/NET3010

Delivery Address Bar Code



Ref # 4001-100077-43000818  
Invoice #  
PO #  
Dept #



TRK# 7985 9886 3751  

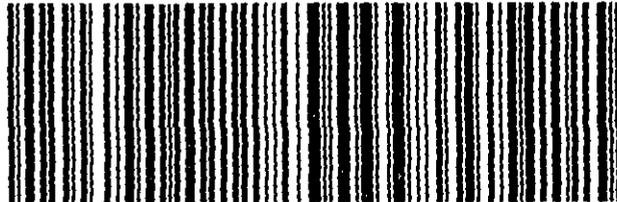

MON - 26 APR A1  
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