



LEGAL SERVICES

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

VIA FEDEX NEXT DAY

July 15, 2010

Rosemary Chiavetta, 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 Chiavetta:

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

The contract is for the provision of evaluation, measurement and verification of Act 129 programs. The contract was awarded pursuant to a competitive bidding process.

Background investigation reports on subcontractor employees are not included in the filing but are available on request. The reports were without adverse findings.

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

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Act 129 Contract

Vendor: PA Consulting Group, Inc.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Vendor Address: 1700 Lincoln St., Suite 4600
Denver, CO 80203-4509

Scope of Work: Evaluation, Measurement and Verification (EM&V) of Pennsylvania Act 129
Residential and Nonresidential Conservation Programs.

Table of Contents

	Included	Not Applicable *(Refer to Footnote)
SAP Contract	X	
Executed Non-Disclosure Agreement	X	
Valid Insurance Certificates	X	
Substance Abuse Policy	X	
Subcontracting Plan	X	
Safety and Health Commitment	X	
CSP Approval Verification	X	
Executed Non Affiliate Letter	X	
RFP Document w/ all Appendices (General Terms and Conditions are in appendices)	X	
Exceptions to General Terms and Conditions	X	
Background Investigations, (Only required if contractor will be working on AP/Customer Property or IT system)	* X	

* Background checks are for the Subcontractor, SAIC, who will be working with the customers.



Change to Contract
 ISSUED BY
Allegheeny Energy Service Corporation
an Allegheeny Energy company

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

Page 1 of 5
 Contract#
 4600002875

PA CONSULTING GROUP INC
 STE 4600
 1700 LINCOLN ST
 DENVER CO 80203-4509

Your Vendor Number with us
 10023486

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PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

Bill and Mail Invoices to :

Buying Company :

West Penn Power Company

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

Change to Contract

Purchasing Document	Date
4600002875	01-20-2010
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
01-25-2010	12-31-2013
Changed On 02-09-2010	

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, IN THE CORPORATE GOVERNANCE SECTION. IT IS ALSO AVAILABLE AT 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 Allegheeny 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 45 days Due Net

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: BM Crowe

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.

Vendor Copy

Change to Contract
ISSUED BY
 **Allegheny Energy Service Corporation**
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AGENT-FOR-BUYER
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Header text

BUYER:
WEST PENN POWER COMPANY d/b/a ALLEGHENY POWER

SEND INVOICES TO:
DISBURSEMENT ACCOUNTING
800 CABIN HILL DRIVE
GREENSBURG, PA 15601

This change order on 02/01/10 is issued to correct the start date to 01/25/2010 in the original contract language and to attach a revised rate sheet to include all the quoted rates effective through 05/31/10. Rates are subject to annual escalation, not to exceed 3%, on June 1 of each year the contract is in effect.

**EVALUATION, MEASUREMENT AND VERIFICATION OF PA ACT 129
RESIDENTIAL AND NONRESIDENTIAL CONSERVATION PROGRAMS
BLANKET CONTRACT**

This blanket contract is issued for the Evaluation, Measurement and Verification (EM&V) of Pennsylvania Act 129 Residential and Nonresidential Conservation Programs. Work is expected to begin on 01/25/2010 and continue through 12/31/2013.

Vendor is required to be an approved and registered CSP with the PA PUC and provide documentation of 3 years experience in providing program administration and management services.

Services under this contract will be per the Scope of Work in Request for Proposal of Evaluation, Measurement, and Verification of Pennsylvania Act 129 Residential and Non-Residential Conservation Programs, revised October 24, 2009.

As part of this contract, Seller is required to conduct a thorough background investigation of all personnel, including subcontractors, who will be working on Allegheny Power property or Allegheny customer's property.

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

All work shall be provided on a time and material basis and work will not be released to exceed Allegheny's approved budget. Buyer does not guarantee any particular expenditure on this contract.

PAYMENT TERMS NET 45 DAYS.

Allegheny Energy Service Corporation General Terms and Conditions shall apply as modified by the attached Addendum to Allegheny Power General Terms and Conditions for PA Consulting Group, Inc., Contract dated January 20, 2010.

Buyer reserves the right to cancel this contract in its entirety upon thirty (30) days written notice with no cancellation cost or penalty to buyer.

Incorporated by reference and made a part of this contract are the following documents:

1. PowerAdvocate event 20283 Evaluation, Measurement and

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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Verification of PA Act 129 programs (BMC482-S).

2. Request for Proposal of Evaluation, Measurement, and Verification of Pennsylvania Act 129 Residential and Non-Residential Conservation Programs, revised October 24, 2009.

3. Allegheny Energy Service Corporation General Terms and Conditions as modified by the Addendum to Allegheny Power General Terms and Conditions for PA Consulting Group, Inc., Contract dated January 20, 2010.

4. PA Consulting Group proposal dated 11/03/09 submitted via PowerAdvocate, with revised hourly rates per emails dated 01/07/10 from Bonnie Brandreth.

5. Safety and Health Commitment agreement.

6. Background Investigation Requirements and Agency Verification of Background Check Completion form.

7. Mutual non-disclosure agreement.

This contract is conditioned upon approval by the Pennsylvania Public Utility Commission approval of: (1) CSP registration; and (2) the contract. Should the PUC Staff not approve one or both of these conditions, this contract is void. However, execution of this contract is permitted before these approvals are received. The programs are scheduled to continue through plan year 2012 (May 2013).

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

Description : EM&V - PA

Required Date :

Purch. Req. Number : 10283768

Purch. Req. Item : 00010

The item covers the following services :

Service Item	Service Number	Service Description	Unit of Measure	Rate
10	3011486	UNSPECIFIED SERVICE		\$.00
20	3032211	PRINCIPAL ENGINEER/ANALYST V - SAIC		\$.00
30	3032212	PRINCIPAL ENGINEER/ANALYST IV - SAIC		\$.00

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Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
40	3032213			PRINCIPAL ENGINEER/ANALYST III - SAIC	\$.00
50	3032214			PRINCIPAL ENGINEER/ANALYST II - SAIC	\$	.00
60	3032171			PRINCIPAL ENGINEER/ANALYST I	\$	.00
70	3032215			SR. ENGINEER/ANALYST V - SAIC	\$	.00
80	3032172			SR ENGINEER/ANALYST IV	\$	.00
90	3032216			SR. ENGINEER/ANALYST III - SAIC	\$	.00
100	3032217			SR. ENGINEER/ANALYST II - SAIC	\$	.00
110	3032173			SR ENGINEER / ANALYST I	\$	.00
120	3032218			ENGINEER/ANALYST V - SAIC	\$	.00
130	3032174			ENGINEER / ANALYST IV	\$	.00
140	3032219			ENGINEER/ANALYST III - SAIC	\$	.00
150	3032175			ENGINEER / ANALYST II	\$	.00
160	3032220			ENGINEER/ANALYST I - SAIC	\$	.00
170	3032221			TECH/ADMIN II - SAIC	\$	.00
180	3032222			TECH/ADMIN I - SAIC	\$	.00
190	3032223			MANAGING CONSULTANT - PA	\$	.00
200	3032224			PRINCIPAL CONSULTANT - PA	\$	.00
210	3032225			CONSULTANT - PA	\$	.00
220	3032226			CONSULTANT ANALYST - PA	\$	.00
230	3032227			ANALYST - PA	\$	.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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240	3032228	SURVEY LAB COORDINATOR - PA	\$.00
250	3032229	PRINCIPAL - ADM	\$.00
260	3032230	DIRECTOR - ADM	\$.00
270	3032231	DIRECTOR II - ADM	\$	.00
280	3032232	SR. ASSOCIATE I - ADM	\$	.00
290	3032233	SR. ASSOCIATE II - ADM	\$	.00
300	3032234	SR. ASSOCIATE III - ADM	\$	.00
310	3032235	ASSOCIATE I - ADM	\$	.00
320	3032236	ASSOCIATE II - ADM	\$	.00
330	3032237	TECHNICIAN I - ADM	\$	.00
340	3032238	TECHNICIAN II - ADM	\$	.00
350	3032239	PRINCIPAL - INNOVOLOGIE	\$	.00
360	3032240	DIRECTOR - INNOVOLOGIE	\$	.00
370	3032241	ASSOCIATE - INNOVOLOGIE	\$	.00
380	3032242	CLERICAL - INNOVOLOGIE	\$	.00
390	3005050	MILEAGE-PER MILE	\$	.00

00020 AU \$0.00 \$0.00
 Description : Expenses
 Required Date :

Purch. Req. Number : 10283768 Purch. Req. Item : 00020

End of Change to 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.

Vendor Copy

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JUL 15 2010

ALLEGHENY ENERGY SERVICE CORPORATION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this 22 day of January, 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 PA Consulting Group, Inc. a New Jersey corporation, ("PA").

WHEREAS, PA 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 PA 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.

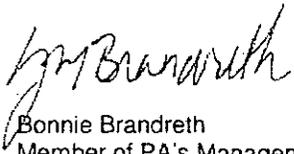
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as the case may be. This Agreement shall survive and shall not be affected by any termination of any commercial relationship between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

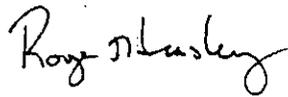
11. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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.



Bonnie Brandreth
Member of PA's Management Group
January 22, 2010



Roger J. Heasley
Director of Customer Management, Allegheny Power
January 25, 2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2010

PRODUCER MARSH USA, INC. 1255 23RD STREET NW 4th FLOOR WASHINGTON, DC 20037 Attn: SHARON HENNING J12525-PROF-09-10 202-263-7600	THIS CERTIFICATION 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.	
	INSURED PA CONSULTING GROUP, INC. ATTN: MS. YVETTE SPIRITO 10 CANAL STREET CAMBRIDGE, MA 02142	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Indemnity Co Of CT	
	INSURER C: Travelers Indemnity Co Of America	25666
	INSURER D: Travelers Prop. Casualty Co. of America	25674
	INSURER E: Lloyd's Of London Underwriters	

COVERAGES

8

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		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	P-630-1026C522-COF-09	11/01/2009	11/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P-810-8275B496-TCT-09	11/01/2009	11/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	PSM-CUP-2107C018-TIL-09	11/01/2009	11/01/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	PVYCHUB-9608B011-09 PEUB-8363C535-09 (CA)	11/01/2009 11/01/2009	11/01/2010 11/01/2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER PROFESSIONAL LIABILITY POLICY NOT CANCELABLE	QF112709	11/01/2009	11/01/2010	THE EQUIVALENT IN GBP OF AT LEAST \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALLEGHENY ENERGY SERVICE CORPORATION AND WEST PENN POWER COMPANY ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CLE-002512209-03

CANCELLATION

ALLEGHENY ENERGY SERVICE CORPORATION ATTN: EVENT RISK MANAGER 800 CABIN HILL DRIVE GREENSBURG, PA 15601-1689	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Timothy M. Sasser
---	--

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

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.

ADDITIONAL INFORMATION

CLE-002512209-03

DATE (MM/DD/YY)
02/02/2010

PRODUCER

MARSH USA, INC.
1255 23RD STREET NW
4th FLOOR
WASHINGTON, DC 20037
Attn: SHARON HENNING 202-263-7600
J12525-PROF-09-10

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

PA CONSULTING GROUP, INC.
ATTN: MS. YVETTE SPIRITO
10 CANAL STREET
CAMBRIDGE, MA 02142

INSURER F:

INSURER G:

INSURER H:

INSURER I:

TEXT

Producer for Professional Liability Policy No. QF112709
Marsh UK
Tower Place
London, EC3R 5BU England

CERTIFICATE HOLDER

ALLEGHENY ENERGY SERVICE CORPORATION
ATTN: EVENT RISK MANAGER
800 CABIN HILL DRIVE
GREENSBURG, PA 15601-1689

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Timothy M. Sasser



APPENDIX D: SUBSTANCE ABUSE PROGRAM (APPENDIX 9)

PA's human resources policies are designed to comply with the laws and regulations of the multiple jurisdictions in which we work, and drug screening is not included in our policies. PA maintains a drug-free workplace.

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JUL 15 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX B: SUBCONTRACTING PLAN, FORM 37-216 & 37-217 (APPENDIX 6)

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.

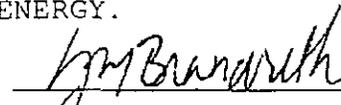
2. CAN THIS CONTRACT EQUAL OR EXCEED \$550,000?

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

3. WILL BIDDER SUBCONTRACT ANY PORTION OF THIS WORK?

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

Name Bonnie Brandreth

Signature 

Company PA Consulting Group, Inc. Date November 3, 2009

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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 contractor's planned subcontracting of all contracts on a company-wide ~~or division-wide~~ basis (contractor to indicate which).

As specified in the RFP, all cost information can be found in our separate pricing documents.

1. Total Procurement Dollars Planned To Be 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	0	0
Service-Disabled Veteran-Owned Small Business	0	0
Small Business	0	0
Small Disadvantaged Business	0	0
Veteran-Owned Small Business	0	0
Women-Owned Small Business	0	0

3. Contractor X 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:

No supplies or services are currently planned to be subcontracted to any of the above categories of vendors.

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

N/A

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:

Firms with which we have successfully collaborated on previous projects and who have the requisite skills and experience were approached.

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:

N/A

- 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:

We considered all known firms with experience conducting on-site measurement and verification of commercial and industrial equipment.

- 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.).

N/A

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: PA Consulting Group, Inc

Name: Bonnie Brandreth

Title: Member of PA's Management Group

Address: 6410 Enterprise Lane

Madison, WI 53719

Telephone Number: 1 608 316 3700

Duties: Leads Energy Efficiency Team in US. Responsible for technical and administrative direction of all projects.

Signature & Date:  11/3/09

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

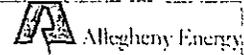
Any contractor who submits their own format of a Subcontracting Plan must incorporate the information prescribed in the Small Business Investment Act, 15 U.S.C. 637(d) 6. Review of the Subcontracting Plan will become part of the purchasing review. Failure to submit a Subcontracting Plan or failure to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

ALLEGHENY ENERGY SERVICE CORPORATION
SUBCONTRACTING PLAN PROVISIONS
FORM 37-216



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 subcontracts (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.

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- 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.

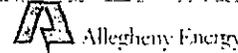
2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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.

ALLEGHENY ENERGY SERVICE CORPORATION
SUBCONTRACTING PLAN PROVISIONS
E.P.S. 57-2.17



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 C: SAFETY & HEALTH COMMITMENT (APPENDIX 8)Appendix # 8

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SAFETY AND HEALTH COMMITMENT
(In addition to the General Terms/Conditions)PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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:

PA Consulting Group, Inc.

Date:

November 2, 2009

PA PUC, CSP Verification

Company Name	Docket Number	Expiration Date	Contact Name	Contact Address	Contact Telephone	Contact Email
PA Consulting Group Inc.	A-2010-2155547	3/17/2012	Bonnie Brandreth	6410 Enterprise Lane, Suite 300, Madison, WI 53719	(608) 316-3620	bonnie.brandreth@paconsulting.com

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PA Consulting Group Inc.

March 8, 2010

Attn: Lark Lee

6410 Enterprise Lane #300

Madison, WI 53719

Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600002875

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) or 126 Mathews St, Suite 1000, Greensburg, PA 15601:

1. Legal name of the applicant PA Consulting Group, Inc.
2. Principal place of business 6410 Enterprise Lane, Suite 300, Madison, WI 53719
3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs

None

Sincerely

Eric R Rundy

Eric Rundy, Engineer
Customer Programs, Allegheny Power

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

West Penn Power Company

d/b/a Allegheny Power

Request for Proposal

of

Evaluation, Measurement, and Verification of

Pennsylvania Act 129 Residential and Non-Residential

Conservation Programs

October 02, 2009

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BIDDERS CONTRACT WORK INSTRUCTIONS
FORM 13-345 REV. 12

DATE
-10/02/2009

JOB TITLE	PA Act 129, EN&V RFP for BE&C Programs		
LOCATION	Allegheny Power, PA Service Territory		
QUOTATION	<input checked="" type="checkbox"/> Firm Price <input type="checkbox"/> Unit Price <input type="checkbox"/> Cost Plus <input type="checkbox"/> Risk Clause <input type="checkbox"/> Other Description: <u>Requesting pricing per year per program measure</u>		
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 <input type="checkbox"/> Drawing(s) _____ Drawing Nos. _____ <input checked="" type="checkbox"/> Other: <u>Scope of Work and Appendices</u>		
EXTRA WORK	Submit following: <input type="checkbox"/> Cost of Materials (Such as Mill Cost + %) <input type="checkbox"/> Unit Price Hourly Labor Rates (Both Straight & Overtime) <input type="checkbox"/> Cost Plus Hourly Labor Rates (Both Straight & Overtime) <i>NOTE TO BIDDER: For further details, see Cost Plus Extra Work Pricing List, Form 26-066 attached.</i> <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: NAME: <u>Eric Rundy</u> TELEPHONE NO.: <u>(724) -830-5431</u> LOCATION: <u>Greensburg, PA</u>		
FIELD INSPECTION	Site visitation & prebid discussion have been arranged for: DATE: <u>Oct 07/2009</u> TIME: <u>1:00 P.M.</u> CONTACT NAME: <u>Eric Rundy</u> TELEPHONE NO.: <u>(724) -830-5431</u> LOCATION: <u>Prebid Conference Call. See Sec 3 of documents</u>		
OTHER MISCELLANEOUS REQUIREMENTS	Dispute resolution clause - appropriate provisions stating that if a conflict exists between the RFP and the bidder's proposal, the RFP shall govern.		
BID CLOSING DATA	DATE	TIME	LOCATION
	<u>October 30, 2009</u>	<u>4:00 p.m.</u>	<u>Greensburg, PA 15601-1689</u>
TENTATIVE SCHEDULE	STARTING DATE	COMPLETION DATE	
	<u>January 01, 2010</u>	<u>December 31, 2013</u>	

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SECRETARY'S BUREAU

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APPENDICES

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3. **Background Investigation, Form 35-159**
4. **PA PUC Statewide Evaluator, Scope of Work from PA PUC RFP**

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SECRETARY'S BUREAU

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**
12. **Registry of Conservation Service Providers (Docket M-2008-2074154)**

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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 Evaluation, Measure and Verify (EM&V) tasks for Demand Side Management (Energy Efficiency and Conservation) programs in PA. The programs are designed to capture electrical energy efficiency opportunities for the residential, commercial and industrial sectors during the 2010-2019 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. 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 EM&V 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:

- design and document a comprehensive and complete evaluation, measurement, and verification ("EM&V") strategy for each of the six conservation program categories that are part of PA Act 129.
- to implement the EM&V strategy and provide all data, analyses and information to AP to support the evaluation of and the reporting on the PA Act 129 conservation programs to the PA PUC, Statewide Evaluator and their offering into PJM capacity markets.

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

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 Residential and Commercial EM&V RFP. Following is the schedule and instructions for the conference call: Date: October 07, 2009
Time: 1-2:30 PM EDT

Dial-In Information:

1. Dial 1-888-521-5895
2. You will then be prompted to enter an extension = 3208
3. You will then be asked to introduce yourself = Please use Co. Name

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 October 09, 2009 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 October 30, 2009. 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 Section 4 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 | October 02, 2009 |
| 2. Bidder's Conference Call | 1-2:30PM EDT, Oct 07, 2009 |
| 3. Intent to bid notice | Oct 09, 2009 by 5:00PM EDT |
| 4. Close of RFP question period | Noon EDT, Oct 23, 2009 |
| 5. Electronic Proposals due | 4 PM EDT, Oct 30, 2009 |
| 6. Technical Evaluation by Allegheny Power | Nov 02 – 13, 2009 |
| 7. Interviews (Tentative) | Week of Nov 23, 2009 |
| 8. Contract negotiations | Week of Nov 30, 2009 |
| 9. Anticipated contract start date | Week of January 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. Questions will be accepted until Noon EDT on October 23, 2009. 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 programs 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 EM&V project development and EM&V 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 (Appendix 12)

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 (Appendix 12)

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:

Bidders will include \$1,000,000.00 Professional Liability per item 8 (d) and Bidder 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.

17. **Scope Of Work**

The Company is issuing this Request for Proposal ("RFP") with the goal of obtaining plans and proposals for a comprehensive evaluation, measurement and verification service for the Company's EE&C Plan which incorporates the TRM and PJM references.

- Allegheny Power's EE&C Plan <http://www.puc.state.pa.us/pcdocs/1046895.pdf> may change because of PUC action, the establishment and feedback from a collaborative group or other stakeholders, or the Company's decisions. (See EE&C Plan Section 6.0 Quality Assurance and Evaluation, Measurement and Verification specifically for details)
- PA PUC Technical Resource Manual (TRM) [2009 Final Order and Technical Manual](#) may change because of PUC action.
- PJM Manual 18B: Energy Efficiency Measurement & Verification Revision: 0 Effective Date: April 23, 2009, <http://www.pjm.com/documents/~/media/documents/manuals/m18b.ashx>. PJM reporting requirements may change

For the purposes of responding to this RFP, assume that there will be no changes to what was filed by Allegheny Power as their EE&C Plan and that there will be no

changes to the PJM or TRM reference manuals.

The EM&V tasks being contemplated are:

- Design and document a comprehensive and complete EM&V strategy for each of the Act 129 programs.
- Implement the EM&V strategy and provide all data, analysis and information to the EDC to support the evaluation of and the reporting as required by the Statewide Evaluator (Appendix 4) and the following bullet points.

The Company will be implementing a suite of Energy Efficiency & Conservation programs to provide customers with energy and cost saving opportunities, as well as providing for environmental benefits and a positive impact on regional loads. Each of these conservation programs would be implemented at different times during a nine-year program cycle ending in 2019 with a majority of the programs being implemented in 2010. The programs include the following categorized by EM&V Level:

Level I: Deemed Savings

Level I measurement supports the programs and measures for which the deemed savings approach is appropriate. These are the programs and measures for which algorithms are available in the PA TRM.

Applicable Programs and Measures:

- **Residential Audit Program (Home Performance)**
 - Online Energy Audit w/measures
 - Comprehensive Audit w/installed measures
 - Check-Up Audit w/installed measures
 - Consumer Efficiency (CFL sales and Home Energy Report)
- **Residential HVAC**
 - High Efficiency Electric Heat Pumps
 - High Efficiency Central Air Conditioners
- **Residential Lighting and Appliances**
 - Lighting Products (CFL Rebates)
 - Home Appliances (Rebates)
 - Refrigerators (with turn-in for recycle)
 - Freezers (with turn-in for recycle)
 - Clothes Washers
 - Clothes Dryers
 - Dishwashers
 - Room A/C (with turn-in for recycle)
 - Programmable Thermostats
- **Residential Low Income**
 - Check-Up Audit w/installed measures & Refrig replacement
 - Weatherization w/ installed measures & Refrig & RAC replacement (JUUMP)
 - Room Air Conditioner replacement
- **Residential New Construction (No Program at this time)**

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- **Non Residential (Commercial and Industrial) Energy Efficiency**
 - Lighting Equipment
 - LED Exit Sign
 - T5's
 - T8's
 - Occupancy Sensors
 - HVAC Equipment
 - High Efficiency Air Conditioner
 - High Efficiency Electric Heat Pump
 - Government / School / Non-Profit
 - LED Traffic Signals
 - LED Exit Signs
 - CFL's
 - T8's

Level II: Custom Measurements

Level II Custom Measurements are appropriate for custom programs and measures and where on-site measurement is preferred over the Level I: Deemed Savings approach. Pre-installation and post-installation energy use and energy savings will be estimated using engineering calculations and/or one-time or short-term in-situ end-use measurements. The demand reduction will be estimated or measured using one-time or short-term measurements. One-time measurements will be used where the operating factor and hours of operation are consistent. Short-term measurements will be used where the operating factor and the hours of operation are highly variable. The difference between one-time measurement and short-term measurement is that for a one-time measurement, a "snap-shot" is taken pre-installation and post-installation, whereas for a short-term measurement portable monitoring equipment is installed for up to a week to measure the pre-installation and/or post-installation performance of the specific measure installed.

Applicable Programs and Measures:

- **Non Residential (Commercial and Industrial) Energy Efficiency**
 - Variable Frequency Drives (25-200HP)
 - C&I Custom Application Program (Large Custs)
 - C&I Custom Technology Applications (Small-Mid Custs)

Allegheny Power will create a database of participating customers including their application date, installation date, incentive date and amount (where applicable), customer input regarding their impression of the effectiveness of the measures and any commentary they wish to provide along with the appropriate measurement algorithms and measurement methodologies.

Request for Optional Proposal Information

Bidders will not be evaluated on their plan and proposal for the following measures if they choose to provide the information. If bidders feel they can provide a response to these measures Allegheny Power would greatly appreciate there input and expertise on how these measures would be evaluated, measured and verified

and the associated costs at a high level. Allegheny will pursue EM&V services for these Level 2 Custom Measurement tasks for these measures at a future date.

**Contracted Demand Response
Customer Load Response DR
Distributed Generation DR
Programmable Controllable Thermostat DR**

**Time of Use Hourly Rate
Critical Peak Rebate Rate
Residential Rewards Rate
Pay Ahead Service Rate**

17.1 Proposal Requirements

To be considered, bidders must adhere to the guidelines and requirements set forth in this RFP. In addition to providing a Work Scope and Schedule document meeting the criteria listed below, proposals should also contain detailed responses to all of the questions or statements listed in Short Essays, Proposal Pricing, and About the Bidder. Where a statement is made, Bidder should indicate how it will comply with the statement. All responses should clearly indicate the referenced section. Please note a response to each one even if it repeats that of another section, notes not applicable, or response declined. Responses should be thorough yet concise. Excessive length is discouraged.

Provisions for payment for any additional work or changes in the scope of the work shall be mutually agreed upon at the time the CSP is requested to perform additional work or change the scope of the work. Allegheny Power reserves the option to price the work on lump sum, time and material or competitive bid or other basis.

Proposals must include each of the following items. Please see sections of this RFP for more information regarding a specific item.

- Proposal cover and transmittal letter
- Executive Summary
- Work Scope and Schedule (A)
- Short Essays (B)
- Proposal Pricing (C)
 - Pricing Template
- Project Management (D)
- Bidder's Background (E)
- Bidder's Experience (F)
- References (G)
- Vendor Information, Form 37-215 (Appendix 5)
- Subcontracting Plan, Form 37-216 & 37-217 (Appendix 6)
- Safety & Health Commitment (Appendix 8)

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- Substance Abuse Program (Appendix 9)

A. Work Scope and Schedule

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At a minimum, bidders should include a detailed description of the following items in their EM&V proposal. Bidder may separately address residential applications and non-residential applications should the bidder perceive significant benefit there from. The bidder needs to clearly mark the sections to which it is responding.

1. Detailed cost-effective EM&V proposal for each PA Act 129 program will include, but is not limited to, the following elements:
 - a. approach for assessing each evaluation component (market, process and impact) with the timing, key milestones, and scheduled tasks
 - b. description of the evaluation objectives, evaluation questions, and evaluation rigor level for each program category
 - c. description of the expected evaluation techniques, explicitly specifying the standards or protocols relied upon
 - d. description of expected evaluation software that will be used
 - e. description of the expected market research including customer surveys or other surveys
 - f. description of data and information expected to be needed from program administrators
 - g. description of primary research expected to be necessary
 - h. description of the net to gross ratio estimation (i.e., free-riders, free-drivers, etc.)
 - i. description of how the overall program evaluation and project management are expected to evolve over time
 - j. how program results are communicated to key stakeholders to facilitate their incorporate into future program design with the IT methodology and format you can support.
 - k. description of the granularity of the results (i.e. In what ways are results expected to vary by utility? Which, if any, results are expected to be constant across utilities?)
2. Data collection and management including proposed reporting. (e.g., PA Act 129 quarterly reports, PJM EE M&V Plans & Reports)
 - a. Description of electronic information expected to be needed from Allegheny Power
 - b. Description of electronic information expected to be provided to Allegheny Power
 - c. Description of system interfaces expected to be needed with Allegheny Power and other third-party systems
 - d. Description of data file formats that will be supported (i.e. xml, flat files, etc)
 - e. Description of data transfer technologies that will be supported (i.e. ftp, EDI, etc)
 - f. Frequency of data transfer
3. Reporting documents for the Company, along with recommended evaluation schedule for each program and detailed work plan.
4. Plan for annual updates to M&V Plan, and for integrating results from and working in conjunction with the Statewide Evaluator which will be developing simultaneously.

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B. Short Essays

Please respond to the questions and information requests that follow in the order in which they appear, referencing the section number. If there is additional information not solicited in the included questions that would provide important information concerning the bidder's approach and capabilities to satisfy the requests of this RFP, feel free to include that information at the end of the answers to questions. Questions or statements should be restated and followed by the bidder's responses.

Energy/Demand Estimation

1. The bidder will be responsible for developing the impact estimation component of the evaluation plan. Whole house billing meters are currently available for all residential accounts. Metered interval processing (MIP) data is available for all commercial/industrial accounts larger than 300 kW.
2. The bidder is expected to ensure that the estimated savings (kW/kWh) are statistically representative of the program population and consistent with PJM and PA PUC reporting requirements for PJM capacity markets and PA Act 129, respectively.
3. The bidder is expected to estimate kW savings according to the PA Act 129 peak requirements.
4. The bidder is expected to estimate kW savings coincident with performance hours as proscribed by PJM.
5. The bidder is expected to estimate gross and net (absent free riders and including free-drivers) savings.
6. The bidder is expected to update these estimates in accordance with the PA Technical Reference Manual (TRM) as it is updated.

Survey Research

1. The bidder will be responsible for conducting any needed surveys (i.e., customer, vendor, and/or program staff) for program evaluation. The Company or the implementation vendors will provide customer participation data.
2. The bidder is expected to develop and implement any survey instruments necessary to evaluate each conservation program.
3. The bidder is expected to ensure that the samples drawn are statistically representative of the program population using stratified sampling or some other proposed methodology.
4. The Company must approve any survey instrument that will be used to collect information from any of its customers with respect to privacy considerations and PJM and PA Act 129 TRM measurement and accuracy standards.

The bidder will obtain authorization from the Company before conducting any customer research with the Company's customers.

Evaluation Management

1. The bidder will be responsible for data collection and management, including but not limited to developing QA/QC procedures for programs to meet PA PUC and PJM requirements, inspecting samples within projects for installation verification to meet PA PUC and PJM requirements, and reviewing Utility Program Tracking Systems to ensure that appropriate data fields are being used and that data is being collected by the program to support evaluation studies.

2. The bidder will be responsible for producing evaluation reports that summarize the program evaluation results for key stakeholders, including the PA PUC and PJM. These include quarterly reports presenting major findings and observations for PA PUC as well as yearly M&V Plans before installation is complete and yearly M&V Reports after installation is complete for PJM.
3. The bidder will be responsible for presenting the results to the Company, providing public reports to external audiences, and responding to PA PUC and PJM requirements related to program evaluations.
4. The successful EM&V C will be responsible for coordinating and working with the PA PUC's State Plan Evaluator. The State Plan Evaluator will be responsible for evaluating EDC's reports and auditing of EM&V C.

C. Proposal Pricing

The Company is seeking annual price offers for each of the programs identified in this RFP for a contract period beginning January 01, 2010 (will be based on PA PUC approval of EE&C and DR Plan) and running through December 31, 2013. The pricing template that must be completed by the bidder can be found in Appendix 11.

If a bidder is chosen, a contract will be negotiated for this period and may be renewed thereafter at the Company's discretion.

Sales Tax message to bidders: West Penn Power Company d/b/a Allegheny Power

is exempt from PA sales taxes-direct pay permit applies.

D. Project Management

Please answer the following questions to provide information about your project management approach.

1. Describe your methodology for project management.
2. From past projects, indicate the amount of the Company' support such as number of FTEs expected to support this project on an ongoing basis and in what capacities or to handle what tasks.
3. Describe your methodology and tools for managing project quality. Include a methodology for tracking issues (both resolved and unresolved).
4. Describe your project problem resolution process.
5. Describe how updated methodologies, baselines, standards would be handled in analysis, reporting, etc.
6. Include a Management and organizational chart that depicts the proposed relationships and proposed agreements among team members.
7. Identify lead staff member assigned to manage the evaluation work (including short bio and explanation of why they are qualified to manage the work).
8. Identify key personnel assigned to the project and describe their responsibilities.
9. List anticipated subcontractors and describe subcontractors' mark-up percentage.
10. Describe use of local contractors.

E. Bidder's Background

At a minimum, bidder must provide the following information relative to bidder's company and team members. If the RFP response includes subcontractors, it must make clear the subcontractor's responsibility, scope of work, and capabilities to perform that work. Evaluation firms that are implementing elements of Pennsylvania Act 129 programs will not be allowed to serve as prime or subcontractors. Identical information must be provided for each subcontractor and/or joint venture member:

1. Years of professional practice (Provide the number of years of professional experience related to the areas of evaluation).
2. Total number of clients in operation with a similar evaluation plan proposed.
3. Key people assigned to evaluate the programs (include their experience and area of expertise).
4. Demonstrated ability to provide independent objective evaluation reviews.
5. The D&B report reflecting the bidder's financial status.

F. Bidder's Experience

Summarize experience and relate its relevance for each of the proposed programs including specific examples where the bidder has evaluated similar programs for that particular customer segment throughout North America. Several examples of evaluated programs should be provided for each one of the residential and small commercial programs listed in this RFP.

Please include the expertise in the following areas:

1. Statistical sampling experience
2. Analysis of net program effects
3. Energy engineering principles and simple engineering models
4. Energy simulation modeling
5. Statistical analysis ability
6. Market effects evaluation
7. Analysis of billing data
8. Analysis of hourly meter data
9. Summarize why your team is best suited to provide EM&V services
10. Differentiate experience between Prime and subcontractors

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G. References

Vendor Company and Evaluation Questionnaire requires 3-4 client references. Vendors should provide references for each one of the residential and small commercial programs that the Vendor has evaluated. Please follow the below format when providing references.

Customer/Client Name	
Reference Name	
Title	
Phone Number	

Mailing Address					
Fax Number					
Customer Type (for example, Investor Owned Utility, co-op and/or municipality)	Customer Size	Program Evaluated	Program Participants	Study Complete Date	Evaluation Technique (engineering, interval metering, and/or billing data)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**17.2 Selection Process and Evaluation Criteria**

Allegheny Power's business principles include selecting consultants 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 at the end of January 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
- 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 residential and non-residential portfolios 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: RFP Evaluation Criteria/Scoring Matrix

A. Technical Approach	40%
1. Proposal Quality	
2. <i>Thoroughness and practicability of approach</i>	
3. Clarity regarding AP's EM&V objectives and quality of proposed approach for meeting those objectives.	
4. Best practice, innovation, and likelihood for success in accurately measuring impacts.	
5. Balancing of complex issues for conducting EM&V for AP	
B. Organizational and Management Capability	35%
1. Demonstrated competence and experience	
2. Management structure	
3. References	
4. Assigned staffing for prime and subcontractors	
5. Local presence	
C. Cost	25%
1. Total labor and non-labor costs	
2. Costs relative to evaluation approach	
3. Ability to achieve goals within budget	
4. <i>Billing rates and direct costs/subcontractor mark-up rates (if any)</i>	

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A. Technical Approach

Included in this category will be an assessment of the overall quality of the proposal and the approach to achieving successful EM&V start-up, planning, delivery, and reporting. This will include assessment of ability to achieve proposed program milestones and sub-tasks and achieve EM&V results. Allegheny Power will award points based on the assessment of the quality of approach to the work scope, and proposed metrics and reporting approaches. Significant consideration will also be given to the overall thoughtfulness and creativity of the approach and means of allocating the budget between Tasks and Programs proposed in order to achieve high quality EM&V results that meet or exceed Allegheny Power's objectives.

B. Organizational and Management Capability

Since the tasks that the EM&V C will be selected to perform are complex and often difficult to measure quantitatively, 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 the assigned key project staff will be of the utmost importance. The staffing plan will be reviewed in terms of appropriateness for the proposed tasks, suitability of personnel for successfully completing their proposed assignment, reasonableness of management structure (especially if multiple firms are involved), diversity and appropriateness of skill sets for all staff in their proposed roles. 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

Proposals must include a time and materials budget for program years 2010 to 2013 that covers the Agreement term of January 01, 2010 – December 31, 2013 - using the format supplied with this RFP. Allegheny Power will review the overall project costs (labor, non-labor) and evaluate total costs relative to the technical approach and proposed EM&V approach.

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18. Monitoring Provisions and Procedures

The successful bidder is required to work with the PA PUC's Statewide Evaluator to verify their EM&V plan is adequate and will produce the measurement and evaluation protocols, standard data collection formats, and data bases for the evaluation of program benefits and results to fulfill the annual and five year independent evaluations of Allegheny Powers EE&C Plan by the Statewide Evaluator. The Statewide Evaluator is required to fully develop and obtain PA PUC approval of the evaluation methods, protocols, data collection formats and data bases on or before November 1, 2009. These requirements can be found in PA PUC, Implementation Order, Docket No. M-2008-2069887, pages 27-31

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) and the Background Investigations (Appendix 3) post bid and pre contract award. In accordance with the PA PUC's Implementation Order entered February 5, 2009, a criminal and other background check is required for persons associated with the CSP who will enter the premises of Allegheny Power customers or have personal contact with said customers. The scope of the criminal and background check is provided in Appendix 3. Contract award is subject to these requirements being fulfilled to Allegheny Powers satisfaction.

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 Commonwealth of Pennsylvania.

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 Seller'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. 60-744.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.002), 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. § 19.000-19.002, and § 52.219-B), 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 constitutes 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 satisfactory 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, prorata 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 instrument 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 execute 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 in writing, 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 type) 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.

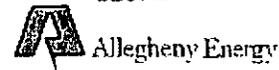
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**BACKGROUND INVESTIGATION
REQUIREMENTS FOR NONEMPLOYEES**
FORM 35-153 REV. 2



NOTE: IF SELLER AND/OR ANY SELLER'S EMPLOYEES, INCLUDING ANY SUBCONTRACTORS, HAVE ACCESS TO BUYER'S PHYSICAL PROPERTY, COMPUTER NETWORK, OR OTHER PROPERTY OWNED OR LEASED BY BUYER BY USE OF CARD ACCESS, LAN ACCESS, OR KEY, THE FOLLOWING ATTACHMENT TITLED, "BACKGROUND INVESTIGATION REQUIREMENTS FOR NONEMPLOYEES," SHALL APPLY:

Background Investigation of Leased Employees – (Exception: Power Station contractors who supply workers during outages.) The Seller hereby agrees to conduct a thorough background investigation upon any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy. The aforesaid investigation shall determine any and all information of concern within the background of the prospective leased employee, contractor and/or agent, whether or not the information is available in public records. Additionally, the aforesaid background check shall investigate the prospective leased employee's, contractor's and/or agent's criminal records for the past seven (7) years using the social security number/address verification, a search of the federal district courts, and federal warrants and warrants, National Criminal Database Search (which includes criminal records for 41 states, a sex offender search for all 50 states, and an OFAC report), as well as a county criminal search. If driving is required as a part of the job duties, drivers' licenses and motor vehicle records will be investigated for the previous seven (7) years. The Seller shall not refer any prospective leased employee, contractor and/or agent to Allegheny Energy who has either failed or refused to submit to a background investigation. The Seller may employ the services of the investigative agency/credit agency or bureau of its choice, subject to Allegheny Energy's approval, so long as the agency(ies) selected is/are reputable and investigations comply with the Fair Credit Reporting Act. Background investigations are valid for 60 days from the date of investigation. Seller must submit to Allegheny Energy: (1) its procedures for background investigations; and (2) criteria that determine whether a worker has passed a background investigation.

Pursuant to the requirements of NERC Cyber Security Standard CIP-004 – Personnel and Training, Requirement 3 – Personnel Risk Assessment, any leased worker granted unescorted physical access into an identified NERC physical security perimeter or cyber access through an identified NERC electronic security perimeter shall also require a seven (7) year updated background investigation that includes, at minimum, identity verification (Social Security Number verification in the U.S.) and seven year criminal check. Written certification, as described below, shall be provided to Allegheny Energy for the updated background check.

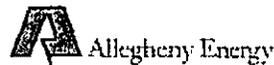
Supplier must complete and submit the Agency Verification of Background Check Completion form to the manager who has requested the leased worker for review and retention.

Drug Testing of Leased Employees – The Seller hereby agrees to conduct substance abuse testing on any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy using the chain-of-custody procedure specified by the U.S. Department of Health and Human Services. The sample is to be tested at a DHHS certified laboratory which uses #3545N SAP 10 #12 GC/MS substance abuse test. Forensic Drug Testing Custody and Control (10 Panel/TCH50) is completed at the collection site for substance abuse testing. Workers entering a position covered by Department of Transportation FHWA regulations 49CFR 40 are required to take a controlled substance test (NIDA5). A urine drug test resulting in a "Dilute" negative report will require the candidate to repeat the drug test. A second "Dilute" negative result in which there is no physiological or medical explanation for the dilute urine sample, will result in the candidate not being referred to Allegheny Energy for assignment. Substance abuse tests are not valid for more than 45 days after the date of testing.

Release From Liability – The Seller shall prepare a Release, and shall obtain a signature on the Release from every leased employee, contractor and/or agent. The Release shall contain language releasing Allegheny Energy, the Seller, the leased employee's, contractor's and/or agent's former employers, and any other persons from all liability for any damages or claims related to the background investigation and drug test, including but not limited to furnishing of the background information. Each such Release shall be retained by the Seller for a period of three years. If the investigation is performed by a consumer reporting agency, notices and disclosures must comply with the Fair Credit Reporting Act.

Costs – The costs associated with conducting the aforesaid background checks shall be borne by the Seller.

**BACKGROUND INVESTIGATION
REQUIREMENTS FOR NONEMPLOYEES**
FORM 35-158 REV. 2



Certification/Penalties/Audits – The Seller shall provide Allegheny Energy with written certification that must include: Name of leased worker, Seller name, and statements that (1) the leased employee, contractor and/or agent has undergone a background check and drug test as provided above; (2) the background investigation has not revealed any negative results or areas of concern; and (3) the drug test has not yielded a positive result to illegal drugs. The Seller's failure to submit the above-described certification for *any* leased employee, contractor and/or agent, shall, at Buyer's option, result in immediate termination of this Agreement, and further, the Seller may be *permanently* removed from Allegheny Energy's approved vendor lists. Any issues arising from background investigations shall be referred to Allegheny Energy's Human Resources office. Allegheny Energy reserves the right to conduct random audits to assure that the Seller has completed a background investigation and drug test on all leased employees, contractors and/or agents and that these background investigations and drug tests have resulted in favorable determinations.

Retroactivity – The provisions listed hereinabove shall be retroactive, and shall be applicable to all employees, contractors and/or agents of the Seller being leased to Allegheny Energy, even if they have already been assigned and are currently working on Allegheny Energy's premises, and regardless of whether or not they have previously performed services for Allegheny Energy. Sellers with existing contracts shall have up to 90 days to perform background investigations and drug tests and provide a statement certifying that they were satisfactorily completed for the workers currently assigned to Allegheny Energy.

Standards of Practice – Seller agrees that the services provided shall be in conformity with industry and professional standards of practice.

Training and Discipline – Seller agrees to be responsible for training and discipline of its employees and agrees that its employees, agents or subsidiaries shall adhere to Buyer's Code of Ethics and Standards of Business Conduct Rules. Seller is solely responsible for training its employees regarding Buyer's workplace policies including, but not limited to, sexual and workplace harassment, drug-free workplace, workplace violence and all applicable safety rules.

Appendix # 4

REQUEST FOR PROPOSALS

Act 129 Statewide Evaluator

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ISSUING OFFICE

Pennsylvania Public Utility Commission

Bureau of Conservation, Economics, and Energy Planning

RFP-2009-1

DATE OF ISSUANCE

April 21, 2009

**REQUEST FOR PROPOSALS FOR
ACT 129 Statewide Evaluator**

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Appendix D	DRAFT CONTRACT	

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PART IV

WORK STATEMENT

IV-1. GENERAL OVERVIEW: The Commission has been charged by the Pennsylvania General Assembly with establishing an energy efficiency and conservation ("EE&C") program. The EE&C program requires each electric distribution company ("EDC") with at least 100,000 customers to submit a plan by July 1, 2009, for Commission approval. See 66 Pa. C.S. § 2806.1(b)(1). Each EDC, through its approved plan, is to reduce electric consumption by May 31, 2011, by at least 1% of its expected consumption for June 1, 2009 through May 31, 2010. 66 Pa. C.S. § 2806.1(c)(1). By May 31, 2013, the total annual consumption is to be reduced by a minimum of 3% of its consumption for June 1, 2009 through May 31, 2010. 66 Pa. C.S. § 2806.1(c)(2). Also, by May 31, 2013, each covered EDC's peak demand is to be reduced by a minimum of 4.5% of the EDC's annual system peak demand in the 100 hours of highest demand, measured against the EDC's peak demand during the period of June 1, 2007 through September 30, 2007. 66 Pa. C.S. § 2806.1(d)(1).

IV-2. GENERAL OBJECTIVES: The Act requires the Commission to establish an evaluation process that monitors and verifies data collection, quality assurance and the results of each EDC plan and the program as a whole, in accordance with the Total Resource Cost Test ("TRC"). In addition, the Commission has adopted a Technical Reference Manual ("TRM") to help fulfill the evaluation process requirements contained in the statute. While the Act requires each EDC plan to explain how quality assurance and performance will be measured, verified and evaluated, it requires the Commission to monitor and verify EDC data collection, quality assurance processes and performance measures, by customer class. This evaluation is to be conducted every year, as each EDC must submit an annual report by July 15, documenting the effectiveness of its plan, energy savings measurement and verification, an evaluation of the cost-effectiveness of expenditures and any other information the Commission requires. Each EDC must also identify necessary adjustments to its plan based on the results of the annual and five-year reviews.

The Act further requires that by November 30, 2013, and every 5 years thereafter, the Commission must evaluate the costs and benefits of each EDC plan and the program as a whole, utilizing the TRC test or a cost-benefit analysis. If the benefits of the program exceed the costs, the Commission must adopt additional required incremental reductions in consumption.

The Commission is issuing this RFP to retain the services of a statewide Contractor who will monitor and verify EDC data collection, quality assurance processes and performance measures, by customer class. This Contractor will also evaluate each EDC plan results on an annual basis and the entire energy efficiency and conservation program as a whole in 2013. This evaluation will include an analysis of plan and program impacts (demand and energy savings) and cost-effectiveness, report results and provide recommendations for plan and program improvements. The statewide Contractor will produce an accurate assessment of the future potential for energy savings through market potential assessments.

The EDCs that must comply with the Act are Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, PPL Electric Utilities Corporation, and West Penn Power Company. The broad customer class categories that are to be tracked are residential, low-income residential, commercial/industrial, and governmental, educational and non-profit entities.

The work scope in this RFP is at a fairly high level of overview of each EDC plan, by customer class, and the program as a whole. Bidders are requested to propose their own approach to audit and assess each plan to accomplish the following:

- Identify the cost-effectiveness of each plan in accordance with the Commission adopted Total Resource Cost Test Manual.
- Provide reasonable assurance that the claimed measures are being properly installed and utilized.
- Provide reasonable assurance that the installed measures are obtaining the claimed energy savings or reductions in accordance with the Commission adopted Technical Reference Manual or metered savings.
- Identify areas for improvement.
- Identify best practices that may be implemented on a going-forward basis.

The Contractor will be responsible for managing sub-contractors, if any, so that the Contractor speaks with one voice through the prime Contractor. The Contractor will also be responsible for maintaining regular and direct communication with the Commission's Bureau of Conservation, Economics and Energy Planning ("CEEP"). Contractor must also maintain and archive electronic and paper files and data collected or developed during the conduct its duties. Contractor must attend meetings as directed by CEEP. The roles and functions EDCs, Contracting Entity, Contractor and Commission staff will fulfill are outlined in Table 1 below. Additional activities the Contractor will be called upon to perform include, but are not limited to, are the following:

- Review filed EDC plans and advises Commission staff on each plan's ability to meet the statutory consumption and peak load reduction targets in a cost effective manner.
- Developing and designing materials needed for Commission decisions, workshops, reports, etc.
- Conducting meetings and making presentations.
- Support market assessment and baseline studies, saturation studies, and potential studies to be conducted by others.
- Provide to the Commission an annual report of findings and best practices.
- Provide to the Commission a market potential study by August 31, 2013.
- Provide to the Commission an Energy Efficiency and Conservation Program Assessment Report by October 15, 2013.

Contractor will have access to customer information and other confidential data. Contractor will need to sign confidentiality agreements with EDCs and other entities that will limit Contractor's use of this data to supporting this auditing program.

Although this contract will be paid for by the Contracting Entity, the Contractor should realize that the Commission is the principal client. Consequently, there will be no direct reporting by the Contractor to the Contracting Entity or EDCs, without prior Commission staff approval. It is necessary that the Commission maintain control of this engagement and that it and the EDCs be kept abreast of the Contractor's progress. Therefore, periodic oral and written reports will be necessary in addition to the frequent informal contact between the Contractor's staff and the Commission's staff.

IV-3. PHASE I – DEVELOP AUDIT PLAN: The first phase will consist of the development of an Audit Plan describing the metrics and data formats EDCs must use and provide to the Contractor to support claimed energy savings and load reductions. The Contractor will identify what data is required, how the data is to be measured, recorded and transmitted, and how the data will be audited. This Audit Plan is to be delivered within 90 days after contract execution.

The Contractor will be responsible for the following: a) development of an Audit Plan supporting verification of EDC plans and reports; b) specification of EDC reporting requirements; c) review of EDC Plans, to include the EDC's evaluation, measurement and verification (EM&V) review processes; d) a plan for evaluation activities, including coordination of EDC evaluation; and e) providing and maintaining a public web accessible database and reporting system for the Commission's web site. The Contractor will also develop, in consultation with Commission Staff and EDCs, the EDCs' data reporting requirements, as well as quarterly and annual reports from the Contractor to the Commission. Additional formal and informal reporting requirements may be required upon request of the Director of CEEP. The above-referenced Contractor responsibilities should include at least the following:

- a) Development of an Audit Plan supporting verification of EDC plans and reports:
 - (1) High-level summary of audit plan.
 - (2) EE&C measures to be audited and the plan measure logic/theory.
 - (3) The type and format of documentation identifying EDC plan expenditures.
 - (4) A description of the audit objectives, audit questions and audit rigor level for each EDC plan.
 - (5) A description of the methodologies, procedures and data tracking systems to be used by the Contractor to verify the impact evaluations and project verifications for each plan, including data gathering, sampling and analysis methods.
 - (6) Audit approaches to be used for each plan in accordance with the TRM or other approved EM&V plans.
 - (7) Audit approaches to be used for each plan in accordance with approved custom measures.
 - (8) Strategies to conduct audit studies coordinated on a statewide basis, such that results can be extrapolated back to individual EDC EE programs.
 - (9) Verification and due diligence procedures for site inspections and validating information provided by EDCs.
 - (10) Data and information needed from EDCs and other sources.
 - (11) Budget, schedule and manpower plan for Contractor.

- b) Specification of EDC reporting requirements:
 - (1) The type and format of data to be provided by EDCs' tracking systems to measure and verify energy savings and load reductions.
 - (2) Reporting formats.
 - (3) Statewide data management and quality control.
 - (4) Design, implementation and maintenance of statewide database of program, portfolio, EDC and statewide energy and demand savings and cost-effectiveness reporting.
 - (5) The type and format of data used to evaluate the cost-effectiveness of expenditures.
 - (6) Any other information required to determine the effectiveness of each plan and the program as a whole.
 - (7) Descriptions of metrics to be used (including energy and demand savings metrics) for each program and the portfolio as a whole.

- c) Review of EDC Plans and EM&V review processes:
 - (1) Review of EDCs' EM&V plans.
 - (2) Review of EDCs' scope of work for plan evaluation studies.

- d) Coordination of EDC evaluation:
 - (1) Coordinate, as necessary, any studies conducted by EDCs, to include those that identify potential for additional consumption and peak load reductions and that identify impact of existing measures.
 - (2) Facilitate coordination among EDCs on EM&V protocols, where programs are consistent among EDCs.
 - (3) Coordinate the development of and approve the methodologies for net-to-gross studies to be performed by EDCs.
 - (4) Coordinate, as necessary, any studies conducted by EDCs to identify EE&C measures' deemed savings to be included in TRM updates.

- e) Public web accessible database and reporting system:
 - (1) Identify data to be reported on the Commission's web site.

- (2) Provide public web accessible database and reporting system for the Commission's web site.

This phase will begin immediately after contract execution. The Contractor will meet with representatives of the CEEP and other designated Commission staff as needed throughout the development of the draft Audit Plan to discuss details and make decisions. The Audit Plan will not be considered final until approved by the Director of CEEP.

The Audit Plan will be considered a "living document," that can be revised on a regular basis throughout the project term. The Contractor, with approval of the Director of CEEP, can update the Audit Plan as needed to adjust to changes in EDC plans. It is anticipated that such updates will occur at such times that will allow EDCs ample opportunity to adjust their data collection and recording methods and meet their annual reporting requirements.

IV-4. PHASE II – ANNUAL REVIEWS: The Contractor will monitor and verify data collection, quality assurance and the results of each EDC plan on an annual basis in accordance with the approved Audit Plan developed in Phase I. The Contractor will review each EDC's plan tracking systems to assess each EDC's ability to meet the statutory targets in a cost-effective manner. The activities identified in the Audit Plan, and related to monitoring and verifying data collection, quality assurance and results of each EDC plan will include, but are not limited, to the following:

- Maintaining an evaluation and management database.
- Conducting random spot verification of EDC EM&V measurements and data.
- Ability to conduct primary data collection to support random spot verifications.
- Acquiring data from EDCs and other sources and verifying EDC supplied data.
- Reviewing EDC's plan to determine whether EDCs are meeting energy savings and load reduction targets.
- Conducting limited spot field inspections, in coordination with EDCs and Commission Staff, using trained personnel.
- Spot verification, in coordination with EDCs and Commission Staff, utilizing short-term and long-term metering equipment on participating customer property.
- Auditing EDC survey instruments.
- Conducting customer and trade-ally satisfaction surveys and reports.
- Conducting limited market baseline studies to establish baselines as needed for the impact evaluations of specific programs.
- Collecting and analyzing verification data.
- Interfacing and coordinating with Commission staff and EDCs.
- Critiquing reported energy and demand savings utilizing field verification, Technical Reference Manual derived savings, approved custom measure derived savings, measurement and verification, and large scale billing analyses.
- Verifying cost-effectiveness of EDC plans using the Commission adopted Total Resource Cost Test.
- Review and monitor EDCs' EM&V plans and execution of said plans.

The Contractor annual reporting process shall be as follows:

- (1) EDC provides its Annual Report to the Commission on July 15.
- (2) Contractor will provide a draft annual report on each EDC plan to the Director of CEEP and the EDCs by August 15.
- (3) EDCs will have 15 days to provide comments on the draft annual report to the Director of CEEP.
- (4) Commission Staff will review the draft annual reports and EDC comments and provide Commission Staff determined revisions to annual reports to Contractor by September 15.
- (5) The Contractor will provide a final annual report on each EDC plan to the Director of CEEP by October 15.

The Contractor may be asked to provide expert testimony regarding the conclusions contained in the

annual reports. The annual reports will include, but are not limited to, the following:

- An analysis of each EDCs' plan expenditures and an assessment of the programs expenditures.
- An analysis of each EDCs' protocol for measurement and verification of energy savings attributable to its plan, in accordance with the Commission adopted TRM and approved custom measures.
- An analysis of the cost-effectiveness of each EDCs' expenditures in accordance with the Commission adopted Total Resource Cost Test Manual.
- Identification of best practices.
- A review of Technical Reference Manual information and savings values with suggestions for possible revisions and additions.
- A review of the Total Resource Cost Test Manual with suggestions for possible revisions and additions.
- A review of any proposed revisions and updates to EDC plans.

IV-5. PHASE III – 2013 REVIEW: By November 30, 2013, and every five years thereafter, the Commission must evaluate the costs and benefits of the program and of approved EE&C plans. The evaluation must be consistent with a total resource cost test or a cost-benefit analysis determined by the Commission. If the Commission determines that the benefits of the program exceed the costs, the Commission shall adopt additional required incremental reductions in consumption.

The Contractor will conduct a market potential study to determine the potential for additional incremental energy and load reductions after May 31, 2013. The Contractor will provide the study results to the Director of CEEP by August 31, 2013. This potential study will include, but is not limited to, the following:

- An assessment and characterization of existing electric end-use baseline data on a customer class basis.
- An overview of the estimated share of electricity use by customer class and major end uses.
- A listing of available load shapes for each customer class.
- A listing of available information about total yearly sales of selected, key energy efficiency equipment, saturation levels of this equipment by customer class, and useful lives of the equipment.
- An assessment of the saturation of other energy efficiency measures, such as efficient industrial processes.
- An assessment of the prevalence of energy conservation behaviors of end users.

The Contractor will provide an Energy Efficiency and Conservation Program assessment report to the Commission by October 15, 2013. This report should provide an analysis of the EE&C program's effectiveness up to May 31, 2013. The report should also provide suggestions for improving the program as a whole. Finally, the report should suggest whether the benefits of the program exceeded its costs and whether additional incremental reduction requirements should be imposed, to include suggested energy and load reduction targets, target dates and funding levels. The Contractor may be asked to provide expert testimony to support these and other conclusions. This assessment report will include, but is not limited to, the following:

- An analysis of the energy and load reductions achieved by EDC EE&C plans up to May 31, 2013.
- An analysis of energy and load reductions achieved by customer class over the entire program period.
- An analysis of overall costs incurred to obtain the energy and load reductions by customer class over the entire program period.
- An analysis of the cost-effectiveness of the program as a whole.
- An assessment of future energy and load reduction potential to include target dates for achieving the targets.

- A recommendation of funding levels to achieve future reduction targets.
- An assessment of future energy and load reduction potential by customer class.
- Identification of best practices.
- Suggestions for improvements to the program as a whole.

TABLE 1

Pennsylvania Energy Efficiency and Conservation Programs – Evaluation, Measurement and Verification, Data Tracking and Reporting Activities: Roles and Responsibilities for EDCs, Statewide Evaluator and Commission

Task and/or Deliverable	Electric Distribution Company (or their Consultant)	Contractor	PA PUC
Statewide Studies			
Coordinated Statewide Market Assessments, Characterizations (e.g. Baseline studies)	XX		
Review and approval of Statewide Market Assessments, Characterizations and TRM updates		XX	XX
Statewide Market Potential Study for additional energy and load reductions after May 31, 2013		XX	
Annual updates to Technical Reference Manual (TRM)		XX	
Approval of TRM updates			XX
Develop and conduct net-to-gross studies	XX		
Coordinate the development of and approve the methodologies for EDC net-to-gross studies		XX	
Planning and Management			
EDC impact and process evaluation plans; including database and reporting protocols, survey templates, and schedules	XX		
Review and approval of EDC evaluation plans		XX	XX
Develop Statewide audit evaluation plan, including cost-effectiveness plan, verification approach (with sampling plan), and schedules		XX	
Review and approval of statewide audit evaluation plan			XX
Coordination of all EDC evaluation efforts	XX	XX	
Coordination of statewide impact and cost-effectiveness evaluation efforts		XX	
Process Evaluation			
Program Process Evaluations	XX		
Customer and trade-ally satisfaction surveys and reports		XX	
Databases			
Design, implementation and maintenance of EDC primary program tracking database(s) with project and program data	XX		
Establishing and implementing quality control reviews of EDC program tracking databases		XX	
Statewide Data Management and Quality Control. Design, implementation and maintenance of statewide database of program, portfolio, EDC and statewide energy and demand savings and cost-effectiveness reporting; provide public web accessible database and reporting system		XX	
Approval of statewide database and reporting plan			XX
Primary Data Collection and Impact Analyses			
First year primary data collection and site baseline and ex-post verification for EE projects	XX		
Persistence of savings analysis for custom measures: primary	XX		

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data collection			
Analyses and documentation of project, program and portfolio gross and net energy and demand savings	XX		
Independent Data Collection and Impact Analyses			
Quality control and due diligence. Inspections of project sites and review of primary data and analyses, preparation of verified achieved versus claimed savings		XX	
EDC Plan Review			
Review of filed EDC plans and provide advice to Commission staff on ability of plans to cost-effectively meet targets		XX	
Review of EDCs' EM&V plans and provide advice to Commission staff on ability of plans to adequately measure energy savings		XX	
Cost-Effectiveness Analyses			
EDC and participant cost reporting and EDC cost-effectiveness analyses	XX		
Review, audit and analysis of EDC and participant cost reporting; independent cost-effectiveness analyses, statewide analyses		XX	
Reporting			
EDC status reports to statewide evaluator on program implementation	XX		
Statewide evaluator status reports to Commission on program implementation		XX	
EDC quarterly and annual reporting of EE program and portfolio net and gross impacts, as applicable, and cost-effectiveness, and EDC progress in reaching targets	XX		
Statewide quarterly and annual report of program and portfolio results: net and gross impacts and cost-effectiveness and EDC progress in reaching targets		XX	
Review PUC evaluation Contractor's statewide and EDC quarterly report of EE program and portfolio results:			XX
Review EDC and PUC Contractor's Annual Report on EE Programs: net and gross savings impacts and cost-effectiveness and EDC progress in reaching targets			XX
Best Practices			
Participation in at least semi-annual impact evaluation process review and improvement workshops as needed	XX	XX	XX
Preparation of best practices recommendations for improvements to impact evaluation processes	XX	XX	
Prepare best practices recommendations for program modifications and improvements	XX	XX	
Other			
Prepare materials and reports in support of Commission analysis of efficiency programs		XX	
Organize and conduct periodic statewide workshops on evaluation results of EE programs		XX	

IV-6. DEVELOPMENT OF FINAL REPORTS. The procedure to develop the Annual Report and the Five-Year Report will be completed in two steps. A detailed description of each step is listed below:

To begin with, each EDC provides its Annual Report to the Commission on July 15. The Contractor will send a draft report to the Commission and the EDCs for review

by August 15 of each year of the Contract. This process will insure that material facts having an impact on the findings are not omitted. If an EDC wishes to submit written review comments, they should do so within fifteen (15) days of receipt of the draft report to both the Contractor and the Commission for review. After the EDCs have submitted all their written comments on the draft report, the Commission Staff will provide Contractor with requested revisions to the draft report by September 15. The Contractor will then provide a final consolidated annual report to the Director of CEEP by October 15.

The Final Report will include, but not limited to, the following, written in terminology that will be understandable to the various persons generally familiar with the subject areas:

1. Introduction which will include the objectives, scope and approach to the audit. An Executive Summary is to be included in the report.
2. For the Annual Review, provide analysis and report on the EDCs' Plans and their effectiveness at achieving the required energy savings.
3. For the Five-Year Review, recommendations for changes and improvements to the Energy Efficiency and Conservation program as a whole. This recommendation would include recommended consumption and peak load reduction targets. It will be necessary that recommendations be justified and accompanied by adequate factual supporting information.
4. The contractor agrees that the Final Report will contain a provision in their preamble that will state that "the findings, conclusions, and recommendations contained in the Statewide Evaluator's report are the findings, conclusions, and recommendations of the Statewide Evaluator only, and, as such, are not necessarily agreed to by the EDCs or the Commission."

IV-7. FINAL REPORT COPIES. The contractor shall provide 40 copies of the Final Report (including one unbound copy suitable for reproduction) to the Commission and 17 copies of the Final Report (including one unbound copy suitable for reproduction) to the Contracting Entity for disbursement to the EDCs. The contractor shall also provide an electronic version of the Final Report that is compatible with the Commission's network software.

IV-8. TESTIMONY. The Contractor is required to stand behind its conclusions and recommendations by testifying and by aiding in the preparation of testimony by Commission staff, if necessary, in any future rate case or other proceeding before the Commission or for proceedings in other venues. The Contractor is required to provide factual support for its conclusions and recommendations in such testimony. The

Contractor's staff involved in providing such testimony shall be compensated at 150% of the hourly rates indicated in the Proposal. These costs will be paid in accordance with the payment methods of the contract; however, those costs will be in addition to and billed separately from the base contract amount at 150% of the salary rates provided in the Contractor's Proposal.

IV-9. ONGOING OBLIGATIONS. Data, records, and other materials collected or created by the contractor regarding evaluation of the conservation plans is property of the Commission. Information must be maintained in a manner to enable access for at least ten years from date of creation of the data, record or other materials. Prior to destruction of such materials, the Contractor must notify the Commission to allow the Commission to take custody of such materials, if it so chooses:

IV-10. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within 10 workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

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Appendix # 5

VENDOR INFORMATION		MAIL OR FAX COMPLETED FORM TO	
VENDOR INFORMATION FORM ST-215REV/5 VENDOR INSTRUCTIONS 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 10/9 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.		MAIL OR FAX COMPLETED FORM TO Allegheny Energy Service Corporation, Supply Chain, Support, 800 Cabin Hill Drive, Greensburg, PA 15601-1888, Fax No.: 724-890-7715	
SEND REQUEST FOR QUOTATION/PURCHASE ORDER TO LEGAL BUSINESS UNIT #0114 (RECEIVED)		REQUESTED DATE: _____ DATE: _____ REQUESTED TIME: _____ TIME: _____	
REMIT TO/PAYMENT ADDRESS AS IT APPEARS ON INVOICE NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT NAME: _____ TELEPHONE NO.: _____ FAX NO.: _____ CONTACT NAME: _____ TELEPHONE NO.: _____ FAX NO.: _____ CONTACT NAME: _____ TELEPHONE NO.: _____ FAX NO.: _____		CREDIT CHECKS: <input type="checkbox"/> Yes <input type="checkbox"/> No Are you EDI capable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
BANK INFORMATION Required for ACH AUTHORIZED BY NAME/Title of the printer: _____ TITLE: _____ BANK ACCOUNT NAME: _____ BANK TYPE: _____ ROUTING NUMBER: _____ ACCOUNT NUMBER: _____ 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.		PAYMENT METHOD: <input type="checkbox"/> Automated Clearing House (ACH - Direct deposit - preferred method (complete bank information below)) <input type="checkbox"/> Check (bank information below not required) TAX ID NO. (TIN): _____ ELECTRONIC DATA INTERCHANGE (EDI) <input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS SELF-CERTIFICATION You may wish to review the definitions for the above categories in the Federal Acquisition Regulation, 19.2 of 42.219-4 (www.acquisition.gov). If you have difficulty ascertaining your size status, please refer to SBA's website at www.sba.usdoe.gov or contact your local SBA office. Under 15 U.S.C. 466 (b), 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.		BUSINESS TYPE: <input type="checkbox"/> Small Business <input type="checkbox"/> Large Business <input type="checkbox"/> Other DIVERSIFIED OR ASSISTANT? <input type="checkbox"/> Yes <input type="checkbox"/> No HUBZONE STATUS: <input type="checkbox"/> HUBZONE SB certified <input type="checkbox"/> HUBZONE S8 certified <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"/> Native American (N) <input type="checkbox"/> Veteran (V) <input type="checkbox"/> Woman-Owned (W) <input type="checkbox"/> Other: _____ OTHER: _____ TITLE: _____ BUSINESS NO.: _____ PHONE NO.: _____ FAX NO.: _____ STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____	
COMPLETED BY SUPPLY CHAIN VENDOR NO.: _____ DATE UPD-TERRM: _____ 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 / /		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:

-
-
-
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:
-
-
-
-

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:
-
-
-
-

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:
-
-
-
-

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.).

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

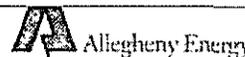
Number:

Duties:

Signature &
Date:

Appendix # 6 (Cont'd)

ALLEGHENY ENERGY SERVICE CORPORATION
SUBCONTRACTING PLAN PROVISIONS
FORM 37-217



1.0 SUB CONTRACTOR 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 SUB CONTRACTOR 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.

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Aestique Executive Healthcare or Medical Center One Aesthetic Way Greensburg, PA 15601 Contact: Michelle Sloan 724-832-7555 / Fax 724-832-7568		Corporate Health Exams Only
A.D.S. Occupational Health Alcohol & Drug Screening, Inc. 110 Feather Bed Lane Winchester, VA 22601 Contact: Jeanette H. Dooley/Judy White 540-667-7236 / Fax 540-667-7238	X	
Allegheny Valley Hospital Occupational Health 1301 Carlisle Street Natrona Heights, PA 15065 Contact: Karen Madoni, RN COHN 724-226-7045 / Fax 724-226-7416	X	X No Corporate Health
Antietam Health Link, Inc. 5000 Letterkenny Road Building 500, Suite #120 Chambersburg, PA 17201 717-267-0162 (Office Open Tues. and Thurs.-Daytime)	X No Breath Alcohol	X No Corporate Health
Antietam Health Link, Inc. 5 Roadside Avenue Waynesboro, PA 17268 Contact: Michael J. Brown, D.O./Kay Brown 717-765-8138 / Fax 717-765-8159	X	X No Corporate Health
Antietam Occ. Medicine 11110 Medical Campus Road, Suite 107 Hagerstown, MD 21742 Contact: Evie Baer, Office Manager 301-714-4420 / Fax 301-714-4415	X	X
Armstrong Occupational Health Medical Arts 600 Suite 650 One Nolte Drive Kittanning, PA 16201 Contact: Linda Wylie, R.N. 724-543-8116 (M-F 8:30 a.m.-5:00 p.m.) Fax 724-543-8534	X	X No Corporate Health
Braxton County Memorial Hospital 100 Hoytman Drive Gassaway, WV 26224 Contact: Linda Knapp 304-364-1037 / Fax 304-364-5809	X	X No Corporate Health

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Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Brownsville General Hospital 125 Simpson Road Brownsville, PA 15417 Contact: Lisa Orris 724-785-1753	X No Breath Alcohol	
Business Health Services (City Hosp.) Dorothy A. McCormack Cancer Treatment and Rehabilitation Center 2000 Foundation Way, Suite 2200 Martinsburg, WV 25401 Contact: Kendra Rogers, RN (Hours 7:00 a.m.-5:00 p.m.) 304-264-1247 / Fax 304-264-1320	X	X No Corporate Health
Business Plus Healthcare (South Hills Medical Bldg. Suite 502) Jefferson Hospital P. O. Box 18119 Pittsburgh, PA 15236 Contact: Regis Noroski 412-469-5983 Scheduling 7:00 a.m. – 4:00 p.m. M-F / Fax 412-469-5946	X	X No Corporate Health
Butler Medical Associates 20421 Route 19 Cranberry Township, PA 16066 Contact: Dianne Scalamogna/Judy Frederick 724-776-3080 / Fax 724-776-1340	X	X No Corporate Health
Butler Medical Associates (Butler Main Office) 1022B North Main Street Butler, PA 16001 (Main Office) Contact: Lisa Weckerly/Jean Bianco 724-282-7910 / Fax 724-282-2616 724-282-1010 Scheduling	X	X No Corporate Health
Centre Community Hospital 1800 East Park Avenue State College, PA 16803 Contact: Emma Smith 814-231-7094 Occupational Health 814-234-6106 Scheduling appts.	X	X
Clarion Hospital Occupational Health Service (Health Works One Hospital Drive Clarion, PA 16214 Contact: Leigh Ann Hewitt, Occ. Mgr. 814-226-1396 (7:30 a.m.-4:00 p.m. M-F) Fax 814-226-1497	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Davis Memorial Hospital, Inc. P. O. Box 1484 Elkins, WV 26241 Contact: Robin Rowan, Dr. John Vetch 304-637-3265 / Beeper 304-362-7501 Fax 304-637-3779</p>	X	X No Corporate Health
<p>Dubois Hospital Occ. Health Ctr. West Side, 100 Hospital Avenue P. O. Box 447 Dubois, PA 15801 Contact: Connie Mowrey 814-375-3000 Fax 814-375-3346</p>	X	X No Corporate Health
<p>Elk Regional Health System 99 Hospital Street Ridgway, PA 15853 Contacts: Lab Mgr. Carol Yankovich Jane Eagen, LPN 814-788-5600 Fax 814-788-5690</p>	Drug and Alcohol— No Breath Alcohol	X
<p>Fairmont Clinic Fairmont Medical Group P. O. Box 1112 Fairmont, WV 26554 Contact: Peg Toothman 304-366-0700 Fax 304-366-9529</p>	X	X
<p>Fairmont General Hospital 1325 Locust Avenue Fairmont, WV 26554 Contact: Brian Pulice 304-367-7544 / Beeper 304-362-6221 Fax 304-367-7149</p>	X	X No Corporate Health
<p>Fairmont Physicians, Inc. Rife Medical Arts Building 811 Pike Street Shinston, WV 26431 Contact: Heather Bailey 304-592-0992 Fax 304-592-0993</p>		Corporate Health Only
<p>Fay West Occ. Health Services (Pamela Gianni, M.D., M.P.H.) R. D. #6, Box 2854 Rt. 819S Mt. Pleasant, PA 15666 (Hours 9:00 a.m.-5:00 p.m. M & Th 7:00 a.m. – 3:00 p.m. T, W, & F) Contact: Brandy Mayhle/Dawn Miller 724-547-4957 / Fax 724-547-4959</p>	X No Breath Alcohol	X

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Frederick Occ. Health Service 1560 Opossumtown Pike Frederick, MD 21702 Contact: Carolyn Cable 301-698-3000 / Fax 301-698-3003	X	X No Corporate Health
Frick Hospital & Community Health Center 308 South Church Street Mt. Pleasant, PA 15666 Contact: Dick Frey 724-547-1050 / Fax 724-547-1666 Call Lab after hours (724-547-1255)	X (24 hours)	
Frostburg Health Center 10701 New George's Creek Road Frostburg, MD 21532 Contact: Susie Thrasher 301-689-3229 / Fax 301-689-1129	X	X No Corporate Health
Hagerstown Medical Lab 747 Northern Avenue Hagerstown, MD 21740 Contact: No contact needed - whoever answers 301-790-8670 Fax 301-790-3707	X	
Hampshire Memorial Hosp., Inc. 549 Center Avenue Romney, WV 26757-1199 Contact: Jeanette McCauley-Saville 304-822-5817 Fax 304-822-7809	X	X No Corporate Health
HEALTHSOUTH Nittany Valley Rehabilitation Hospital 550 W. College Avenue Pleasant Gap, PA 16823 Contact: Cindy Parks 814-234-1986 M-W / 814-359-3421 Ext. 752 T-Th-F Stephanie Wesolowski 814-359-3421 Fax 814-359-5898	X	X No Corporate Health
Hempfield Medical Park 870 Weatherwood Lane Mt. Pleasant Road Greensburg, PA 15601 Contact: Kathy Dobrosky, Diagnostic Associates 724-853-1610 Fax 724-853-1614		X Corporate Health Only (diagnostic testing and physical exam) Sigmoid at Latrobe Hospital.

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Institute of Occupational & Environmental Health 3801 Health Sciences South P. O. Box 9190 Morgantown, WV 26506 Contact: Carolyn Bolyard/Chris Garbart 304-293-3693 / Fax 304-293-2629 Reference must be made when scheduling appts: UHA Med. Records #52509320	No Reasonable Cause or Random Drug Testing— Pre-Employment Only	X No Corporate Health
Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750 Contact: Bonnie McGowan/Janet Campbell 740-374-4915 Fax 740-374-4977	X Drug tests may be scheduled after hours for random testing.	X No Corporate Health
MedBrook Medical Center 1370 Johnson Avenue Bridgeport, WV 26330 Contact: Bath Belcastro/Cassandra Boyles 304-842-7495 / Emergency 304-842-7186 Fax 304-842-7578	X	X
WPHC At Delmont Westmoreland Primary Health Center 421 Route 22 Delmont, PA 15626 Contact: Sue O'Nam 724-468-8764 / Fax 724-468-8785	X	X No Corporate Health
WPHC at Irwin Westmoreland Primary Health Center 9337 Lincoln Way West Irwin, PA 15642 Contact: Marcy Cindric 724-864-7720 Fax 724-864-4614	X	X No Corporate Health
WPHC at Mt. View Westmoreland Primary Health Center R. D. #8, Box 130M Greensburg, PA 15601 Contact: Melanie Russell 724-834-2525 Fax 724-834-6171	X	X No Corporate Health
WPHC At Youngwood Westmoreland primary Health Center 505 N. Fourth Street Youngwood, PA 15697 Contact: Regina Kintz 724-925-3300 Fax 724-925-1690	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Mid-Ohio Valley Medical Assoc. 604 Ann Street Parkersburg, WV 26101 Contact: Lisa Null/Robin Lyons 304-485-3300 Fax 304-485-3317	X No Breath Alcohol	X Must schedule appointment
Monongahela Valley Hospital, Inc Country Club Road Monongahela, PA 15063 Contact: Janel Kuhn, RN 724-258-1224 Fax 724-258-5075	X	X No Corporate Health
Monongalia Hospital 1200 J.D. Anderson Drive Morgantown, WV 26505 Contact: Lavora Price/Bonnie McMillan 304-598-1251 Fax 304-598-1256	X Drug Collection Only (24 hrs.)	
Mt. Top Medical Center P. O. Box 77 Mt. Storm, WV 26739 Contact: Dixie Collette 304-693-7616 Fax same as telephone	X	X No Corporate Health
Page Health Care 125 Memorial Drive Luray, VA 22835 Contact: Clara Layman 540-743-1532 / Fax 540-743-1288	X	X
Page Memorial Hospital 200 Memorial Drive Luray, VA 22835 Contact: Bonnie J. Frye, RN (Marketing) 540-743-4561 Ext. 222 / Fax 540-743-9560	X	
Potomac Valley Hospital 167 South Mineral Street Keyser, WV 26726 Contact: Cindy Wilson, RN 304-788-3141 / Fax 304-788-0141	X	X No Audiograms No Corporate Health
Preston Memorial Hospital 300 South Price Street Kingwood, WV 26537 Contact: Jolinda Stemple or Kelly Jeffries 304-329-4702 (Kelly - Ext. 305) / Fax 304-329-1175	X	X No Corporate Health
St. Joseph Occupational Health P. O. Box 327 Parkersburg, WV 26102 Contact: Robert Spencer 304-424-4229 / Pager 304-420-5390	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
St. Joseph Medical Plaza 10 Amalia Drive Buchannon, WV 26201 Contact: Linda Lantz 304-473-2208 Lab: Michael Wallon 304-473-2042	X (24 hrs.)	X No Corporate Health
Elk Regional Health Center 763 Johnsonburg Road St. Marys, PA 15857 Contact: Sharon K. Woge, BAT, Occ. Health 814-788-8565 / Fax 814-788-8046	X	X No Corporate Health
Summit Health/Waynesboro Hospital 501 E. Main Street Waynesboro, PA 17268 Contact: Jerrin Shanholz, Sales Rep. 717-267-4874 / Pager 301-293-3845 Cellular 301-667-9210 / Fax 717-267-6368 Lab Mgr. David Meeder 717-765-4900 Ext. 5313	X	Use Antietam Health Link for Pre- Employment DOT exams. No Corporate Health
Trinity Workcare 3203 Johnson Road Steubenville, OH 43952 Contact: Pam Vukelich 740-264-4250 / Fax 740-264-0148	X Drug screening M-F 8-4. After hours, 740-284-2154. Afr the beeper tone, you must dial number where you can be reached; otherwise call hospital operator at 740-264-8000	X No Corporate Health
Urgent Care Center 607 East Jubal Early Drive Winchester, VA 22601 Contact: Kelly Macher 540-722-0691 Diane M. Hearne, RN 540-722-4525 Fax 540-722-0693	X	X No Corporate Health
Warren Memorial Hospital 1000 Shenandoah Avenue Front Royal, VA 22630 Contact: Denise Eastham 540-636-0259 / Drug Screen Only 540-636-0280 Fax 540-636-0124	X	X No Corporate Health
Washington Hospital Occupational Medical Center 95 Leonard Avenue Washington, PA 15301 Contact: Denise Garvey, RN 724-223-3528 / Fax 724-229-2401	X	X No Corporate Health
Waynesboro Hospital - See Summit Health		

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Weirton Medical Center 601 S. Colliers Way Weirton, WV 26062 Contact: John Kopcha 304-797-6110 Linda Hoge 304-797-6028	X	
Westmoreland Regional Hospital 532 W. Pittsburgh Street Greensburg, PA 15601 Lab: 724-832-4365 (D&A) Contact: Donna Barkey Supv. 724-832-4896	X Reasonable Cause and Post Accident Only (24 hrs.)	
WorkWell Wellness Center St. Francis Central Hospital 1200 Centre Avenue Ninth Floor, Suite 970 Pittsburgh, PA 15219 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.
1-800-253-5077**

4/26/00

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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	www.poweradvocate.com
PowerAdvocate Contact:	support@poweradvocate.com (Website questions ONLY)
Allegheny Energy Contacts:	Barbara Crowe (General RFQ questions) bcrowe@alleghenyenergy.com

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 (browe@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. 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.

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.

Dashboard	Company Filter: [POTENTIALS]	Review Documents	Submit Documents	RFP In Data Sheet				
(Filtering / Buyer)	Open	Close	Download RFP	Upload Proposal	Commercial	Technical	Pricing	
Distribution Transformer: Round 2 PowerAdvocate	04/26/17 1:00 AM EDT	04/27/17 4:00 AM EDT	1	2	3	4	5	
Eligibility Transformer PowerAdvocate	11/27/16 6:07 AM EST	12/01/16 4:00 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 2) PowerAdvocate

Open: 04/26/17 01:00 AM EDT Close: 04/27/17 04:00 AM EDT Time Remaining: 9 days 12 hours 16 mins 20 sec

Buyer Contact: Jim L...@power.com

[1. Download RFP](#)
[2. Upload Proposal](#)
[3. Commercial Data](#)
[4. Technical Data](#)
[5. Pricing Data](#)

Address	Linked Item	Issue Date	Ball ID	Ball #	File Name	File Size	Download
Business Information	Proc Bases	11/10/16			170711-Bid.doc	21 KB	<input type="checkbox"/>
Technical Information	Linked Item	Issue Date	Ball ID	Ball #	File Name	File Size	Download
Document Description	Proc Bases	11/10/16			Loss Calculations.xls	11 KB	<input type="checkbox"/>
Loss Data		11/10/16			Insulation Report (1).pdf	7 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 Hours | Award #)
 Oper: 04/19/2019 10:00 AM EDT Case: 1427407 142000 AM EDT First Registered: 02/02/13 10:00 AM EST
 PowerAdvocate
 Hayes Contract: Joe Levesque 00

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

Submit Bid Proposal

Select Document Type: Document Description: Issue Date: Reference ID: Revision #:

Select File (Ctrl+Browse) to Select File and "Submit Document" in Page Header

Bid Submission

Technical Information

Document Description	Created From	Issue Date	Rev.#	File Name	File Size	Upload Date	Actions
Proposed Cable	1427407	1427407	1	Distribution Transformer.doc	15 KB	1/20/17	

- > 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 PDF 2. Upload Proposal 3. Commercial Data 4. Technical Data 5. Pricing Data

1. Commercial 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

Printed Name: Home Number: Work Number: E-Mail Address:

- > 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

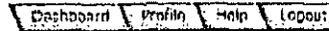
To send an email to the Bid Event Coordinator, click on the envelope icon to the right of "Buyer Contact".

Distribution Transformer: Round 2 (View Round 1 | Round 2)
PowerAdvocate
Date: 04/13/07 05:00:00 AM EDT Close: 04/27/07 04:00:00 AM EDT Time Remaining: 1 days 12 hours 37 mins 12 secs
Buyer Contact: Joe L. ...
1. Overview (RFI) 2. Updated Financials 3. Commercial Data 4. Technical Data 5. Pricing Data
Save Data Your information can be changed after it is saved. If you leave this page without saving it first, you will lose all unsaved data.
Manufacturer's Data Sheet
General Information
To Manufacturer
? Warranty

- > 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
- > PowerAdvocate support is available from Mon-Fri, during regular business hours (EST)

Notes:

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Power Advocate, Inc.
179 Lincoln St.
Boston, MA 02110 USA

Support: 857.453.5800
Fax: 857.453.5858
support@poweradvocate.com
Web: www.poweradvocate.com

Appendix #12
PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA. 17105-3265

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Public Meeting held February 5,
2009

Commissioners Present:

James H. Cawley, Chairman
Tyrone J. Christy, Vice Chairman
Robert F. Powelson
Kim Pizzingrilli
Wayne E. Gardner

Implementation of Act 129 of 2008
Phase 2 – Registry of Conservation Service
Providers

Docket No.
M-2008-2074154

FINAL ORDER

BY THE COMMISSION:

Section 2 of Act 129 of 2008 directs the Commission to establish, by March 1, 2009, a registry of approved persons qualified to provide conservation services to all classes of customers. 66 Pa.C.S. § 2806.2(a). The Commission must develop an application for registration as a conservation service provider and may charge a reasonable registration fee. 66 Pa.C.S. § 2806.2(b). This Implementation Order will establish the minimum experience and qualification requirements each conservation service provider must meet to be included in the registry. It also establishes a registration application package and fee schedule.

BACKGROUND AND HISTORY OF THIS PROCEEDING

Governor Edward Rendell signed Act 129 of 2008 (“the Act”) into law on October 15, 2008. The Act took effect 30 days thereafter on November 14, 2008. Among other things, the Act created an energy efficiency and conservation program, codified in the Pennsylvania Public Utility Code at Sections 2806.1 and 2806.2, 66 Pa.C.S. §§ 2806.1 and 2806.2. Under this program an EDC with at least 100,000 customers must adopt a plan, approved by the Commission, to reduce electric consumption by at least one percent (1%) of its expected load for June 1, 2009 through May 31, 2010, adjusted for weather and extraordinary loads. This one percent (1%) reduction is to be accomplished by May 31, 2011. By May 31, 2013, the total annual weather-normalized consumption is to be reduced by a minimum of three percent (3%). Also, by May 31, 2013, peak demand is to be reduced by a minimum of four-and-a-half percent (4.5%) of the EDC’s annual system peak demand in the 100 hours of highest demand, measured against the EDC’s peak demand from June 1, 2007 through May 31, 2008.

As noted above, the Act states that “[t]he Commission shall, by March 1, 2009, establish a registry of approved persons qualified to provide conservation services to all classes of customers.” 66 Pa.C.S. § 2806.2(a). The Act further defines “conservation service provider” 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 [EDC].” 66 Pa.C.S. § 2806.1(m). Finally, the Act requires each EDC plan to “include a contract with one or more conservation service providers selected by competitive bid to implement the plan or a portion of the plan as approved by the Commission.” 66 Pa.C.S. § 2806.1(b)(1)(i)(e).

On November 14, 2008, the Commission issued a Secretarial Letter under the above-referenced Docket No. initiating Phase 2 of its implementation of Act 129. This Secretarial Letter also solicited comments regarding the experience and qualifications the

Commission should establish for conservation service providers on the registry. Comments were due November 26, 2008.

The parties who filed comments in response to the November 14, 2008 Secretarial Letter were: ClearChoice Energy (“ClearChoice”); CPower, Inc. (“CPower”); The E Cubed Company, LLC (“E Cubed”); Energy Association of Pennsylvania (“EAP”); Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), and Pennsylvania Power Company (“Penn Power”), (collectively, “FirstEnergy”); the National Association of Energy Service Companies (“NAESCO”); PECO Energy Company (“PECO”); Pennsylvania Utility Law Project (“PULP”); Positive Energy, Inc. (“Positive Energy”); PPL Electric Utilities Corporation (“PPL”); Reliant Energy, Inc., (“Reliant”); and West Penn Power Company, d/b/a Allegheny Power (“Allegheny”).

On December 22, 2008, the Commission entered a Tentative Order tentatively establishing the Conservation Service Provider Registry. The Tentative Order was to become final unless adverse comments were received no later than January 2, 2009. Allegheny, EAP, FirstEnergy, PECO, Positive Energy and PPL all filed adverse comments. These comments will be addressed in the applicable sections below.

DISCUSSION

With this implementation order the Commission establishes a registry of conservation service providers as directed by Act 129 of 2008. 66 Pa.C.S. § 2806.2. This conservation service provider (“CSP”) registry will be administered and maintained by the Bureau of Fixed Utility Services (“FUS”). The Commission stresses that the qualifications established herein are minimum qualifications for registration and that EDCs will be permitted to establish additional reasonable requirements based on the type and scope of work to be performed by the CSP.

A. Application Review Process

An application for entry into the Commission's CSP registry shall be made on the form provided in Annex A of this CSP Registry Implementation Final Order.¹ A copy of the application may be obtained from the Commission's Secretary. The application form will also be made available on the Commission's internet web site. An application for entry into the CSP registry shall be verified by an oath or affirmation as required in 52 Pa. Code § 1.36 (relating to verification). An original and one copy of the completed application and supporting attachments shall be filed with the Secretary's Bureau with a copy to the Bureau of Fixed Utility Services and the Bureau of Conservation, Economics and Energy Planning ("CEEP"). An application shall be accompanied by a non-refundable application fee of \$125 in a form as proscribed in 52 Pa. Code § 1.42.

The application, with supporting attachments, shall be completed in its entirety. Incomplete applications and those without supporting attachments, when needed, will be rejected without prejudice. Commission staff will review all applications for completeness within 20 days of its filing. Commission staff will act on a complete application within 30 days of receipt of a completed application.

All submitted CSP registry applications will be reviewed by FUS to determine if the applicant is financially responsible. The Bureau of Conservation, Economics and Energy Planning will review all CSP registry applications to determine if the applicant has the minimum technical experience and qualifications. If the application is approved by both FUS and CEEP, FUS will notify the applicant and place the applicant on the registry. If either FUS or CEEP or both determine that the application should be denied, FUS will notify the applicant and provide a brief explanation for the denial. A denial

¹ This same form is also to be used for renewal applications.

may be appealed to the Commission consistent with the provisions found in 52 Pa. Code § 5.44 (relating to petitions for appeal from actions of staff).

FirstEnergy requested that the Commission establish time periods in which Commission Staff must act on each CSP application. Specifically, FirstEnergy suggests that a determination as to the completeness of an application be made within 10 days and a final determination on the application within 30 days of the filing of a complete application. The Commission agrees with FirstEnergy that an established time period for staff review of applications will provide a reasonable level of certainty as to when the CSP applicant and any potential EDC client may expect a final determination. However, the Commission believes that extending the period for determining the completeness of an application to 20 days will allow Commission staff and an applicant more of an opportunity to seek and provide clarification and supplemental materials without resubmitting an entirely new filing.

As this registry is not meant to constitute a license or certification, and as the Commission is permitting EDCs to require additional qualifications and verifications during its competitive bid process, the Commission will not impose any additional reporting requirements upon registered CSPs. However, the Commission does expect CSPs to notify the Commission, in writing, of any changes to the information provided in its application. Moreover, in order to maintain a relatively current registry, the Commission will require all registered CSPs to re-qualify every two years. The non-refundable re-registration application fee shall be \$25. A CSP on the registry may at any time file a written and verified request to be removed from the registry.

PECO requested that the Commission reduce CSP re-qualification from every three years to every two years. PECO notes that this is a compromise from its original position that CSPs must re-qualify every year. PECO asserts that having a “relatively current” registry is not adequate, given the fact that the Commission has found the CSP to

be technically qualified, financially viable, and has reviewed the criminal and civil background information provided by the CSP.² The Commission has adopted PECO's request. However, the Commission reiterates that the registry consists of CSPs that meet the Commission's minimum qualifications and is not intended to absolve any EDC of its duty to exercise due diligence in reviewing a CSP bid or financial viability or criminal background prior to contracting with that CSP. The Commission reiterates that this registry is not meant to constitute a license, certification or warranty.

B. Conservation Service Provider Identity Information

The Act 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 registry applicants to provide the following information:

1. Legal name of the applicant.
2. Trade or Commercial (Fictitious or Doing Business As (d/b/a)) names used.
3. Pennsylvania business address.
4. Principal place of business.
5. The name, title, business address and phone number for principal officer(s), partner(s) or director(s) of the applicant.
6. Name, business address, telephone number, fax number and email address for a Pennsylvania regulatory contact and for an agent for service of process.

² PECO's comments on the Tentative Order at p. 4.

7. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs.
8. Completed application form, including affidavit of officer attesting to the accuracy of information provided.
9. Registration fee in a form prescribed in 52 Pa. Code § 1.42.
10. Copy of documentation from the Pennsylvania Department of State demonstrating that the applicant is registered to do business in Pennsylvania.³
11. Copy of documentation from the Pennsylvania Department of State demonstrating that any fictitious name to be used by the applicant is registered to the applicant in Pennsylvania.⁴

Allegheny, EAP, FirstEnergy, PECO and PPL each requested that the Commission interpret the statute in such a way that allows a CSP affiliated with an EDC to provide services to other non-affiliated EDCs. These commenters assert that it would be unreasonable and discriminatory to exclude qualified and experienced CSPs from providing services to all EDCs. These commenters further note that as contracts with CSPs must be competitively bid, any unfair advantage an affiliated CSP may have is eliminated.

³ A copy of any document from the Department of State documenting the Applicant's Department of State entity number is adequate. Certified copies of Pennsylvania Department of State documents are not required as the applicant will be verifying all information provided pursuant to 52 Pa. Code § 1.36.

⁴ *Id.*

The Commission declines to interpret that statute as Allegheny, EAP, FirstEnergy, PECO and PPL request. Initially, the Commission notes that “[w]hen the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.” 1 Pa.C.S. § 1921(b). The Commission believes the relevant portion of Act 129 is clear and free from all ambiguity. Specifically, the definition of CSP states that a CSP is “[a]n entity that has no direct or indirect ownership, partnership or other affiliated interest with *an* electric distribution company.” 66 Pa.C.S. § 2806.1(m) (emphasis added). This language is clear, and without ambiguity, that a CSP cannot be affiliated with an EDC. The fact that the General Assembly added this qualifier to the definition of a CSP further militates for excluding all affiliates of EDCs from the registry.

If the General Assembly had intended to only exclude CSPs from serving an EDC it was affiliated with, they would have separated this qualifier from the first clause of the definition. For example, the General Assembly could have defined a CSP as follows: “An entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption. A CSP that has direct or indirect ownership, partnership or other affiliated interest with an electric distribution company is prohibited from serving that electric distribution company.” Therefore, as the language of the statute is clear and without ambiguity, the Commission declines to speculate on the General Assembly’s intent as these commenters request.

C. Minimum Experience and Technical Qualifications

To begin with, it must be noted that CSPs have a specific role under the Act. The Act requires each EDCs’ Energy Efficiency and Conservation (“EE&C”) plan to include one or more CSPs to “provide[] information and technical assistance on measures that enable a person to increase energy efficiency or reduce energy consumption.” 66 Pa.C.S. §§ 2806.1(b)(1)(i)(e) & 2806.1(m). As such, it is the Commission’s intent to include in

the registry those entities that will provide consultation, design, administration, management or advisory services to an EDC regarding that EDC's EE&C plan. This registry is not intended as a resource of businesses, whose sole purpose is the installation of measures, supplying equipment, or other contracting work for use by the general public and EDC customers.

Again, the Commission reiterates that its criteria are minimum experience and qualification requirements. Thus, the Commission will allow EDCs to impose additional reasonable experience and qualification requirements that are commensurate with the type and scope of work to be performed by each CSP under the EDC's specific EE&C plan. Based on this interpretation of the Act, the Commission directs that a CSP, or its principals, must have at least two years of documented experience in providing program consultation, design, administration, management or advisory services related to energy efficiency and conservation services. Moreover, the Commission expects EDCs to require criminal and other background checks for any person associated with the EDC's EE&C plan who will enter a customer's premises or otherwise have personal contact with an EDC customer. See *Service Employees International Union, Local 69, AFL-CIO v. The Peoples Natural Gas Company, d/b/a Dominion Peoples*, Docket No. C-20028539 (December 19, 2003) (contractor personnel must be monitored and controlled by the utility); *Moyer v. PECO Energy Co.*, PUC Docket Number C-00003176 (January 24, 2001); *In re The Contracting for Service with Bermex, Inc.*, PUC Docket Number M-00960801 (September 18, 1996); and *Fritz v. Peoples Natural Gas Co.*, PUC Docket Number C-00957277 (February 8, 1996).

Positive Energy requested that the Commission eliminate the minimum three year experience requirement for CSPs. Positive Energy asserts that this minimum requirement would exclude many well qualified CSPs. Positive Energy further asserts that Act 129

intended the CSP registry to simply be a list of CSPs that could participate with an EDC.⁵ The Commission disagrees with Positive Energy's interpretation of the Act. The Act specifically states that "[i]n order to be included in the registry, a [CSP] *must meet experience* and other qualifications determined by the Commission." 66 Pa.C.S. § 2806.2(a) (emphasis added). Thus, per the clear language of the statute, CSPs must have a minimum level of experience to be included on the registry. With that said, the Commission has taken Positive Energy's comment into consideration and has reduced the minimum experience level from three years to two years of documented experience. The Commission declines to provide a waiver process for the two year minimum experience, as such a waiver would subsume the requirement and make it a nullity.

Allegheny requested that the Commission clarify that the minimum experience requirement for CSPs does not apply to EDC-run programs. The Commission does not believe such clarification is necessary. The minimum requirements being established in this order are for CSPs only, as this order is establishing a CSP registry. With that said, the Commission notes that it continues to have all the powers provided it by the Public Utility Code to regulate jurisdictional utilities' management practices, including the management of any program related to an energy efficiency and conservation plan. *See, e.g.*, 66 Pa.C.S. § 1505(b).

Allegheny also requested that the Commission expand the scope of services the registered CSPs can perform. Specifically, Allegheny requested that the registry include entities that provide any type of relevant conservation-related services, such as energy audit functions.⁶ The Commission declines to expand the scope of services covered by the CSP registry as Allegheny requested. The example Allegheny provided, energy audit functions, is precisely the type of service the Commission intends to exclude, as such service can only be provided to customers, not EDCs. We reiterate that this registry is

⁵ Positive Energy's comments on the Tentative Order at p. 4.

⁶ Allegheny's comments on the Tentative Order at p. 3.

not to include entities that only serve EDC customers. Thus, entities may not gain registered status based upon experience or proposed services provided directly to EDC customers. The Commission fully expects that such entities will be employed to implement the EDC's EE&C plan measures. As pointed out above, the Act requires each EDC EE&C plan to include one or more CSPs to "provide[] *information and technical assistance* on measures that enable a person to increase energy efficiency or reduce *energy consumption.*" 66 Pa.C.S. §§ 2806.1(b)(1)(i)(e) & 2806.1(m) (emphasis added). This definition does not include the terms employ, execute, implement, or install energy efficiency and conservation measures as defined in 66 Pa.C.S. § 2806.1(m). However, entities that provide consultation, design, administration, management or advisory services on energy audit functions or other relevant conservation-related services to EDCs will be permitted to register.

Finally, Allegheny requested that the Commission clarify the language in paragraph 8 of the application regarding regions the CSP intends to serve. Specifically, Allegheny requested that the Commission replace the term "region(s)" with a reference to EDC service territories and portions thereof that the CSP intends to serve. The Commission agrees that the term "region" is vague and has revised the application by eliminating a reference to regions and simply asked the CSP to list the EDCs it can serve. The Commission stresses that the intent of this request is to assist in identifying EDCs each CSP is capable and willing to serve. It is not intended to identify what customers an installer, equipment supplier or construction contractor is capable of serving. In addition, the language was revised to clarify that the Commission is only seeking information on the types of energy efficiency and conservation measures on which a CSP is capable of providing information or technical assistance to an EDC. This is in recognition that there are CSPs that focus their business on certain types of energy users, such as large industrial, retail or residential, as each has a unique set of requirements.

As such, the Commission will require all applicants to provide the following information regarding its experience and technical qualifications:

1. The types of services the applicant is able to provide to an EDC, the EDCs the Applicant is able to serve, and the types of energy efficiency and conservation measures on which the Applicant can provide information and technical assistance to an EDC.
2. A description of the documentation provided to support the applicant's technical fitness.
3. Copies of the certification(s) or other documentation utilized to demonstrate technical fitness.
4. Disclosure of any current investigation for violation of consumer protection laws.
5. Disclosure of complaints filed with any regulatory or prosecutory agency for the prior three years, to include the resolution and status of all complaints.

D. Evidence of Financial Responsibility

As the Commission will permit, and expect, each EDC to establish financial fitness and insurance or bonding standards commensurate with the type and scope of work to be performed by a CSP, the Commission is requesting information that will focus on whether the CSP is capable of operating in Pennsylvania and financially responsible. The applicant can establish financial responsibility by submission of its state tax certification, proof of adequate insurance, and disclosure of any bankruptcies, tax delinquencies and fraud convictions. As such, the Commission will not require the submission of financial statements and tax returns, as previously listed in the tentative order; this will shorten the staff time needed to review the applications and, further, allow

the Commission to reduce the filing fee from \$350 to \$125. As noted earlier herein, the registry is not meant to constitute a license, certification or warranty.

Therefore, the Commission requires all CSP applicants to provide the following information with an application for registry:

1. Completed Pennsylvania state tax certification statement.
2. Disclosure of delinquency with taxing authorities in Pennsylvania.
3. Disclosure of bankruptcy or liquidation proceedings for prior three years.
4. Criminal disclosure (fraud, theft, larceny, deceit, consumer protection or deceptive trade law convictions or violations).
5. A description of the types and amounts of insurance carried by the applicant.

THEREFORE,

IT IS ORDERED:

1. That the Commission hereby establishes a Conservation Service Provider Registry pursuant to 66 Pa.C.S. § 2806.2.

2. That the Commission hereby adopts the Application Form for Parties Wishing to Register as a Conservation Service Provider as found in Annex A.

3. That the Commission hereby establishes a \$125 initial application fee and a \$25 application renewal fee.

4. That the Commission's Bureau of Fixed Utility Services shall maintain and administer the registry, with the assistance of the Commission's

Bureau of Conservation, Economics and Energy Planning, as outlined in this Order. The Conservation Service Provider Registry shall be available on the Commission's website.

5. That copies of this final order be served upon the Office of Consumer Advocate, the Office of Small Business Advocate and any party that previously filed comments under Docket No. M-2008-2074154.

BY THE COMMISSION

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: February 5, 2009

ORDER ENTERED: February 5, 2009

RECEIVED
JUL 15 2010
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANNEX A



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

**Conservation Service Provider
Registration Application Package and Checklist
(Initial and Renewal)**

Please check the following list to insure that you have enclosed each applicable item listed. Your Application cannot be approved until all items below are received.

- I. Registration Application.
- II. Original signed and notarized Affidavit.
- III. Tax Certification Statement (Appendix A).
- IV. A check for \$125 (initial applications) or \$25 (renewal applications) made payable to the "Commonwealth of Pennsylvania."
- V. Appropriate Pennsylvania Department of State filings.
- VI. Insurance documentation.
- VII. Technical fitness documentation.

Application Form for Parties Wishing to Register as a Conservation Service Provider

The attached application form is for those entities that desire listing on the Public Utility Commission's registry of qualified conservation service providers ("CSP"), as defined by Act 129 of 2008. It is applicable for both an initial application and the two year periodic renewal of an application.

An entity that is directly or indirectly owned, partnered or in any way affiliated with an electric distribution company ("EDC") is not eligible for the registry.

The registry lists CSPs that can advise an EDC and/or provide consultation, design, administration or management services to an EDC related to the implementation of the EDC's Energy Efficiency and Conservation plan. Therefore, an applicant must have at least two years of experience in providing program consultation, design, administration, management or advisory services related to energy efficiency and conservation services. The registry is not intended as a list of entities that limit their services to the installation of energy efficiency measures, equipment or materials to EDC customers or the public in general.

You may use the attached form to make your application. **(Remove this instruction sheet prior to filing.)** If you need more space than is provided on this form or if you are attaching exhibits, attach additional pages and exhibits immediately following the page containing the item(s) being addressed. Certified copies of documents from Commonwealth agencies or departments are not required. You are also required to file an electronic version of this document (excluding "confidential" information) using any version of Word, Word Perfect or DOS text software. One compact disc must accompany the paper copies to be filed with the Pennsylvania Public Utility Commission.

To file an application with the Pennsylvania Public Utility Commission, **file a signed and verified original and one copy**, and an electronic version of your application and attachments with the Commission's Secretary's Office in Harrisburg, Pennsylvania:

In person or by mail other than first-class:

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

By first-class mail:

Secretary
Pennsylvania Public Utility Commission
Post Office Box 3265
Harrisburg, Pennsylvania 17105-3265

Questions pertaining to completion of this application may be directed to the Bureau of Fixed Utility Services at the above address or you may call the Bureau at (717) 787-3664.

If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania.

Confidentiality:

If any of your answers require you to disclose what you believe to be privileged or confidential information not otherwise available to the public, you should designate at each point in the Application that the answer requires you to disclose privileged and confidential information. You should then submit

the information on documents stamped "CONFIDENTIAL" at the top in clear and conspicuous letters and submit one copy of the information under seal to the Secretary's Office along with the Application. Applicant must fully support its request to maintain confidentiality for the information which it believes to be confidential or proprietary. Such request shall be deemed to be a Petition for Protective Order and will be ruled upon by the Commission in conjunction with the license application. Pending disposition, the information will be used solely for the purpose of evaluating the license application, and the confidentiality of this information will be maintained consistent with the Commission's rules and regulations pertaining to confidentiality.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of _____, d/b/a _____, for registration as a Conservation Service Provider ("CSP") in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The legal name, address, telephone number, FAX number and email address of the Applicant are:

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated as a CSP within the preceding five (5) years, including name, address, and telephone number.

2. **CONTACT PERSON:** The name, title, address, telephone number, FAX number and email address of the person to whom questions about this Application should be addressed are:

3. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a");

Provide proof of compliance with appropriate Pennsylvania Department of State filing requirements.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Please attach a copy of the proof of compliance to the Application.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Please attach a copy of the proof of compliance to the Application. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name, title, telephone number and address of officers, partners or directors.

The Applicant is incorporated in the state of _____.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania as a CSP or an electric distribution

company ("EDC") are:

Give name and address of the affiliate(s).

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

The Applicant is presently doing business in Pennsylvania as a

Describe nature of business.

OR

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS**

Describe the type(s) of services that the Applicant is able to provide to an EDC, the EDCs the Applicant is able to serve, and the types of energy efficiency and conservation measures on which the Applicant can provide information and technical assistance to an EDC.

9. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix A to this application.

10. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person

identified in this Application is currently under investigation for or has been convicted of a crime involving fraud, theft, larceny, deceit, violation of consumer protection law, violation of deceptive trade law or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last three (3) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

11. **DELINQUENCY:** State specifically whether the Applicant, an affiliate, or a predecessor of either is currently delinquent with any taxing authority in Pennsylvania.

12. **BANKRUPTCY:** Identify all bankruptcy or liquidation proceedings for prior three years. Provide a statement as to the resolution or present status of any such proceedings.

13. **CUSTOMER COMPLAINTS:** Identify all customer complaints filed with a regulatory or prosecutory agency for prior three years. Provide a statement as to the resolution or present status of any complaints.

14. **FINANCIAL RESPONSIBILITY:**

A. Applicant shall provide sufficient information to demonstrate financial responsibility commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Organizational structure including parent, affiliated or subsidiary companies.
- Published parent company financial and credit information.
- A description of the types and amounts of insurance carried by Applicant.

B. Applicant must provide the following information:

- Identify Applicant's principal officers (owners, executives, partners and/or directors, as appropriate for organizational structure, including names, titles, business addresses, telephone numbers and their professional resumes.

15. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's management directly responsible for operations, including names, titles, business addresses, telephone numbers and their professional resumes.
- Copies of any certification(s) or similar documentation that would demonstrate technical fitness, such as membership in a trade association.

16. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

17. **FEE:** The Applicant has enclosed the appropriate fee:

For an initial application the Applicant has enclosed the required fee of \$125 payable to the Commonwealth of Pennsylvania.

OR

For a renewal application the Applicant has enclosed the required fee of \$25 payable to the Commonwealth of Pennsylvania.

Applicant: _____

By: _____

Title: _____

AFFIDAVIT

[Commonwealth/State] of _____ :

: ss.

County of _____ :

_____, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the _____ (Office of Affiant) of _____ (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein _____ has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be registered as a conservation service provider pursuant to Act 129 of 2008.

That the Applicant herein _____ has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein _____ acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein _____ acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Signature of Affiant

Sworn and subscribed before me this _____ day of _____, 20_____.

Signature of official administering oath

My commission expires _____.

EMPLOYER TAXES

PHONE

PHONE

PHONE

You can contact the Pennsylvania Department of Revenue at the following numbers: (717) 787-1064 or TDD# (800) 447-3020 for further information about tax identification numbers.

**Addendum to Allegheny Power
General Terms and Conditions
For PA Consulting Group, Inc., Contract
Dated February 1, 2010**

Delete Paragraph 23 and replace Paragraph 23 with the following:

23. INDEMNIFICATION:

To the fullest extent permitted by law, 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 third party 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.

Add Paragraph 29 as follows:

29. LIMITATION OF LIABILITY:

Except for third party liability arising under paragraph 23, neither party's liability to the other whether in contract, tort (including negligence) or otherwise shall be limited to 1.5 times the total value of this Contract. In addition, under no circumstances shall either party be liable to the other for indirect or consequential damages.

UPS FOR UPS SHIPPING ONLY

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



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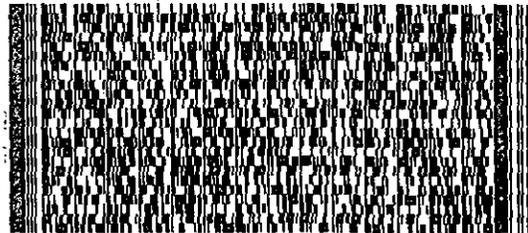
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ActWgt: 1.5 LB
CAD: 8924375ANET3060

Delivery Address Bar Code



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

SHIP TO: (724) 838-6738 BILL SENDER
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commiss
400 NORTH ST
COMMONWEALTH KEYSTONE BLDG
HARRISBURG, PA 17120



TRK# 7937 2974 7252
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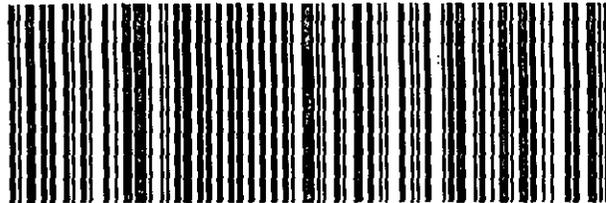
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