

July 13, 2011

**RECEIVED**

JUL 13 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**FEDEX NEXT DAY**Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120**Re: West Penn Power Company Conservation Service Provider  
Contracts; PowerSecure, Inc.; Entech Engineering, Inc.;  
Energy Smart Products, LLC.**

Dear Secretary Chiavetta:

Enclosed please find four (4) copies of three (3) contracts with Conservation Service Providers (CSPs) entered by West Penn Power Company ("West Penn") under West Penn's Energy Efficiency and Conservation (EE&C) Plan. The three CSPs are PowerSecure, Inc.; Entech Engineering, Inc.; and Energy Smart Products, LLC. The services provided under the three CSP contracts are described more fully below. West Penn requests Commission Staff approval of the contracts pursuant the Pennsylvania Public Utility Commission's (Commission) delegation to its staff of authority to review CSP contracts.

West Penn's EE&C Plan was filed on July 1, 2009, at Commission Docket M-2009-2093218, and approved in part by Order entered October 23, 2009. After a series of amendments and revisions, West Penn's EE&C Plan was approved by Order entered June 23, 2010. West Penn's request for purchase procedures and its standard form contract were approved by the Commission May 6, 2009.

Each of the three CSP contracts was awarded through a competitive bid process as directed in the Commission's Implementation Order entered January 16, 2009. Each of the contracts used the request for purchase documents and the standard form contract for CSPs filed by West Penn with the Commission on March 2, 2009, and approved by the Commission by Secretarial Letter dated May 6, 2009.

The three CSP contracts and a description of each are as follows:

Rosemary Chiavetta, Secretary

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July 13, 2011

**PowerSecure, Inc.**: The contract between West Penn and PowerSecure, Inc. (PowerSecure) accompanies this submission as Attachment No. 1. The contract is for marketing and managing the distributed generation program of West Penn for West Penn customers who elect to participate in the distributed generation program. West Penn's distributed generation program is designed to obtain existing standby generation capacity from commercial, industrial and governmental customer segments.

The PowerSecure contract was awarded through a competitive bidding process. The request for purchase documents used in the contracting process were approved by the Commission. The contract was effective December 9, 2010. PowerSecure is a Commission-registered CSP.

The contract documents include verification that PowerSecure is not affiliated with a Pennsylvania electric distribution company ("EDC") and the contract contains a provision that the contract is automatically terminated in the event of Pennsylvania EDC affiliation during the contract term. The contract provides that PowerSecure will maintain its CSP registration with the Commission.

PowerSecure will have direct contact with West Penn customers and, consequently, background checks of the PowerSecure employees have been conducted. The background checks are not included in the submission but are available upon request. There were no adverse findings in the background checks.

**Entech Engineering, Inc.**: The contract between Entech Engineering, Inc. (Entech) and West Penn accompanies this submission as Attachment No. 2. The contract is for the provision by Entech of energy audits for commercial and industrial customers of West Penn.

The Entech contract was awarded through a competitive bidding process. The request for purchase documents used in the contracting process were approved by the Commission. The contract was effective July 20, 2010. Entech is a Commission-registered CSP.

The contract documents include verification that Entech is not affiliated with a Pennsylvania EDC and the contract contains a provision that the contract is automatically terminated in the event of Pennsylvania EDC affiliation during the contract term. The contract provides that Entech will maintain its CSP registration with the Commission.

Rosemary Chiavetta, Secretary

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Entech has direct contact with West Penn customers and, consequently, background checks of the Entech employees have been conducted. The background checks are not included in the submission but are available upon request. There were no adverse findings in the background checks.

**Energy Smart Products, LLC:** The contract between Energy Smart Products, LLC (Energy Smart) and West Penn accompanies this submission as Attachment No. 3. The contract is for the supply, assembly, packaging and mailing of compact fluorescent lighting (CFL) kits to low-income customers of West Penn.

The Energy Smart contract was awarded through a competitive bidding process. The request for purchase documents used in the contracting process were approved by the Commission. The contract was effective April 8, 2010. Energy Smart is a Commission-approved CSP.

The contract documents include verification that Energy Smart is not affiliated with a Pennsylvania EDC and the contract contains a provision that the contract is automatically terminated in the event of Pennsylvania EDC affiliation during the contract term. The contract provides that Energy Smart will maintain its CSP registration with the Commission.

Energy Smart does not have direct contact with West Penn's customers and, consequently, background checks of the Energy Smart employees have not been conducted.

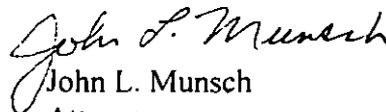
West Penn Power Company requests Commission Staff approval of the Conservation Service Provider contracts entered with PowerSecure, Inc.; Entech Engineering, Inc.; and Energy Smart Products, LLC. This filing is made by express delivery and is deemed filed today pursuant to 52 Pa. Code § 1.11.

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JUL 13 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Respectfully submitted,

  
John L. Munsch  
Attorney

JLM:jss

Enclosures

cc: Patty Wiedt, Esq., Law Bureau (w/encl.)  
Wayne Williams, Bureau CEEP (wo/encl.)  
Darren Gill, Bureau CEEP (w/o encl.)

Act 129 Contract

Vendor: PowerSecure, Inc.  
 Vendor Address: 1609 Heritage Commerce Ct.  
 Wake Forest, NC 27587-4245  
 Scope of Work: Market and Manage the Distributed Generation Program

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAUTable of Contents

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

\* Background investigation reports for contractor employees are not included in the filing but are available upon request. The reports are without adverse findings.

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

Page 1 of 3  
Contract#  
4600003359

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

ALLEGHENY ENERGY SERVICE CORP.  
800 CABIN HILL DRIVE  
ATTN : PROCUREMENT  
GREENSBURG, PA 15601-1650

Your Vendor Number with us  
10031548

Please Deliver to :  
Connellsville Distribution Center  
West Penn Power Company  
311 South Seventh Street  
Connellsville PA 15425-3015

**Seller :**

POWERSECURE INC  
1609 HERITAGE COMMERCE CT  
WAKE FOREST NC 27587-4245

**Contract**

<b>Purchasing Document</b>	<b>Date</b>
4600003359	12-09-2010
<b>Purchasing Buyer</b>	<b>Telephone</b>
Jennette Sheldon	724-850-0260
<b>Fax number</b>	<b>Our Reference</b>
724-830-7721	BBLOOM-REL
<b>E-Mail</b>	
JSHELDO@alleghenyenergy.com	
<b>Validity Start</b>	<b>Validity End</b>
12-09-2010	05-31-2013

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

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

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

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

IncoTerms : SVC Freight Not Applicable N

Currency : USD

\*\* AN ACKNOWLEDGEMENT COPY IS TO BE RETURNED WITHIN 10 DAYS FOR \*\*  
\*\* ALL PURCHASE ORDERS INVOLVING SERVICES OR EXCEPTIONS ONLY. \*\*

<u><i>Serge W. [Signature]</i></u> (SELLER'S SIGNATURE)	<u>PowerSecure, Inc.</u> (COMPANY)	<u>757-284-9187</u> (PHONE NO.)	<u>12/09/2010</u> (DATE)
<u>N/A</u> (SELLER'S ORDER NO)	<u>1/1/2011</u> (DELIVERY DATE)	<b>RECEIVED</b> JUL 1 2011	

PA PUBLIC UTILITY COMMISSION

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 29 CFR 1910.1200, 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.

Acknowledgement Copy for Exceptions or Services Only

**Contract**  
 ISSUED BY  
 **Allegheny Energy Service Corporation**  
*an Allegheny Energy company*  
 AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15801-1688  
 FAX: (724) 830-5692

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

Header text

This blanket contract is issued to PowerSecure, Inc. to market and manage the Distributed Generation Program for Allegheny Power's customers who elect to participate in Allegheny's Distributed Generation ("DG") Program in Pennsylvania as outlined in the Request for Proposal dated October 1, 2010.

The program dates are as follows:

Program Marketing: Starting December, 2010  
 Program Start Date: January 1, 2011  
 Program End Date: May 31, 2013

The DG Program is designed to "harvest" existing standby generation capacity from commercial, industrial and governmental customer segments. The generation capacity enrolled in the DG Program will be managed, dispatched and controlled by the DG Manager so that the Program Participants generator can more easily participate within the guidelines of the demand response programs.

Seller shall provide all administration and marketing services to successfully market the DG Program to small and large commercial, industrial and governmental customers that currently own standby generation systems. Allegheny will provide a list of approximately 35 customers that presently own generators rated 500 kW and larger, with approximately 25 customers having generators rated large than 1000 kW.

Seller shall interface with Allegheny Power Customer Management personnel on the development of all marketing materials that will be used to market the DG Program to Allegheny's customers. Allegheny will have sole approval of all marketing materials developed by the vendor for the DG Program.

Seller shall provide on-site consulting of the DG Program with all potential Program Participants that need assistance with applying for the DG Program, and provide follow-up consultation as needed. The vendor shall work in conjunction with Allegheny's Program Managers or Account Managers during this phase of work.

Seller will be expected to contract individually with all Program Participants to enroll the customer's standby generation into Allegheny's DG Program and provide operation and maintenance services on the standby generation for as long as the standby generation is enrolled in Allegheny's DG Program.

Allegheny Power does not guarantee any volume of customer contracts that will result from this contract between Allegheny Power and PowerSecure.

PAYMENT TERMS ARE NET 60 DAYS.

Allegheny Energy Service Corporation General Terms and Conditions shall apply.

Incorporated herein by reference and made part hereof are the following documents:

1. Allegheny Energy Request for Proposal to Market and Manage the Distributed Generation Program for Small and Large Commercial, Industrial and Government Customers dated October 1, 2010 .
2. Allegheny Energy Inquiry JMS25209 dated 10/14/2010.
3. Addendum No. 1 to Allegheny Energy Inquiry JMS25209 dated 10/21/2010.
4. Allegheny Energy Service Corporation General Terms and Conditions (Form 26-069, Rev 7).
5. PowerSecure Proposal dated 10/29/10 and signed by George W. Imel, III, Senior Vice President.

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
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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.

Acknowledgement Copy for Exceptions or Services Only


**Contract**  
 ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*  
 AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15801-1689  
 FAX: (724) 830-5692

Page 3 of 3  
 Contract#  
 4600003359

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
00010				AU	\$ .00	\$ .00

Required Date :

Description : Market Distributed Generation Program

Purch. Req. Number : 10387184

Purch. Req. Item : 00010

The item covers the following services :

Service Item	Service Number	Service Description	Unit of Measure	Rate
10	3011486	UNSPECIFIED SERVICE		\$0.00

End of Contract

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

Acknowledgement Copy for Exceptions or Services Only

## ALLEGHENY ENERGY SERVICE CORPORATION

### NONDISCLOSURE AGREEMENT

**THIS AGREEMENT** is made this 8 day of December, 2010, by and between **Allegheny Energy Service Corporation**, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and **PowerSecure, Inc.**, a Delaware corporation, represented herein by its PowerSecure, Inc. Division ("PS").

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

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

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

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

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the

disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

Allegheny Energy Service Corporation

PowerSecure, Inc.

By: Roger Hensley

By: George William Inel

Name: ROGER J. HENSLEY

Name: George William Inel

Title: DIRECTOR, CUSTOMER MANAGEMENT

Title: Senior Vice President



## DESCRIPTIONS (Continued from Page 1)

each are named as additional insured on the above Commercial General Liability, Comprehensive Automobile Liability (including owned, non-owned and hired vehicles) and Umbrella policies.

" APPENDIX C " - " Exhibit F "



## SUBSTANCE ABUSE PROGRAM

### Drug and Alcohol Free Workplace

We are committed to safeguarding the health of our employees, providing a safe place to work, and providing our customers with the highest possible quality of products and service.

The manufacture, distribution, dispensation, possession, or use of any alcohol, illegal drug, or controlled substance while on the Company premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of this policy are subject to appropriate disciplinary action, up to and including termination.

1. Employees will be subject to disciplinary action, up to and including termination, for violation of this policy. Such violations include, but are not limited to, possessing of illegal or non-prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of such substances while working; or dispensing, distributing, or illegally manufacturing or selling them on Power Secure premises and work sites. It is also against company policy to report to work having in one's system intoxicants, illegal drugs or prescribed drugs which are not being used in the manner prescribed or by the person for which they are prescribed.
2. Employees who are convicted of any criminal drug violation must report such conviction to their Supervisor within five days of the event.
3. Employees who are believed to be under the influence of drugs, narcotics, or alcohol at work will be required to leave the premises.
4. Any employee who uses over the counter or prescription drugs and has any reason to expect such use may affect their ability to perform their work or could pose a threat to themselves or other employees, must report this fact to their Supervisor. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly. Employees who violate this policy will be subject to disciplinary action, up to and including termination. The determination of what action is appropriate in each case rests solely with the company.

## Appendix 8

### CONTRACT SUBMITTAL

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

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

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

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

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

Submitted by: Signature: George W. Imel, III  
George W. Imel, III  
Sr. V.P.  
Company: PowerSecure, Inc.  
Date: 10/29/2010



"APPENDIX C" - "Exhibit B"

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

December 2, 2009

IN REPLY PLEASE  
REFER TO OUR FILE

A-2009-2136102

POWERSECURE INC  
1609 HERITAGE COMMERCE COURT  
WAKE FOREST NC 27587

ATTENTION: Mr. Charles E. Glisan

Re: Application to Register as a Conservation Service Provider

Dear Mr. Glisan

On October 14 2009, PowerSecure, Inc. filed an application to register as a Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. A registered CSP can advise an electric distribution company (EDC) and/or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan.

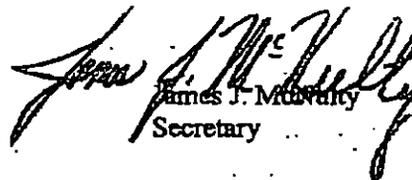
Upon review, it appears that the applicant meets the Pennsylvania Public Utility Commission's minimum qualifications to provide consultation, design, administration, management or advisory services to an EDC regarding energy efficiency and conservation plans required under Act 129 of 2008, P.L. 1592.

Therefore, effective from the date of this Secretarial Letter, PowerSecure, Inc. is registered as a Conservation Service Provider on the Pennsylvania Public Utility Commission's Registry of Conservation Service Providers. This registration is valid for two years from the effective date. A CSP must re-register every two years to remain on the registry. In addition, the applicant is advised that if any information in the application changes, it must provide a written notice of said change to the Commission within 45 days of the change.

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

Please direct any questions to David F. Keim, Energy Industry Group, Bureau of Fixed Utility Services at (717) 214-9114.

Sincerely,

  
James J. McDevitt  
Secretary

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

Appendix 7

Vendor Name Power Secure, Inc.

Date 10/29/10

Contact Person GEORGE W. IMEL, III - Senior VP

St Address 3900 MARLNER Drive

City, St, Zip CHESAPEAKE, VA 23321

**Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600xxxxxx**

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.

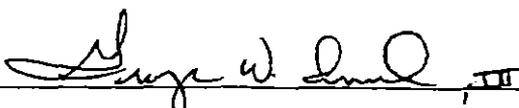
Furthermore, CSP must be approved and registered by the Commission and agrees to maintain registration with the Commission throughout the term of the contract. By signing below, CSP confirms that they are not an EDC affiliate. If CSP should merge with a PA EDC during the term of the contract, then the CSP shall immediately notify Allegheny Power and provide for automatic termination of the contract in the event of such a merger.

Please provide the information below and return via e-mail or U.S. mail to Mary Shellhammer at [mshellh@alleghenypower.com](mailto:mshellh@alleghenypower.com) or Allegheny Power, Suite 1000, 126 Mathews St, Greensburg, PA 15601.

1. Legal name of the applicant PowerSecure, Inc.

2. Principal place of business NORTH CAROLINA

3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs  
PowerSecure, Inc.

Signature: 

**West Penn Power Company  
DBA Allegheny Power**

**Request for Proposal**

**to**

**Market and Manage the Distributed Generation Program**

**for**

**Small and Large Commercial, Industrial, and Government  
Customers**

**October 1, 2010**

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## **1. Introduction**

West Penn Power Company DBA Allegheny Power (hereinafter referred to as "Allegheny Power" or as "the Company") is seeking a Conservation Service Provider to provide services to market and manage the Distributed Generation Program (hereinafter referred to as DG Manager, bidder or vendor) for Allegheny Power's customers (hereinafter referred to as Program Participant) who elect to participate in Allegheny's Distributed Generation ("DG") Program.

Allegheny Power filed a DG Program as part of its Energy Efficiency and Conservation Plan ("EE&C Plan") to meet the energy and demand reduction targets of the Pennsylvania Act 129 of 2008 ("Act 129") with the Pennsylvania Public Utility Commission ("PUC") on April 29, 2010 and received approval for the Plan from the PUC on June 23, 2010. Act 129 requires electric distribution companies to procure select services from entities who are registered with the PUC as Conservation Service Providers. The services being procured under this request for proposal are requested to be provided by current or new registered Conservation Service Providers.

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

## **2. Program Parameters**

### **2.1 General**

The purpose of this Request for Proposal ("RFP") is to identify and contract with an experienced Act 129 Conservation Service Provider ("CSP") capable of providing cost-effective, turnkey services, to develop a portfolio of callable demand response resources consisting of Program Participant's standby generation resources. DG manager will develop an aggregate of DG resources to be able to dispatch a minimum amount of

DG capacity to meet the following parameters:

<b>Estimated Energy &amp; Demand Savings Targets</b>				
<b>PROGRAM YEAR</b>	<b>ANNUAL ENERGY SAVINGS (MWh)</b>	<b>PROGRAM ENERGY SAVINGS (MWh)</b>	<b>ANNUAL DEMAND SAVINGS (MW)</b>	<b>PROGRAM DEMAND SAVINGS (MW)</b>
<b>2009</b>	0	0	0.0	0.0
<b>2010</b>	0	0	0.0	0.0
<b>2011</b>	350	350	7.0	7.0
<b>2012</b>	700	700	7.0	7.0

Note: Dispatch occurs June 1 - September 30 in each Program Year

The program start dates are as follows:

Program Marketing: Starting December, 2010

Program Start Date: January 1, 2011

Program End Date: May 31, 2013

## **2.2 Specific Program Details**

The DG Program is designed to “harvest” existing standby generation capacity from commercial, industrial and governmental customer segments. The generation capacity enrolled in the DG Program will be managed, dispatched and controlled by the DG Manager so that the Program Participants generator can more easily participate within the guidelines of the following demand response programs:

### **PJM Emergency and Economic (ILR/ELR) programs - Plan Years 2011/2012**

The DG Program Manager will enable the Program Participant(s) to participate in Interruptible Load Response (ILR) and Economic Load Response (ELR) economic type curtailment programs that are being offered by PJM.

### **Allegheny DG Program – Plan Year 2011**

The DG Program Manager will enable the Program Participant to participate in Allegheny’s DG Program that will be dispatched for 50 hours of peak demand in the 2011 Plan Year.

## **Allegheny DG Program – Plan Year 2012**

The DG Program Manager will enable the Program Participant to participate in Allegheny's DG Program that will be dispatched for 100 hours of peak demand in the 2012 Plan Year.

### **Note:**

- a) **Plan Years per Act 129 are from June 1 of the year listed to May 31 of the following year.**
- b) **All Program Participants must register their load in the PJM Interruptible Load Response (ILRP) and Economic Load Response (ELRP) programs.**
- c) **The Program Participant shall have the choice of using any registered PJM Curtailment Service Provider for the actual registration of their generation resources into the PJM Programs.**
- d) **The incentives paid to the Program Participant for Allegheny's DR Programs will be based on the participant's actual measured load reduction from the Customer Baseline during the curtailment events. Customer baselines will be calculated using the PJM Customer baseline protocols that are approved at the time of the program operation.**

### **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**

A conference call will be held on Tuesday, October 19th at 10:00 AM. The conference call will provide interested firms with an opportunity to seek clarification on the requirements of the RFP. **To participate in the call:**

**Dial: 1-866-590-36432**

**When prompted, enter Passcode: \*8139484\***

**\* Be sure to enter \* before and after the passcode number.**

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

Bidders are required to submit an electronic version of their proposal to Allegheny Power's strategic sourcing website. The submittals must be uploaded by **7 PM, EDT, Friday October 29, 2010**. Late submittals will be rejected.

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

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

### **3.4 RFP Schedule**

RFP Release	October 13, 2010
<b>Bidder's Conference Call</b>	<b>October 19, 2010 - 10:00 to 11:00 AM (See dial-in information above)</b>
Close of RFP question period	October 28, 2010 at Noon EDT
<b>Electronic Proposals Due</b>	<b>October 29, 2010 by 7:00 PM EDT</b>
Technical Review of Bids	Week of November 1, 2010
Comprehensive Review of Bids	Week of November 8, 2010
Contract Negotiations	Week of November 15, 2010
Anticipated contract start date	December 1, 2010

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

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.

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. 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.

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.

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

All questions and comments submitted by bidders and stakeholders, as well as 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 e-mail to Jennette Sheldon at [jsheldo@alleghenyenergy.com](mailto:jsheldo@alleghenyenergy.com). **Questions will be accepted until Noon EDT on October 28, 2010.** Questions submitted after this date will not be addressed. Copies of all questions and answers will be posted on the bid event.

7. **Capability and Experience**

7.1 Each bidder must be an entity that can provide education, technical assistance, operation, maintenance, and monitoring-type services to enable

a Program Participant to participate in demand response events using distributed generation. Each bidder must have at least five years of documented experience in providing the following:

- Consulting and application of generators in demand response programs.
- Program administration and management services for distributed generation resources.
- Maintenance, operation and repair of standby generation and related equipment.
- Installation and/or modification of standby generation, switchgear, and related systems.
- Application of bio-diesel and methane fuel sources for standby generators.
- Dispatch of demand response events to distributed standby generators via a demand response management system.
- Deployment of SCADA technology to remotely monitor distributed standby generators and related systems

- 7.2 Each bidder shall discuss their direct experience with contracting with customers to provide administration, management, operation and maintenance of the customer's standby generation equipment. **Each bidder shall provide a copy of a standard agreement or contract that will be used in contracting for this service with a customer.**
- 7.3 Each bidder shall discuss their direct experience providing Curtailment Services as defined by PJM under the Interruptible Load Response (ILR) and Economic Load Response (ELR) programs.
- 7.4 Each bidder must provide sufficient evidence to demonstrate its capabilities and level of experience in developing and implementing the types of services listed above. 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 deployment of these services.
- 7.5 Each bidder must certify that it will meet the experience and technical qualifications required by the Pennsylvania Commission regarding the bidder's experience and technical qualifications. Those qualifications are found on Page 8 of the Pennsylvania Commission's Order entered February 05, 2009, at Docket No. M-2008-2074154 (Docket can be reviewed at <http://www.puc.state.pa.us/pcdocs/1032442.doc> )
- 7.6 Each bidder must certify that it will meet the financial fitness and insurance standards required by the Pennsylvania Commission. Those standards are found on page 12 of the Pennsylvania Commission's Order

entered February 05, 2009, at Docket No. M-2008-2074154 (Docket can be reviewed at <http://www.puc.state.pa.us/pcdocs/1032442.doc> )

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

8. **Additional Information**

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

9. **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.

10. **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.

**11. 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.

**12. 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.

**13. 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).

**14. 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 in addition to Item 8 of Appendix 2:**

**Seller will add Allegheny Energy Service Corporation and West Penn Power Company as additionally insured on all policies as indicted in the General Terms & Conditions.**

**Further clarification of Item 15, Taxes: Allegheny Power is exempt from Pennsylvania sales taxes. Direct pay permit applies.**

**15. Bidders Not Electric Distribution Company (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. Successful bidder shall attest to its non-affiliation by signing a letter of verification of non-affiliation with a Pennsylvania EDC. (See Appendix 7)

**16. Execution of Agreement**

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

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

In accordance with the PA PUC's Implementation Order entered February 5, 2009, a criminal and background check is required for persons associated with the CSP who will enter the premises of Allegheny Power customers or have personal contact with customers. The scope of the criminal background check is provided in Appendix 5. Contract award is subject to fulfillment of these requirements to Allegheny Power's satisfaction.

**17. Monitoring Provisions and Procedures**

The seller at times may be monitored for content, quality, and timeliness by Allegheny Power or its Evaluation, Measurement, and Verification Contractor. This may involve an onsite interview of your process for order fulfillment. Allegheny Power is responsible for verifying all aspects of quality, cost control, and related energy savings from the equipment.

**18. Scope Of Work**

**18.1 Purpose**

The purpose of this Request for Proposal (“RFP”) is to identify and contract with an experienced Act 129 Conservation Service Provider (“CSP”) capable of providing cost-effective, turnkey services. As described herein, Allegheny Power (AP or Company) is requesting the following services to be directly supplied by the vendor to support the program:

- a. Provide all administration and marketing services to successfully market the DG Program to small and large commercial, industrial and governmental customers that currently own standby generation systems. Allegheny will provide a list of approximately 35 customers that presently own generators rated 500 kW and larger, with approximately 25 customers having generators rated large than 1000 kW.
- b. Interface with Allegheny Customer Management personnel on the development of all marketing materials that will be used to market the DG Program to Allegheny’s customers. Allegheny will have sole approval of all marketing materials developed by the vendor for the DG Program.
- c. Provide on-site consulting of the DG Program with all potential Program Participants that need assistance with applying for the DG Program, and provide follow-up consultation as needed. The vendor shall work in conjunction with Allegheny's Program Managers or Account Managers during this phase of work.
- d. Contract individually with all Program Participants to enroll the customer’s standby generation into Allegheny’s DG Program and provide operation and maintenance services on the standby generation for as long as the standby generation is enrolled in Allegheny’s DG Program.

## **18.2 Further Clarifications**

The following clarifications are made as part of this proposal:

- a. Allegheny’s Purchase Order with the DG Manager will be for providing the overall program consultation, marketing, and education phases of the program.
- b. Allegheny will evaluate each bidder’s response to this RFP to determine which vendor has the required skills, resources, and knowledge to provide the physical maintenance, operation, dispatch and monitoring of the distributed generation to enable a Program Participant to utilize the generator in the PJM and Allegheny demand response programs, as described in **Section 7.0, Capability and**

**Experience**, of this RFP. The vendor will be required to provide a cost estimate for the maintenance, operation, dispatch and monitoring services to a Program Participant, upon request of the Program Participant.

### **18.3 Selection Process and Evaluation Criteria**

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

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:

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

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

#### Step 4: Selection and Contract Negotiation

Allegheny Power will initially notify only the selected bidder(s) for the evaluation of the proposal via E-mail. This notification will initiate the Agreement negotiation process. Should Allegheny Power and the selected bidder(s) not be 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 18.4. Brief descriptions of the criteria are provided below.

**Table 18.4: Evaluation Criteria/Scoring Matrix**

<i>Criterion</i>	<i>Description</i>	<i>Max Points</i>	<i>Score</i>
Technical Approach	<ul style="list-style-type: none"> <li>• Quality and Relevance Of Experience In DG Management</li> <li>• Thoroughness and practicability of approach</li> <li>• Depth, relevance and quality of work examples</li> </ul>		
Cost of Services	<ul style="list-style-type: none"> <li>• Firm Pricing</li> </ul>		
Company Organization	<ul style="list-style-type: none"> <li>• Organizational Strengths</li> <li>• Demonstrated Competence</li> <li>• References</li> </ul>		
<b>Total</b>		<b>100 Points</b>	

**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 (Insert State) corporation, represented herein by its \_\_\_\_\_ Division ("\_\_\_\_\_").

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

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

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

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

disclosed by the recipient party with the disclosing party's prior written approval; or (vi) pursuant to legal requirements as provided in paragraph 3.

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

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

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

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

6. No provisions of this Agreement shall be amended except by written consent of both parties, which consent shall specifically refer to this Agreement and explicitly make such amendment. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by the Party

purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. Each party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

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

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

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

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

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

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

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

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

# Appendix 2

## GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses in the following implementation provisions which are hereby incorporated by reference: Equal Employment Opportunity (48 C.F.R. § 22.8), Special Disabled and Vietnam Era Veterans (48 C.F.R. § 22.13, 41 C.F.R. 60-250.4(m)), Employment of the Handicapped (48 C.F.R. § 22.14, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.902), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq.) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.902, and § 52.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof 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.

# Appendix 2

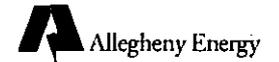
## GENERAL TERMS AND CONDITIONS

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 shipment and invoice shall be marked to show Buyer, Buyer's purchase order number and carrier by which the materials are to be shipped. Materials shipped C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.
15. **TAXES:** Unless otherwise specified in this purchase order, the price of goods and services ordered herein shall not include any taxes and charges now or hereinafter imposed upon Seller by any federal, state or local government or any governmental agency of the United States or the government of any other country or subdivision thereof by reason of the agreement or performance by Seller hereunder. Buyer will 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 thereof, be corrected by Seller at Seller's expense. Seller shall provide safe access to such work and where necessary for such inspections shall provide scaffolds and ladders in place and such other equipment normal to conduct such inspections.
21. **ACCESS:** Personnel of Seller and subcontractors employed by Seller shall enter and exit Buyer's premises only by the special entrances designated from time to time by Buyer.
22. **WARRANTY:** In addition to, and not in limitation of, any other remedies provided herein or by law or in equity, Seller expressly warrants that the goods and/or services supplied hereunder will conform to Buyer's specifications in all respects and will be of good workmanship and quality, free from all defects (including defects in design and title) and fit for the purposes intended by Buyer. Upon failure of any of the materials and/or services supplied hereunder to conform to the above warranties, Seller shall, at Buyer's option and at no cost to Buyer, promptly repair or replace any item of material or correct or reperform any services so that they conform to the above warranties. The costs of transporting, repairing, replacing, removing or installing material to make materials and services comply with the above warranty shall be borne by Seller.
23. **INDEMNIFICATION:** To the fullest extent permitted by law and regardless of whether or not caused by the negligence of a party indemnified herein, Seller shall indemnify, save harmless and defend ("Indemnity Obligation") Buyer, Buyer's Agent, Buyer's Representative and employees, agents, directors, officers and representatives of each, from all claims, losses, liabilities and expenses, including attorneys' fees, growing out of personal injury, death or damage to property (including property of Buyer, Buyer's Agent or Buyer's Representative) arising out of or in any way connected with Seller or Seller's subcontractors, and employees, agents and representatives of each, performance or nonperformance hereunder (negligent or otherwise) suffered or claimed to have been suffered by any person (including anyone directly or indirectly employed by Seller or Seller's subcontractors), corporation or entity (including Buyer, Buyer's Agent, Buyer's Representative and employees, agents and representatives of each), unless due to the sole negligence of Buyer, Buyer's Agent, Buyer's Representative or employees, agents and representatives of each. Seller intends that its Indemnity Obligation to each party indemnified herein for claims related to or brought by anyone directly or indirectly employed by Seller or Seller's subcontractors shall not be limited in any way by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Seller hereby waives immunity under such acts to the extent such acts would bar recovery under, or full enforcement of, Seller's Indemnity Obligation.
24. **ASSIGNMENT:** No right or interest in this purchase order shall be assigned by Seller, and no delegation or subcontracting of any obligation of Seller hereunder shall be made without written permission of Buyer. Any attempted assignment, delegation or subcontracting without such approval shall be void.
25. **WAIVER:** Buyer's failure to insist on any right shall not operate as a waiver unless agreed to in writing by Buyer.
26. **CONFLICTS:** In the event of any conflict among the documents incorporated into this purchase order, Buyer's specifications and special terms shall prevail over Seller's proposal.

# Appendix 2

## GENERAL TERMS AND CONDITIONS

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.



<b>VENDOR INSTRUCTIONS</b>	All vendors interested in being considered for placement on Allegheny Energy's vendor list must complete and return Vendor Information Form to Allegheny Energy with signed W-9. Vendor failing to return completed form will not be included on Allegheny Energy's vendor list, and thereby, will not receive Request for Quotation OR Purchase Order.
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<b>MAIL OR FAX COMPLETED FORM TO</b>	<b>Allegheny Energy Service Corporation; Supply Chain, Support; 800 Cabin Hill Drive; Greensburg, PA 15601-1689; Fax No.: 724-830-7715</b>
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<b>COMPLETED BY REQUESTER</b>	<b>VENDOR</b> <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete	<b>VENDOR NO.</b>	<b>REQUESTED BY</b>	<b>DATE</b>	<b>TELEPHONE NO.</b>
	<b>COMMENTS</b>				

<b>COMPLETED BY VENDOR</b>	<b>SEND REQUEST FOR QUOTATION/PURCHASE ORDER TO</b>					
	<b>LEGAL BUSINESS NAME AND DBA NAME (If applicable)</b>		<b>ADDRESS</b>	<b>CITY, STATE &amp; ZIP+4</b>		
	<b>CONTACT NAME</b>		<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL ADDRESS</b>	
	<b>REMIT TO/PAYMENT ADDRESS AS IT APPEARS ON INVOICE</b>					
	<b>NAME</b>		<b>ADDRESS</b>	<b>CITY, STATE &amp; ZIP+4</b>		
	<b>CONTACT NAME</b>		<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL ADDRESS</b>	
	<b>TAX ID NO. (TIN)</b>	<b>SSN/EMPLOYEE IDENTIFICATION NO. (Include signed W-9)</b>		<b>ELECTRONIC DATA INTERCHANGE (EDI) ▶</b>	<b>Are you EDI capable? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
	<b>PAYMENT METHOD</b>	<input type="checkbox"/> Automated Clearing House (ACH – Direct deposit)—preferred method (complete bank information below) <input type="checkbox"/> Check (bank information below not required)				
	<b>BANK INFORMATION (Required for ACH)</b>	<b>FINANCIAL INSTITUTION</b>		<b>CONTACT NAME</b>	<b>TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>
		<b>BANK ACCOUNT NAME</b>		<b>BANK TRANSIT (ROUTING) NUMBER (9 digits)</b>	<b>ACCOUNT NUMBER</b>	<b>ACCOUNT TYPE</b>
<input type="checkbox"/> Checking <input type="checkbox"/> Savings						
I hereby authorize Allegheny Energy to pay Vendor electronically to bank account indicated above, and authorize the financial institution named above to credit such entries directly to the Customer's account.						
<b>AUTHORIZED BY NAME (Please type or print)</b>		<b>TITLE</b>	<b>SIGNATURE (Required)</b>		<b>DATE</b>	
<b>PRODUCTS OR SERVICES PROVIDED</b>						
<b>BUSINESS SELF CERTIFICATION</b>	<b>BUSINESS INFORMATION ▶</b>		<b>DUNS NO.</b>	<b>PRIMARY NAICS CODE (www.naics.com)</b>		
	<b>CHECK ONE</b> <input type="checkbox"/> Small Business <input type="checkbox"/> Large Business <input type="checkbox"/> Other: _____					
	<b>DIVERSITY (Check all that apply)</b> <input type="checkbox"/> Third Party Certified (certificate attached) <input type="checkbox"/> Asian Pacific American (A) <input type="checkbox"/> Black American (B) <input type="checkbox"/> Disabled Veteran (D) <input type="checkbox"/> Filipino American (F) <input type="checkbox"/> Handicapped (H) <input type="checkbox"/> Hispanic American (S) <input type="checkbox"/> HUBZone SB certified <input type="checkbox"/> Native American (N) <input type="checkbox"/> Veteran (V) <input type="checkbox"/> Woman-Owned (WO) <input type="checkbox"/> Other: _____					
	You may wish to review the definitions for the above categories in the Federal Acquisition Regulation 19.7 or 52.219-8 ( <a href="http://www.arnet.gov/far">www.arnet.gov/far</a> ). If you have difficulty ascertaining your size status, please refer to SBA's website at <a href="http://www.sba.gov/size">www.sba.gov/size</a> or contact your local SBA office. Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.					
<b>SELF-CERTIFIED BY NAME (Please type or print)</b>		<b>TITLE</b>	<b>SIGNATURE (Required)</b>		<b>DATE</b>	

<b>COMPLETED BY SUPPLY CHAIN</b>	<b>VENDOR NO.</b>	<b>DATE UPDATED/NO. ASSIGNED</b>	<b>SDB and/or HUBZone Status verified in the Central Contractor Registration (CCR) Dynamic Small Business Search Database as of ____ / ____ / ____ . For SDB, the expiration date is ____ / ____ / ____ .</b>
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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 Subcontracting Plan will be in effect for the period: \_\_\_\_\_ and covers the contractor’s planned subcontracting of all contracts on a company-wide or division-wide basis (contractor to indicate which).

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		
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:

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

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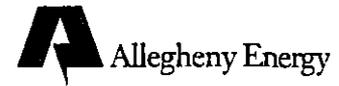
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5. The method used to identify potential sources for solicitation purposes (e.g., existing company sources lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the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

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

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

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

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

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

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

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

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

1. Means a small business concern—

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

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

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

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

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



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

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

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

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

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

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

9. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
10. By signing the Plan the contractor assures (i) submission of periodic reports; (ii) cooperation in any studies or surveys required by the Federal Agency or Administration to determine the extent of compliance to the Subcontracting Plan; (iii) submission of Standard Form (SF) 294, subcontracting Report for individual Contracts, and/or SF 295, Summary subcontract Report. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
11. List the types of records maintained to demonstrate procedures that have been adopted to comply with the requirements and goals of the Plan, including established source lists and a description of efforts to locate small HUBZone, small disadvantaged, women-owned small business sources and veterans service organizations and subcontracts awarded (e.g., source lists, guides, organizations contacted, outreach efforts, internal guidance, workshops, training, seminars, monitoring performance, etc.).

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

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

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

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

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

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

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

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

Signature & Date: \_\_\_\_\_

## 1.0 SUBCONTRACTOR PLAN POLICY & REQUIREMENTS

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

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

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

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

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

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

## 2.0 FILING A SUBCONTRACTOR PLAN

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

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

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

## 3.0 FILING PLAN WITH ALLEGHENY ENERGY

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

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

3. A description of the efforts the offeror or bidder will take to assure that small business concerns, small business concerns owned and controlled by veterans, small business concerns owned and controlled by service-disabled veterans, qualified HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women will have an equitable opportunity to compete for subcontracts.
4. Assurances the contractor will include clauses titled "Utilization of Small Business Concerns [48 CFR §52.219-8] as stated below, in all subcontracts that offer further subcontracting opportunities, and all solicitations and subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) will be required to adopt a similar Plan.

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

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

- C. Definitions. As used in this contract—

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

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

1. Means a small business concern—
  - i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

1. It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;



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

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

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

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

1. That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  2. Whose management and daily business operations are controlled by one or more women.
- D. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

5. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
6. Assurances that the contractor will submit periodic reports and cooperate in studies and surveys required by the Federal Agency or Administration to determine the extent of compliance by Bidder with the Subcontracting Plan.
7. A list of the types of records the successful contractor will maintain, to demonstrate adopted procedures in compliance with the requirements and established goals set forth in this Plan, including source lists of such businesses, and efforts to identify and award subcontracts to such concerns.

#### **4.0 FAILURE TO COMPLY**

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

## Appendix 5

**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 wants 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.

## Appendix 5

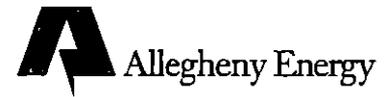
**Drug Testing of Leased Employees** – The Seller hereby agrees to conduct substance abuse testing on any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy using the chain-of-custody procedure specified by the U.S. Department of Health and Human Services. 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.

**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 for 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.

**BACKGROUND INVESTIGATION  
REQUIREMENTS FOR NONEMPLOYEES**



FORM 35-159 REV. 2

**Appendix 5**

**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 6

### **ALLEGHENY ENERGY CELL PHONE SAFETY POLICY** **What Employees/Contractors Need to Know**

**Effective July 1, 2010**

Highlights of Allegheny's new Cell Phone Safety Policy are listed below:

- Using a cellular device (cell phone, BlackBerry®, pager, etc.) is prohibited while operating motorized equipment (bulldozers, forklifts, aerial baskets, etc.). This includes sending and/or reading received text messages.
- Cellular devices can be used while operating a motor vehicle **only** if they are used in conjunction with a hands-free device (i.e., Bluetooth® or other type of headset) or in "speaker" mode. Employees with a company-issued cell phone may order a hands-free device with prior approval from their supervisor.
- The use of two-way radios and GPS navigation systems is permitted.
- Using a computer (laptop, Toughbook®, hand-held unit, etc.) is prohibited while operating a motor vehicle or motorized equipment. Toughbook computers can be operated when used as a GPS navigation system.
- The policy applies to both company-issued and personally-owned equipment while used on company business.
- The use of cellular devices and computers is limited on active job sites. These devices are permitted if they are required to complete the work activity. In situations where they are not a requirement, employees are expected to stop working and to physically separate themselves from the work being performed before using a mobile device. The amount of physical separation necessary to maintain safety will vary depending on the circumstances of each job site.

## Appendix 7

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

St Address \_\_\_\_\_

City, St, Zip \_\_\_\_\_

**Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600XXXXXX**

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.

Furthermore, CSP must be approved and registered by the Commission and agrees to maintain registration with the Commission throughout the term of the contract. By signing below, CSP confirms that they are not an EDC affiliate. If CSP should merge with a PA EDC during the term of the contract, then the CSP shall immediately notify Allegheny Power and provide for automatic termination of the contract in the event of such a merger.

Please provide the information below and return via e-mail or U.S. mail to Mary Shellhammer at [mshellh@alleghenypower.com](mailto:mshellh@alleghenypower.com) or Allegheny Power, Suite 1000, 126 Mathews St, Greensburg, PA 15601.

1. Legal name of the applicant \_\_\_\_\_

2. Principal place of business \_\_\_\_\_

3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs

\_\_\_\_\_

\_\_\_\_\_

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

## Appendix 8

### CONTRACT SUBMITTAL

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

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

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

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

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

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

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

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

## 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 driver's license (CDL) shall be required to be randomly tested per DOT Federal Regulations.
  - a. 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



## Exhibit A

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

## Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Braxton County Memorial Hospital 100 Hoylman Drive Gassaway, WV 26224 Contact: Linda Knapp 304-364-1037 / Fax 304-364-5809	X	X No Corporate Health
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: Kenda 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

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Centre Community Hospital 1800 East Park Avenue State College, PA 16803 Contact: Emma Smith 814-231-7094 Occupational Health 814-234-6106 Scheduling appts.</p>	<p>X</p>	<p>X</p>
<p>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</p>	<p>X</p>	<p>X No Corporate Health</p>
<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>	<p>X</p>	<p>X No Corporate Health</p>
<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>	<p>X</p>	<p>X No Corporate Health</p>
<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>	<p>Drug and Alcohol— No Breath Alcohol</p>	<p>X</p>
<p>Fairmont Clinic Fairmont Medical Group P. O. Box 1112 Fairmont, WV 26554 Contact: Peg Toothman 304-366-0700 Fax 304-366-9529</p>	<p>X</p>	<p>X</p>

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<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>	<p>X</p>	<p>X No Corporate Health</p>
<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>		<p>Corporate Health Only</p>
<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 &amp; Th 7:00 a.m. – 3:00 p.m. T, W, &amp; F) Contact: Brandy Mayhle/Dawn Miller 724-547-4957 / Fax 724-547-4959</p>	<p>X No Breath Alcohol</p>	<p>X</p>
<p>Frederick Occ. Health Service 1560 Opossumtown Pike Frederick, MD 21702 Contact: Carolyn Cable 301-698-3000 / Fax 301-698-3003</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Frick Hospital &amp; Community Health Center 508 South Church Street Mt. Pleasant, PA 15666 Contact: Dick Frey 724-547-1050 / Fax 724-547-1666 Call Lab after hours (724-547-1255)</p>	<p>X (24 hours)</p>	
<p>Frostburg Health Center 10701 New George's Creek Road Frostburg, MD 21532 Contact: Susie Thrasher 301-689-3229 / Fax 301-689-1129</p>	<p>X</p>	<p>X No Corporate Health</p>

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Hagerstown Medical Lab 747 Northern Avenue Hagerstown, MD 21740 Contact: No contact needed – whoever answers 301-790-8670 Fax 301-790-3707</p>	<p>X</p>	
<p>Hampshire Memorial Hosp., Inc. 549 Center Avenue Romney, WV 26757-1199 Contact: Jeanette McCauley-Saville 304-822-5817 Fax 304-822-7809</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>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</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Hempfield Medical Park 870 Weatherwood Lane Mt. Pleasant Road Greensburg, PA 15601 Contact: Kathy Dobrosky, Diagnostic Associates 724-853-1610 Fax 724-853-1614</p>		<p>X Corporate Health Only (diagnostic testing and physical exam) Sigmoid at Latrobe Hospital.</p>
<p>Institute of Occupational &amp; 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 <b>Reference must be made when scheduling appts: UHA Med. Records #52509320</b></p>	<p>No Reasonable Cause or Random Drug Testing— Pre-Employment Only</p>	<p>X No Corporate Health</p>
<p>Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750 Contact: Bonnie McGowan/Janet Campbell 740-374-4915 Fax 740-374-4977</p>	<p>X Drug tests may be scheduled after hours for random testing.</p>	<p>X No Corporate Health</p>

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>MedBrook Medical Center 1370 Johnson Avenue Bridgeport, WV 26330 Contact: Beth Belcastro/Cassandra Boyles 304-842-7495 / Emergency 304-842-7186 Fax 304-842-7578</p>	<p>X</p>	<p>X</p>
<p>WPHC At Delmont Westmoreland Primary Health Center 421 Route 22 Delmont, PA 15626 Contact: Sue O'Nam 724-468-8764 / Fax 724-468-8785</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>WPHC at Irwin Westmoreland Primary Health Center 9337 Lincoln Way West Irwin, PA 15642 Contact: Marcy Cindric 724-864-7720 Fax 724-864-4614</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>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</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>WPHC At Youngwood Westmoreland primary Health Center 505 N. Fourth Street Youngwood, PA 15697 Contact: Regina Kintz 724-925-3300 Fax 724-925-1690</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Mid-Ohio Valley Medical Assoc. 604 Ann Street Parkersburg, WV 26101 Contact: Lisa Null/Robin Lyons 304-485-3300 Fax 304-485-3317</p>	<p>X No Breath Alcohol</p>	<p>X Must schedule appointment</p>
<p>Monongahela Valley Hospital, Inc Country Club Road Monongahela, PA 15063 Contact: Janet Kuhn, RN 724-258-1224 Fax 724-258-5075</p>	<p>X</p>	<p>X No Corporate Health</p>

## Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
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
St. Joseph Medical Plaza 10 Amalia Drive Buchannon, WV 26201 Contact: Linda Lantz 304-473-2208 Lab: Michael Walton 304-473-2042	X (24 hrs.)	X No Corporate Health

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>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</p>	<p>X</p>	<p>X                      No Corporate Health</p>
<p>Summit Health/Waynesboro Hospital                      501 E. Main Street                      Waynesboro, PA 17268                      Contact: Jerrin Shanholtz, Sales Rep.                      717-267-4874 / Pager 301-293-3845                      Cellular 301-667-9210 / Fax 717-267-6368                      Lab Mgr. David Meeder 717-765-4000 Ext. 5313</p>	<p>X</p>	<p>Use Antietam Health Link for Pre-Employment DOT exams.                      No Corporate Health</p>
<p>Trinity Workcare                      3203 Johnson Road                      Steubenville, OH 43952                      Contact: Pam Vukelich                      740-264-4250 / Fax 740-264-0148</p>	<p>X                      Drug screening M-F 8-4.                      After hours. 740-284-2154.                      After the beeper tone, you must dial number where you can be reached; otherwise call hospital operator at 740-264-8000</p>	<p>X                      No Corporate Health</p>
<p>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</p>	<p>X</p>	<p>X                      No Corporate Health</p>
<p>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</p>	<p>X</p>	<p>X                      No Corporate Health</p>
<p>Washington Hospital                      Occupational Medical Center                      95 Leonard Avenue                      Washington, PA 15301                      Contact: Denise Garvey, RN                      724-223-3528 / Fax 724-229-2401</p>	<p>X</p>	<p>X                      No Corporate Health</p>
<p>Waynesboro Hospital - See Summit Health</p>		
<p>Weirton Medical Center                      601 S. Colliers Way                      Weirton, WV 26062                      Contact: John Kopcha 304-797-6110</p>	<p>X</p>	

Exhibit A

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Linda Hoge 304-797-6028		
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

## Appendix 10

### GUIDELINES FOR BIDDING VIA POWERADVOCATE

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

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

PowerAdvocate Website	<a href="http://www.poweradvocate.com">www.poweradvocate.com</a>
PowerAdvocate Contact:	<a href="mailto:support@poweradvocate.com">support@poweradvocate.com</a> (Website questions ONLY)
Allegheny Energy Contacts:	Jennette Sheldon (General RFQ questions) <a href="mailto:jsheldo@alleghenyenergy.com">jsheldo@alleghenyenergy.com</a>
	Doug Stone (Technical questions) <a href="mailto:dstone@alleghenyenergy.com">dstone@alleghenyenergy.com</a>

All responses must be received by October 29, 2010 by 7:00 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 Jennette Sheldon ([jsheldo@alleghenyenergy.com](mailto:jsheldo@alleghenyenergy.com)) before the bid closes. The information will then be distributed to the correct personnel. Once a response has been developed, it will then be posted to the website as Questions and Answers for all participating vendors review. Once posted, a notification email will be distributed.

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

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

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

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

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

# Appendix 11

## Pricing Proposal

**(Also Included as a Separate Excel File Attachment in PowerAdvocate)**

Allegany Power Act 120 Demand Response Program DG Manager RFP August 24, 2010	Plan Years			
	2010	2011	2012	
<b>Task</b>				
<b>Marketing Activities</b>				
Develop marketing materials to support program				
Provide on site consulting with Program Participants				
Conduct bi-weekly conference call(s) with Allegheny on program				
<b>Education Activities</b>				
Develop education materials for Program Participants				
Conduct (2) seminars per plan year for Program Participants (Plan years 2011 and 2012 only)				
Provide on site followup consulting, as needed to support education				
<b>Firm Price (Lump Sum)</b>				<b>TOTAL</b>
<b>INSTRUCTIONS: FILL IN FIELDS IN YELLOW</b>				

Act 129 Contract

Vendor: Entech Engineering, Inc.  
 Vendor Address: PO Box 32  
 Reading, PA 19603-0032  
 Scope of Work: Commercial and Industrial Energy Audits

**RECEIVED**

JUL 13 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAUTable of Contents

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

\* Contractor employee background investigation reports are not included in the filing but are available upon request. The reports are without adverse findings.



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

Page 1 of 3  
 Contract#  
 4600003220

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

ALLEGHENY ENERGY SERVICE CORP.  
 800 CABIN HILL DRIVE  
 ATTN : PROCUREMENT  
 GREENSBURG, PA 15601-1650

Your Vendor Number with us  
 10030668

Please Deliver to :  
 Connellsville Distribution Center  
 West Penn Power Company  
 311 South Seventh Street  
 Connellsville PA 15425-3015

**Seller :**

ENTECH ENGINEERING INC  
 PO Box 32  
 READING PA 19603-0032

**Contract**

<b>Purchasing Document</b>	<b>Date</b>
4600003220	07-20-2010
<b>Purchasing Buyer</b>	<b>Telephone</b>
Barbara Crowe	724-830-5051
<b>Fax number</b>	<b>Our Reference</b>
724-850-3707	KSCHNEI-REL
<b>E-Mail</b>	
bcrowe@alleghenypower.com	
<b>Validity Start</b>	<b>Validity End</b>
07-20-2010	05-31-2011

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

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

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

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

IncoTerms : SVC Freight Not Applicable N

Currency : USD

\*\* AN ACKNOWLEDGEMENT COPY IS TO BE RETURNED WITHIN 10 DAYS FOR \*\*  
 \*\* ALL PURCHASE ORDERS INVOLVING SERVICES OR EXCEPTIONS ONLY. \*\*

Jeffrey C. Ewald      Entech Engineering Inc      610 373-6667      8/10/2010  
 (SELLER'S SIGNATURE)      (COMPANY)      (PHONE NO)      (DATE)

(SELLER'S ORDER NO)

(DELIVERY DATE)

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.

Acknowledgement Copy for Exceptions or Services Only



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

Page 2 of 3  
 Contract#  
 4600003220

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15801-1689  
 FAX: (724) 830-6892

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

Header text

Commercial and Industrial Energy Audits - Pennsylvania Act 129

This contract is issued to Entech Engineering, Inc. as the secondary vendor for Commercial/Industrial Energy Audits to support the Watt Watcher Commercial and Industrial Custom Application Program within the Pennsylvania Act 129 Energy Efficiency and Conservation Program, as outlined in the Request for Proposal dated October 5, 2009.

This contract will be valid upon issuance and continue for one (1) program year with an expiration date of May 31, 2011.

Purchase Order releases will be issued from this contract as needed.

**PAYMENT TERMS ARE NET 60 DAYS**

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

1. Power Advocate Event PA 20284 - Commercial and Industrial Energy Audits (BMC 483-S)
2. Allegheny Energy Service Corporation General Terms and Conditions
3. Mutual Non-Disclosure Agreement
4. Safety and Health Commitment
5. Background Investigation Requirements
6. Agency Verification of Background Check Completion Form
7. Revised pricing sheets attached to email dated March 30, 2010 from Stacey J. Gunning.

All billing for this contract will be from the time and materials rate schedule submitted in the referenced documents.

Upon request, vendor shall submit a proposal with an NTE (not to exceed) time and materials quote to complete the requested scope-of-work.

This contract is dependent upon the approval of PA Act 129 by the Pennsylvania Public Utility Commission. This program is scheduled to continue through 05/31/2011.

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
00010				AU	\$ .00	\$ .00

Required Date :

Description : Commercial & Industrial Energy Audits

Item text

Purch. Req. Number : 10358138      Purch. Req. Item : 00010

The item covers the following services :

Service Item	Service Number	Service Description	Unit of Measure	Rate
10	3011486	UNSPECIFIED SERVICE	AU	\$1.00
20	3030588	PRINCIPAL ENGINEER	HR	\$120.00

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.

Acknowledgement Copy for Exceptions or Services Only



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

AGENT-FOR-BUYER  
800 Cabin Hill Drive  
Attn: Procurement  
Greensburg, PA 15801-1689  
FAX: (724) 830-5692

Page 3 of 3  
Contract#  
4600003220

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
30	3027852		STAFF ENGINEER		HR	\$90.00
40	3035238		ENGINEER IN TRAINING		HR	\$80.00
50	3010459		TECHNICIAN ST		HR	\$75.00
60	3030591		DESIGNER-DRAFTSMAN		HR	\$50.00
70	3030592		ADMINISTRATIVE CLERICAL		HR	\$55.00

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**End of Contract**

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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.

Acknowledgement Copy for Exceptions or Services Only

# ALLEGHENY ENERGY SERVICE CORPORATION

## NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this 22<sup>nd</sup> day of July, 2010, by and between Allegheny Energy Service Corporation, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and Entech Engineering, Inc. a Pennsylvania corporation, ("Entech").

WHEREAS, Entech 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 Entech 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.

ENTECH ENGINEERING, INC.

By: Jeffrey C. Euclide

Printed Name: Jeffrey C. Euclide, PE, CEM

Title: Executive Vice President

ALLEGHENY ENERGY SERVICE CORPORATION

By: Roger J. Heasley

Printed Name: Roger J. Heasley

Title: Director, Customer Management

**CERTIFICATE OF INSURANCE****8/10/2010**

Producer:  
Ames & Gough, Inc.  
8300 Greensboro Drive, Suite 980  
McLean, VA 22102  
(703) 827-2277

BEAZLEY INSURANCE COMPANY  
  
ARCHITECTS/ENGINEERS PROFESSIONAL AND  
POLLUTION INCIDENT LIABILITY

To:

**ALLEGHENY ENERGY  
800 CABIN HILL DRIVE  
GREENSBURG, PA 15601-1689  
ATTN: MS. K.A. NICASSIO**

As set forth below, the named insured has in force, on the date indicated, a policy of Architects/Engineers Professional And Pollution Incident Liability insurance with a limit of liability of not less than the amount indicated.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

Name of Insured:

**ENTECH ENGINEERING, INC.**

Policy Period:

**9/23/2009 TO 9/23/2010**

Address of Insured:

**4 SOUTH 4TH STREET  
PO BOX 32  
READING, PA 19603**

Limit Of Liability - Per Claim:

**\$2,000,000.00**

Policy Number:

**V15VXZ09PNPA**

Limit of Liability - Annual Aggregate:

**\$2,000,000.00**

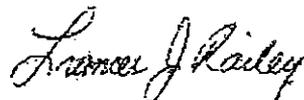
Insurance Company

**BEAZLEY INSURANCE COMPANY**

Cancellation Notice:

In the event of cancellation of the above policy, the Company will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives.

AMES & GOUGH  
INSURANCE/RISK MANAGEMENT, INC.



Frances J. Railey, CPCU

#25949

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/10/2010

PRODUCER (877)438-7369 FAX: (610)313-8617  
 Peninsula Excess Insurance Brokers, Inc.  
 408 E. 4th Street  
 Suite 304  
 Bridgeport PA 19405

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Entech Engineering, Inc. Entech Engineering  
 4 South 4th Street  
 P O Box 32  
 Reading PA 19603

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <u>Transportation Insurance</u>	
INSURER B: <u>American Casualty Co.</u>	
INSURER C: <u>Continental Casualty Co.</u>	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCO coverage GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2099683659	11/11/2009	11/11/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
C		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	2099683774	11/11/2009	11/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC299684570	11/11/2009	11/11/2010	WC STATUTORY LIMITS 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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 West Penn Power Co., its present and future owners, co-owners, parents, affiliates and subsidiaries, and the representatives, agents, officers, directors and employees of each of them (the "indemnified Parties") are named as Additional Insureds.  
 Contract: 4600003220-05/31/2011

CERTIFICATE HOLDER	CANCELLATION
Allegheny Energy Service Corp 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 <u>10</u> 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 Judith Fobes/JCF

## **DRUG AND ALCOHOL POLICY**

Entech Engineering, Inc., (Company) is committed to establishing and maintaining a drug and alcohol free work environment. We have an obligation to our employees, clients and the public at large to take necessary and reasonable steps to assure safety in the workplace and to comply with Federal, State and Local law. The use of drugs and/or alcohol can pose a serious threat to the safety and well-being of the individual using these substances as well as other individuals. It is the Company's goal to maintain a safe workplace free from physical and psychological impairment caused by the use of these controlled substances.

Consistent with the spirit and intent of these goals the Company has established the following policy, which applies to all employees:

It is the policy of Entech to create a drug-free workplace in line with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines Entech's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol in the workplace or while engaged in the Company's business either on or off the Company's premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of Entech, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of Entech.

To educate employees on the dangers of drug abuse, Entech has established a drug-free awareness program. Periodically, employees will be required to attend training sessions at which the dangers of drug and alcohol abuse, Entech's policy regarding drugs and alcohol, the availability of counseling and Entech's Employee Assistance Program (EAP) will be discussed. Employees convicted of controlled-substance-related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform Entech within five days of such conviction or plea.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, Entech may require employees who violate this policy to successfully complete a drug or alcohol abuse rehabilitation program as a condition of continued employment.

### **Prohibited Conduct**

All employees are prohibited from engaging in the following conduct:

- A. The illegal use, sale, possession, transfer or transport of illegal drugs or controlled substances while engaged in Company business anywhere.
- B. The possession or consumption of alcohol in the workplace.
- C. Reporting to work with any detectable illegal drugs, controlled substances or alcohol over the legal limit in his/her system.

- D. Driving while engaged in Company business or while participating in a Company related social function with blood alcohol content above the legal limit. The Company assumes no responsibilities for the individual's personal actions.
- E. Reporting to or remaining at work unfit for duty. Unfit for duty is defined as physical symptoms or behaviors, including inappropriate or uncharacteristic behaviors that indicate an employee may be unable to perform his/her duties or responsibilities, or that present concerns for the individual's own safety or the safety of others.
- F. Bringing illegal drug paraphernalia onto Company property at any time.
- G. Returning to work prior to receiving drug/alcohol test(s), which result in negative test findings after the completion of a drug or alcohol program.

### **Testing**

Employees or potential employees are required to undergo drug and/or alcohol testing as described below:

1. **Pre-employment Testing:** Employment offers are contingent upon the applicant taking a pre-employment screening test resulting in negative test findings.
2. **Reasonable Suspicion Testing:** An employee may be required to undergo a drug/alcohol screening when his/her behavior or physical symptoms indicate he/she may be unfit for duty.
3. **Post Accident/Work Related Injuries:** Employees involved in a work accident resulting in lost time or injury requiring medical attention to him/her or another. Employees must report injuries to HR department and their manager as soon as possible. Employees involved in work related accidents or injuries may be subject to testing and/or follow up testing.
4. **Return to Duty Testing:** An employee, who has a positive test, will be required to submit to a return to duty test after he/she has been seen by a substance abuse professional and a course of treatment has been established. An employee will not be permitted to return to work until the results of the return to duty test are known, and then only if the results of the test are negative. Return to duty testing is at the employee's expense.
5. **Follow-Up Testing:** An employee not tested within eight hours of an incident, or one who has tested positive, will be tested randomly (3 times) for a period of one year from the date the employee returns to work. Follow-up testing will be at the expense of the employee.
6. **Property Damage:** An employee who damages Company property or products in excess of \$500.00 will be tested.
7. **Contractor Requirement:** Employees may be subject to a drug/alcohol screen when required by a client or construction site contractor as a condition of the work being performed.

## **Employee Responsibilities**

- A. It is the employee's responsibility to abide by the policy.
- B. Employees must notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- C. Employees, especially those in management positions, must notify the Company immediately, if someone is in violation of the drug and alcohol policy.

## **Employee Assistance Program**

The Company offers an Employee Assistance Program (EAP) to its employees and their families. The program deals with a variety of issues including drug and alcohol dependency.

See "Employee Assistance Program (EAP) Policy."

## **Outcome**

An employee who tests positive will be suspended without pay. An appointment will be made by the Company for the employee to be evaluated by the Employee Assistance Program (EAP). The employee must follow through with the recommendations prescribed by the EAP. Employees undergoing counseling or treatment need to complete the program prescribed by a certified, licensed rehabilitation facility. Prior to returning to work, an employee must test negative in a return to work drug/alcohol test. The employee will be tested at random for a minimum of three (3) times for a period of one year after the employee returns to work.

Any violation of this policy will result in disciplinary action up to and including termination.

**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 (✓) IF YES, CONTINUE TO QUESTION 2.

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

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

3. WILL BIDDER SUBCONTRACT ANY PORTION OF THIS WORK?

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

Name Jeffrey C. Euclide, PE CEM

Signature Jeffrey C. Euclide

Company Entech Engineering, Inc.

Date October 29, 2009

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 period: \_\_\_\_\_ 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 Subcontracted:

1. \$ 0.00

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.

	<b>Goals</b>	
	<b>Percent</b>	<b>Dollars</b>
HUBZone Small Business	<u>0</u>	<u>0</u>
Service-Disabled Veteran-Owned Small Business	<u>0</u>	<u>0</u>
Small Business	<u>0</u>	<u>0</u>
Small Disadvantaged Business	<u>0</u>	<u>0</u>
Veteran-Owned Small Business	<u>0</u>	<u>0</u>
Women-Owned Small Business	<u>0</u>	<u>0</u>

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:

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

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

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

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

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

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8. By signing the Plan, the contractor agrees that assurance clauses titled "Utilization of Small Business Concerns" [48 CFR §52.219-8] as stated below, will be included in all subcontracts that offer further

subcontracting opportunities, and all solicitations and subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) will be required to adopt a Plan similar to this Plan.

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

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

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

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

1. Means a small business concern—

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

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

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

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

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

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

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

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

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

- D. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
9. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
  10. By signing the Plan the contractor assures (i) submission of periodic reports; (ii) cooperation in any studies or surveys required by the Federal Agency or Administration to determine the extent of compliance to the Subcontracting Plan; (iii) submission of Standard Form (SF) 294, subcontracting Report for individual Contracts, and/or SF 295, Summary subcontract Report. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  11. List the types of records maintained to demonstrate procedures that have been adopted to comply with the requirements and goals of the Plan, including established source lists and a description of efforts to locate small HUBZone, small disadvantaged, women-owned small business sources and veterans service organizations and subcontracts awarded (e.g., source lists, guides, organizations contacted, outreach efforts, internal guidance, workshops, training, seminars, monitoring performance, etc.).
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**NOTE:** Contractor is required to keep records of solicitation of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns for each contract greater than \$100,000.

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

Company Name: Entech Engineering, Inc.

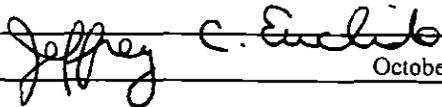
Name: Jeffrey C. Euclide, PE, CEM

Title: Executive Vice President

Address: P.O. Box 32  
Reading, PA 19603-0032

Telephone Number: 610-373-6667

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

Signature & Date:  October 29, 2009

## ALLEGHENY POWER

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

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

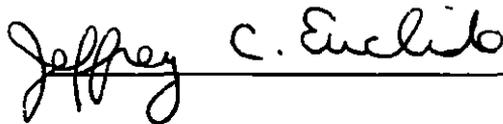
Contractor shall designate one individual to be responsible for Contractor's compliance with safety requirements outlined in this contract. Contractor shall promptly notify appropriate Allegheny Power personnel of any safety violations and incidents, which may have an adverse impact upon health and safety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

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

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

**Submitted by:**

**Signature:**



**Company:**

**Entech Engineering, Inc.**

**Date:**

**October 29, 2009**



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

IN REPLY PLEASE  
REFER TO OUR FILE

December 15, 2010

A-2010-2206634

ENTECH ENGINEERING INC  
4 SOUTH FOURTH STREET  
PO BOX 32  
READING PA 19603

ATTENTION: STACEY J GUNNING

Re: Application to Register as a Conservation Service Provider

Dear Ms. Gunning:

On October 25, 2010, Entech Engineering, Inc. (Entech Engineering) filed an application to register as a Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. A registered CSP can advise an electric distribution company (EDC) and/or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan.

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

Therefore, effective from the date of this Secretarial Letter, Entech Engineering is registered as a CSP on the Pennsylvania Public Utility Commission's Registry of Conservation Service Providers. This registration is valid for two years from the effective date. A CSP must re-register every two years to remain on the registry. In addition, the applicant is advised that if any information in the application changes, it must provide a written notice of said change to the Commission within 45 days of the change.

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

Please direct any questions to Andrew Showers, Bureau of Fixed Utility Services at (717)-214-2186.

Sincerely,

Rosemary Chiavetta  
Secretary

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

Vendor Name Entech Engineering, Inc.

Date August 23, 2010

Contact Person Jeffrey C. Euclide, PE, CEM

St Address 4 South Fourth Street – P.O. Box 32

City, St, Zip Reading, PA 19603-0032

**Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600003220**

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 return via e-mail or U.S. mail to Mary Shellhammer at [mshellh@alleghenypower.com](mailto:mshellh@alleghenypower.com) or Allegheny Power, Suite 1000, 126 Mathews St, Greensburg, PA 15601.

1. Legal name of the applicant Entech Engineering, Inc.
2. Principal place of business 4 South Fourth Street - Reading, Pennsylvania 19602
3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs

None

Jeffrey C. Euclide, PE, CEM

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

Jeffrey C. Euclide

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

**Request for Proposal  
of  
Energy Audit Services  
for Pennsylvania Act 129  
Custom  
Commercial/Industrial  
Program**

**October 5, 2009**

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## **APPENDICES**

- 1. Non-Disclosure Agreement**
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- 3. Background Investigation, Form 35-159**
- 4. Bidder's Proposal Format**
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- 11. Energy Audit Pricing Evaluation Template**
- 12. Conservation Service Provider Requirements as per PA PUC**

**1. Introduction**

West Penn Power Company d/b/a Allegheny Power (hereinafter referred to as “Allegheny Power”, “AP”, or as “the Company”) is soliciting a request for proposal (RFP) for bidders to assist with providing engineering and consulting services for commercial and industrial customers as result of Pennsylvania Act 129 of 2008.

As required by Pennsylvania Act 129 of 2008, electric utilities will design a cost effective energy efficiency and conservation (EEC) and demand reduction programs to assist customers with targeted energy reductions of at least 1% by May 31, 2011, and 3% by May31, 2013, and targeted demand reductions of 4.5% by May 31, 2013. Allegheny Power has submitted to the Pennsylvania Public Utility Commission, a Custom Applications Program targeting approximately 550 of the largest commercial and industrial customers to realize energy savings by implementing various energy management and conservation technologies. AP will provide financial incentives of up to \$500,000 per project, with a maximum program expenditure of \$1,500,000 in Program year 2010, and \$2,000,000 in Program years 2011 and 2012.

In an effort to maximize the utility funding of such projects, AP will conduct a competitive evaluation process for prospective projects from its commercial and industrial customers. Annually, AP will issue a request for proposals from its commercial and industrial customers for projects that can achieve a minimum of 250,000 kwh/yr or greater energy savings

Allegheny Power’s participating customers will submit a proposal for an electric energy savings project, including the amount of the reward (utility incentive) to complete the project. AP will review the submittals and pre-qualify customers for this program by having the successful bidder of this RFP perform a high level, targeted, facilities audit to determine the project feasibility and projected energy savings. After the audits are completed on the pre-qualified facilities, AP will further evaluate the financial viability of the project by ranking the projects on a total cost per kWh saved, and performing a total cost recovery (TRC) test on the project, and any of its sub-measures. For the customers that pre-qualify, AP will contribute up to \$10,000 for the targeted audit. If the customer does complete the project within 2 years of the energy audit, AP shall bill the customer for the energy audit.

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 715,000 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 Engineering/Consulting or Energy Services Company capable of providing energy audits for commercial/industrial facilities. The services will be used to support AP's Custom Program which will focus on reducing 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.

## **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 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**

**The response format is outlined in Appendix 4** Bidders are required to submit an electronic version of their proposal to Allegheny Powers strategic sourcing website (refer to Appendix 10). The submittals must be uploaded by 4 PM EST 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 Appendix 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 05, 2009
2. Intent to bid notice	Oct 09, 2009 by 5:00PM
3. Close of RFP question period	Noon EST, Oct 23, 2009
5. <b>Electronic Proposals due</b>	<b>4 PM EST, Oct 30, 2009</b>
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 bidder and Company will be required to execute the Confidentiality Agreement prior to contract award. An electronic copy of the Confidentiality 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, clarifications, and comments shall be submitted to:

Barb Crowe – Sr. Strategic Sourcing Specialist  
724-830-5051  
[bcrowe@alleghenypower.com](mailto:bcrowe@alleghenypower.com)

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 Power Advocate website as Emailed to each bidder. 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.

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.

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 Conservation Service Provider (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 Confidentiality 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.

**16. Bidders not EDC affiliates**

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

**17. Scope Of Work**

**A. Description**

Allegheny Power will contract with an engineering/consulting or energy services company to provide the following services under its Custom Program:

- Assists AP with pre-screening industrial/commercial facilities for electrical energy savings type projects. The following systems shall be considered a "minimum" competency that each vendor should be able to address:

Lighting Systems  
Compressed Air Systems  
Chiller Systems  
Refrigeration  
Premium Efficiency Motor Retrofits  
Variable Speed Drive Retrofits  
Energy Management Systems (Demand Control)  
Process Improvements  
Fan/Pump Systems  
Combined Heat/Power Systems (Co-Generation)

- Conduct a targeted energy audit and prepare a report that identifies the project scope, estimated energy savings and project costs.
- Conduct financial analysis that determines the return on investment or any other pertinent type calculations for the project.

Upon acceptance of the project by AP and the customer, the vendor may also be requested to provide the following services to the end user (contracted separately from this RFP):

- Develop performance specifications for the design and implementation of selected energy efficiency projects.
- Review vendor bids and assist customers with the selection of qualified contractors and/or energy service providers.
- Financing alternatives for the project.
- Turnkey installation and/or project management of the project.

**B. Tasks**

When directed by AP's program manager, the vendor will provide the following work:

- Prepare a time and materials estimate with a not-to-exceed price for an energy audit addressing the specific measures outlined by AP and the Customer's Electric Energy Savings Proposal as outlined in Section I.
- Conduct a site visit for the purpose of completing a "targeted" energy audit of the proposed energy saving measure(s). The site visit shall include: gathering historical operating data of existing systems, meeting with operating and management personnel, performing any necessary system level measurements, touring and/or inspecting the facility, determining operating hours and scenarios and collecting all required site data, equipment inventories, to complete the audit. AP will provide any energy usage history for the customer's facility and related electric rate schedules.
- Complete the targeted audit that describes the measure(s) under study, recommended improvements, and the resulting change in energy usage. The report shall include all options that were analyzed, calculations, and assumptions used in the analysis. The vendor shall provide a cost analysis for all recommended improvement and shall include costs for: labor, material, engineering design, project management, startup and measurement and verification (M&V).

### **C. Deliverables and Due Dates**

Upon completing the site visit, the vendor shall also submit to AP's Program Manager, a time schedule for the following milestones:

- Complete Data Collection at Site
- Perform Energy Audit Analysis
- Prepare Written Report
- Draft Submittal

At the request of the customer or AP's Program Manager, the vendor shall be available for any follow-up meetings to review the report.

The vendor will provide (3) copies of a preliminary report to the Program Manager. Upon approval from the Program Manager, the vendor shall submit (5) copies of the final report, which will then be distributed to the customer.

#### **D. Submittal of Invoice Requirements**

Upon completion of the initial site visit, preparation of the energy audit, and submittal of the engineering reports, the vendor shall submit an invoice listing all man-hours, travel expenses, and costs incurred. If a project requires extensive site investigation time and/or reporting, progressive billing can be submitted.

Any additional time required for additional meetings and/or requested analysis beyond the original scope of the project will be provided on a time and material basis.

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

The vendor shall be able to provide M&V services for pre and post commissioning of retrofit applications. A guide for performing these measurements will be developed at a later date. We anticipate that measurements will be required at the retrofit and system level and that short and continuous monitoring activity will be required. In applications where energy use and savings can be estimated based on engineering calculations or computer modeling, the vendor will review the methodology with the AP.

#### **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 Confidentiality Agreement (Appendix 1) and the Background Investigations (Appendix 3) post bid and pre contract award.

In accordance with the PAPUC's Implementation Order entered February 5, 2009, a criminal and other background check is required for persons associated with the bidder 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 No. 3. Contract award is subject to these requirements being fulfilled to Allegheny Power's satisfaction.

# 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.

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

## GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses to 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. § 22.34, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.902), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.902, and § 62.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof constitutes 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 forces" 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

Appendix #2

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

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

# Appendix 3

## **BACKGROUND INVESTIGATION REQUIREMENTS FOR NONEMPLOYEES** FORM 35-190 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(ies) 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/TCH60) 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 35-159 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 for 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

## A. Introduction

This section provides information on how to prepare a bid in response to this RFP. These instructions prescribe the format to be used and all questions must be answered. Proposals that fail to meet these requirements will not be considered.

## B. Format

The proposal shall be organized as follows:

- Proposal cover and transmittal letter
- Table of Contents
- Summary of Approach
- Vendor Experience
- Vendor Experience with PA General Services Administration (GESA) contracts
- Personnel Qualifications and Resumes
- Fees and Expenses
- Sample Audits
- Vendor Information, Form 37-215 (Appendix 5)
- Subcontracting Plan, Form 37-216 & 37-217 (Appendix 6)
- Safety & Health Commitment (Appendix 8)
- Substance Abuse Program (Appendix 9)
- Energy Audits Pricing Evaluation Template (Appendix 11)

### Table of Contents

Please include a Table of Contents organized per the report format listed above.

### Summary

Summarize your company's overall approach to providing energy audits and/or consulting services for energy saving projects. Please list any special qualifications, methods, and relevant experience in performing technical work. Provide a short description of each staff member who will be providing the services and highlight any professional certifications, licenses, and expertise that the person has obtained. If your firm utilizes technicians under the supervision of engineers to perform the field work, please explain how the personnel will be allocated.

### Vendor Experience

Describe your company's ability to provide energy audit services for large commercial and industrial facilities. Firms that provide a broad range of capabilities will be given higher consideration. Please describe the type of facilities that you have worked on with details on the types of studies completed.

Give an example of work performed within the last 36 months for the three (3) of the following types of facilities:

- Industrial Manufacturing Plant (plastics, cement, paper, etc.)

- Hospital/Health Care Facility
- University/Dormitory Building
- Municipal Facility (water treatment plant, central plant, etc.)
- Co-generation Facility

**Experience with General Energy Savings Agreement Contracts**

Please comment on your firms experience with implementing/delivering ESCO type services under the Pennsylvania General Energy Savings Agreement contracts. Please list examples of previous contracts, contract scope, energy savings measures and saving outcomes. Registration with the Pennsylvania General Services Administration as a qualified GESA ESCO is not a condition of this RFP.

**Personnel Qualifications**

Provide a list of all individuals in your company who will provide technical service throughout this contract, including an estimate of the available time and specific tasks that the resource will be assigned to the project. Please include each individual's job classification, academic degrees, certifications, and professional registration.

**Fees and Expenses**

Payment of services under this contract will be based on hourly rates and expenses.

Provide a list of hourly billing rates, which includes all company overheads, markups and applicable taxes, per the following schedule:

- Principal Engineer
- Staff Engineer
- Engineer in Training
- Draftsmen
- Designer/Technician
- Administrative/Clerical

Provide a cost plus schedule for billable expenses including travel, mileage, lodging, duplication services, and any necessary equipment rental fees.

If any discounts are offered for early payment, please describe your terms.

**Energy Audit Evaluation Template**

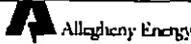
**In Appendix 11, two pricing examples are provided for the bidder to complete. This is for the buyer's evaluation purposes only. As part of the submittal please use your firm's fee schedule and personnel assignments to complete the "industrial" and "commercial" estimates. An electronic excel spreadsheet of this template will be provided.**

## Appendix # 5

### Evaluation and Selection Process

Each proposal will be evaluated on how well it meets AP's requirements as described in this RFP. A weighted system will be used in scoring the proposal according to the following criteria:

<b><i>Criterion</i></b>	<b><i>Description</i></b>	<b><i>Points</i></b>
Company Technical Experience	1) Quality and Relevance Of Experience in Commercial And Industrial Facilities 2) Depth, relevance and quality of work examples	___ points
Value of Services	1) Hourly rates 2) Payment terms 3) Pricing example per Appendix 11	___ points
Company Organization	1) Organizational strengths 2) Appropriate level and type of staff to complete work in timely manner	___ points
Personnel Qualifications And Experience	1) Qualifications of assigned personnel 2) Experience of assigned personnel	___ points

<b>VENDOR INFORMATION</b> FORM 37-215 REV. 5			
<b>VENDOR INSTRUCTIONS</b>		All vendors interested in being considered for placement on Allegheny Energy's vendor list must complete and return Vendor Information Form to Allegheny Energy with signed W-9. Vendor failing to return completed form will not be included on Allegheny Energy's vendor list, and thereby, will not receive Request for Quotation OR Purchase Order.	
<b>MAIL OR FAX COMPLETED FORM TO</b>		Allegheny Energy Service Corporation; Supply Chain, Support; 800 Cabin Hill Drive; Greensburg, PA 16001-1689; Fax No.: 724-830-7716	
<b>COMPLETED BY REQUESTER</b>	<b>VENDOR</b> <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete	<b>VENDOR NO.</b>	<b>REQUESTED BY</b>
	<b>DATE</b>	<b>TELEPHONE NO.</b>	<b>COMMENTS</b>
<b>SEND REQUEST FOR QUOTATION/PURCHASE ORDER TO</b>			
<b>LEGAL BUSINESS NAME AND SBA NAME (if applicable)</b>		<b>ADDRESS</b>	<b>CITY, STATE &amp; ZIP**</b>
<b>CONTACT NAME</b>	<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL ADDRESS</b>
<b>REMIT TO/PAYMENT ADDRESS AS IT APPEARS ON INVOICE</b>			
<b>NAME</b>		<b>ADDRESS</b>	<b>CITY, STATE &amp; ZIP**</b>
<b>CONTACT NAME</b>	<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL ADDRESS</b>
<b>TAX ID NO. (TIN)</b>	<b>EMPLOYEE IDENTIFICATION NO. (circle &amp; signed W-9)</b>	<b>ELECTRONIC DATA INTERCHANGE (EDI)</b>	Are you EDI capable? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PAYMENT METHOD</b>		<input type="checkbox"/> Automated Clearing House (ACH - Direct deposit) - preferred method (complete bank information below) <input type="checkbox"/> Check (bank information below not required)	
<b>COMPLETED BY VENDOR</b>	<b>FINANCIAL INSTITUTION</b>		<b>CONTACT NAME</b>
	<b>BANK ACCOUNT NAME</b>		<b>TELEPHONE NUMBER</b>
	<b>BANK BRANCH (ROUTING NUMBER @ @ @)</b>		<b>FAX NUMBER</b>
	<b>ACCOUNT NUMBER</b>		<b>ACCOUNT TYPE</b>
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
I hereby authorize Allegheny Energy to pay Vendor electronically to bank account indicated above, and authorize the financial institution named above to credit such entries directly to the Customer's account.			
<b>AUTHORIZED BY NAME (Please type or print)</b>		<b>TITLE</b>	<b>SIGNATURE (Required)</b>
			<b>DATE</b>
<b>PRODUCTS OR SERVICES PROVIDED</b>			
<b>BUSINESS INFORMATION</b>		<b>CHECK ONE</b>	<b>SUBC NO.</b>
		<input type="checkbox"/> Small Business <input type="checkbox"/> Large Business <input type="checkbox"/> Other	<b>PRIMARY NAICS CODE (www.naics.com)</b>
<b>DIVERSITY (check all that apply)</b>			
<input type="checkbox"/> Third Party Certified (certificate attached)		<input type="checkbox"/> Asian Pacific American (A)	<input type="checkbox"/> Black American (B)
<input type="checkbox"/> Hispanic American (S)		<input type="checkbox"/> Native American (N)	<input type="checkbox"/> Veteran (V)
<input type="checkbox"/> HUBZone SB certified		<input type="checkbox"/> Disabled Veteran (D)	<input type="checkbox"/> Filipino American (F)
		<input type="checkbox"/> Woman Owned (WO)	<input type="checkbox"/> Handicapped (H)
		<input type="checkbox"/> Other	
You may wish to review the definitions for the above categories in the Federal Acquisition Regulation 19.7 or 52.219-4 @ <a href="http://www.acquisition.gov">www.acquisition.gov</a> . If you have difficulty ascertaining your size status, please refer to SBA's website at <a href="http://www.sba.gov/size">www.sba.gov/size</a> or contact your local SBA office. Under 15 U.S.C. 645 (d), any person who misrepresents his size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.			
<b>SELF-CERTIFIED BY NAME (Please type or print)</b>		<b>TITLE</b>	<b>SIGNATURE (Required)</b>
			<b>DATE</b>
<b>COMPLETED BY SUPPLY CHAIN</b>	<b>VENDOR NO.</b>	<b>DATE UPDATED/NO. ADDED</b>	SDB and/or HUBZone Status verified in the Central Contractor Registration (CCR) Dynamic Small Business Search Database as of / / . For SDB, the expiration date is / / .

# Appendix # 7

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
HUB Zone 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:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

1. Means a small business concern—

- i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

9. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
  
10. By signing the Plan the contractor assures (i) submission of periodic reports; (ii) cooperation in any studies or surveys required by the Federal Agency or Administration to determine the extent of compliance to the Subcontracting Plan; (iii) submission of Standard Form (SF) 294, subcontracting Report for individual Contracts, and/or SF 295, Summary subcontract Report. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  
11. List the types of records maintained to demonstrate procedures that have been adopted to comply with the requirements and goals of the Plan, including established source lists and a description of efforts to locate small HUBZone, small disadvantaged, women-owned small business sources and veterans service organizations and subcontracts awarded (e.g., source lists, guides, organizations contacted, outreach efforts, internal guidance, workshops, training, seminars, monitoring performance, etc.).

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

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

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

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

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

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

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

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

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

Signature &  
Date:

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## 1.0 SUBCONTRACTOR PLAN POLICY & REQUIREMENTS

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

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

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

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

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

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

## 2.0 FILING A SUBCONTRACTOR PLAN

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

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

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

## 3.0 FILING PLAN WITH ALLEGHENY ENERGY

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

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

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

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

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

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

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

C. Definitions. As used in this contract—

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

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

1. Means a small business concern—

i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

1. It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

2. No material change in disadvantaged ownership and control has occurred since its certification;

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

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

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

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

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

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

5. The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.
6. Assurances that the contractor will submit periodic reports and cooperate in studies and surveys required by the Federal Agency or Administration to determine the extent of compliance by Bidder with the Subcontracting Plan.
7. A list of the types of records the successful contractor will maintain, to demonstrate adopted procedures in compliance with the requirements and established goals set forth in this Plan, including source lists of such businesses, and efforts to identify and award subcontracts to such concerns.

#### 4.0 FAILURE TO COMPLY

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



## Appendix # 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 22801 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 724-226-7418	X	X No Corporate Health
Antietam Health Link, Inc. 6000 Letterkenny Road Building 600, 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. 8 Roadside Avenue Waynesboro, PA 17288 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 660 One Nolte Drive Kittanning, PA 16201 Contact: Linda Wylie, R.N. 724-543-8118 (M-F 8:30 a.m.-6:00 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

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Brownsville General Hospital 126 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 26401 Contact: Kenda Rogers, RN (Hours 7:00 a.m.-5:00 p.m.) 304-284-1247 / Fax 304-284-1320	X	X No Corporate Health
Business Plus Healthcare (South Hills Medical Bldg. Suite 502) Jefferson Hospital P. O. Box 18110 Pittsburgh, PA 15236 Contact: Regis Noroski 412-489-5983 Scheduling 7:00 a.m. - 4:00 p.m. M-F / Fax 412-489-5948	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 724-282-2816 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. 814-226-1398 (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
Davis Memorial Hospital, Inc. P. O. Box 1484 Elkins, WV 26241 Contact: Robin Rowan, Dr. John Vetch 304-637-3266 / Beeper 304-382-7501 Fax 304-637-3779	X	X No Corporate Health
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	X	X No Corporate Health
Elk Regional Health System 99 Hospital Street Ridgway, PA 15853 Contacts: Lab Mgr. Carol Yankovich Jane Eagen, LPN 814-788-5600 Fax 814-788-6690	Drug and Alcohol— No Breath Alcohol	X
Fairmont Clinic Fairmont Medical Group P. O. Box 1112 Fairmont, WV 26564 Contact: Peg Toothman 304-366-0700 Fax 304-366-0520	X	X
Fairmont General Hospital 1325 Locust Avenue Fairmont, WV 26564 Contact: Brian Pulice 304-367-7544 / Beeper 304-362-6221 Fax 304-367-7149	X	X No Corporate Health
Fairmont Physicians, Inc. Rife Medical Arts Building 811 Pike Street Shinston, WV 26431 Contact: Heather Bailey 304-592-0992 Fax 304-592-0993		Corporate Health Only
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 Mayhew/Dawn Miller 724-647-4957 / Fax 724-647-4959	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 301-688-3000 / Fax 301-688-3003	X	X No Corporate Health
Frick Hospital & Community Health Center 508 South Church Street Mt. Pleasant, PA 15686 Contact: Dick Frey 724-547-1050 / Fax 724-547-1666 Cell 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 301-780-8670 Fax 301-780-3707	X	
Hampshire Memorial Hosp., Inc. 549 Center Avenue Romney, WV 26767-1199 Contact: Jeanette McCauley-Saville 304-822-5817 Fax 304-822-7809	X	X No Corporate Health
HEALTHSOUTH Nittany Valley Rehabilitation Hospital 650 W. College Avenue Pleasant Gap, PA 16823 Contact: Cindy Parks 814-234-1988 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 724-853-1810 Fax 724-853-1814		X Corporate Health Only (diagnostic testing and physical exam) Sigmold at Latrobe Hospital.

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Institute of Occupational &amp; Environmental Health 3801 Health Sciences South P. O. Box 8180 Morgantown, WV 26506 Contact: Carolyn Bolyard/Chris Garbart 304-293-3693 / Fax 304-293-2629 Reference <u>must</u> be made when scheduling appts: UHA Med. Records #52509320</p>	<p>No Reasonable Cause or Random Drug Testing— Pre-Employment Only</p>	<p>X No Corporate Health</p>
<p>Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750 Contact: Bonnie McGowan/Janet Campbell 740-374-4915 Fax 740-374-4977</p>	<p>X Drug tests may be scheduled after hours for random testing.</p>	<p>X No Corporate Health</p>
<p>MedBrook Medical Center 1370 Johnson Avenue Bridgeport, WV 26330 Contact: Beth Belcastro/Cassandra Boyles 304-842-7495 / Emergency 304-842-7186 Fax 304-842-7578</p>	<p>X</p>	<p>X</p>
<p>WPHC At Dalmont Westmoreland Primary Health Center 421 Route 22 Dalmont, PA 15626 Contact: Sue O'Nam 724-468-8764 / Fax 724-468-8785</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>WPHC at Irwin Westmoreland Primary Health Center 8337 Lincoln Way West Irwin, PA 15642 Contact: Mercy Cindric 724-864-7720 Fax 724-864-4614</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>WPHC at Mt. View Westmoreland Primary Health Center R. D. #8, Box 130M Greensburg, PA 15601 Contact: Melanie Russell 724-834-2525 Fax 724-834-8171</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>WPHC At Youngwood Westmoreland primary Health Center 505 N. Fourth Street Youngwood, PA 15697 Contact: Regina Kintz 724-925-3300 Fax 724-925-1690</p>	<p>X</p>	<p>X No Corporate Health</p>

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 304-486-3300 Fax 304-486-3317	X No Breath Alcohol	X Must schedule appointment
Monongahela Valley Hospital, Inc Country Club Road Monongahela, PA 15063 Contact: Janet 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: Lavona 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 Luney, VA 22835 Contact: Clare Layman 540-743-1632 / Fax 640-743-1288	X	X
Page Memorial Hospital 200 Memorial Drive Luney, VA 22835 Contact: Bonnie J. Frye, RN (Marketing) 640-743-4661 Ext. 222 / Fax 640-743-0560	X	
Potomac Valley Hospital 167 South Mineral Street Keyser, WV 26728 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
<p>St. Joseph Medical Plaza 10 Amalia Drive Buchannon, WV 26201 Contact: Linda Lantz 304-473-2208 Lab: Michael Walton 304-473-2042</p>	<p>X (24 hrs.)</p>	<p>X No Corporate Health</p>
<p>Elk Regional Health Center 783 Johnsonburg Road St. Marys, PA 16857 Contact: Sharon K. Woge, BAT, Occ. Health 814-788-8585 / Fax 814-788-8046</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Summit Health/Waynesboro Hospital 501 E. Main Street Waynesboro, PA 17268 Contact: Jerrin Shanholz, Sales Rep. 717-267-4874 / Pager 301-293-3845 Cellular 301-887-9210 / Fax 717-267-8368 Lab Mgr. David Meader 717-765-4000 Ext. 6313</p>	<p>X</p>	<p>Use Anxiolam Health Link for Pre- Employment DOT exams. No Corporate Health</p>
<p>Trinity Workcare 3203 Johnson Road Staubenville, OH 43952 Contact: Pam Vukelich 740-264-4250 / Fax 740-264-0148</p>	<p>X Drug screening M-F 8-4. After hours, 740-264-2154. After the beep tone, you must dial number where you can be reached; otherwise call hospital operator at 740-264-8000</p>	<p>X No Corporate Health</p>
<p>Urgent Care Center 607 East Jubal Early Drive Winchester, VA 22601 Contact: Kelly Macher 540-722-0881 Diane M. Hearne, RN 540-722-4525 Fax 540-722-0893</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>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</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Washington Hospital Occupational Medical Center 85 Leonard Avenue Washington, PA 15301 Contact: Denise Garvey, RN 724-223-3528 / Fax 724-229-2401</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Waynesboro Hospital - See Summit Health</p>		

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Weirton Medical Center 801 S. Colliera Way Weirton, WV 26062 Contact: John Kopcha 304-797-8110 Linda Hoge 304-797-8028	X	
Westmoreland Regional Hospital 532 W. Pittsburgh Street Greensburg, PA 15601 Lab: 724-832-4365 (D&A) Contact: Donna Barkey Supv. 724-832-4886	X Reasonable Cause and Post Accident Only (24 hrs.)	
WorkWell Wellness Center St. Francis Central Hospital 1200 Centre Avenue Ninth Floor, Suite 870 Pittsburgh, PA 15219 Fax 412-471-3788		Corporate Health Only

\*\*\* In case of emergency, if unable to reach one of the above sites near you, call:  
**SPECTRUM MEDICAL SERVICES, INC.**  
 1-800-253-8077

4/26/00

# **Appendix # 10**

## **GUIDELINES FOR BIDDING VIA POWERADVOCATE**

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

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

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

All responses must be received by October 23, 2009 by 4:00 PM EDT.

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

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

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

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

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

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

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

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



Scope of Audit: Flooring Manufacturing, Plant Area 800,000 sq ft, Office Area 20,000 sq-ft Lighting System - 480W Metal Halide - plant Air compressors - (1) 100 hp units Dust collectors - (2) 250 hp, (2) 300 hp units Boiler room - (2) 15 hp pumps, (1) 80 Fm 125 hp Electrical Demand = 7,000 kVA, Average monthly usage = 4,600,000 kWhrs						
Hourly Billing Rate	Principal Engineer Hours	Staff Engineer Hours	Engineer in Training Hours	Technician Hours	Designer - Draftsman Hours	Administrative Clerk/pt Hours
Task						
<b>Pre Bid Visit Related Work</b>						
Collect Data - 3 years						
Preliminary Aud/Inspection						
Conference call(s)						
Review previous studies						
Review screening form with AP						
Complete direction of targeted energy audit						
<b>On Site Work</b>						
Meeting with facility manager/operators						
Review existing lighting system						
Take notes on compressed and dust collector system						
Obtain plant/facility drawings						
Review specification of purchases for boiler system						
Make system level energy audits						
- lighting						
- electrical load						
- air compressor/dust collector low rates						
Observe operations						
Field measurements (physical aspects)						
<b>Analysis/Reporting work</b>						
Document existing conditions						
Review utility bills and document usage patterns, demand, PF, etc.						
Benchmarking analysis						
Energy analysis on targeted system						
Lighting						
Compressed air system						
Dust collection system						
Compressed Air/boiler system						
Discussion of improvements						
Recommendations						
<b>Total</b>	0	0	0	0	0	0

## **Appendix # 12**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**  
Harrisburg, PA. 17105-3265

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.<sup>1</sup> 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

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<sup>1</sup> 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.<sup>2</sup> 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.

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<sup>2</sup> 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.<sup>3</sup>
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.<sup>4</sup>

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.

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<sup>3</sup> 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.

<sup>4</sup> *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.<sup>5</sup> 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.<sup>6</sup> 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

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<sup>5</sup> Positive Energy's comments on the Tentative Order at p. 4.

<sup>6</sup> 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

## **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 \_\_\_\_\_.

**APPENDIX A**

**COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

**TAX CERTIFICATION STATEMENT**

A completed Tax Certification Statement must accompany all applications for new registrations or renewals. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME	2. BUSINESS PHONE NO. ( ) CONTACT PERSON(S) FOR TAX ACCOUNTS:
--------------------------------	--

3. TRADE/FICTITIOUS NAME (IF ANY)
-----------------------------------

4. LICENSED ADDRESS (ZIP)	(STREET, RURAL ROUTE, P.O. BOX NO.)	(POST OFFICE)	STATE)
------------------------------	-------------------------------------	---------------	--------

5. TYPE OF ENTITY	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION
-------------------	--	--------------------------------------	--------------------------------------

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)	
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _  -  _ _ _ _ _

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS: A, B, AND C MUST BE COMPLETED).			
A. SALES TAX LICENSE (8 DIGITS)	APPLICATION PENDING	C. CORPORATE BOX NUMBER (7 DIGITS)	APPLICATION PENDING
N/A  _ _  -  _ _ _ _ _  -  _	<input type="checkbox"/> <input type="checkbox"/>	_ _ _ _ _ _	<input type="checkbox"/> <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS)	APPLICATION PENDING		
N/A  _ _  -  _ _ _ _ _ _ _	<input type="checkbox"/> <input type="checkbox"/>		

10. Do you have PA employees either resident or non-resident?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11. Do you own any assets or have an office in PA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

PA SALES AND USE TAX	CORPORATE TAXES
----------------------	-----------------

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!

**Act 129 Contract**

Vendor: Energy Smart Products, LLC

Vendor Address: 7850 Hailey Ct.  
Caledonia, MI 49316-8803

Scope of Work: Supply, assemble, package and mail Energy Efficiency and Conservation CFL kits to residential customers.

**Table of Contents**

	Included	Not Applicable *(Refer to Footnote)
Energy Smart Products Contract	X	
Non-Disclosure (Confidentiality) Agreement	X	
Valid Insurance Certificates	X	
Background Investigations, (Only required if contractor will be working on AP/Customer Property or IT system)		.
Substance Abuse Policy		.
Subcontracting Plan		**
Safety and Health Commitment	X	
CSP Approval Verification	X	
Non Affiliate Letter	X	
RFP Document w/all Appendices (General Terms and Conditions are in appendices)	X	
Exceptions to General Terms and Conditions		None

\* Does not apply if Seller and/or any Seller's employees, including any subcontractors, do not 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. Contractor will not have personal contact with Allegheny customers.

\*\* Not required for contracts under \$550,000.

*Need P&H*



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

Page 1 of 3  
Contract#  
4600003039

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

ENERGY SMART PRODUCTS LLC  
7850 HAILEY CT  
CALEDONIA MI 49316-8803

Your Vendor Number with us  
10030716

Please Deliver to :  
Connellsville Distribution Center  
West Penn Power Company  
311 South Seventh Street  
Connellsville PA 15425-3015

**Bill and Mail Invoices to :**

**Buying Company :**

**West Penn Power Company**

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

**Contract**

<b>Purchasing Document</b>	<b>Date</b>
4600003039	04-08-2010
<b>Purchasing Buyer</b>	<b>Telephone</b>
Barbara Crowe	724-830-5051

<b>Fax number</b>	<b>Our Reference</b>
724-850-3707	DOMATIC-REL

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

<b>Validity Start</b>	<b>Validity End</b>
04-08-2010	12-31-2011

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

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

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

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

IncoTerms : SVC Freight Not Applicable N

Currency : USD

Terms of Payment : Within 45 days Due Net

Target Value : \$245,000.00

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

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

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



Page 2 of 3  
Contract#  
4600003039

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

Header text

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

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

#### **ENERGY EFFICIENCY AND CONSERVATION CFL KITS**

This blanket contract is issued for Energy Efficiency and Conservation CFL kits for Allegheny Power customers in the Commonwealth of Pennsylvania to be supplied in accordance with the Scope of Work as outlined in the Request for Proposal of Energy Efficiency & Conservation CFL Kits dated February 26, 2009 (with modification to the quantity and the exclusion of educational material).

Allegheny Power does not guarantee any certain volume CFL kits under this contract. Energy Smart will not have exclusive rights for the supply of CFL kits for Allegheny Power Pennsylvania customers.

The work is expected to begin at issue date of the contract and continue through 12/31/2011.

Services to be provided include: Supply, assembly, packaging and mailing of Energy Efficiency and Conservation CFL kits. Each kit will consist of 4 CFL bulbs per kit (no educational material).

Seller will provide the following approved CFL bulbs:

Maxlite MicroMax Spiral 23 Watt HCS23WW. 100W equiv., med base, instant start, non dimming, 10000 hr life, UL listed, 1600 Lumen, Warm White, Home Comfort Series.

Approved secondary product is:

Earthtronics, Part No. CF23SW1BT2, 23 watt Compact Fluorescent Earthbulb, T2 mini spiral series, 2700K Soft White, 12,000 hour, non-dimming, flicker free, standard base, 1600 Lumens, Energy Star rated, 100W equiv.

Prior approval from Allegheny Power personnel is required for any alternate or secondary product.

Price per kit is based on volume over the contract period as follows:

\$15.85 - Quantity 1-4,999

\$15.24 - Quantity 5,000-9,999

\$14.94 - Quantity 10,000+

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

**PAYMENT TERMS ARE NET 45 DAYS.**

Allegheny Energy Service Corporation General Terms and Conditions shall apply.

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

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.


**Contract**  
 ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*  
 AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

Page 3 of 3  
 Contract#  
 4600003039

1. PowerAdvocate Event 18102: EE&C CFL Kits (BMC465) dated 02/27/09.
2. Allegheny Energy Service Corporation General Terms and Conditions.
3. Mutual Nondisclosure Agreement.
4. Safety and Health Commitment.
5. Proposal submitted by Todd Quigley via PowerAdvocate on 03/02/09 with revised pricing per email dated 10/15/09.

This contract is dependent upon the approval of PA Act 129 by the Pennsylvania Public Utility Commission.

Header note

MAXIMUM EXPENDITURE \$245,000

REFERENCE: PURCHASE REQUISITION 10330659  
(ORIGINAL REQUISITION 10214082)

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
00010				AU	\$0.00	\$0.00
<b>Description :</b> CFL Kit						
<b>Required Date :</b>						

**Purch.Req. Number :** 10330659

**Purch. Req. Item :** 00020

**The item covers the following services :**

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

**End of Contract**

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

Requisitioner Copy

# ALLEGHENY ENERGY SERVICE CORPORATION

## NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this 8<sup>th</sup> day of April, 2010, by and between Allegheny Energy Service Corporation, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and ENERGY SMART PRODUCTS MONTGOMERY corporation, ("\_\_\_\_\_").

WHEREAS, ENERGY SMART PRODUCTS 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 ENERGY SMART PRODUCTS 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.

	<u>ENERGY SMART PRODUCTS</u>	ALLEGHENY ENERGY SERVICE CORPORATION
By:	<u><i>Todd Snyly</i></u>	By: <u><i>Roger J. Heasley</i></u>
Printed Name:	<u>Todd Snyly</u>	Printed Name: <u>ROGER J. HEASLEY</u>
Title:	<u>OWNER</u>	Title: <u>DIRECTOR, CUSTOMER MANAGEMENT</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> <b>STAUFFER &amp; WIGGERS INSURANCE</b> PO Box 440 Caledonia, MI 49316		<b>CONTACT NAME: JAMIE</b> <b>PHONE (AC, No, Ext): (616) 891-9294</b> <b>FAX (AC, No): (616) 891-9586</b> <b>E-MAIL:</b> <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> <b>ENERGY SMART PRODUCTS</b> <b>TODD QUIGLEY</b> <b>7850 HAILLY CT SE</b> <b>CALEDONIA MI 49316</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		<b>INSURER A: FRANKENMUTH INSURANCE</b>	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPP6084280	12/09/09	12/09/10	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/DIRECTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> <b>ALLEGHENY ENERGY SERVICE CORP</b> <b>ATTN: EVENT RISK MANAGEMENT</b> <b>800 CABIN HILL DR</b> <b>GREENSBURG PA 15601</b>  <b>WEST PENN POWER COMPANY</b>		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE	
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**NAMED INSURED**  
ENERGY SMART PRODUCTS

**POLICY NO.**  
CPP6084280

**POLICY TERM**  
12/09/2010 to 12/09/2011

**AGENT NO.**  
**0210678**

## CASUALTY EVIDENCE OF INSURANCE

<b>Insured:</b> ENERGY SMART PRODUCTS ATTN: TODD QUIGLEY 7850 HAILEY CT SE CALEDONIA, MI 49316	<b>Agent:</b> STAUFFER & WIGGERS INS AGCY PO BOX 440, 612 E. MAIN ST. CALEDONIA, MI 49316  (616) 891 - 9294
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<b>Policy Number:</b> CPP 6084280 R 1	<b>Effective Date:</b> 12/09/2010	<b>Expiration Date:</b> 12/09/2011
--	-----------------------------------	------------------------------------

**This Evidence of Insurance** verifies that the insurance coverages and limits shown below have been issued to the named insured by the above insurer. Coverage is in force as of the effective date shown above. These coverages are subject to the policy provisions. Policy coverage is not in any way changed or extended by this form.

### COVERAGES

Type	Location(s)/Description(s)	Limits of Insurance	Deductible
Commercial General Liability	7850 HAILEY CT SE CALEDONIA, MI KENT COUNTY 49316-8803	General Aggregate \$1,000,000 Products-Comp/Op Agg \$1,000,000 Each Occurrence \$500,000 Personal & Adv Injury \$500,000 Med Exp (Any one person) \$5,000 Fire Damage (Any one fire) \$300,000	

**THE LIABILITY LIMITS SHOWN MAY HAVE BEEN REDUCED BY A PAID CLAIM.**

**Special Conditions/Other Coverages:** ENERGY PRODUCTS  
 CG2015 Additional Insured - Vendors(07-04)

### ADDITIONAL INTEREST NAME AND ADDRESS

ALLEGHENY ENERGY 800 CABIN HILL DR GREENSBURG, PA 15601-1650	<b>Type of Interest:</b>  ADDITIONAL INSURED
--	--

**ALLEGHENY POWER**

**CONTRACT SUBMITTAL**

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

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

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

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

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

Submitted by:

Signature:

TODD RIGLEY TODD RIGLEY

Company:

ENERGY SMART PRODUCTS

Date:

3/11/2009



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

IN REPLY PLEASE  
REFER TO OUR FILE

December 6, 2010

A-2010-2195693

ENERGY SMART PRODUCTS LLC  
7850 HAILEY COURT  
CALEDONIA MI 49316

ATTENTION: TODD QUIGLEY

Re: Application to Register as a Conservation Service Provider

Dear Mr. Quigley:

On August 26, 2010, Energy Smart Products, LLC (Energy Smart) filed an application to register as a Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. A registered CSP can advise an electric distribution company (EDC) and/or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan.

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

Therefore, effective from the date of this Secretarial Letter, Energy Smart is registered as a CSP on the Pennsylvania Public Utility Commission's Registry of Conservation Service Providers. This registration is valid for two years from the effective date. A CSP must re-register every two years to remain on the registry. In addition, the applicant is advised that if any information in the application changes, it must provide a written notice of said change to the Commission within 45 days of the change.

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

Please direct any questions to Marissa Boyle, Bureau of Fixed Utility Services, at (717) 787-7237 or [maboyle@state.pa.us](mailto:maboyle@state.pa.us).

Sincerely,

Rosemary Chiavetta  
Secretary

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

Vendor Name Energy Smart Products

Date 7/13/10

Contact Person Todd Quigley

St Address 7850 HAILEY CT

City, St, Zip CALEDONIA, MI 49316

**Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600003039**

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.

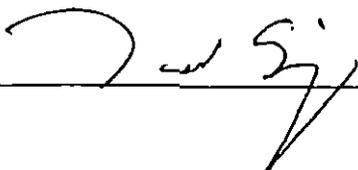
Please provide the information below and return via e-mail or U.S. mail to Mary Shellhammer at [mshellh@alleghenypower.com](mailto:mshellh@alleghenypower.com) or Allegheny Power, Suite 1000, 126 Mathews St, Greensburg, PA 15601.

1. Legal name of the applicant TODD PATRICK QUIGLEY

2. Principal place of business ENERGY SMART PRODUCTS

3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs

ENERGY SMART PRODUCTS

Signature: 

**Allegheny Power issues this**

**Request for Proposal**

**of**

**Energy Efficiency &  
Conservation CFL Kits**

**February 26th of 2009**

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**APPENDICES**

1. **Requirements for Contract Execution (Not required at Bid Time)**
  - a. Non-Disclosure Agreement (attached as a separate document)
  
2. **Technical Items (Required to be submitted w/ bid)**
  - a. Technical Questions (attached as a separate document)
  - b. Safety and Health Commitment (attached as a separate document)
  - c. Vendor Information Form 37-215 (will be sent via email)

**Introduction:**

Allegheny Power, a subsidiary of Allegheny Energy Service Corporation, is seeking a vendor to provide Energy Efficiency & Conservation CFL Kits to support our Low Income Home Performance Program in Maryland. The counties Allegheny Power services are in the chart below. This program is subject to appropriate regulatory approvals from, e.g., the state utility regulators.

**Description of Potential Program:**

The supply and mailing for CFL EE&C Kits to approximately 4000 Low Income Customers in MD. Allegheny Power will supply the vendor w/ Educational Sheet materials in an envelope to insert in the kit prior to mailing. Allegheny Power will supply the vendor w/ the list of responding Low Income Customers monthly or quarterly. The assembling and mailing of kits will be done monthly or quarterly.

Allegheny Energy headquartered in Greensburg, PA., Allegheny Energy is an investor-owned electric utility with total annual revenues of over \$3 billion and more than 4,000 employees. The company owns and operates generating facilities and delivers low-cost, reliable electric service to 1.6 million customers in Pennsylvania, West Virginia, Maryland and Virginia. For more information, visit the company's website at [www.alleghenenergy.com](http://www.alleghenenergy.com). Allegheny Power is the delivery side of the Allegheny Energy Corporation. Our customer count is in the table below.



State	Residential	Commercial	Industrial
Maryland	220,000	22,500	2,100
Pennsylvania	620,000	81,000	13,500
Virginia	85,500	14,150	1,550
West Virginia	440,000	61,000	9,150

**MD Territory Counties**

**Allegheny**

**Carroll**

**Frederick**

**Garrett**

**Howard**

**Montgomery**

**Washington**

**2. Purpose**

Allegheny Power is soliciting proposals for the supply, assembling, packaging and mailing of EE&C CFL kits. The purpose of this RFP is to evaluate and select a contractor to provide these services to Allegheny Power.

It is Allegheny Power's intent to initially target 4000 low-income customers over the next 12 to 18 months. These customers will be contacted regarding interest in the kit and only respondents will be issued one.

**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.

**4. Nondisclosure Information and Nondisclosure Agreements**

The Company and its agents will treat as confidential all proposals submitted by bidders and communications between bidders and the Company.

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 Low Income Administration Contractor and Allegheny Power will be required to execute the Nondisclosure Agreement prior to contract award. A copy of the Nondisclosure Agreement can be found on the Company's RFP website or in **(Appendix 1)**.

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

The Company reserves the right, in its sole judgment and discretion, to modify or cancel this RFP. The Company will post a notice on the RFP website and make reasonable efforts to notify participants of any such changes, cancellations, or schedule changes. The Company shall not have any responsibility for making such notification. The Company 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 Company'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. The Company'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.

**7. Capability and Experience**

For applicable facility offerings, each bidder must provide sufficient evidence to demonstrate its capabilities and level of experience with providing EE&C products to customers thru the mail. Bidders shall provide documentation of previous related experience over the last 3 to 5 years.

**8. Additional Information**

The Company may, but is not obligated to, 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 Allegheny Power 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 Allegheny Power 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.

**12. Bidder's Acceptance**

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.

**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 Allegheny Power is addressed in the Nondisclosure Agreement (**Appendix 1**).

**15. Scope of Work**

Allegheny Power is assuming the following quantities over the next 12-18 months for each kit

A.	2 CFL's ONLY	4000
B	4 CFL's w/ Educational Materials	3000
C	6 CFL's w/ Educational Materials	1000
D	8 CFL's w/ Educational Materials	1000

Seller shall provide pricing for the following per the pricing sheet for each quantity of CFL kit.

1. Provide monthly invoices w/ back-up to Allegheny Power w/ payment terms of 45 days

2. Supply, assemble and seal new boxes w standard assembly and sealing materials. Seller will determine the best box size for shipping each kit. The box can be placarded w/ the company's normal logos and advertisements if they desire. Allegheny Power would like to review the placarded and advertising prior to making the first mailing.
3. Receive and store educational materials for in each kit from Allegheny Power. Allegheny Power will provide educational materials to the Seller in a marked sealed envelope for them to include in each kit. Each educational envelope w/ contents will weigh between 4 and 5 ounces. The envelope size will be 6.5" x 9.5"
4. Supply and Install any packaging materials to securely ship the CFL's.
5. Supply and install an 4" x 6" sticker on each box, for customer identification. Allegheny Power will supply the sticker layout and formatting to the Seller for them to use. The sticker wording will be as follows.

~~Enclosed energy conservation kits components of~~



6. Supply and include in kit CFL's meeting a requirement of 23 Watt w/ a 100 Watt equivalent, Soft White, medium base, not greater than A Line in size, instant start, flicker free, NOT Dimmable, for Open lens lights, Lumen output of 1700 lumens, life of 10,000 hours based on 3 hours average use per day, UL Listed, and meeting the Federal Energy Efficiency labeling requirements,.
7. Supply and include any and all shipping charges required to transport each kit to each customer.
8. Supply and include any applicable state sale tax

Technical questions regarding this Request for Proposal may be directed to:

Eric Rundy  
Allegheny Power  
Desk: 724-830-5431 8:30am to 5:00pm  
[erundy@alleghenyenergy.com](mailto:erundy@alleghenyenergy.com)

Commercial and other questions should be directed to:

Barbara Crowe  
Allegheny Power  
724-830-5051  
[bcrowe@alleghenyenergy.com](mailto:bcrowe@alleghenyenergy.com)

**All proposals will be due on or before March 2<sup>nd</sup>, 2009 on or before 4:00PM EST.**

## GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses in the following implementation provisions which are hereby incorporated by reference: Equal Employment Opportunity (48 C.F.R. § 22.8), Special Disabled and Vietnam Era Veterans (48 C.F.R. § 22.13, 41 C.F.R. 60-250.4(m)), Employment of the Handicapped (48 C.F.R. § 22.14, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.902), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq.) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.902, and § 52.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof 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 shipment and invoice shall be marked to show Buyer, Buyer's purchase order number and carrier by which the materials are to be shipped. Materials shipped C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.

## GENERAL TERMS AND CONDITIONS

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 thereof, be corrected by Seller at Seller's expense. Seller shall provide safe access to such work and where necessary for such inspections shall provide scaffolds and ladders in place and such other equipment normal to conduct such inspections.
21. **ACCESS:** Personnel of Seller and subcontractors employed by Seller shall enter and exit Buyer's premises only by the special entrances designated from time to time by Buyer.
22. **WARRANTY:** In addition to, and not in limitation of, any other remedies provided herein or by law or in equity, Seller expressly warrants that the goods and/or services supplied hereunder will conform to Buyer's specifications in all respects and will be of good workmanship and quality, free from all defects (including defects in design and title) and fit for the purposes intended by Buyer. Upon failure of any of the materials and/or services supplied hereunder to conform to the above warranties, Seller shall, at Buyer's option and at no cost to Buyer, promptly repair or replace any item of material or correct or reperform any services so that they conform to the above warranties. The costs of transporting, repairing, replacing, removing or installing material to make materials and services comply with the above warranty shall be borne by Seller.
23. **INDEMNIFICATION:** To the fullest extent permitted by law and regardless of whether or not caused by the negligence of a party indemnified herein, Seller shall indemnify, save harmless and defend ("Indemnity Obligation") Buyer, Buyer's Agent, Buyer's Representative and employees, agents, directors, officers and representatives of each, from all claims, losses, liabilities and expenses, including attorneys' fees, growing out of personal injury, death or damage to property (including property of Buyer, Buyer's Agent or Buyer's Representative) arising out of or in any way connected with Seller or Seller's subcontractors, and employees, agents and representatives of each, performance or nonperformance hereunder (negligent or otherwise) suffered or claimed to have been suffered by any person (including anyone directly or indirectly employed by Seller or Seller's subcontractors), corporation or entity (including Buyer, Buyer's Agent, Buyer's Representative and employees, agents and representatives of each), unless due to the sole negligence of Buyer, Buyer's Agent, Buyer's Representative or employees, agents and representatives of each. Seller intends that its Indemnity Obligation to each party indemnified herein for claims related to or brought by anyone directly or indirectly employed by Seller or Seller's subcontractors shall not be limited in any way by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Seller hereby waives immunity under such acts to the extent such acts would bar recovery under, or full enforcement of, Seller's Indemnity Obligation.
24. **ASSIGNMENT:** No right or interest in this purchase order shall be assigned by Seller, and no delegation or subcontracting of any obligation of Seller hereunder shall be made without written permission of Buyer. Any attempted assignment, delegation or subcontracting without such approval shall be void.
25. **WAIVER:** Buyer's failure to insist on any right shall not operate as a waiver unless agreed to in writing by Buyer.
26. **CONFLICTS:** In the event of any conflict among the documents incorporated into this purchase order, Buyer's specifications and special terms shall prevail over Seller's proposal.
27. **VALIDITY:** In the event that any paragraph(s) or any part of these General Terms and Conditions shall be found to be contrary to law and invalid, all other paragraphs and the remaining part of any partially invalid paragraph shall be and remain in full force and effect and shall be binding upon the parties hereto.
28. **APPLICABLE LAW:** The validity, interpretation and performance of this purchase order shall be governed by the laws of the Commonwealth of Pennsylvania.

From: (724) 838-6210  
JOHN L MUNSCH  
FIRSTENERGY  
800 CABIN HILL DRIVE  
GREENSBURG, PA 15601

Origin ID: CVAA



J11201104230225

Ship Date: 13JUL11  
ActWgt: 3.0 LB  
CAD: 2339617/NET3180

Delivery Address Bar Code



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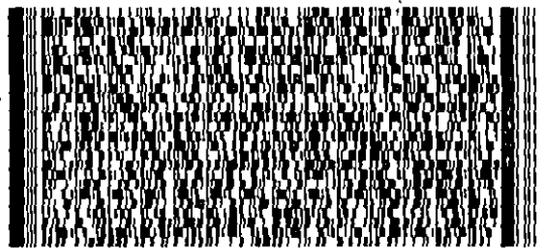
SHIP TO: (717) 772-7777 BILL SENDER  
Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commiss  
400 NORTH ST  
COMMONWEALTH KEYSTONE BUILDING  
HARRISBURG, PA 17120

Ref # 4001-43000338 (Contrs)  
Invoice #  
PO #  
Dept #

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

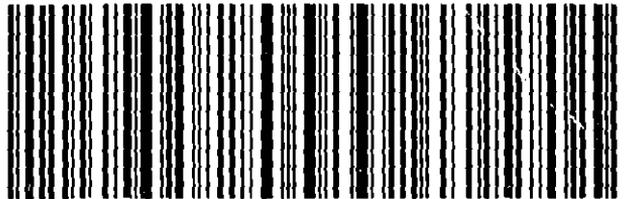
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