

**EXHIBIT JDR-1**

**METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY AND  
PENNSYLVANIA POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

[date]

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## Article I. Introduction

### I.1. Overview

I.1.1. Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company (“the Companies”) seek to procure a portion of their requirements for Solar Photovoltaic Alternative Energy Credits (“SPAECs”) under the Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8 (“AEPS Act”), as may be amended from time to time. The product will consist of a 10-year “strip” supply of SPAECs, with a Target Quantity of [X,XXX] SPAECs per Reporting Year (June 1 – May 31) as defined under the AEPS Act.

I.1.2. Additional capitalized terms in this document, which are not defined explicitly herein, are defined in the Companies’ Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement (“SPAECPSA”). The SPAECPSA is attached hereto as Appendix 1. Key defined terms include the following:

<b>Bid</b>	Binding offer to supply a portion of the Tranche Target at a specified price per SPAEC
<b>Bidder</b>	A prospective Supplier that submits any part of a Proposal for the RFP
<b>Evaluation Team</b>	Representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies
<b>Independent Evaluator (“IE”)</b>	<i>The Brattle Group</i>
<b>PaPUC</b>	Pennsylvania Public Utility Commission (also “Commission”)
<b>Part 1 Date</b>	Date by which Part 1 Proposals must be submitted.
<b>Part 2 Date</b>	Date by which Part 2 Proposals, which include Bids, must be submitted.
<b>Pre-Bid Security</b>	Security in the form of cash or a letter of credit required to be posted by Qualified Bidders upon submission of Part 2

	proposal
<b>Proposal</b>	A two part process by which Bidders qualify and bid in the RFP
<b>Qualified Bidder</b>	Bidder whose Part 1 Proposal has been accepted by the Independent Evaluator and the Companies
<b>RFP</b>	Request for Proposal process, consisting of a single round of sealed bids
<b>SPAEC Cap</b>	The largest whole number less than or equal to 75% of the Tranche Target
<b>Target Quantity</b>	The number of SPAECs the Companies are seeking per Reporting Year ([X,XXX] SPAECs)
<b>Tranche</b>	500 SPAECs per Reporting Year under the AEPS Act.
<b>Tranche Target</b>	Number of Tranches needed for Target Quantity ([XX] Tranches)

I.1.3. The Companies will hold one (1) RFP to procure the Tranche Target to be supplied over a 10 year period.

I.1.4. This RFP was established through a petition of the Companies to the Pennsylvania Public Utility Commission ("PaPUC" or "Commission"). The process consists of a single round of sealed bids, in which prospective suppliers state the prices at which they are willing to supply SPAECs, the number of Tranches that they are willing to supply, and whether their offers are "all-or-nothing," as described below. The evaluation of Bids is on a price-only basis. In the RFP, the winning Bids will be those that minimize the cost of the procurement. The winning Bidders will be paid the prices they Bid for the SPAEC Tranches they win.

I.1.5. This document, entitled the RFP Process and Rules ("RFP Rules"), describes how the RFP will be conducted. The RFP process will consist of two parts: (1) Part 1 - submission of an initial application in which prospective suppliers are qualified as to general creditworthiness and compliance with RFP requirements (after making specified representations and agreeing to specified conditions); and (2) Part 2 - the submission

by prospective suppliers of Bids to supply a portion of the Tranche Target referenced above at a specified price per SPAEC, accompanied by Pre-Bid Security.

I.1.6. The following documents are appended to, and shall be considered integral parts of, these RFP Rules:

Appendix 1: Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement

Appendix 2: Confidentiality Statement

Appendix 3: Standard Form of Pre-Bid Letter of Credit

Appendix 4: Requirements for Attestation of Chief Financial Officer

Appendix 5: Sample Part 1 Form

Appendix 6: Sample Part 2 Form (including Bid Submittal Sheet)

I.1.7. A Proposal consists of two parts. The first part of the Proposal ("Part 1 Proposal") is the Bidder's response to the qualification standards that are fully described in Article IV of these RFP Rules. A Bidder that fulfills the qualification standards of the Part 1 Proposal becomes a Qualified Bidder, and therefore may submit the second part of the Proposal ("Part 2 Proposal"). The requirements for the Part 2 Proposal are fully described in Article V of these Rules. The requirements for the Part 2 Proposal include the submission of Bids and the posting of financial guarantees. Bidders use standard forms, the Part 1 Form and the Part 2 Form, to submit their Part 1 and Part 2 Proposals respectively. The Part 1 Form and the Part 2 Form are provided as Appendices 5 and 6 to these RFP Rules, respectively.

I.1.8. The Companies and the Independent Evaluator may advise the Commission to postpone or modify the schedule of the RFP when market conditions warrant or when extraordinary events arise, such as the advent of war, terrorism, or an act of God. The Companies and the Independent Evaluator may also advise the Commission to modify parameters of the RFP, as further explained in Article VIII.

## **I.2. Products and Bidding Process**

- I.2.1. Qualified Bidders in the RFP can Bid any number of Tranches up to the SPAEC Cap (*i.e.*, the largest whole number less than or equal to 75% of the Tranche Target).
- I.2.2. In the RFP, a Qualified Bidder that presents a Bid will state the price per SPAEC at which it is willing to supply one or more of the Tranches available in the RFP, subject to the SPAEC Cap. Bids are evaluated on a price-only basis.
- I.2.3. Upon receipt of Bids, the Independent Evaluator will rank all Bids from lowest to highest price. The Independent Evaluator will determine a portfolio of winning Bids that minimizes the overall cost of the procurement.
- I.2.4. The winning Bidders are those Bidders whose Bids minimize the overall cost of satisfying the Tranche Target. All winners receive the price they Bid. The prices in the RFP are expressed in dollars per SPAEC, rounded off to the nearest cent.
- I.2.5. A report containing the results of the bidding process will then be submitted to the PaPUC, who will then have three (3) business days to approve the procurement results. If the procurement is approved by the PaPUC, each winning Bidder will then execute the SPAECPSA accompanying this RFP with each of the Companies.
- I.2.6. If the PaPUC rejects the winning Bids in the RFP, or if some Tranches remain unfilled, the Companies will implement a contingency plan for the unfilled Tranche(s). Under the plan, the Companies propose that they will secure any SPAEC compliance requirements for unfilled tranches at market prices until an alternative contingency plan is approved by the PaPUC. The Companies will consult with the Independent Evaluator, Commission staff, and statutory parties to determine the appropriate alternative contingency plan for the remaining requirement.
- I.2.7. A Bidder submitting Bids in an RFP must accept the obligations and associated rights to provide SPAECs as defined in the SPAECPSA.

### **I.3. Supplier Obligations**

- I.3.1. This section contains a general description of each winning Bidder's obligations. This is a summary only and is subject to and qualified in its entirety by the SPAECPSA.
- I.3.2. Each winning Bidder is responsible for providing [XXX] SPAECs in each Reporting Year (June 1 to May 31) per tranche that it wins. The delivery period begins on June 1, [XXXX] and lasts for 10 years.
- I.3.3. Each winning bidder will execute a SPAECPSA with each of the Companies and will be instructed by the Companies as to how to divide its corresponding SPAEC obligation between the Companies.
- I.3.4. Suppliers will be expected to deposit their SPAECs quarterly with the Companies throughout the life of their contracts, so that their combined deposits in each Reporting Year equal the number of tranches to which they are obligated, multiplied by [XXX] SPAECs per tranche.
- I.3.5. The Companies will only accept SPAECs from sources approved by the PaPUC's AEPS Program Administrator and generated through PJM Environmental Information Services Inc.'s ("PJM-EIS") Generation Attributes Tracking System ("GATS") which the PaPUC has designated under the AEPS Act as the "registry" for issuance of SPAECs. It will be incumbent on the winning supplier to open and maintain, at its own expense, a GATS account in order to satisfy the AEPS Act requirements.
- I.3.6. A winning supplier must provide GATS-generated certificates so that the Companies may satisfy AEPS reporting requirements. GATS, which was implemented in September 2005, is a regional environmental information tracking system that assists utilities and load serving entities in complying with renewable standards and provides state agencies with proper reporting and verification. This system creates certificates based on actual generation from renewable resource facilities.

- I.3.7. If a supplier fails to provide sufficient SPAECs to the Companies or any of the SPAECs are unable to be used for compliance with the AEPS Act solar photovoltaic requirements, the supplier will be assessed the penalty for non-compliance under the AEPS Act, or the difference in the price the supplier is paid under the SPAECPSA and the cost of SPAECs that the Companies purchase to make up for the supplier shortfall.

## **Article II. Information and Schedule**

### **II.1. Information Provided to Potential Bidders**

- II.1.1. The Companies and the Independent Evaluator have established a web-based data room (<http://www.firstenergycorp.com/pa-solar>) that will be the main source of information for the RFP. Prospective Bidders are invited to use this data room for current data and information about all aspects of the RFP and to access all essential RFP documents.

- II.1.2. The web-based data room will provide the information in the following sections:

Home: This section provides announcements of interest to prospective Bidders and to other interested parties regarding the RFP.

Regulatory Information Page: This section provides presentations regarding the RFP prepared by the Companies and the Independent Evaluator, as well as the Orders from the PaPUC.

Supplier Documents: This section provides RFP documents including the RFP Rules and the SPAECPSA. This section also provides all credit instruments necessary for prospective Bidders and for Suppliers, including the standard form for the Pre-Bid Letter of Credit, the standard form for the Letter of Credit for the term of each SPAECPSA, and the standard Guaranty for the term of each SPAECPSA. Any approved modifications to these documents will also be posted in this section.

Ask a Question: In this section, all stakeholders, including prospective Bidders, will be able to ask questions via a web form. The Independent Evaluator will provide an

answer to the question via email to the questioner, and the Independent Evaluator will then provide the question and answer to all stakeholders and prospective Bidders through a posting to the web-based data room so that all have access to the same information. Aspects of the question or answer that might identify the party asking the question will be removed before posting.

FAQs: In this section, the Independent Evaluator posts the questions and answers received.

Register Page: In this section, all stakeholders, including prospective Bidders, will be able to register to receive announcements directly from the Independent Evaluator via email.

Calendar: This section provides prospective Bidders with all crucial dates in the RFP.

## II.2. RFP Schedule

The following is a general timetable for the RFP.

**Table II-1: Provisional Schedule**

<b>Event</b>	<b>Date</b>
The Companies file Default Service Program	
Commission Order Regarding Default Service Program	To Be Determined ("TBD")
RFP web-based data room opens	TBD
The Companies issue Final RFP documents	TBD
Bidder Information Sessions	TBD
Part 1 Date (Bidders submit Part 1 Proposals)	15 business days from Issuance of Final RFP documents
Bidders are notified of qualification status for submission of Part 2 Proposals	5 business days from Part 1 Date
Part 2 Date (Bidders submit Part 2 Proposals including Bid and executed Pre-Bid Letter of Credit)	15 business days from Part 1 Date
Independent Evaluator (IE) submits report to Commission	2 business days from Part 2 Date
Commission makes decision on results of RFP	3 business days from IE Report
Winning Bidders execute the SPAECPSAs	3 business days from Commission Decision

**Article III. General Requirements for Proposals**

- III.1.1. A Proposal is an application to Bid in the RFP. A prospective Supplier that submits any part of a Proposal for the RFP is a Bidder. A Proposal consists of two parts, the Part 1 Proposal and the Part 2 Proposal.
- III.1.2. A Bidder submits a maximum of one (1) Part 1 Proposal. The Bidder must use the Part 1 Form provided as Appendix 5 to these RFP Rules for this purpose. The requirements of the Part 1 Proposal are fully described in Article IV of these RFP Rules.
- III.1.3. A Bidder that fulfills the qualification standards of the Part 1 Proposal may submit a maximum of one (1) Part 2 Proposal. A Bidder must use the Part 2 Form provided as Appendix 6 to these RFP Rules for this purpose. The requirements for the Part 2 Proposal are fully described in Article V of these Rules. The requirements for the Part 2 Proposal include the posting of financial guarantees as well as the Bid.
- III.1.4. Part 1 Proposals must be submitted by noon (12:00 PM)<sup>1</sup> on the Part 1 Date and Part 2 Proposals must be submitted by noon (12:00 PM) on the Part 2 Date.
- III.1.5. Proposals must adhere to the terms and conditions of these RFP Rules and must fulfill all requirements in Article III, Article IV and Article V of these RFP Rules. Proposals that do not adhere to the terms and conditions of these RFP Rules or that do not fulfill all requirements set forth in Article III, Article IV and Article V of these RFP Rules will not be considered.
- III.1.6. It is the intention, but not the obligation, of the Companies to enter into an SPAECPSA with each winning Bidder to supply a portion of the Tranche Target, in accordance with these RFP Rules.
- III.1.7. The Bidder, at its own cost and expense, shall defend the Companies and their subsidiaries, affiliates, successors and assigns, and each and every one of its past,

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<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time (“EPT”).

present, or future officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns, against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, or allegations of any kind which in any manner relate to, arise out of, or result from any false statement in a Proposal or breach of any covenant by the Bidder set forth herein. The Bidder shall indemnify and hold harmless the Companies, their parent companies, subsidiaries, affiliates, successors and assigns, and each and every one of its past, present, or future officers, directors, trustees, employees, shareholders and agents, as well as the heirs, executors, administrators, successors and assigns against any and all liens, judgments, liabilities, losses, injuries, damages, fees, fines, costs or expenses which in any manner relate to, arise out of, or result from any false statement or misrepresentation in the Proposal or breach of any warranty by the Bidder as set forth herein.

- III.1.8. The submission of a Proposal to the Companies constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of any RFP or the ultimate fate of such Proposal.
- III.1.9. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder. The Bidder will be required to provide the name, title, and full contact information (address, phone number, fax number, email address) of the Officer of the Bidder who will be making the representations in the Proposal.
- III.1.10. All information provided and certifications made in the Proposal must remain valid and remain in full force for no less than five (5) business days after close of bidding in the RFP. Regardless of the reason, if any information provided changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder to notify the Independent Evaluator of such change at least three business days before the Part 2 Date. Failing to do so may result in disqualification of the Bidder and the Proposal.

The Independent Evaluator reserves the right to vary the assessment of the Proposal based on the revised information provided by the Bidder.

## **Article IV. Part 1 Proposal Requirements**

### **IV.1. General**

IV.1.1. To participate in the RFP, a party must meet the qualification requirements as detailed in this Article. These qualification requirements include providing contact information, providing financial information for a creditworthiness assessment, as well as making representations to ensure that the Bidder can perform under the terms of the SPAECPSA.

IV.1.2. The exclusive method for submitting information related to the Part 1 Proposal is to use the Part 1 Form. Three (3) originals of the Part 1 Form are required. Except as otherwise explicitly indicated, a Bidder includes in its Part 1 Proposal one (1) copy of the documents required in this Article IV, either in hard copy or electronically on a CD or by email. All materials for the Part 1 Proposal must be received by the Part 1 Date.

### **IV.2. Creditworthiness Information**

IV.2.1. Per the SPAECPSA, the Bidder must clearly select one of the following three options: (a) seek an unsecured line of credit by relying on its own financial standing for purposes of submitting to the creditworthiness standards of the SPAECPSA; (b) seek an unsecured line of credit by relying on the financial standing of a guarantor (the "Guarantor") for purposes of submitting to the creditworthiness standards of the SPAECPSA; (c) elect not to apply for an unsecured line of credit and instead stand ready to post cash or a letter of credit acceptable to the Companies for the entire amount of the security due under the SPAECPSA.

IV.2.2. A Bidder that selects option (a) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) The Bidder's most recent Securities and Exchange Commission ("SEC") Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules); (ii) The Bidder's most recent SEC Form 10-Q; if unavailable, the most recent quarterly or monthly financial data accompanied by an attestation by the Bidder's Chief Financial Officer, satisfying the requirements set out in Appendix 4, that the information submitted fairly presents in all material respects the financial condition and results of the operations of the Bidder; (iii) Any SEC Form 8-K filings by the Bidder, as well as any other public financial disclosures made by the Bidder since the release of the Bidder's most recent financial statements for any matters that are material to the Bidder's financial condition; (iv) A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the Bidder that have had a material impact on the entity's financial status since the release of the Bidder's most recent financial data or most recent public financial disclosure; (v) The Bidder's senior unsecured debt rating from at least two of the following rating agencies: Standard & Poor's Rating Services ("S&P"), Moody's Investors Service, Inc. ("Moody's") or Fitch, Inc. ("Fitch") along with documentation for each rating agency showing the name of the rating agency, the type of rating, and the rating of the Bidder; and (vi) The name, title, and full contact information (address, phone number, fax number, email address) of a credit representative from the Bidder who will be able to answer questions on the documentation provided.

IV.2.3. The RFP Bidder that selects option (b) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) The name of the entity serving as RFP Guarantor; (ii) The RFP Guarantor's most recent SEC Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income

statement, and cash flow statement, and any accompanying notes and schedules); (iii) The RFP Guarantor's most recent SEC Form 10-Q; if unavailable, the most recent audited quarterly financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules); if both the SEC Form 10-Q and audited quarterly financial information are unavailable, the most recent quarterly or monthly financial data accompanied by an attestation by the RFP Guarantor's Chief Financial Officer, in the form of Appendix 4, that the information submitted is true, correct and a fair representation of the RFP Guarantor's financial condition; (iv) Any SEC Form 8-K filings by the RFP Guarantor, as well as any other public financial disclosures made by the RFP Guarantor, since the release of the RFP Guarantor's most recent financial statements for any matters that are material to the entity's financial condition; (v) A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the RFP Guarantor that have had a material impact on its financial status since the release of the entity's most recent financial data or most recent public financial disclosure; (vi) The RFP Guarantor's senior unsecured debt rating from at least two of the following rating agencies: S&P, Moody's, or Fitch along with documentation for each rating agency showing the name of the rating agency, the type of rating, and the rating of the entity; (vii) The name, title, and full contact information (address, phone number, fax number, email address) of a credit representative from the RFP Guarantor who will be able to answer questions on the documentation provided.

IV.2.4. A Bidder that selects option (c) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) a statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the RFP Bidder that have had or may have a material impact on its financial status and (ii) the name,

title, and full contact information (address, phone number, fax number, email address) of a credit representative from the RFP Bidder who will be able to answer questions on the documentation provided.

IV.2.5. For all Bidders, the Part 2 Proposal requires Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit established for the account of the Bidder and acceptable to the Companies. The required amount for the Pre-Bid Security is specified in Article V. The standard form for the Pre-Bid Letter of Credit, provided as Appendix 3, is acceptable to the Companies. A Bidder that will not use exactly the standard form for the Pre-Bid Letter of Credit with its Part 2 Proposal (or a form with only those modifications accepted by the Companies and posted in the data room prior to the Part 1 Date) must submit with its Part 1 Proposal any and all proposed modifications to the standard Pre-Bid Letter of Credit for evaluation. The Bidder must submit a Draft Pre-Bid Letter of Credit electronically in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator. The Draft Pre-Bid Letter of Credit must indicate clearly each and every modification from the standard form requested by the Bidder or its financial institution. The Independent Evaluator and the Companies will assess, in their sole and exclusive discretion, whether such modifications are acceptable. All modifications proposed by a Bidder and found to be acceptable will be posted to the web-based data room for the benefit of all Bidders. A Bidder, in its Part 2 Proposal, must provide cash or an executed Pre-Bid Letter of Credit that either uses the standard form or that incorporates only those modifications to the standard form accepted by the Companies.

IV.2.6. A Bidder that is not incorporated or otherwise formed under the laws of the United States must provide the following additional information: (i) A legal opinion of counsel qualified to practice in the foreign jurisdiction in which the Bidder is incorporated or otherwise formed that the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Bidder in the jurisdiction in which it has been

incorporated or otherwise formed; (ii) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the person who will be executing the SPAECPSA on behalf of the Bidder has the authority to execute the SPAECPSA and that the governing board of the Bidder has approved the execution of the SPAECPSA; (iii) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the Bidder has been authorized by its governing board to enter into agreements of the same type as the SPAECPSA.

IV.2.7. The Bidder whose Guarantor is not incorporated or otherwise formed under the laws of the United States must provide the following additional information: (i) A legal opinion of counsel qualified to practice in the foreign jurisdiction in which the Guarantor is incorporated or otherwise formed that the standard Guaranty of the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed; (ii) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the person executing the Guaranty on behalf of the Guarantor has the authority to execute the Guaranty and that the governing board of the Guarantor has approved the execution of the Guaranty; (iii) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as the standard Guaranty of the SPAECPSA.

### **IV.3. Additional Requirements**

IV.3.1. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder. The Bidder must provide the name, title, and full contact information (address, phone number, fax number, email address) of an Officer of the Bidder who will be making the representations in the Part 1 Proposal and in the Part 2 Proposal.

- IV.3.2. The Officer of the Bidder must, in the Part 1 Proposal, certify that the Bidder is a corporation, partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania or, if another jurisdiction, that the Bidder is duly registered and authorized to do business and is in good standing in such other jurisdiction.
- IV.3.3. The Officer of the Bidder must, in the Part 1 Proposal, certify that all information provided in the Part 1 Proposal is true and accurate to the best of the Officer's knowledge and belief.
- IV.3.4. The Officer of the Bidder must, in the Part 1 Proposal, certify that the Officer is authorized to submit the Part 1 Proposal on behalf of the Bidder and is authorized to bind the Bidder.
- IV.3.5. The Officer of the Bidder must, in its Part 1 Proposal, certify that the Officer has read the SPAECPSA and that the Bidder accepts all of the terms of the SPAECPSA without modifications.
- IV.3.6. The Officer of the Bidder must, in its Part 1 Proposal, certify that the Officer has read these RFP Rules and that the Bidder accepts all terms of the RFP Rules and agrees to comply with the RFP Rules, including: (i) agreement that if the Bidder becomes a winner, it will execute the SPAECPSA within three (3) business days of approval of the procurement results by the PaPUC and (ii) agreement that if the Bidder becomes a winner, it will comply with the financial security requirements set forth in the SPAECPSA.
- IV.3.7. The Officer of the Bidder must, in its Part 1 Proposal, certify that its Part 1 Proposal will remain in full force until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has

rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

IV.3.8. The Officer of the Bidder must certify in the Part 1 Proposal that if for any reason or due to any circumstance, any information provided in the Part 1 Proposal changes or any certification fails to remain valid, the Bidder will notify the Independent Evaluator of such changes at least three (3) business days before the Part 2 Date and will provide the updated information at least one (1) business day before the Part 2 Date.

IV.3.9. An Officer of the Bidder must, in its Part 1 Proposal, certify that the Bidder is not acting and will not act through a partnership, joint venture, limited liability partnership, or other association, organization, or any other arrangement with respect to its Proposal. If unable to make such a certification, the Officer of the Bidder must disclose the members of the partnership, joint venture, or other joint action with respect to its Proposal, as well as the nature of the association, agreement or joint action. A Bidder acting in concert with another Bidder may be disqualified by the Independent Evaluator on behalf of the Companies in their sole and exclusive discretion.

IV.3.10. An Officer of the Bidder must, in its Part 1 Proposal, certify (i) that there are no actions at law, suits in equity, proceedings or claims pending or, to such Bidder's knowledge, threatened against the Bidder before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Bidder's performance of its obligations under the terms of any SPAECPSA; (ii) the Bidder has not had any permit or authority to do business in any jurisdiction revoked or suspended; and (iii) the Bidder and its corporate officers have never been barred from public bidding or sanctioned for unauthorized disclosure of confidential information.

IV.3.11. An Officer of the Bidder must, in the Part 1 Proposal, certify that if the Bidder qualifies to participate in the RFP, the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as Qualified Bidder to another entity.

IV.3.12. All information provided and certifications made in the Part 1 Proposal must remain valid and remain in full force no less than five (5) business days after the close of bidding for the RFP. Regardless of the reason, if any information provided in the Part 1 Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder to notify the Independent Evaluator of such change at least at least three (3) business days before the Part 2 Date and to provide the updated information at least one (1) business day before the Part 2 Date. The Independent Evaluator reserves the right to vary the assessment of the Part 1 Proposal based on the revised information provided by the Bidder.

## **Article V. Part 2 Proposal Requirements**

### **V.1. General**

- V.1.1. Only a Bidder that has satisfied the qualification requirements of the Part 1 Proposal may submit a Part 2 Proposal. To participate in the RFP, a Bidder must meet all requirements detailed in this Article for the Part 2 Proposal. These requirements include providing a Bid, providing financial guarantees to support that Bid, and making a number of certifications to ensure that the Bidder is bidding independently and is maintaining the confidentiality of information.
- V.1.2. The Part 2 Form is the exclusive method for submitting information required by the Part 2 Proposal. Three (3) originals of the Part 2 form are required. . All materials for the Part 2 Proposal, including Pre-Bid Security, must be received by noon (12:00 PM) on the Part 2 Date.
- V.1.3. A Bidder that is associated with another Bidder, as further detailed in Appendix 6, may be subject to additional requirements in its Part 2 Proposal. A qualified Bidder is "associated with" another Bidder if the two Bidders have ties that could allow them to act in concert or that could prevent them from competing actively against each other.

**V.2. Bids**

- V.2.1. A Bidder submits a Bid with its Part 2 Proposal.
- V.2.2. Bids in the RFP are submitted in hard copy.
- V.2.3. Bids must be submitted by noon (12:00 PM) on the Part 2 Date exclusively using the Bid Submittal Sheet for the RFP.
- V.2.4. A Bid consists of three elements: (i) a price in dollars per SPAEC in the format \$xx.xx or \$xxx.xx (rounded to the nearest cent); (ii) a specification of the maximum number of Tranches offered; and, (iii) an indication of whether the bid is "all or nothing." The price per SPAEC applies to all Tranches for which the Bidder is making an offer.
- V.2.5. A Bidder may not Bid on less than a full Tranche. The Bidder may not Bid on fractions, portions or parts of Tranches.
- V.2.6. Every Bid is a binding obligation to provide the supply for SPAECs at the price at which the Bid was made. By placing its Bid, the Bidder is declaring that it stands ready, willing and able to supply the SPAECs represented by the Tranches that it Bid, at the prices indicated.
- V.2.7. The number of Tranches for which a Bidder submits a Bid cannot exceed the SPAEC Cap. The SPAEC Cap is intended to promote supplier diversity, consistent with PaPUC policy.
- V.2.8. Unless indicated as an "all-or-nothing" Bid, Bids will be considered an offer to supply any quantity up to and including the number of Tranches specified in the Bid (an "up-to" Bid). Recognizing that the magnitude of SPAEC sales to the Companies may affect financing or other commercial considerations for Qualified Bidders, "all-or-nothing" Bids will be allowed, such that Qualified Bidders will not be bound to supply SPAECs in quantities other than those Bid. However, the designation of a Bid as "all-or-nothing" will apply to no more than 4 Tranches. For any Bids that exceed 4 Tranches and are designated as "all or nothing," the "all or nothing" portion of the Bid will apply

to the first 4 Tranches only (i.e., the Bid may be accepted for the supply of 4 or more Tranches “up to” the number of Tranches bid).

Illustrative outcomes of allowing all-or-nothing bidding are shown below. In each scenario, five Bidders are assumed to Bid quantities that aggregate to an amount exceeding a hypothetical Tranche Target of 15 Tranches. Therefore, to result in the lowest-cost combination of Bids that meets the Tranche Target, one or more Bids must be excluded. All Bids are on an “up-to” basis with the exception of Bid #4, which is all-or-nothing.

**Illustrative “All-Or-Nothing” Bid Scenarios**

Bidder	Bid Type	Scenario A: All-or-nothing <b>included</b> in low-cost combination		Scenario B: All-or-nothing <b>excluded</b> from low-cost combination	
		Quantity	Price	Quantity	Price
#1	“Up to”	6	\$50	6	\$50
#2	“Up to”	5	\$60	5	\$60
#3	“Up to”	2	\$90	2	\$75
#4	“All-or-nothing”	4	\$100	4	\$100
#5	“Up to”	2	\$150	2	\$105
Low Cost Combination		15	\$66.67	15	\$64.00

*Excluded bids in each scenario are shaded in gray.*

In scenario A, the combination of bids that minimizes the cost of the procurement includes the all-or-nothing Bid, but excludes Bid #3 and Bid #5 (where excluded Bids are shaded in gray). Conversely, in scenario B, the combination of bids that minimizes the cost of the procurement excludes the all-or-nothing Bid.

V.2.9. In the event of “tied” up-to bids (i.e., bids with the same offer price) that cannot be accepted up to their maximum tranche offers, the available tranches will be divided on a pro-rata basis based on each Bidder’s maximum tranche offer, after first subtracting out the tranches requested in any all-or-nothing bids that are part of the tied bids.

For example, consider a situation where 6 tranches are to be allocated to two tied bidders, where one bid is "up to" 4 tranches and the other bid is "up to" 8 tranches. In this case, 2 tranches will be assigned to the "up-to-4-tranche" bidder, and 4 tranches will be assigned to the "up-to-8-tranche" bidder.

V.2.10. All Bidders that win Tranches and are authorized as suppliers receive the price they Bid.

V.2.11. A Bid that is not expressed in dollars per SPAEC will automatically be rejected.

V.2.12. The number of Tranches stated by the Bidder in its Bid for the RFP determines the amount of Pre-Bid Security that a Bidder must provide with its Part 2 Proposal, as detailed in the next Section.

### **V.3. Pre-Bid Security**

V.3.1. The Bidder, in its Part 2 Proposal, must provide Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit that either uses the standard form as provided in Appendix 3, or that incorporates only those modifications to the standard form accepted by the Companies. All modifications to the standard form of the Pre-Bid Letter of Credit accepted for the benefit of a single Bidder will be posted to the web-based data room and made available to all Bidders on an optional basis.

V.3.2. The amount of the Pre-Bid Security must be equal to 10% of the security required under the SPAECPSA relevant to the maximum number of Tranches that Bidders are proposing to supply in the Bids. According to the terms of the SPAECPSA, security requirements per Tranche equal 500 SPAECs (representing the annual SPAEC obligation per Tranche) multiplied by twice the price offer made by the Bidder. .

#### **Example: Deposit required upon submission of Bid**

A Qualified Bidder submits a Bid of up to 5 Tranches at \$100 per SPAEC. The Bid must be accompanied by a deposit equal to 10% of the associated security requirements under the SPAECPSA at the maximum Tranche offer. The security requirements equal the annual SPAEC supply obligation (i.e., the number of Tranches x 500 SPAECS per Tranche), multiplied by twice the bid price. Therefore, in this case, the required bid deposit is:

$$10\% \times (5 \times 500) \times (2 \times 100) = \$50,000.$$

- V.3.3. The Pre-Bid Security for the RFP must be provided no later than the Part 2 Date. The Independent Evaluator holds Pre-Bid Letters of Credit on behalf of the Companies. If a Bidder wishes to post Pre-Bid Security in the form of cash, then it must electronically transfer the cash to the Companies based on instructions to be posted to the web-based data room.
- V.3.4. If the Bidder submits a Pre-Bid Letter of Credit that does not conform to the standard form provided in Appendix 3 or incorporates modifications to the standard form other than those accepted by the Companies, that Bidder's Part 2 Proposal is considered deficient. The Bidder may not be permitted to submit Bids in the RFP.
- V.3.5. A Bidder will forfeit its Pre-Bid Security if: (i) the Bidder has made a material omission or misrepresentation in its Part 1 Proposal or in its Part 2 Proposal; (ii) the Bidder discloses information relating to its Proposal or its Bids publicly or to any other party before the PaPUC, the Companies, or the Independent Evaluator has disclosed the names of the winning suppliers and the winning Bid prices of the RFP; (iii) the Bidder wins one or more Tranches and fails to execute the SPAECPSA within three (3) business days of the PaPUC's approval of the results of the RFP; or (iv) the Bidder wins one or more Tranches and fails to meet the creditworthiness requirements of the SPAECPSA at the time of its execution.

V.3.6. The Independent Evaluator will release the Pre-Bid Letters of Credit and the Companies will return pre-bid cash security as soon as practicable if the PaPUC rejects the results of the RFP. If the PaPUC accepts the results of the RFP, the Pre-Bid Letter of Credit of a Bidder will be released: (i) the business day after the PaPUC decision if the Bidder does not win any Tranches; or (ii) the business day after the Bidder executes the SPAECPSA and meets the creditworthiness requirements under the SPAECPSA if the Bidder wins Tranches in the RFP.

#### **V.4. Additional Requirements**

V.4.1. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder.

V.4.2. The Officer of the Bidder must, in the Part 2 Proposal, certify that all information provided in the Part 2 Proposal is true and accurate to the best of the Officer's knowledge and belief.

V.4.3. The Officer of the Bidder must, in the Part 2 Proposal, certify that the Officer is authorized to submit the Part 2 Proposal on behalf of the Bidder and is authorized to bind the Bidder.

V.4.4. An Officer of the Bidder must, in the Part 2 Proposal, certify that any Bid submitted for in the RFP creates a binding and irrevocable offer to provide service under the terms set forth in the SPAECPSA. An Officer of the Bidder must further certify that if the PaPUC approves the results of the RFP, a binding and enforceable contract to provide service with respect to the number of Tranches for which the Bidder is a winner will arise under the SPAECPSA at the final RFP prices.

V.4.5. The Officer of the Bidder must, in the Part 2 Proposal, certify that its Part 2 Proposal will remain in full force and effect until the earliest to occur of: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has

executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

V.4.6. The Officer of the Bidder must, in the Part 2 Proposal, certify that it is bidding independently and that it does not have information concerning a Proposal or Bids being submitted by another Bidder in the RFP. Such information includes, but is not limited to: another Bidder's Bids in the RFP; the quantities that another Bidder wishes to serve; another Bidder's estimation of the value of a Tranche; another Bidder's estimation of the risks associated with serving Tranches under the SPAECPSA; and another Bidder's contractual arrangements with a party to serve Tranches were the Bidder to be a winner of the RFP. This certification must be binding and in effect until the Commission has rendered a decision on the RFP results.

V.4.7. An Officer of the Bidder must, in the Part 2 Proposal, certify that, except for any communication with its financial institution for the purpose of preparing the Pre-Bid Letter of Credit, the Bidder has not disclosed and will not disclose publicly or to any other party any information relating to its Proposal or its Bids, which could have an effect on whether another party submits a Proposal to participate in the RFP, on whether another party submits Bids in the RFP, or on the contents of the Proposal that another Bidder would be willing to submit to participate in the RFP. Such information includes, but is not limited to: the fact that the Bidder is submitting a Proposal to participate in the RFP; the Bidder's Bids in the RFP; the number of tranches that a Bidder wishes to supply; the Bidder's estimation of the value of a Tranche; the Bidder's contractual arrangements for SPAECs with a party to serve Tranches; and, the Bidder's estimation of the risks associated with serving Tranches under the SPAECPSA. Such certification must hold until the PaPUC has disclosed the names of the winning suppliers and the winning Bid prices of that particular RFP.

- V.4.8. An Officer of the Bidder must, in its Part 2 Proposal, certify that it will hold confidential any results or data from the RFP, until such time that the results or data are released by the PaPUC, the Companies, or the Independent Evaluator and are no longer confidential. Such information includes any information that a Bidder acquires as a result of participating in the RFP process, whether in writing or verbally, and that has not been made public by the PaPUC, the Companies, or the Independent Evaluator. Such information also includes, but is not limited to the status of the Bidder's participation in the RFP, all reports of results and announcements made by the Independent Evaluator to all or any one Bidder during the RFP.
- V.4.9. An Officer of the Bidder must, in the Part 2 Proposal, certify that if the Bidder wins Tranches in the RFP, the Bidder will demonstrate compliance with the creditworthiness requirements set forth in the SPAECPSA within three (3) business days of the PaPUC approval of the results for the RFP.
- V.4.10. An Officer of the Bidder must, in the Part 2 Proposal, certify that the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as a Bidder to another entity.
- V.4.11. The Officer of the Bidder must agree that the submission of a Part 1 Proposal or a Part 2 Proposal to the Companies constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of the RFP or the ultimate fate of such Proposal.
- V.4.12. All information provided and certifications made in the Part 2 Proposal must remain valid and remain in full force until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

**Article VI. Instructions for Preparation of Proposals**

- VI.1.1. A Bidder must submit its Proposal in various parts, using the Part 1 and Part 2 Forms attached as Appendices 5 and 6 hereto, including the Bid Submittal Sheet provided for the RFP.
- VI.1.2. A Bidder must deliver its Part 1 Proposal by 12 PM (noon) on the Part 1 Date. A Bidder that is qualified pursuant to a successful Part 1 Proposal and that submits a Part 2 Proposal must deliver its Part 2 Proposal by 12 PM (noon) on the Part 2 Date.
- VI.1.3. The Part 1 Proposal consists of three (3) original Part 1 Forms, as well as one (1) copy of all documents required by Article IV. A Bidder must deliver any hard copy information or document related to its Part 1 Proposal (see Paragraph IV.1.2) by certified mail, registered mail, hand delivery, or overnight delivery service to the Companies at the following address:

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

- VI.1.4. Oral, telephonic, electronic, or faxed Part 1 Proposals will not receive consideration.
- VI.1.5. The Part 2 Proposal consists of three (3) original Part 2 Forms as well as Pre-Bid Security as described in Article V. A Bidder must deliver the Part 2 Proposal by certified mail, registered mail, hand delivery or overnight delivery service to the Companies at the following address:

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

- VI.1.6. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in these RFP Rules.

VI.1.7. Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.

## **Article VII. Evaluation of Proposals**

### **VII.1. Part 1 Proposal Processing and Evaluation**

VII.1.1. The Evaluation Team will consist of representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies. Not all representatives of the Evaluation Team need participate in the review of a specific aspect of the Part 1 Proposal. A representative from the PaPUC may be present when Part 1 Proposals are processed. Information regarding the content or status of any Part 1 Proposal will not be released publicly or to any individual Bidder during the evaluation process.

VII.1.2. The Evaluation Team will review Part 1 Proposals upon receipt through noon on the Part 1 Date. The Evaluation Team will assess the Part 1 Proposals for completeness and compliance with the terms and conditions of Article IV of these RFP Rules.

VII.1.3. A Part 1 Proposal is complete and compliant with the terms and conditions of Article IV if: (i) all financial information specified in Section IV.1 has been provided; (ii) all certifications and other requirements have been provided and are signed by an Officer of the Bidder. Further, unless the Bidder is posting cash for its Pre-Bid Security or is using the standard form for the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted in the data room prior to the Part 1 Date), the Bidder will submit a draft Pre-Bid Letter of Credit. The Bidder includes, in its Part 1 Proposal, a certification that the Bidder is bidding independently and is not acting in concert with another Bidder. The Independent Evaluator may request additional

information to ascertain that the Bidder is bidding independently of other Bidders. A Bidder that is not bidding independently of another Bidder may fail to qualify.

- VII.1.4. If the Independent Evaluator determines that any aspect of the Bidder's Part 1 Proposal is deficient because the Bidder's submission is incomplete or is not compliant with the terms of these RFP Rules, the Independent Evaluator will issue a deficiency notice requesting that the Bidder complete or provide additional information with respect to that particular aspect of its Part 1 Proposal. A Bidder will have until noon on the Part 1 Date, or until 6:00 PM on the business day following the business day during which such a notice was issued to the Bidder, whichever is later, to respond to the deficiency notice. The Evaluation Team will evaluate any response to a deficiency notice on the day it is received. If the response is not sufficient to cure the deficiency, the Independent Evaluator may request additional information and provide another opportunity for the Bidder to provide the required clarification or additional information to cure the deficiency.
- VII.1.5. The Evaluation Team reviews draft Pre-Bid Letters of Credit on the business day of receipt. The Independent Evaluator notifies the Bidder within two (2) business days whether modifications incorporated in the draft Pre-Bid Letter of Credit are acceptable.
- VII.1.6. When the evaluation of the Part 1 Proposals is complete, Bidders will be either qualified or disqualified. A Bidder is qualified if the Bidder submitted a Part 1 Proposal, as supplemented or amended in response to deficiency notices issued by the Independent Evaluator, that is complete and compliant with the requirements of these RFP Rules. In all other circumstances, the Bidder will be disqualified. Only Qualified Bidders will be invited to submit Part 2 Proposals.
- VII.1.7. The Independent Evaluator notifies a Bidder whether it has qualified no later than the fifth business day after the Part 1 Date.

## **VII.2. Part 2 Proposal Processing and Evaluation**

- VII.2.1. The Evaluation Team will consist of representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies. A representative from the PaPUC may be present when Part 2 Proposals are processed or when Bids are evaluated. Information regarding the content or status of any Part 2 Proposal will not be released to any Bidder during the evaluation process.
- VII.2.2. Part 2 Proposals will only be considered for those Bidders that have met the qualification requirements of Article IV.
- VII.2.3. The RFP format considers Bids from Bidders that have met all qualification requirements on a price-determinative basis.
- VII.2.4. The PaPUC Staff will have access to all Bids and will be provided with a report from the Independent Evaluator. The Companies will not, at any time during the RFP, have access to any Bidder's individual Bid.
- VII.2.5. Part 2 Proposals must be received by the Independent Evaluator no later than noon on the Part 2 Date. The Independent Evaluator will assess the Part 2 Proposal for completeness and compliance with the terms and conditions of Article V of these RFP Rules.
- VII.2.6. The Independent Evaluator will assess whether all certifications required in the Part 2 Proposal, as specified in Article V.4, have been submitted. If they have not, the Part 2 Proposal will be rejected.
- VII.2.7. The Independent Evaluator will assess whether the Bidder has provided Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit for the account of the Bidder that either uses the standard form or that incorporates only those modifications to the standard form accepted by the Companies. If the Bidder has

submitted a Pre-Bid Letter of Credit that is not acceptable to the Companies, or if it is not for the account of the Bidder, the Part 2 Proposal may be rejected.

- VII.2.8. Proposals received from a Bidder may be eliminated from further consideration at any point, in the Independent Evaluator's and the Companies' sole and exclusive discretion, for any of the following reasons including (but not limited to): (i) Failure to provide clarification of, or additional information relating to, any aspect of the Proposal as requested by the Independent Evaluator; (ii) Attempts or the appearance of attempts to improperly influence the consideration of the Proposals; (iii) Failure to honor representations made in a Part 1 Proposal or a Part 2 Proposal; and (iv) Illegal conduct, including a Bidder acting in concert with another Bidder.

### **VII.3. Commission Approval and Review**

- VII.3.1. The Independent Evaluator will prepare a report two (2) business days after the Part 2 Date. This report will present the results of the RFP. The Independent Evaluator's report will also summarize the most recent processing and evaluation of Proposals. The PaPUC will have three (3) business days after report submission to decide whether to approve the results. If the PaPUC does not issue a decision in three (3) business days, the results are deemed approved. If the results are approved by the PaPUC, the Independent Evaluator will notify all Bidders of the PaPUC's decision. There is no minimum number of bids that must be received in order for the PaPUC to approve the bid results.

- VII.3.2. The report of the Independent Evaluator submitted to the Commission will include a state of the market (i.e., "benchmarking") report on the SPAEC market. As part of its content, the benchmarking report will note the number of potential bidders. At least five (5) business days prior to the date bids close (i.e., the Part 2 Date), the benchmarking report will be provided to the Office of Consumer Advocate ("OCA") and Office of Small Business Advocate ("OSBA") on a confidential basis. The OCA and

OSBA will have three (3) business days to review the report and provide comments to the Independent Evaluator on a confidential basis. The Independent Evaluator will append any comments provided by the OCA and OSBA to the report that the Independent Evaluator provides to the PaPUC.

VII.3.3. The Bidders that have approved Bids will have three (3) business days from the date of the PaPUC's approval to execute the SPAECPSA without modifications with each of the Companies. If a winning Bidder fails to execute the SPAECPSA within three (3) business days from the PaPUC's approval, the winning Bidder may forfeit its Pre-Bid Letter of Credit.

## **Article VIII. Reserved Rights**

### **VIII.1. Non-Binding RFP**

VIII.1.1. At any time prior to the execution of the SPAECPSA, the PaPUC has the exclusive right to withdraw and terminate the RFP without any liability or responsibility to any Bidder or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PaPUC orders and/or regulations, market conditions, or any other extraordinary circumstances that preclude these RFP Rules from being implemented in substantially the manner described herein.

VIII.1.2. Subject to PaPUC approval, the Companies reserve the right to withdraw or terminate the RFP at least two (2) days before the submission of any Bids are due and with notice to Qualified Bidders, without any liability or responsibility to any Bidder or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PaPUC orders and/or regulations, market conditions, hurricanes, or any other extraordinary circumstances that preclude these RFP Rules from being implemented in substantially the manner described herein.

VIII.1.3. The Companies will not be liable to any Bidder or any other party for failure to execute an SPAECPSA. Nothing herein may be construed to bind the Companies unless and until the PaPUC has approved winning Bid(s), and each SPAECPSA with a Bidder has been executed and is effective. Once effective, the SPAECPSA will govern the relationship between and the responsibilities of the parties to that agreement and not the RFP Rules or any documents relating thereto.

VIII.1.4. The Companies and the Independent Evaluator reserve the right to reject Proposals submitted in response to the RFP that are incomplete, or do not conform to the requirements of the these RFP Rules, or are submitted beyond the deadline for submission.

## **VIII.2. Proposals Become the Companies' Property**

VIII.2.1. All Proposals submitted by Bidders in response to the RFP will become the exclusive property of the Companies upon the receipt of such document(s).

## **VIII.3. Confidentiality**

VIII.3.1. The Companies and the Independent Evaluator will consider all data and information provided by Bidders in response to the RFP to be confidential and will attempt to limit their disclosure to the public in accordance with the provisions of this Article (the "Confidentiality Provisions"). The Companies will also take reasonable action to ensure that their employees, representatives and agents authorized to consider and evaluate all Proposals protect the confidentiality of such data and information. The Evaluation Team will be provided access to the Bidder's Proposals on a need-to-know basis. Each member of the Evaluation team will be required to sign a Confidentiality Statement, in the form attached hereto as Appendix 2, prior to opening any Proposals and commencing the evaluation thereof.

VIII.3.2. However, absolute protection from public disclosure of the Bidders' data and information filed in response to the RFP cannot be provided and is not intended. For example, the Companies will provide access to the Bidders' data and information to selected personnel/staff from the PaPUC in order to allow the PaPUC to accept or reject the RFP results. Moreover, the Companies expect to request that the PaPUC permit the public release of information relating to the total number of Proposals received in response to the RFP, the names of the winning Bidders, and the average price per SPAEC for results accepted by the PaPUC. By submitting a Proposal in response to the RFP, a Bidder acknowledges and agrees to the confidentiality provisions set forth herein, as well as any limitations thereto.

VIII.3.3. In addition, the Bidders' data and information filed in response to the RFP will be disclosed if required by any federal, state or local agency (including, without limitation, the PaPUC) or by a court of competent jurisdiction. However, the Companies will notify the Bidder in advance of such disclosure and cooperate with such Bidder, to the extent deemed reasonable by the Companies, and at the expense of the Bidder, to prevent the disclosure of such materials. In any event, the Companies, their employees, and agents will not be responsible to the Bidders or any other party or liable for any disclosure of such designated materials before, during or subsequent to the RFP. Notwithstanding the above, the Companies reserve the right to use and communicate publicly and/or to third parties any and all information/data submitted in any Proposal in all proceedings before the PaPUC and the courts, if necessary, without the prior consent/approval of, or notice to, any such Bidder.



**APPENDIX 1 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

**SEE EXHIBIT RLS-1**



**APPENDIX 2 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**CONFIDENTIALITY STATEMENT**

**APPENDIX 2 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**CONFIDENTIALITY STATEMENT**

I, {name of person}, am employed by {insert name of employer}. I am a member of the Evaluation Team reviewing or evaluating i) the Part 1 Proposals received from Bidders applying to participate in Metropolitan Edison Company's, Pennsylvania Electric Company's and Pennsylvania Power Company's Solar Photovoltaic Alternative Energy Credits Request for Proposals ("RFP"); and ii) the Part 2 Proposals received from Bidders applying to participate in the RFP.

In this capacity, I hereby acknowledge and understand the Confidentiality Provisions of the RFP Rules and, consistent with those rules, agree to take reasonable precautions to ensure that all data and information supplied by Bidders in response to the RFP are maintained in confidence and not disclosed to the public, except as permitted by the RFP Rules.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Title

Dated:



**APPENDIX 3 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**STANDARD FORM OF PRE-BID LETTER OF CREDIT**

**APPENDIX 3 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**Sample Pre-Bid Letter of Credit**

[On Issuing Bank's Letterhead]

**IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_ ("Date of Issuance")

Letter of Credit No. \_\_\_\_\_

Beneficiary:

Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company  
("the Companies")  
c/o *The Brattle Group*, Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

Applicant:

[Name of Bidder]  
[Address]

1. We, \_\_\_\_\_ (the "Issuing Bank") hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_ (the "Bidder"), in the amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand by all of you at our counters at \_\_\_\_\_ [Location]. This Letter of Credit, unless terminated earlier in accordance with the provisions hereof or otherwise extended, shall remain in full force and effect until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

2. This Letter of Credit is issued at the request of the Bidder, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit may be drawn by presenting your certificate, in the form of Annex 1, stating that
  - a) "the Bidder has made a material omission or misrepresentation in its Part 1 Proposal or in its Part 2 Proposal"; or
  - b) "the Bidder discloses information relating to its Proposal or its Bids publicly or to any other party before the PaPUC has disclosed the names of the winning suppliers and the winning Bid prices of the RFP"; or
  - c) "the Bidder wins one or more Tranches and fails to execute the SPAECPSA within three (3) business days of the PaPUC's approval of the results of the RFP"; or
  - d) "the Bidder wins one or more Tranches and fails to meet the creditworthiness requirements of the SPAECPSA at the time of its execution."
  
3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (Eastern Prevailing Time<sup>1</sup>) on such Business Day to \_\_\_\_\_ (Issuing Bank), \_\_\_\_\_ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of the Companies and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Companies. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.
  
4. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to your account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 PM (Eastern Prevailing Time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 AM (Eastern Prevailing Time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite

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<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time, all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.

document is made on or after 11:00 AM (Eastern Prevailing Time) on any Business Day pursuant to Paragraph 3 hereinabove.

5. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons why the demand for payment was not so effected, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be made prior to expiry in accordance with the terms of this Letter of Credit.
6. This Letter of Credit shall automatically terminate and be cancelled on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, (iii) the above-stated expiration date hereof.
7. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

"Bidder" shall mean a party that submits a Part 1 Proposal and a Part 2 Proposal to the Companies in response to the Companies' Solar Photovoltaic Alternative Energy Credit Request for Proposals.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

"Alternative Energy Credit Purchase and Sale Agreement" shall mean the agreement by which the Companies will be contracting for the provision of Solar Photovoltaic Alternative Energy Credits.

"PaPUC" shall mean the Pennsylvania Public Utility Commission.

"RFP" shall mean the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Solar Photovoltaic Alternative Energy Credits Request for Proposals.

"Rules" shall mean the rules that govern the conduct of the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Solar Photovoltaic Alternative Energy Credits Request for Proposals as filed by the Companies and approved by the PaPUC.

8. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practices for Documentary Credits – 2007 revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
9. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.
10. We certify that as of \_\_\_\_\_(date) we \_\_\_\_\_ (Issuing Bank) satisfy the minimum senior unsecured debt rating of at least "A" from Standard & Poor's or Fitch, or "A2" from Moody's.
11. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. \_\_\_\_\_. Partial drawings are permitted hereunder.
12. Faxed document(s) are acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ and confirmed by telephone to \_\_\_\_\_.
13. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended

without amendment to a date 30 (thirty) calendar days after the place for presentation reopens for business.

14. This original Letter of Credit has been sent to the Independent Evaluator at [ ] (as per Bidder's instructions, the Independent Evaluator holds the Letter of Credit for the benefit the Companies). The aggregate amount paid to the Companies during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Companies. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Representative of the Independent Evaluator on behalf of the Companies. An Authorized Representative of the Independent Evaluator means any Vice President or Senior Vice President of the Independent Evaluator.

Very truly yours,

(Issuing Bank)

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Annex 1 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)

(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are defined herein shall have the meanings ascribed thereto in the Letter of Credit;
2. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned are entitled to make a drawing under the Letter of Credit in the amount of \$\_\_\_\_\_, inasmuch as the Bidder has \_\_\_\_\_ (state reason from conditions (a) – (d) of Paragraph 2).
3. The amounts to be received by Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company are \$\_\_\_\_\_.

4. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

Metropolitan Edison Company

Pennsylvania Electric Company

Pennsylvania Power Company

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_(Bidder)

Annex 2 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

ON [Business Day pursuant to Paragraph 3]

PAY TO: Metropolitan Edison Company  
Pennsylvania Electric Company  
Pennsylvania Power Company

Attn:

\$ \_\_\_\_\_

For credit to the account of \_\_\_\_\_.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. \_\_\_\_\_  
OF

(Issuing Bank)

(Address)

Metropolitan Edison Company  
Pennsylvania Electric Company  
Pennsylvania Power Company

By \_\_\_\_\_

Name:

Title:

Annex 3 to Letter of Credit

CERTIFICATE OF EXPIRATION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

Metropolitan Edison Company  
Pennsylvania Electric Company  
Pennsylvania Power Company

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ (Bidder)



**APPENDIX 4 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**REQUIREMENTS FOR ATTESTATION OF CHIEF FINANCIAL OFFICER**

**APPENDIX 4 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**Requirements for Attestation of Chief Financial Officer**

The attestation by the Chief Financial Officer, if required by Article IV of the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Solar Photovoltaic Alternative Energy Credits Request for Proposals ("RFP") Rules, must fulfill the following requirements:

- the attestation is a notarized affidavit attached to the financial information provided by the Entity (Bidder or Guarantor);
- the attestation identifies the person making the affidavit as the Chief Financial Officer (or equivalent position);
- the Chief Financial Officer (or equivalent) attests that "of the information contained in the financial statements fairly presents in all material aspects the financial condition and results of the operations of \_\_\_\_\_(name of Entity)."



**APPENDIX 5 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**PART 1 FORM**

Name of Bidder

## PART 1 FORM

**METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY AND  
PENNSYLVANIA POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)**

**PART 1 DATE: [INSERT DATE]**

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This Part 1 Form is the form to submit the Part 1 Proposal for the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Solar Photovoltaic Alternative Energy Credits Request for Proposals (“RFP”).

Before completing this Part 1 Form, please review the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company (referred to as “the Companies”) Solar Photovoltaic Alternative Energy Credits RFP Rules (“RFP Rules”) and the Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement (“SPAECPSA”), so that you understand the conditions under which the RFP will be conducted. These documents are posted at <http://www.firstenergycorp.com/pa-solar>.

The submission of a Part 1 Proposal to the Companies constitutes your acknowledgement and acceptance of all the terms and conditions of the RFP, regardless of the outcome of the RFP or the ultimate fate of such Proposal.

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*Any information that you provide in this Part 1 Proposal is provided on a confidential basis to the Independent Evaluator, and is subject to the Confidentiality Provisions contained in Section VIII.3 of the RFP Rules. One or more credit representatives from the Companies and a legal representative on behalf of the Companies will participate in the evaluation of the Part 1 Proposal of each Bidder. Information regarding the content or status of any Part 1 Proposal will not be released publicly or to any individual Bidder during the evaluation process.*

Name of Bidder

## **INSTRUCTIONS FOR PROPOSAL**

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Bidders submit the Part 1 Form and all documents required therein to respond to the qualification standards for the RFP. A Bidder that is qualified after complying with all qualification standards of the Part 1 Proposal may submit a Part 2 Proposal for the RFP.

This Part 1 Form must be used to submit a Part 1 Proposal in the RFP.

### **Please complete all sections.**

#### **I. Part 1 Proposal Submission**

*Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.*

Bidders must:

- Submit **three (3) original** completed Part 1 Forms (with original signatures);
- Submit **one (1) copy** (hard copy or electronic copy on a CD or electronic copy by email) of documents required to support the Part 1 Form as set forth in Article IV of the RFP Rules; and,
- Insert the name of the Bidder **on each page** of the Part 1 Form.

*The completed Part 1 Proposal MUST be received by the Independent Evaluator no later than 12:00 p.m.<sup>1</sup> on the Part 1 Date at:*

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

Inquiries may be directed to the Independent Evaluator by:

- telephone                    202.419.3330
- fax                                202.955.5059
- through the “Contact Us” page on the website at  
<http://www.firstenergycorp.com/pa-solar>

**Oral, telephonic, electronic, or faxed Part 1 Proposals will not receive consideration under any circumstances.<sup>2</sup>**

<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time (EPT).

<sup>2</sup> With the exception of Part 1 Supporting Documents submitted electronically in accordance with the instructions contained herein.

*Name of Bidder*

## **II. Part 1 Proposal Review**

### Timing of Part 1 Proposal Review

The Part 1 Proposal is due by noon (12:00 PM) on the Part 1 Date, [INSERT DATE]. If a Part 1 Proposal is received by noon on the Part 1 Date, the Evaluation Team will review the Part 1 Proposal upon receipt. Proposals received after the Part 1 Date are late Proposals and are not processed.

### Incomplete Part 1 Proposals

If the Independent Evaluator determines that any aspect of your Part 1 Proposal is incomplete or requires clarification, the Independent Evaluator will issue a deficiency notice to you by fax or email on the business day of receipt (if the Part 1 Proposal is received before noon), or by noon on the following business day (if the Part 1 Proposal is received after noon). A Bidder will have until the close of the Part 1 Date, or until 6:00 PM the business day following the business day during which the notice was sent to the Bidder, whichever comes later, to respond to the deficiency notice. If the response is not sufficient to cure the deficiency, the Independent Evaluator may request additional information and provide another opportunity for the Bidder to provide the required clarification or additional information to cure the deficiency. If a deficiency notice is issued and the Bidder does not respond by the deadline established by the Independent Evaluator or does not address the deficiency in a manner that is deemed satisfactory in the Independent Evaluator's sole discretion, the Bidder's Proposal will be rejected.

### Draft Credit Documents

Unless the Bidder is posting cash for its Pre-Bid Security or using the standard form for the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted on the website, <http://www.firstenergycorp.com/pa-solar>, prior to the Part 1 Date), the Bidder will submit a draft Pre-Bid Letter of Credit. The Evaluation Team reviews draft Pre-Bid Letters of Credit. The Independent Evaluator notifies the Bidder within two business days whether modifications incorporated in the draft Pre-Bid Letter of Credit are acceptable.

### Late Part 1 Proposals

No late Part 1 Proposals will be accepted under any circumstances. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in this Part 1 Form.

### Notification of Qualification

A Bidder who submits a Part 1 Proposal and who is qualified pursuant to its Part 1 Proposal may submit a Part 2 Proposal. Each Bidder that submits a Part 1 Proposal will be notified whether it has qualified to submit a Part 2 Proposal for the RFP no later than five (5) business days after the Part 1 Date.

Name of Bidder

**PART 1 FORM**

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**1. Contact Information**

**COMPLETE ALL INFORMATION IN THIS SECTION 1 OF THIS PART 1 FORM.**

*Please note that fields will expand to accommodate text.*

Name and Address of the Bidder

Name of Bidder

Legal Name of Bidder (If Different from Above)

Street Address

City

State

Zip Code

*If the legal or trade name provided above for the Bidder is not expected to change from now until the Commission renders a decision on the results of the RFP, please check here  and please proceed to the next section. Otherwise, please provide the following information:*

New Name of Applicant

Expected Date of Name Change

**Please be advised** that if you qualify to become a Bidder, you will be required to advise the Independent Evaluator when the change to its name, as disclosed above, has been effected, and to provide evidence of the change. The Bidder is also required to advise the Independent Evaluator if the change to the Bidder's name, as disclosed above, does not occur on the expected date.

*Name of Bidder*

Officer of the Bidder

The contact information in this section is the contact information for an individual who is an officer, director or an individual otherwise empowered to undertake contracts and bind the Bidder. The Officer of the Bidder named below must make all representations required in the Part 1 Proposal.

*Last Name*

*Given Name(s)*

*Mr/Mrs/Ms/Dr/(other)*

*Title*

*Company*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Fax No.*

*Email Address*

Name of Bidder

Representative of the Bidder

The Officer of the Bidder must name a Representative of the Bidder. The Officer of the Bidder may name himself or herself as the Representative. The Representative is the point of contact if the Independent Evaluator has questions on the documentation provided by the Bidder in response to this RFP or requires additional information. The Independent Evaluator sends all correspondence related to the procurement event to the Representative, including confidential information required to submit bids on the Bid Date. The Independent Evaluator, for the purposes of this RFP, will communicate exclusively with the Representative or the Officer. Below, the Representative is nominated by the Officer of the Bidder.

\_\_\_\_\_ (the Officer of the Bidder named above) hereby designates \_\_\_\_\_, whose contact information is immediately below, to serve as the Representative of the Bidder.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Company

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No.  
(If Available)

*Name of Bidder*

**COMMUNICATIONS WITH THE REPRESENTATIVE ARE TYPICALLY DONE VIA FAX OR EMAIL OR BY COURIER. PLEASE PROVIDE BELOW A FAX NUMBER AND EMAIL ADDRESS AT WHICH THE REPRESENTATIVE WILL BE ABLE TO RECEIVE FAXES OR EMAILS FROM THE INDEPENDENT EVALUATOR IN A SECURE AND TIMELY MANNER.**

*Fax No.*

*Email Address*

**ANY NOTIFICATION OR OTHER COMMUNICATION GIVEN BY THE INDEPENDENT EVALUATOR TO THE BIDDER WILL BE DELIVERED BY COURIER TO THE ADDRESS PROVIDED ABOVE FOR THE REPRESENTATIVE, OR SENT BY FAX OR EMAIL TO THE REPRESENTATIVE. ANY SUCH NOTIFICATION OR COMMUNICATION WILL BE DEEMED RECEIVED BY THE BIDDER AT THE TIME OF DELIVERY OR TRANSMISSION, PROVIDED THAT WHERE DELIVERY OR TRANSMISSION OCCURS AFTER 6 P.M. ON A BUSINESS DAY OR OCCURS ON A DAY THAT IS NOT A BUSINESS DAY, RECEIPT WILL BE DEEMED TO OCCUR AT 9 A.M. ON THE FOLLOWING BUSINESS DAY.**

Name of Bidder

## 2. Creditworthiness Information

**PROVIDE ALL INFORMATION REQUESTED IN THIS SECTION 2 OF THIS PART 1 FORM.**

*Please note that fields will expand to accommodate text.*

### Name of Entity on Whose Financial Standing the Bidder Relies

The party, called the "Entity" below, upon whose financial standing the Bidder is relying is (check one and fill in the blank with the name of the "Entity"):

Option (a)

\_\_\_\_\_, the Bidder is the Entity and is seeking an unsecured line of credit

Option (b)

\_\_\_\_\_, the Guarantor is the Entity

Option (c)

\_\_\_\_\_, the Bidder is the Entity. The Bidder elects not to apply for an unsecured line of credit and stands ready to post cash or a Letter of Credit for the entire amount of the security due under the SPAECPSA

*Name of Bidder*

Credit Representative

The contact information in this section is for a credit representative from the Entity named above who will be able to answer questions on the documentation provided.

*Last Name*

*Given Name(s)*

*Mr/Mrs/Ms/Dr/(other)*

*Title*

*Company*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Fax No.*

*Email Address*

Name of Bidder

### Financial Information

**THE FINANCIAL INFORMATION REQUESTED IN THIS SECTION MAY BE PROVIDED IN HARD COPY, ELECTRONICALLY IN THE FORM OF A CD, OR ELECTRONICALLY IN THE FORM OF AN EMAIL SENT TO [pasolarrfpmanager@brattle.com](mailto:pasolarrfpmanager@brattle.com).**

If the Bidder has selected **Option (a) or Option (b)** above, please provide the following financial information for the Entity named on page 9:

- (1) Most recent SEC Form 10-K; if unavailable, please provide the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules).
- (2) Most recent SEC Form 10-Q; if unavailable, please provide the most recent quarterly or monthly financial information accompanied by an attestation by the Entity's Chief Financial Officer, in the form of Appendix 5, that the information submitted fairly presents in all material respects the financial condition and results of the operations of the Entity.
- (3) Any SEC Form 8-K filings made by the Entity, as well as any other public financial disclosures made by the Entity since the release of the Entity's most recent financial statements, for any matters that are material to the Entity's financial condition.

### Credit Ratings

If the Bidder has selected **Option (a) or Option (b)** above, please submit credit ratings for the Entity from at least two of the following agencies: Standard & Poor's Rating Services ("S&P"), Moody's Investors Service, Inc. ("Moody's"), or Fitch, Inc. ("Fitch"), along with the specified documentation.

**WHEN PROVIDING DOCUMENTATION FROM THE RATING AGENCIES, ONE COPY IS SUFFICIENT.**

1. Is the Entity rated by S&P?  
 yes                       no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out from S&P's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

2. Is the Entity rated by Moody's?  
 yes                       no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out of Moody's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

Name of Bidder

3. Is the Entity rated by Fitch?

yes

no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out of Fitch's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

Statement of Matters Related to Financial Status of the Entity

**All Bidders must submit the following information for the Entity named in Section II.2:**

A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the Entity that have had a material impact on the Entity's financial status. If the Bidder has selected Option (a) or Option (b) above, this statement need only apply to matters impacting the Entity's financial status since the release of the Entity's most recent financial data or most recent public financial disclosure.

Draft Pre-Bid Letter of Credit

For all Bidders, the Part 2 Proposal requires Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit established for the account of the Bidder and acceptable to the Companies. The standard form for the Pre-Bid Letter of Credit provided as Appendix 3 to the RFP Rules document is acceptable to the Companies. **A Bidder that will not use exactly the standard form of the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted on the website prior to the Part 1 Date) or post cash with its Part 2 Proposal must submit with its Part 1 Proposal any and all proposed modifications to the standard Pre-Bid letter of Credit for evaluation.**

Each Bidder must check **one** of the following options:

The Bidder will submit Pre-Bid Security in the form of cash.

The Bidder will use the **standard form** of the Pre-Bid Letter of Credit for the RFP provided as Appendix 3 to the RFP Rules document, or a version with approved modifications as posted on the website prior to the Part 1 Date.

The Bidder is submitting electronically in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator at [pasolarrfpmanager@brattle.com](mailto:pasolarrfpmanager@brattle.com), a draft Pre-Bid Letter of Credit for the RFP **indicating clearly each and every modification** from the standard form.

The Independent Evaluator and the Companies will assess, in their sole and exclusive discretion, whether any modifications to the standard form, other than those posted on the RFP website are acceptable.

Name of Bidder

### 3. Additional Requirements

**THESE CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE BIDDER.**

#### Representations of the Officer of the Bidder

I certify that:

- (1) the Bidder is a corporation, partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania or, if another jurisdiction, that the Bidder is duly registered and authorized to do business and is in good standing in such other jurisdiction.
- (2) all information provided in the Part 1 Proposal is true and accurate to the best of my knowledge and belief. I certify that I am authorized to submit the Part 1 Proposal on behalf of the Bidder and am authorized to bind the Bidder.
- (3) I have read the SPAECPSA for the products in the RFP and I certify that the Bidder accepts all of the terms of such SPAECPSA without modifications.
- (4) I have read the RFP Rules and I certify that the Bidder accepts all of the terms of the RFP Rules and agrees to comply without modifications.
- (5) the Bidder's Part 1 Proposal will remain in full force and effect until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.
- (6) if the Bidder qualifies to participate in an RFP, the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as Qualified Bidder to another entity.
- (7) if for any reason or due to any circumstance, any information provided in the Part 1 Proposal changes or any certification fails to remain valid, the Bidder will notify the Independent Evaluator of such changes at least three (3) business days before the Part 2 Date and will provide the updated information at least one (1) business day before the Part 2 Date.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

Name of Bidder

Certification of non-Association

The Officer of the Bidder must sign the following certification, or provide the requested information.

I certify that the Bidder is not acting and will not act through a partnership, joint venture, limited liability partnership, or other association, organization, or any other group with respect to its Proposal.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

**OR**

If the Officer is unable to make the above certification, the Officer of the Bidder must disclose the members of the partnership, joint venture, or other joint action with respect to its Proposal, as well as the nature of the association, agreement or joint action. A Bidder acting in concert with another Bidder may be disqualified by the Independent Evaluator on behalf of the Companies in its sole and exclusive discretion.

Certification Regarding Ability to Perform

I certify that:

- (1) there are no actions at law, suits in equity, proceedings or claims pending or, to such Bidder's knowledge, threatened against the Bidder before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Bidder's performance of its obligations under the terms of the SPAECPSA;
- (2) the Bidder has not had any permit or authority to do business in any jurisdiction revoked or suspended; and
- (3) the Bidder and its corporate officers have never been barred from public bidding or sanctioned for unauthorized disclosure of confidential information.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

*Name of Bidder*

#### **4. Entities not Incorporated Under the Laws of the United States**

**A Bidder that is not incorporated or otherwise formed under the laws of the United States must provide the following additional information in its Part 1 Proposal:**

- 1) A legal opinion of counsel qualified to practice in the foreign jurisdiction in which the Bidder is incorporated or otherwise formed that the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Bidder in the jurisdiction in which it has been incorporated or otherwise formed;
- 2) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the person who will be executing the SPAECPSA on behalf of the Bidder has the authority to execute the SPAECPSA and that the governing board of the Bidder has approved the execution of the SPAECPSA;
- 3) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the Bidder has been authorized by its governing board to enter into agreements of the same type as the SPAECPSA.

**A Bidder whose Guarantor is not incorporated or otherwise formed under the laws of the United States must provide the following additional information in its Part 1 Proposal:**

- 1) A legal opinion of counsel qualified to practice in the foreign jurisdiction in the which the Guarantor is incorporated or otherwise formed that the standard Guaranty of the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed;
- 2) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the person executing the Guaranty on behalf of the Guarantor has the authority to execute the Guaranty and that the governing board of the Guarantor has approved the execution of the Guaranty;
- 3) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as the standard Guaranty of the SPAECPSA.

*Name of Bidder*

**5. Justification of Omissions**

If you are unable to provide all documents or information required in the Part 1 Proposal, please justify fully any omissions in the space provided below.

A large, empty rectangular box with a thin black border, intended for the bidder to provide a justification for any omissions from the Part 1 Proposal. The box is currently blank.

Name of Bidder

### Checklist

This is a checklist of documents to be enclosed in the Part 1 Proposal.

- 3 originals** of the completed Part 1 Form (with original signatures). *[Instructions Part I]*
- One electronic copy:** If the Bidder will not post cash for its Pre-Bid Security and will not use exactly the standard form of the Pre-Bid Letter of Credit with the Part 2 Proposal (or a form with modifications accepted by the Companies and posted on the website prior to the Part 1 Date), a draft Pre-Bid Letter of Credit for the RFP in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator **indicating clearly** each and every modification from the standard form. *[Section 2]*
- 3 originals** of the Representations of the Officer of the Bidder, Certification of non-Association, and Certification Regarding Ability to Perform (with original signatures). *[Section 3]*
- One copy:** For Entities not incorporated under the laws of the United States, the necessary documents for the Bidder and/or the Guarantor. *[Section 4]*

**The following documents of the Entity (the Bidder or the Guarantor) that will be fulfilling the credit and financial requirements:**

- One copy** (hard copy or electronically on a CD or by email): If the Bidder has selected Option (a) or Option (b) on page 9, of each of the following: *[Section 2]*
  - (1) Most recent SEC Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules).
  - (2) Most recent SEC Form 10-Q; if unavailable, the most recent quarterly or monthly financial data accompanied by an attestation by the Entity's Chief Financial Officer, in the form of Appendix 5, that the information submitted is true, correct and a fair representation of the Entity's financial condition.
  - (3) Any SEC Form 8-K filings made by the Entity, as well as any other public financial disclosures made by the Entity since the release of the Entity's most recent financial statements, for any matters that are material to the Entity's financial condition.
- One copy** (hard copy or electronically on a CD or by email): If the Bidder has selected Option (a) or Option (b) on page 9, documentation showing the name of the rating agency, the type of rating, and the rating of the Entity *[Section 2]*
- One copy:** Statement of Matters Related to the Financial Status of the Entity. *[Section 2]*

**End of Part 1 Form**

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**APPENDIX 6 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**PART 2 FORM**

Name of Bidder

## PART 2 FORM

**METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY AND  
PENNSYLVANIA POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)**

**PART 2 DATE: [INSERT DATE]**

---

This Part 2 Form is the form to submit the Part 2 Proposal for the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Solar Photovoltaic Alternative Energy Credits Request for Proposals (“RFP”).

Before completing this Part 2 Form, please review the Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company (referred to as “the Companies”) Solar Photovoltaic Alternative Energy Credits RFP Rules (“RFP Rules”) and the Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement (“SPAECPSA”), so that you understand the conditions under which the RFP will be conducted. These documents are posted at <http://www.firstenergycorp.com/pa-solar>.

Your submission of a Part 2 Proposal to the Companies constitutes your acknowledgement and acceptance of all the terms and conditions of the RFP, regardless of the outcome of the RFP or the ultimate fate of such Proposal.

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*Any information that you provide in this Part 2 Proposal is provided on a confidential basis to the Independent Evaluator, and is subject to the Confidentiality Provisions contained in Section VIII.3 of the RFP Rules. One or more credit representatives from the Companies and a legal representative on behalf of the Companies will participate in the evaluation of the Part 2 Proposal of each Bidder. One or more credit representatives from the Companies may review documents provided as pre-bid security with the name of the Bidder and any amounts redacted. Information regarding the content or status of any Part 2 Proposal will not be released to any Bidder during the evaluation process.*

Name of Bidder

## **INSTRUCTIONS FOR PROPOSAL**

---

Bidders submit the Part 1 Form and all documents required therein to respond to the qualification standards for the RFP. A Bidder that is qualified after complying with all qualification standards of the Part 1 Proposal may submit a Part 2 Proposal for the RFP.

This Part 2 Form must be used to submit a Part 2 Proposal for the RFP.

### **Please complete all sections.**

#### **I. Part 2 Proposal Submission**

*Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.*

Bidders must:

- Submit **three (3) original** completed Part 2 Forms (with original signatures);
- Submit Pre-Bid Security in the form of **one (1) original** Pre-Bid Letter of Credit or cash; and
- Manually insert the name of the Bidder **on every page** of the Part 2 Form.

*The completed Part 2 Form MUST be received by the Independent Evaluator no later than 12:00 p.m.<sup>1</sup> on the Part 2 Date at:*

The Brattle Group  
SPAEC RFP IE  
1850 M St, NW  
Suite 1200  
Washington, DC 20036

Inquiries may be directed to the Independent Evaluator by:

- telephone                    202.419.3330
- fax                                202.955.5059
- through the “Contact Us” page on the website at  
<http://www.firstenergycorp.com/pa-solar>

**Oral, telephonic, electronic, or faxed Part 2 Proposals will not receive consideration under any circumstances.**

---

<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time (EPT).

*Name of Bidder*

## **II. Part 2 Proposal Review**

### Timing of Part 2 Proposal Review

The Part 2 Proposal must be submitted by noon (12:00 PM) on the Part 2 Date, [INSERT DATE]. When the Part 2 Proposal is received, the Evaluation Team will review the Part 2 Proposal for completeness. Proposals received after the noon (12:00 PM) on the Part 2 Date are late Proposals and are not processed.

### Incomplete Part 2 Proposal

If the Independent Evaluator determines that any aspect of your Part 2 Proposal is incomplete or requires clarification, the Independent Evaluator will issue a deficiency notice to you. If a Bidder submits a Pre-Bid Letter of Credit that does not conform to the standard form provided in Appendix 3 or incorporates modifications to the standard form other than those acceptable to the Companies, the Bidder may not be permitted to submit Bids in the RFP.

### Late Part 2 Proposal

No late Part 2 Proposals will be accepted under any circumstances. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in this Part 2 Form.

*Name of Bidder*

## **PART 2 FORM**

---

### **1. Basic Applicant Information**

*Name of Applicant*

*Name of Authorized Representative*

*Telephone No.*

*Fax No.*

*Email Address*

*Cell Phone No. (optional)*

*Name of Bidder*

## 2. Bid Security

### RFP Pre-Bid Letter of Credit:

The Bidder who is submitting a Part 2 Proposal must provide Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit that either uses the standard form as provided in Appendix 3 to the RFP Rules, or that incorporates only those modifications to the standard form acceptable to the Companies.

The Bidder is submitting Pre-Bid Security in the form of: (check one):

- cash;
- an executed Pre-Bid Letter of Credit using the standard form; or
- an executed Pre-Bid Letter of Credit incorporating only approved modifications.

### Amount of the RFP Pre-Bid Letter of Credit

The amount of the Pre-Bid Security must be equal to 10% of the security required under the SPAECPSA relevant to the maximum number of Tranches that Bidders are proposing to supply in the Part 2 Proposal.

*Name of Bidder*

Release of the RFP Pre-Bid Security

The Independent Evaluator or the Companies will release the RFP Pre-Bid Security as soon as practicable if the PaPUC rejects the results of the RFP. If the PaPUC accepts the results of the RFP and the Bidder has won tranches in the RFP, the Pre-Bid Security of a Bidder will be released the business day after the Bidder executes the SPAECPSA and meets the creditworthiness requirements under the SPAECPSA. If the Bidder has not won tranches in the RFP, the Pre-Bid Security will be released the business day after the PaPUC decision.

Please provide any special instructions for returning the RFP Pre-Bid Security in the space below.

Name of Bidder

### 3. Additional Requirements

**THESE CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE BIDDER**

#### Representations of the Officer of the Bidder

- (1) I certify that I am authorized to submit the Part 2 Proposal on behalf of the Bidder and I am authorized to bind the Bidder.
- (2) I certify that all information provided in the Part 2 Proposal is true and accurate to the best of my knowledge and belief.
- (3) I certify that any Bid submitted in the RFP creates a binding and irrevocable offer to provide service under the terms set forth in the SPAECPSA. If the PaPUC approves the results of the RFP, a binding and enforceable contract to provide service with respect to the number of tranches for which the Bidder is a winner will arise under the SPAECPSA at the final RFP prices.
- (4) I certify that the Bidder's Part 2 Proposal will remain in full force and effect until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.
- (5) I certify that the Bidder is bidding independently and does not have information concerning a Proposal or Bids being submitted by another Bidder in the RFP. I acknowledge that this certification must be binding and in effect until the Commission has rendered a decision on the RFP results.
- (6) I certify that except for any communication with its financial institution for the purpose of preparing security for the RFP, the Bidder has not disclosed and will not disclose publicly or to any other party any information relating to its Proposal or its Bids, which could have an effect on whether another party submits a Proposal to participate in the RFP, on whether another party submits Bids in the RFP, or on the contents of the Proposal that another Bidder would be willing to submit to participate in the RFP. I acknowledge that this certification must hold until the PaPUC has disclosed the names of the winning suppliers and the winning bid prices of the RFP.

*Name of Bidder*

- (7) I certify that the Bidder will hold confidential any results or data from the RFP, until such time that the results or data are released by the PaPUC and are no longer confidential. Such information includes any information that a Bidder acquires as a result of participating in the RFP Process, whether in writing or verbally, and that has not been made public by the Independent Evaluator or the PaPUC.
- (8) I certify that if the Bidder wins tranches in the RFP, the Bidder will demonstrate compliance with the creditworthiness requirements set forth in the SPAECPSA within three (3) business days of the PaPUC approval of the results for the RFP.
- (9) I certify that the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as a Bidder to another entity.
- (10) I certify that, if for any reason or due to any circumstance, any information provided in the Part 1 Proposal changes or any certification fails to remain valid, the Bidder will notify the Independent Evaluator of such changes at least three (3) business days before the Part 2 Date and will provide the updated information at least one (1) business day before the Part 2 Date.
- (11) I certify that I have read the RFP Rules and I certify that the Bidder accepts all of the terms of the RFP Rules and agrees to comply without modifications.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

*Name of Bidder*

**4. Justification of Omissions**

If you are unable to certify to any of the representations required in the Part 2 Proposal, please justify fully any omissions in the space provided below.

A large, empty rectangular box with a thin black border, intended for the bidder to provide a justification for any omissions in their proposal. The box is currently blank.

*Name of Bidder*

***Checklist***

This is a checklist of documents to be enclosed in the Part 2 Proposal.

- 3 originals** of the completed Part 2 Form (with original signatures) [*Instructions Part I*]
- Pre-Bid Security** in the form of **cash** or an **Original Executed RFP Pre-Bid Letter of Credit** for the account of the Bidder that either uses the standard form as provided in Appendix 3 of the RFP Rules, or a RFP Letter of Credit that incorporates only those modifications to the standard form acceptable to the Companies. (Required of all Bidders applying to the RFP) [*Section 2*]

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*End of Part 2 Form*

**BLACKLINE  
VERSION**

**EXHIBIT JDR-1**

**METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY<sup>[7]</sup>AND  
PENNSYLVANIA~~[-POWER COMPANY, AND WEST PENN]~~ POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**[date]**

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**Article I.** Introduction

**I.1. Overview**

I.1.1. Metropolitan Edison Company, Pennsylvania Electric Company~~[, and West Penn Power Company]~~ **and** Pennsylvania Power Company~~[, and West Penn Power Company]~~ ("the Companies") seek to procure a portion of their requirements for Solar Photovoltaic Alternative Energy Credits ("SPAECs") under the Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8 ("AEPS Act"), as may be amended from time to time. The product will consist of a 10-year "strip" supply of SPAECs, with a Target Quantity of [X,XXX] SPAECs per Reporting Year (June 1 – May 31) as defined under the AEPS Act.

I.1.2. Additional capitalized terms in this document, which are not defined explicitly herein, are defined in the Companies' Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement ("SPAECPSA"). The SPAECPSA is attached hereto as Appendix 1. Key defined terms include the following:

<b>Bid</b>	Binding offer to supply a portion of the Tranche Target at a specified price per SPAEC
<b>Bidder</b>	A prospective Supplier that submits any part of a Proposal for the RFP
<b>Evaluation Team</b>	Representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies
<b>Independent Evaluator ("IE")</b>	<i>The Brattle Group</i>
<b>PaPUC</b>	Pennsylvania Public Utility Commission (also "Commission")
<b>Part 1 Date</b>	Date by which Part 1 Proposals must be submitted.
<b>Part 2 Date</b>	Date by which Part 2 Proposals, which include Bids, must be submitted.
<b>Pre-Bid Security</b>	Security in the form of cash or a letter of credit required to be posted by Qualified Bidders upon submission of Part 2 proposal

<b>Proposal</b>	A two part process by which Bidders qualify and bid in the RFP
<b>Qualified Bidder</b>	Bidder whose Part 1 Proposal has been accepted by the Independent Evaluator and the Companies
<b>RFP</b>	Request for Proposal process, consisting of a single round of sealed bids
<b>SPAEC Cap</b>	The largest whole number less than or equal to 75% of the Tranche Target
<b>Target Quantity</b>	The number of SPAECs the Companies are seeking per Reporting Year ([X,XXX] SPAECs)
<b>Tranche</b>	500 SPAECs per Reporting Year under the AEPS Act.
<b>Tranche Target</b>	Number of Tranches needed for Target Quantity ([XX] Tranches)

- I.1.3. The Companies will hold one (1) RFP to procure the Tranche Target to be supplied over a 10 year period.
- I.1.4. This RFP was established through a petition of the Companies to the Pennsylvania Public Utility Commission ("PaPUC" or "Commission"). The process consists of a single round of sealed bids, in which prospective suppliers state the prices at which they are willing to supply SPAECs, the number of Tranches that they are willing to supply, and whether their offers are "all-or-nothing," as described below. The evaluation of Bids is on a price-only basis. In the RFP, the winning Bids will be those that minimize the cost of the procurement. The winning Bidders will be paid the prices they Bid for the SPAEC Tranches they win.
- I.1.5. This document, entitled the RFP Process and Rules ("RFP Rules"), describes how the RFP will be conducted. The RFP process will consist of two parts: (1) Part 1 - submission of an initial application in which prospective suppliers are qualified as to general creditworthiness and compliance with RFP requirements (after making specified representations and agreeing to specified conditions); and (2) Part 2 - the submission by

prospective suppliers of Bids to supply a portion of the Tranche Target referenced above at a specified price per SPAEC, accompanied by Pre-Bid Security.

I.1.6. The following documents are appended to, and shall be considered integral parts of, these RFP Rules:

Appendix 1: Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement

Appendix 2: Confidentiality Statement

Appendix 3: Standard Form of Pre-Bid Letter of Credit

Appendix 4: Requirements for Attestation of Chief Financial Officer

Appendix 5: Sample Part 1 Form

Appendix 6: Sample Part 2 Form (including Bid Submittal Sheet)

I.1.7. A Proposal consists of two parts. The first part of the Proposal ("Part 1 Proposal") is the Bidder's response to the qualification standards that are fully described in Article IV of these RFP Rules. A Bidder that fulfills the qualification standards of the Part 1 Proposal becomes a Qualified Bidder, and therefore may submit the second part of the Proposal ("Part 2 Proposal"). The requirements for the Part 2 Proposal are fully described in Article V of these Rules. The requirements for the Part 2 Proposal include the submission of Bids and the posting of financial guarantees. Bidders use standard forms, the Part 1 Form and the Part 2 Form, to submit their Part 1 and Part 2 Proposals respectively. The Part 1 Form and the Part 2 Form are provided as Appendices 5 and 6 to these RFP Rules, respectively.

I.1.8. The Companies and the Independent Evaluator may advise the Commission to postpone or modify the schedule of the RFP when market conditions warrant or when extraordinary events arise, such as the advent of war, terrorism, or an act of God. The Companies and the Independent Evaluator may also advise the Commission to modify parameters of the RFP, as further explained in Article VIII.

**I.2. Products and Bidding Process**

- I.2.1. Qualified Bidders in the RFP can Bid any number of Tranches up to the SPAEC Cap (*i.e.*, the largest whole number less than or equal to 75% of the Tranche Target).
- I.2.2. In the RFP, a Qualified Bidder that presents a Bid will state the price per SPAEC at which it is willing to supply one or more of the Tranches available in the RFP, subject to the SPAEC Cap. Bids are evaluated on a price-only basis.
- I.2.3. Upon receipt of Bids, the Independent Evaluator will rank all Bids from lowest to highest price. The Independent Evaluator will determine a portfolio of winning Bids that minimizes the overall cost of the procurement.
- I.2.4. The winning Bidders are those Bidders whose Bids minimize the overall cost of satisfying the Tranche Target. All winners receive the price they Bid. The prices in the RFP are expressed in dollars per SPAEC, rounded off to the nearest cent.
- I.2.5. A report containing the results of the bidding process will then be submitted to the PaPUC, who will then have three (3) business days to approve the procurement results. If the procurement is approved by the PaPUC, each winning Bidder will then execute the SPAECPSA accompanying this RFP with each of the Companies.
- I.2.6. If the PaPUC rejects the winning Bids in the RFP, or if some Tranches remain unfilled, the Companies will implement a contingency plan for the unfilled Tranche(s). Under the plan, the Companies propose that they will secure any SPAEC compliance requirements for unfilled tranches at market prices until an alternative contingency plan is approved by the PaPUC. The Companies will consult with the Independent Evaluator, Commission staff, and statutory parties to determine the appropriate alternative contingency plan for the remaining requirement.
- I.2.7. A Bidder submitting Bids in an RFP must accept the obligations and associated rights to provide SPAECs as defined in the SPAECPSA.

**I.3. Supplier Obligations**

- I.3.1. This section contains a general description of each winning Bidder's obligations. This is a summary only and is subject to and qualified in its entirety by the SPAECPSA.
- I.3.2. Each winning Bidder is responsible for providing [XXX] SPAECs in each Reporting Year (June 1 to May 31) per tranche that it wins. The delivery period begins on June 1, [XXXX] and lasts for 10 years.
- I.3.3. Each winning bidder will execute a SPAECPSA with each of the Companies and will be instructed by the Companies as to how to divide its corresponding SPAEC obligation between the Companies.
- I.3.4. Suppliers will be expected to deposit their SPAECs quarterly with the Companies throughout the life of their contracts, so that their combined deposits in each Reporting Year equal the number of tranches to which they are obligated, multiplied by [XXX] SPAECs per tranche.
- I.3.5. The Companies will only accept SPAECs from sources approved by the PaPUC's AEPS Program Administrator and generated through PJM Environmental Information Services Inc.'s ("PJM-EIS") Generation Attributes Tracking System ("GATS") which the PaPUC has designated under the AEPS Act as the "registry" for issuance of SPAECs. It will be incumbent on the winning supplier to open and maintain, at its own expense, a GATS account in order to satisfy the AEPS Act requirements.
- I.3.6. A winning supplier must provide GATS-generated certificates so that the Companies may satisfy AEPS reporting requirements. GATS, which was implemented in September 2005, is a regional environmental information tracking system that assists utilities and load serving entities in complying with renewable standards and provides state agencies with proper reporting and verification. This system creates certificates based on actual generation from renewable resource facilities.

- I.3.7. If a supplier fails to provide sufficient SPAECs to the Companies or any of the SPAECs are unable to be used for compliance with the AEPS Act solar photovoltaic requirements, the supplier will be assessed the penalty for non-compliance under the AEPS Act, or the difference in the price the supplier is paid under the SPAECPSA and the cost of SPAECs that the Companies purchase to make up for the supplier shortfall.

## **Article II. Information and Schedule**

### **II.1. Information Provided to Potential Bidders**

- II.1.1. The Companies and the Independent Evaluator have established a web-based data room (<http://www.firstenergycorp.com/pa-solar>) that will be the main source of information for the RFP. Prospective Bidders are invited to use this data room for current data and information about all aspects of the RFP and to access all essential RFP documents.
- II.1.2. The web-based data room will provide the information in the following sections:
- Home: This section provides announcements of interest to prospective Bidders and to other interested parties regarding the RFP.
- Regulatory Information Page: This section provides presentations regarding the RFP prepared by the Companies and the Independent Evaluator, as well as the Orders from the PaPUC.
- Supplier Documents: This section provides RFP documents including the RFP Rules and the SPAECPSA. This section also provides all credit instruments necessary for prospective Bidders and for Suppliers, including the standard form for the Pre-Bid Letter of Credit, the standard form for the Letter of Credit for the term of each SPAECPSA, and the standard Guaranty for the term of each SPAECPSA. Any approved modifications to these documents will also be posted in this section.
- Ask a Question: In this section, all stakeholders, including prospective Bidders, will be able to ask questions via a web form. The Independent Evaluator will provide an answer to the question via email to the questioner, and the Independent Evaluator will then provide the

question and answer to all stakeholders and prospective Bidders through a posting to the web-based data room so that all have access to the same information. Aspects of the question or answer that might identify the party asking the question will be removed before posting.

FAQs: In this section, the Independent Evaluator posts the questions and answers received.

Register Page: In this section, all stakeholders, including prospective Bidders, will be able to register to receive announcements directly from the Independent Evaluator via email.

Calendar: This section provides prospective Bidders with all crucial dates in the RFP.

## II.2. RFP Schedule

The following is a general timetable for the RFP.

**Table II-1: Provisional Schedule**

<b>Event</b>	<b>Date</b>
The Companies file Default Service Program	
Commission Order Regarding Default Service Program	To Be Determined ("TBD")
RFP web-based data room opens	TBD
The Companies issue Final RFP documents	TBD
Bidder Information Sessions	TBD
Part 1 Date (Bidders submit Part 1 Proposals)	15 business days from Issuance of Final RFP documents
Bidders are notified of qualification status for submission of Part 2 Proposals	5 business days from Part 1 Date
Part 2 Date (Bidders submit Part 2 Proposals including Bid and executed Pre-Bid Letter of Credit)	15 business days from Part 1 Date
Independent Evaluator (IE) submits report to Commission	2 business days from Part 2 Date
Commission makes decision on results of RFP	3 business days from IE Report
Winning Bidders execute the SPAECPSAs	3 business days from Commission Decision

**Article III. General Requirements for Proposals**

- III.1.1. A Proposal is an application to Bid in the RFP. A prospective Supplier that submits any part of a Proposal for the RFP is a Bidder. A Proposal consists of two parts, the Part 1 Proposal and the Part 2 Proposal.
- III.1.2. A Bidder submits a maximum of one (1) Part 1 Proposal. The Bidder must use the Part 1 Form provided as Appendix 5 to these RFP Rules for this purpose. The requirements of the Part 1 Proposal are fully described in Article IV of these RFP Rules.
- III.1.3. A Bidder that fulfills the qualification standards of the Part 1 Proposal may submit a maximum of one (1) Part 2 Proposal. A Bidder must use the Part 2 Form provided as Appendix 6 to these RFP Rules for this purpose. The requirements for the Part 2 Proposal are fully described in Article V of these Rules. The requirements for the Part 2 Proposal include the posting of financial guarantees as well as the Bid.
- III.1.4. Part 1 Proposals must be submitted by noon (12:00 PM)<sup>1</sup> on the Part 1 Date and Part 2 Proposals must be submitted by noon (12:00 PM) on the Part 2 Date.
- III.1.5. Proposals must adhere to the terms and conditions of these RFP Rules and must fulfill all requirements in Article III, Article IV and Article V of these RFP Rules. Proposals that do not adhere to the terms and conditions of these RFP Rules or that do not fulfill all requirements set forth in Article III, Article IV and Article V of these RFP Rules will not be considered.
- III.1.6. It is the intention, but not the obligation, of the Companies to enter into an SPAECPSA with each winning Bidder to supply a portion of the Tranche Target, in accordance with these RFP Rules.
- III.1.7. The Bidder, at its own cost and expense, shall defend the Companies and their subsidiaries, affiliates, successors and assigns, and each and every one of its past, present, or future officers, directors, trustees, employees, shareholders, executors,

administrators, successors and assigns, against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, or allegations of any kind which in any manner relate to, arise out of, or result from any false statement in a Proposal or breach of any covenant by the Bidder set forth herein. The Bidder shall indemnify and hold harmless the Companies, their parent companies, subsidiaries, affiliates, successors and assigns, and each and every one of its past, present, or future officers, directors, trustees, employees, shareholders and agents, as well as the heirs, executors, administrators, successors and assigns against any and all liens, judgments, liabilities, losses, injuries, damages, fees, fines, costs or expenses which in any manner relate to, arise out of, or result from any false statement or misrepresentation in the Proposal or breach of any warranty by the Bidder as set forth herein.

- III.1.8. The submission of a Proposal to the Companies constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of any RFP or the ultimate fate of such Proposal.
- III.1.9. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder. The Bidder will be required to provide the name, title, and full contact information (address, phone number, fax number, email address) of the Officer of the Bidder who will be making the representations in the Proposal.
- III.1.10. All information provided and certifications made in the Proposal must remain valid and remain in full force for no less than five (5) business days after close of bidding in the RFP. Regardless of the reason, if any information provided changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder to notify the Independent Evaluator of such change at least three business days before the Part 2 Date. Failing to do so may result in disqualification of the Bidder and the Proposal. The Independent

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<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time ("EPT").

Evaluator reserves the right to vary the assessment of the Proposal based on the revised information provided by the Bidder.

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**Article IV. Part 1 Proposal Requirements**

**IV.1. General**

- IV.1.1. To participate in the RFP, a party must meet the qualification requirements as detailed in this Article. These qualification requirements include providing contact information, providing financial information for a creditworthiness assessment, as well as making representations to ensure that the Bidder can perform under the terms of the SPAECPSA.
- IV.1.2. The exclusive method for submitting information related to the Part 1 Proposal is to use the Part 1 Form. Three (3) originals of the Part 1 Form are required. Except as otherwise explicitly indicated, a Bidder includes in its Part 1 Proposal one (1) copy of the documents required in this Article IV, either in hard copy or electronically on a CD or by email. All materials for the Part 1 Proposal must be received by the Part 1 Date.

**IV.2. Creditworthiness Information**

- IV.2.1. Per the SPAECPSA, the Bidder must clearly select one of the following three options: (a) seek an unsecured line of credit by relying on its own financial standing for purposes of submitting to the creditworthiness standards of the SPAECPSA; (b) seek an unsecured line of credit by relying on the financial standing of a guarantor (the "Guarantor") for purposes of submitting to the creditworthiness standards of the SPAECPSA; (c) elect not to apply for an unsecured line of credit and instead stand ready to post cash or a letter of credit acceptable to the Companies for the entire amount of the security due under the SPAECPSA.
- IV.2.2. A Bidder that selects option (a) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) The Bidder's most recent Securities and Exchange Commission ("SEC") Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and

any accompanying notes and schedules); (ii) The Bidder's most recent SEC Form 10-Q; if unavailable, the most recent quarterly or monthly financial data accompanied by an attestation by the Bidder's Chief Financial Officer, satisfying the requirements set out in Appendix 4, that the information submitted fairly presents in all material respects the financial condition and results of the operations of the Bidder; (iii) Any SEC Form 8-K filings by the Bidder, as well as any other public financial disclosures made by the Bidder since the release of the Bidder's most recent financial statements for any matters that are material to the Bidder's financial condition; (iv) A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the Bidder that have had a material impact on the entity's financial status since the release of the Bidder's most recent financial data or most recent public financial disclosure; (v) The Bidder's senior unsecured debt rating from at least two of the following rating agencies: Standard & Poor's Rating Services ("S&P"), Moody's Investors Service, Inc. ("Moody's") or Fitch, Inc. ("Fitch") along with documentation for each rating agency showing the name of the rating agency, the type of rating, and the rating of the Bidder; and (vi) The name, title, and full contact information (address, phone number, fax number, email address) of a credit representative from the Bidder who will be able to answer questions on the documentation provided.

IV.2.3. The RFP Bidder that selects option (b) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) The name of the entity serving as RFP Guarantor; (ii) The RFP Guarantor's most recent SEC Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules); (iii) The RFP Guarantor's most recent SEC Form 10-Q; if unavailable, the most recent audited quarterly financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules); if both the SEC Form 10-Q and audited quarterly financial information are unavailable, the most recent quarterly or

monthly financial data accompanied by an attestation by the RFP Guarantor's Chief Financial Officer, in the form of Appendix 4, that the information submitted is true, correct and a fair representation of the RFP Guarantor's financial condition; (iv) Any SEC Form 8-K filings by the RFP Guarantor, as well as any other public financial disclosures made by the RFP Guarantor, since the release of the RFP Guarantor's most recent financial statements for any matters that are material to the entity's financial condition; (v) A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the RFP Guarantor that have had a material impact on its financial status since the release of the entity's most recent financial data or most recent public financial disclosure; (vi) The RFP Guarantor's senior unsecured debt rating from at least two of the following rating agencies: S&P, Moody's, or Fitch along with documentation for each rating agency showing the name of the rating agency, the type of rating, and the rating of the entity; (vii) The name, title, and full contact information (address, phone number, fax number, email address) of a credit representative from the RFP Guarantor who will be able to answer questions on the documentation provided.

IV.2.4. A Bidder that selects option (c) in Paragraph IV.2.1 must submit the following information and documents in its Part 1 Proposal: (i) a statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the RFP Bidder that have had or may have a material impact on its financial status and (ii) the name, title, and full contact information (address, phone number, fax number, email address) of a credit representative from the RFP Bidder who will be able to answer questions on the documentation provided.

IV.2.5. For all Bidders, the Part 2 Proposal requires Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit established for the account of the Bidder and acceptable to the Companies. The required amount for the Pre-Bid Security is specified in Article V. The standard form for the Pre-Bid Letter of Credit, provided as Appendix 3, is acceptable

to the Companies. A Bidder that will not use exactly the standard form for the Pre-Bid Letter of Credit with its Part 2 Proposal (or a form with only those modifications accepted by the Companies and posted in the data room prior to the Part 1 Date) must submit with its Part 1 Proposal any and all proposed modifications to the standard Pre-Bid Letter of Credit for evaluation. The Bidder must submit a Draft Pre-Bid Letter of Credit electronically in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator. The Draft Pre-Bid Letter of Credit must indicate clearly each and every modification from the standard form requested by the Bidder or its financial institution. The Independent Evaluator and the Companies will assess, in their sole and exclusive discretion, whether such modifications are acceptable. All modifications proposed by a Bidder and found to be acceptable will be posted to the web-based data room for the benefit of all Bidders. A Bidder, in its Part 2 Proposal, must provide cash or an executed Pre-Bid Letter of Credit that either uses the standard form or that incorporates only those modifications to the standard form accepted by the Companies.

- IV.2.6. A Bidder that is not incorporated or otherwise formed under the laws of the United States must provide the following additional information: (i) A legal opinion of counsel qualified to practice in the foreign jurisdiction in which the Bidder is incorporated or otherwise formed that the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Bidder in the jurisdiction in which it has been incorporated or otherwise formed; (ii) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the person who will be executing the SPAECPSA on behalf of the Bidder has the authority to execute the SPAECPSA and that the governing board of the Bidder has approved the execution of the SPAECPSA; (iii) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the Bidder has been authorized by its governing board to enter into agreements of the same type as the SPAECPSA.
- IV.2.7. The Bidder whose Guarantor is not incorporated or otherwise formed under the laws of the United States must provide the following additional information: (i) A legal opinion of

counsel qualified to practice in the foreign jurisdiction in which the Guarantor is incorporated or otherwise formed that the standard Guaranty of the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed; (ii) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the person executing the Guaranty on behalf of the Guarantor has the authority to execute the Guaranty and that the governing board of the Guarantor has approved the execution of the Guaranty; (iii) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as the standard Guaranty of the SPAECPSA.

#### **IV.3. Additional Requirements**

- IV.3.1. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder. The Bidder must provide the name, title, and full contact information (address, phone number, fax number, email address) of an Officer of the Bidder who will be making the representations in the Part 1 Proposal and in the Part 2 Proposal.
- IV.3.2. The Officer of the Bidder must, in the Part 1 Proposal, certify that the Bidder is a corporation, partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania or, if another jurisdiction, that the Bidder is duly registered and authorized to do business and is in good standing in such other jurisdiction.
- IV.3.3. The Officer of the Bidder must, in the Part 1 Proposal, certify that all information provided in the Part 1 Proposal is true and accurate to the best of the Officer's knowledge and belief.
- IV.3.4. The Officer of the Bidder must, in the Part 1 Proposal, certify that the Officer is authorized to submit the Part 1 Proposal on behalf of the Bidder and is authorized to bind the Bidder.

- IV.3.5. The Officer of the Bidder must, in its Part 1 Proposal, certify that the Officer has read the SPAECPSA and that the Bidder accepts all of the terms of the SPAECPSA without modifications.
- IV.3.6. The Officer of the Bidder must, in its Part 1 Proposal, certify that the Officer has read these RFP Rules and that the Bidder accepts all terms of the RFP Rules and agrees to comply with the RFP Rules, including: (i) agreement that if the Bidder becomes a winner, it will execute the SPAECPSA within three (3) business days of approval of the procurement results by the PaPUC and (ii) agreement that if the Bidder becomes a winner, it will comply with the financial security requirements set forth in the SPAECPSA.
- IV.3.7. The Officer of the Bidder must, in its Part 1 Proposal, certify that its Part 1 Proposal will remain in full force until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.
- IV.3.8. The Officer of the Bidder must certify in the Part 1 Proposal that if for any reason or due to any circumstance, any information provided in the Part 1 Proposal changes or any certification fails to remain valid, the Bidder will notify the Independent Evaluator of such changes at least three (3) business days before the Part 2 Date and will provide the updated information at least one (1) business day before the Part 2 Date.
- IV.3.9. An Officer of the Bidder must, in its Part 1 Proposal, certify that the Bidder is not acting and will not act through a partnership, joint venture, limited liability partnership, or other association, organization, or any other arrangement with respect to its Proposal. If unable to make such a certification, the Officer of the Bidder must disclose the members of the partnership, joint venture, or other joint action with respect to its Proposal, as well as the nature of the association, agreement or joint action. A Bidder acting in concert with

another Bidder may be disqualified by the Independent Evaluator on behalf of the Companies in their sole and exclusive discretion.

IV.3.10. An Officer of the Bidder must, in its Part 1 Proposal, certify (i) that there are no actions at law, suits in equity, proceedings or claims pending or, to such Bidder's knowledge, threatened against the Bidder before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Bidder's performance of its obligations under the terms of any SPAECPSA; (ii) the Bidder has not had any permit or authority to do business in any jurisdiction revoked or suspended; and (iii) the Bidder and its corporate officers have never been barred from public bidding or sanctioned for unauthorized disclosure of confidential information.

IV.3.11. An Officer of the Bidder must, in the Part 1 Proposal, certify that if the Bidder qualifies to participate in the RFP, the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as Qualified Bidder to another entity.

IV.3.12. All information provided and certifications made in the Part 1 Proposal must remain valid and remain in full force no less than five (5) business days after the close of bidding for the RFP. Regardless of the reason, if any information provided in the Part 1 Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder to notify the Independent Evaluator of such change at least at least three (3) business days before the Part 2 Date and to provide the updated information at least one (1) business day before the Part 2 Date. The Independent Evaluator reserves the right to vary the assessment of the Part 1 Proposal based on the revised information provided by the Bidder.

**Article V. \_\_\_\_\_**

## **Part 2 Proposal Requirements**

### **V.1. General**

- V.1.1. Only a Bidder that has satisfied the qualification requirements of the Part 1 Proposal may submit a Part 2 Proposal. To participate in the RFP, a Bidder must meet all requirements detailed in this Article for the Part 2 Proposal. These requirements include providing a Bid, providing financial guarantees to support that Bid, and making a number of certifications to ensure that the Bidder is bidding independently and is maintaining the confidentiality of information.
- V.1.2. The Part 2 Form is the exclusive method for submitting information required by the Part 2 Proposal. Three (3) originals of the Part 2 form are required. . All materials for the Part 2 Proposal, including Pre-Bid Security, must be received by noon (12:00 PM) on the Part 2 Date.
- V.1.3. A Bidder that is associated with another Bidder, as further detailed in Appendix 6, may be subject to additional requirements in its Part 2 Proposal. A qualified Bidder is "associated with" another Bidder if the two Bidders have ties that could allow them to act in concert or that could prevent them from competing actively against each other.

### **V.2. Bids**

- V.2.1. A Bidder submits a Bid with its Part 2 Proposal.
- V.2.2. Bids in the RFP are submitted in hard copy.
- V.2.3. Bids must be submitted by noon (12:00 PM) on the Part 2 Date exclusively using the Bid Submittal Sheet for the RFP.
- V.2.4. A Bid consists of three elements: (i) a price in dollars per SPAEC in the format \$xx.xx or \$xxx.xx (rounded to the nearest cent); (ii) a specification of the maximum number of Tranches offered; and, (iii) an indication of whether the bid is "all or nothing." The price per SPAEC applies to all Tranches for which the Bidder is making an offer.

- V.2.5. A Bidder may not Bid on less than a full Tranche. The Bidder may not Bid on fractions, portions or parts of Tranches.
- V.2.6. Every Bid is a binding obligation to provide the supply for SPAECs at the price at which the Bid was made. By placing its Bid, the Bidder is declaring that it stands ready, willing and able to supply the SPAECs represented by the Tranches that it Bid, at the prices indicated.
- V.2.7. The number of Tranches for which a Bidder submits a Bid cannot exceed the SPAEC Cap. The SPAEC Cap is intended to promote supplier diversity, consistent with PaPUC policy.
- V.2.8. Unless indicated as an "all-or-nothing" Bid, Bids will be considered an offer to supply any quantity up to and including the number of Tranches specified in the Bid (an "up-to" Bid). Recognizing that the magnitude of SPAEC sales to the Companies may affect financing or other commercial considerations for Qualified Bidders, "all-or-nothing" Bids will be allowed, such that Qualified Bidders will not be bound to supply SPAECs in quantities other than those Bid. However, the designation of a Bid as "all-or-nothing" will apply to no more than 4 Tranches. For any Bids that exceed 4 Tranches and are designated as "all or nothing," the "all or nothing" portion of the Bid will apply to the first 4 Tranches only (i.e., the Bid may be accepted for the supply of 4 or more Tranches "up to" the number of Tranches bid).

Illustrative outcomes of allowing all-or-nothing bidding are shown below. In each scenario, five Bidders are assumed to Bid quantities that aggregate to an amount exceeding a hypothetical Tranche Target of 15 Tranches. Therefore, to result in the lowest-cost combination of Bids that meets the Tranche Target, one or more Bids must be excluded. All Bids are on an "up-to" basis with the exception of Bid #4, which is all-or-nothing.

**Illustrative "All-Or-Nothing" Bid Scenarios**

Bidder	Bid Type	Scenario A: All-or-nothing <b>included</b> in low-cost combination		Scenario B: All-or-nothing <b>excluded</b> from low-cost combination	
		Quantity	Price	Quantity	Price
#1	"Up to"	6	\$50	6	\$50
#2	"Up to"	5	\$60	5	\$60
#3	"Up to"	2	\$90	2	\$75
#4	"All-or-nothing"	4	\$100	4	\$100
#5	"Up to"	2	\$150	2	\$105
Low Cost Combination		15	\$66.67	15	\$64.00

*Excluded bids in each scenario are shaded in gray.*

In scenario A, the combination of bids that minimizes the cost of the procurement includes the all-or-nothing Bid, but excludes Bid #3 and Bid #5 (where excluded Bids are shaded in gray). Conversely, in scenario B, the combination of bids that minimizes the cost of the procurement excludes the all-or-nothing Bid.

V.2.9. In the event of "tied" up-to bids (i.e., bids with the same offer price) that cannot be accepted up to their maximum tranche offers, the available tranches will be divided on a pro-rata basis based on each Bidder's maximum tranche offer, after first subtracting out the tranches requested in any all-or-nothing bids that are part of the tied bids. For example, consider a situation where 6 tranches are to be allocated to two tied bidders, where one bid is "up to" 4 tranches and the other bid is "up to" 8 tranches. In this case, 2 tranches will be assigned to the "up-to-4-tranche" bidder, and 4 tranches will be assigned to the "up-to-8-tranche" bidder.

V.2.10. All Bidders that win Tranches and are authorized as suppliers receive the price they Bid.

V.2.11. A Bid that is not expressed in dollars per SPAEC will automatically be rejected.

V.2.12. The number of Tranches stated by the Bidder in its Bid for the RFP determines the amount of Pre-Bid Security that a Bidder must provide with its Part 2 Proposal, as detailed in the next Section.

### V.3. Pre-Bid Security

- V.3.1. The Bidder, in its Part 2 Proposal, must provide Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit that either uses the standard form as provided in Appendix 3, or that incorporates only those modifications to the standard form accepted by the Companies. All modifications to the standard form of the Pre-Bid Letter of Credit accepted for the benefit of a single Bidder will be posted to the web-based data room and made available to all Bidders on an optional basis.
- V.3.2. The amount of the Pre-Bid Security must be equal to 10% of the security required under the SPAECPSA relevant to the maximum number of Tranches that Bidders are proposing to supply in the Bids. According to the terms of the SPAECPSA, security requirements per Tranche equal 500 SPAECs (representing the annual SPAEC obligation per Tranche) multiplied by twice the price offer made by the Bidder. .

**Example: Deposit required upon submission of Bid**

A Qualified Bidder submits a Bid of up to 5 Tranches at \$100 per SPAEC. The Bid must be accompanied by a deposit equal to 10% of the associated security requirements under the SPAECPSA at the maximum Tranche offer. The security requirements equal the annual SPAEC supply obligation (i.e., the number of Tranches x 500 SPAECs per Tranche), multiplied by twice the bid price. Therefore, in this case, the required bid deposit is:

$$10\% \times (5 \times 500) \times (2 \times 100) = \$50,000.$$

- V.3.3. The Pre-Bid Security for the RFP must be provided no later than the Part 2 Date. The Independent Evaluator holds Pre-Bid Letters of Credit on behalf of the Companies. If a Bidder wishes to post Pre-Bid Security in the form of cash, then it must electronically transfer the cash to the Companies based on instructions to be posted to the web-based data room.

- V.3.4. If the Bidder submits a Pre-Bid Letter of Credit that does not conform to the standard form provided in Appendix 3 or incorporates modifications to the standard form other than those accepted by the Companies, that Bidder's Part 2 Proposal is considered deficient. The Bidder may not be permitted to submit Bids in the RFP.
- V.3.5. A Bidder will forfeit its Pre-Bid Security if: (i) the Bidder has made a material omission or misrepresentation in its Part 1 Proposal or in its Part 2 Proposal; (ii) the Bidder discloses information relating to its Proposal or its Bids publicly or to any other party before the PaPUC, the Companies, or the Independent Evaluator has disclosed the names of the winning suppliers and the winning Bid prices of the RFP; (iii) the Bidder wins one or more Tranches and fails to execute the SPAECPSA within three (3) business days of the PaPUC's approval of the results of the RFP; or (iv) the Bidder wins one or more Tranches and fails to meet the creditworthiness requirements of the SPAECPSA at the time of its execution.
- V.3.6. The Independent Evaluator will release the Pre-Bid Letters of Credit and the Companies will return pre-bid cash security as soon as practicable if the PaPUC rejects the results of the RFP. If the PaPUC accepts the results of the RFP, the Pre-Bid Letter of Credit of a Bidder will be released: (i) the business day after the PaPUC decision if the Bidder does not win any Tranches; or (ii) the business day after the Bidder executes the SPAECPSA and meets the creditworthiness requirements under the SPAECPSA if the Bidder wins Tranches in the RFP.
- V.4. [

**]Additional Requirements**

- V.4.1. An Officer of the Bidder is an individual empowered to undertake contracts and bind the Bidder.
- V.4.2. The Officer of the Bidder must, in the Part 2 Proposal, certify that all information provided in the Part 2 Proposal is true and accurate to the best of the Officer's knowledge and belief.
- V.4.3. The Officer of the Bidder must, in the Part 2 Proposal, certify that the Officer is authorized to submit the Part 2 Proposal on behalf of the Bidder and is authorized to bind the Bidder.
- V.4.4. An Officer of the Bidder must, in the Part 2 Proposal, certify that any Bid submitted for in the RFP creates a binding and irrevocable offer to provide service under the terms set forth in the SPAECPSA. An Officer of the Bidder must further certify that if the PaPUC approves the results of the RFP, a binding and enforceable contract to provide service with respect to the number of Tranches for which the Bidder is a winner will arise under the SPAECPSA at the final RFP prices.
- V.4.5. The Officer of the Bidder must, in the Part 2 Proposal, certify that its Part 2 Proposal will remain in full force and effect until the earliest to occur of: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.
- V.4.6. The Officer of the Bidder must, in the Part 2 Proposal, certify that it is bidding independently and that it does not have information concerning a Proposal or Bids being submitted by another Bidder in the RFP. Such information includes, but is not limited to: another Bidder's Bids in the RFP; the quantities that another Bidder wishes to serve; another Bidder's estimation of the value of a Tranche; another Bidder's estimation of the

risks associated with serving Tranches under the SPAECPSA; and another Bidder's contractual arrangements with a party to serve Tranches were the Bidder to be a winner of the RFP. This certification must be binding and in effect until the Commission has rendered a decision on the RFP results.

- V.4.7. An Officer of the Bidder must, in the Part 2 Proposal, certify that, except for any communication with its financial institution for the purpose of preparing the Pre-Bid Letter of Credit, the Bidder has not disclosed and will not disclose publicly or to any other party any information relating to its Proposal or its Bids, which could have an effect on whether another party submits a Proposal to participate in the RFP, on whether another party submits Bids in the RFP, or on the contents of the Proposal that another Bidder would be willing to submit to participate in the RFP. Such information includes, but is not limited to: the fact that the Bidder is submitting a Proposal to participate in the RFP; the Bidder's Bids in the RFP; the number of tranches that a Bidder wishes to supply; the Bidder's estimation of the value of a Tranche; the Bidder's contractual arrangements for SPAECs with a party to serve Tranches; and, the Bidder's estimation of the risks associated with serving Tranches under the SPAECPSA. Such certification must hold until the PaPUC has disclosed the names of the winning suppliers and the winning Bid prices of that particular RFP.
- V.4.8. An Officer of the Bidder must, in its Part 2 Proposal, certify that it will hold confidential any results or data from the RFP, until such time that the results or data are released by the PaPUC, the Companies, or the Independent Evaluator and are no longer confidential. Such information includes any information that a Bidder acquires as a result of participating in the RFP process, whether in writing or verbally, and that has not been made public by the PaPUC, the Companies, or the Independent Evaluator. Such information also includes, but is not limited to the status of the Bidder's participation in the RFP, all reports of results and announcements made by the Independent Evaluator to all or any one Bidder during the RFP.

- V.4.9. An Officer of the Bidder must, in the Part 2 Proposal, certify that if the Bidder wins Tranches in the RFP, the Bidder will demonstrate compliance with the creditworthiness requirements set forth in the SPAECPSA within three (3) business days of the PaPUC approval of the results for the RFP.
- V.4.10. An Officer of the Bidder must, in the Part 2 Proposal, certify that the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as a Bidder to another entity.
- V.4.11. The Officer of the Bidder must agree that the submission of a Part 1 Proposal or a Part 2 Proposal to the Companies constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of the RFP or the ultimate fate of such Proposal.
- V.4.12. All information provided and certifications made in the Part 2 Proposal must remain valid and remain in full force until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

**Article VI. Instructions for Preparation of Proposals**

- VI.1.1. A Bidder must submit its Proposal in various parts, using the Part 1 and Part 2 Forms attached as Appendices 5 and 6 hereto, including the Bid Submittal Sheet provided for the RFP.
- VI.1.2. A Bidder must deliver its Part 1 Proposal by 12 PM (noon) on the Part 1 Date. A Bidder that is qualified pursuant to a successful Part 1 Proposal and that submits a Part 2 Proposal must deliver its Part 2 Proposal by 12 PM (noon) on the Part 2 Date.

VI.1.3. The Part 1 Proposal consists of three (3) original Part 1 Forms, as well as one (1) copy of all documents required by Article IV. A Bidder must deliver any hard copy information or document related to its Part 1 Proposal (see Paragraph IV.1.2) by certified mail, registered mail, hand delivery, or overnight delivery service to the Companies at the following address:

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

VI.1.4. Oral, telephonic, electronic, or faxed Part 1 Proposals will not receive consideration.

VI.1.5. The Part 2 Proposal consists of three (3) original Part 2 Forms as well as Pre-Bid Security as described in Article V. A Bidder must deliver the Part 2 Proposal by certified mail, registered mail, hand delivery or overnight delivery service to the Companies at the following address:

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

VI.1.6. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in these RFP Rules.

VI.1.7. Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.

## **Article VII. Evaluation of Proposals**

### **VII.1. Part 1 Proposal Processing and Evaluation**

- VII.1.1. The Evaluation Team will consist of representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies. Not all representatives of the Evaluation Team need participate in the review of a specific aspect of the Part 1 Proposal. A representative from the PaPUC may be present when Part 1 Proposals are processed. Information regarding the content or status of any Part 1 Proposal will not be released publicly or to any individual Bidder during the evaluation process.
- VII.1.2. The Evaluation Team will review Part 1 Proposals upon receipt through noon on the Part 1 Date. The Evaluation Team will assess the Part 1 Proposals for completeness and compliance with the terms and conditions of Article IV of these RFP Rules.
- VII.1.3. A Part 1 Proposal is complete and compliant with the terms and conditions of Article IV if: (i) all financial information specified in Section IV.1 has been provided; (ii) all certifications and other requirements have been provided and are signed by an Officer of the Bidder. Further, unless the Bidder is posting cash for its Pre-Bid Security or is using the standard form for the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted in the data room prior to the Part 1 Date), the Bidder will submit a draft Pre-Bid Letter of Credit. The Bidder includes, in its Part 1 Proposal, a certification that the Bidder is bidding independently and is not acting in concert with another Bidder. The Independent Evaluator may request additional information to ascertain that the Bidder is bidding independently of other Bidders. A Bidder that is not bidding independently of another Bidder may fail to qualify.
- VII.1.4. If the Independent Evaluator determines that any aspect of the Bidder's Part 1 Proposal is deficient because the Bidder's submission is incomplete or is not compliant with the terms of these RFP Rules, the Independent Evaluator will issue a deficiency notice requesting that the Bidder complete or provide additional information with respect to that particular aspect of its Part 1 Proposal. A Bidder will have until noon on the Part 1 Date, or until 6:00 PM on the business day following the business day during which such a notice was issued

to the Bidder, whichever is later, to respond to the deficiency notice. The Evaluation Team will evaluate any response to a deficiency notice on the day it is received. If the response is not sufficient to cure the deficiency, the Independent Evaluator may request additional information and provide another opportunity for the Bidder to provide the required clarification or additional information to cure the deficiency.

- VII.1.5. The Evaluation Team reviews draft Pre-Bid Letters of Credit on the business day of receipt. The Independent Evaluator notifies the Bidder within two (2) business days whether modifications incorporated in the draft Pre-Bid Letter of Credit are acceptable.
- VII.1.6. When the evaluation of the Part 1 Proposals is complete, Bidders will be either qualified or disqualified. A Bidder is qualified if the Bidder submitted a Part 1 Proposal, as supplemented or amended in response to deficiency notices issued by the Independent Evaluator, that is complete and compliant with the requirements of these RFP Rules. In all other circumstances, the Bidder will be disqualified. Only Qualified Bidders will be invited to submit Part 2 Proposals.
- VII.1.7. The Independent Evaluator notifies a Bidder whether it has qualified no later than the fifth business day after the Part 1 Date.

## **VII.2. Part 2 Proposal Processing and Evaluation**

- VII.2.1. The Evaluation Team will consist of representatives of the Independent Evaluator, one or more credit representatives from the Companies, and a legal representative on behalf of the Companies. A representative from the PaPUC may be present when Part 2 Proposals are processed or when Bids are evaluated. Information regarding the content or status of any Part 2 Proposal will not be released to any Bidder during the evaluation process.
- VII.2.2. Part 2 Proposals will only be considered for those Bidders that have met the qualification requirements of Article IV.
- VII.2.3. The RFP format considers Bids from Bidders that have met all qualification requirements on a price-determinative basis.
- VII.2.4. The PaPUC Staff will have access to all Bids and will be provided with a report from the Independent Evaluator. The Companies will not, at any time during the RFP, have access to any Bidder's individual Bid.
- VII.2.5. Part 2 Proposals must be received by the Independent Evaluator no later than noon on the Part 2 Date. The Independent Evaluator will assess the Part 2 Proposal for completeness and compliance with the terms and conditions of Article V of these RFP Rules.
- VII.2.6. The Independent Evaluator will assess whether all certifications required in the Part 2 Proposal, as specified in Article V.4, have been submitted. If they have not, the Part 2 Proposal will be rejected.
- VII.2.7. The Independent Evaluator will assess whether the Bidder has provided Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit for the account of the Bidder that either uses the standard form or that incorporates only those modifications to the standard form accepted by the Companies. If the Bidder has submitted a Pre-Bid Letter of Credit that is not acceptable to the Companies, or if it is not for the account of the Bidder, the Part 2 Proposal may be rejected.

VII.2.8. Proposals received from a Bidder may be eliminated from further consideration at any point, in the Independent Evaluator's and the Companies' sole and exclusive discretion, for any of the following reasons including (but not limited to): (i) Failure to provide clarification of, or additional information relating to, any aspect of the Proposal as requested by the Independent Evaluator; (ii) Attempts or the appearance of attempts to improperly influence the consideration of the Proposals; (iii) Failure to honor representations made in a Part 1 Proposal or a Part 2 Proposal; and (iv) Illegal conduct, including a Bidder acting in concert with another Bidder.

### **VII.3. Commission Approval and Review**

VII.3.1. The Independent Evaluator will prepare a report two (2) business days after the Part 2 Date. This report will present the results of the RFP. The Independent Evaluator's report will also summarize the most recent processing and evaluation of Proposals. The PaPUC will have three (3) business days after report submission to decide whether to approve the results. If the PaPUC does not issue a decision in three (3) business days, the results are deemed approved. If the results are approved by the PaPUC, the Independent Evaluator will notify all Bidders of the PaPUC's decision. There is no minimum number of bids that must be received in order for the PaPUC to approve the bid results.

VII.3.2. The report of the Independent Evaluator submitted to the Commission will include a state of the market (i.e., "benchmarking") report on the SPAEC market. As part of its content, the benchmarking report will note the number of potential bidders. At least five (5) business days prior to the date bids close (i.e., the Part 2 Date), the benchmarking report will be provided to the Office of Consumer Advocate ("OCA") and Office of Small Business Advocate ("OSBA") on a confidential basis. The OCA and OSBA will have three (3) business days to review the report and provide comments to the Independent Evaluator on a confidential basis. The Independent Evaluator will append any comments provided by the OCA and OSBA to the report that the Independent Evaluator provides to the PaPUC.

VII.3.3. The Bidders that have approved Bids will have three (3) business days from the date of the PaPUC's approval to execute the SPAECPSA without modifications with each of the Companies. If a winning Bidder fails to execute the SPAECPSA within three (3) business days from the PaPUC's approval, the winning Bidder may forfeit its Pre-Bid Letter of Credit.

## **Article VIII. Reserved Rights**

### **VIII.1. Non-Binding RFP**

VIII.1.1. At any time prior to the execution of the SPAECPSA, the PaPUC has the exclusive right to withdraw and terminate the RFP without any liability or responsibility to any Bidder or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PaPUC orders and/or regulations, market conditions, or any other extraordinary circumstances that preclude these RFP Rules from being implemented in substantially the manner described herein.

VIII.1.2. Subject to PaPUC approval, the Companies reserve the right to withdraw or terminate the RFP at least two (2) days before the submission of any Bids are due and with notice to Qualified Bidders, without any liability or responsibility to any Bidder or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PaPUC orders and/or regulations, market conditions, hurricanes, or any other extraordinary circumstances that preclude these RFP Rules from being implemented in substantially the manner described herein.

VIII.1.3. The Companies will not be liable to any Bidder or any other party for failure to execute an SPAECPSA. Nothing herein may be construed to bind the Companies unless and until the PaPUC has approved winning Bid(s), and each SPAECPSA with a Bidder has been executed and is effective. Once effective, the SPAECPSA will govern the relationship between and the responsibilities of the parties to that agreement and not the RFP Rules or any documents relating thereto.

VIII.1.4. The Companies and the Independent Evaluator reserve the right to reject Proposals submitted in response to the RFP that are incomplete, or do not conform to the requirements of the these RFP Rules, or are submitted beyond the deadline for submission.

## **VIII.2. Proposals Become the Companies' Property**

VIII.2.1. All Proposals submitted by Bidders in response to the RFP will become the exclusive property of the Companies upon the receipt of such document(s).

## **VIII.3. Confidentiality**

VIII.3.1. The Companies and the Independent Evaluator will consider all data and information provided by Bidders in response to the RFP to be confidential and will attempt to limit their disclosure to the public in accordance with the provisions of this Article (the "Confidentiality Provisions"). The Companies will also take reasonable action to ensure that their employees, representatives and agents authorized to consider and evaluate all Proposals protect the confidentiality of such data and information. The Evaluation Team will be provided access to the Bidder's Proposals on a need-to-know basis. Each member of the Evaluation team will be required to sign a Confidentiality Statement, in the form attached hereto as Appendix 2, prior to opening any Proposals and commencing the evaluation thereof.

VIII.3.2. However, absolute protection from public disclosure of the Bidders' data and information filed in response to the RFP cannot be provided and is not intended. For example, the Companies will provide access to the Bidders' data and information to selected personnel/staff from the PaPUC in order to allow the PaPUC to accept or reject the RFP results. Moreover, the Companies expect to request that the PaPUC permit the public release of information relating to the total number of Proposals received in response to the RFP, the names of the winning Bidders, and the average price per SPAEC for results

accepted by the PaPUC. By submitting a Proposal in response to the RFP, a Bidder acknowledges and agrees to the confidentiality provisions set forth herein, as well as any limitations thereto.

VIII.3.3. In addition, the Bidders' data and information filed in response to the RFP will be disclosed if required by any federal, state or local agency (including, without limitation, the PaPUC) or by a court of competent jurisdiction. However, the Companies will notify the Bidder in advance of such disclosure and cooperate with such Bidder, to the extent deemed reasonable by the Companies, and at the expense of the Bidder, to prevent the disclosure of such materials. In any event, the Companies, their employees, and agents will not be responsible to the Bidders or any other party or liable for any disclosure of such designated materials before, during or subsequent to the RFP. Notwithstanding the above, the Companies reserve the right to use and communicate publicly and/or to third parties any and all information/data submitted in any Proposal in all proceedings before the PaPUC and the courts, if necessary, without the prior consent/approval of, or notice to, any such Bidder.



**APPENDIX 1 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

**SEE EXHIBIT RLS-1**



**APPENDIX 2 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**CONFIDENTIALITY STATEMENT**

**APPENDIX 2 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**CONFIDENTIALITY STATEMENT**

I, **{name of person}**, am employed by **{insert name of employer}**. I am a member of the Evaluation Team reviewing or evaluating i) the Part 1 Proposals received from Bidders applying to participate in Metropolitan Edison Company's, Pennsylvania Electric Company's<sup>[7]</sup> **and** Pennsylvania~~[-Power Company's,~~ and ~~West Penn]~~ Power Company's Solar Photovoltaic Alternative Energy Credits Request for Proposals ("RFP"); and ii) the Part 2 Proposals received from Bidders applying to participate in the RFP.

In this capacity, I hereby acknowledge and understand the Confidentiality Provisions of the RFP Rules and, consistent with those rules, agree to take reasonable precautions to ensure that all data and information supplied by Bidders in response to the RFP are maintained in confidence and not disclosed to the public, except as permitted by the RFP Rules.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Title

Dated:



**APPENDIX 3 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**STANDARD FORM OF PRE-BID LETTER OF CREDIT**

**APPENDIX 3 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**Sample Pre-Bid Letter of Credit**

[On Issuing Bank's Letterhead]

**IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_ ("Date of Issuance")

Letter of Credit No. \_\_\_\_\_

**Beneficiary:**

Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] ("the Companies")  
c/o **The Brattle Group**, Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

**Applicant:**

[Name of Bidder]

[Address]

1. We, \_\_\_\_\_ (the "Issuing Bank") hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_ (the "Bidder"), in the amount of \$ \_\_\_\_\_, effective immediately and available to you at sight upon demand by all of you at our counters at \_\_\_\_\_ [Location]. This Letter of Credit, unless terminated earlier in accordance with the provisions hereof or otherwise extended, shall remain in full force and effect until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.

2. This Letter of Credit is issued at the request of the Bidder, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit may be drawn by presenting your certificate, in the form of Annex 1, stating that
  - a) "the Bidder has made a material omission or misrepresentation in its Part 1 Proposal or in its Part 2 Proposal"; or
  - b) "the Bidder discloses information relating to its Proposal or its Bids publicly or to any other party before the PaPUC has disclosed the names of the winning suppliers and the winning Bid prices of the RFP"; or
  - c) "the Bidder wins one or more Tranches and fails to execute the SPAECPSA within three (3) business days of the PaPUC's approval of the results of the RFP"; or
  - d) "the Bidder wins one or more Tranches and fails to meet the creditworthiness requirements of the SPAECPSA at the time of its execution."
  
3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (Eastern Prevailing Time<sup>1</sup>) on such Business Day to \_\_\_\_\_ (Issuing Bank), \_\_\_\_\_ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of the Companies and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Companies. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.
  
4. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to your account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 PM (Eastern Prevailing Time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 AM (Eastern Prevailing Time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite

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<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time, all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.

document is made on or after 11:00 AM (Eastern Prevailing Time) on any Business Day pursuant to Paragraph 3 hereinabove.

5. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons why the demand for payment was not so effected, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be made prior to expiry in accordance with the terms of this Letter of Credit.
6. This Letter of Credit shall automatically terminate and be cancelled on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, (iii) the above-stated expiration date hereof.
7. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

"Bidder" shall mean a party that submits a Part 1 Proposal and a Part 2 Proposal to the Companies in response to the Companies' Solar Photovoltaic Alternative Energy Credit Request for Proposals.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

"Alternative Energy Credit Purchase and Sale Agreement" shall mean the agreement by which the Companies will be contracting for the provision of Solar Photovoltaic Alternative Energy Credits.

"PaPUC" shall mean the Pennsylvania Public Utility Commission.

"RFP" shall mean the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] Solar Photovoltaic Alternative Energy Credits Request for Proposals.

"Rules" shall mean the rules that govern the conduct of the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] Solar Photovoltaic Alternative Energy Credits Request for Proposals as filed by the Companies and approved by the PaPUC.

8. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practices for Documentary Credits – 2007 revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
9. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.
10. We certify that as of \_\_\_\_\_ (date) we \_\_\_\_\_ (Issuing Bank) satisfy the minimum senior unsecured debt rating of at least "A" from Standard & Poor's or Fitch, or "A2" from Moody's.
11. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. \_\_\_\_\_. Partial drawings are permitted hereunder.
12. Faxed document(s) are acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ and confirmed by telephone to \_\_\_\_\_.
13. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended

without amendment to a date 30 (thirty) calendar days after the place for presentation reopens for business.

14. This original Letter of Credit has been sent to the Independent Evaluator at [ ] (as per Bidder's instructions, the Independent Evaluator holds the Letter of Credit for the benefit the Companies). The aggregate amount paid to the Companies during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Companies. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Representative of the Independent Evaluator on behalf of the Companies. An Authorized Representative of the Independent Evaluator means any Vice President or Senior Vice President of the Independent Evaluator.

Very truly yours,

(Issuing Bank)

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Annex 1 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)

(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are defined herein shall have the meanings ascribed thereto in the Letter of Credit;
2. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned are entitled to make a drawing under the Letter of Credit in the amount of \$ \_\_\_\_\_, inasmuch as the Bidder has \_\_\_\_\_ (state reason from conditions (a) – (d) of Paragraph 2).
3. The amounts to be received by Metropolitan Edison Company, Pennsylvania Electric Company[~~7~~], and Pennsylvania Power Company[~~7~~ and ~~West Penn Power Company~~] are \$ \_\_\_\_\_

4. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

Metropolitan Edison Company

Pennsylvania Electric Company

Pennsylvania Power Company

[~~\_\_\_\_\_ West Penn Power Company]~~

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_(Bidder)

Annex 2 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

ON [Business Day pursuant to Paragraph 3]

PAY TO:         Metropolitan Edison Company

                  Pennsylvania Electric Company

                  Pennsylvania Power Company

[~~\_\_\_\_\_ West Penn Power Company~~]

Attn:

\$ \_\_\_\_\_

For credit to the account of \_\_\_\_\_.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. \_\_\_\_\_  
OF

(Issuing Bank)

(Address)

Metropolitan Edison Company

                  Pennsylvania Electric Company

                  Pennsylvania Power Company

[~~\_\_\_\_\_ West Penn Power Company~~]

By \_\_\_\_\_

Name:

Title:

Annex 3 to Letter of Credit

CERTIFICATE OF EXPIRATION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

Metropolitan Edison Company

Pennsylvania Electric Company

Pennsylvania Power Company

[~~\_\_\_\_\_ West Penn Power Company~~]

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ (Bidder)





**APPENDIX 4 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**REQUIREMENTS FOR ATTESTATION OF CHIEF FINANCIAL OFFICER**

**APPENDIX 4 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**Requirements for Attestation of Chief Financial Officer**

The attestation by the Chief Financial Officer, if required by Article IV of the Metropolitan Edison Company, Pennsylvania Electric Company[~~7~~] **and** Pennsylvania Power Company[~~7~~ and West Penn Power Company] Solar Photovoltaic Alternative Energy Credits Request for Proposals ("RFP") Rules, must fulfill the following requirements:

- the attestation is a notarized affidavit attached to the financial information provided by the Entity (Bidder or Guarantor);
- the attestation identifies the person making the affidavit as the Chief Financial Officer (or equivalent position);
- the Chief Financial Officer (or equivalent) attests that "of the information contained in the financial statements fairly presents in all material aspects the financial condition and results of the operations of \_\_\_\_\_(name of Entity)."



**APPENDIX 5 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**PART 1 FORM**

Name of Bidder

## PART 1 FORM

**METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY[, AND  
PENNSYLVANIA[~~-POWER COMPANY, AND WEST PENN~~] POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)**

**PART 1 DATE: [INSERT DATE]**

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This Part 1 Form is the form to submit the Part 1 Proposal for the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] Solar Photovoltaic Alternative Energy Credits Request for Proposals (“RFP”).

Before completing this Part 1 Form, please review the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] (referred to as “the Companies”) Solar Photovoltaic Alternative Energy Credits RFP Rules (“RFP Rules”) and the Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement (“SPAECPSA”), so that you understand the conditions under which the RFP will be conducted. These documents are posted at <http://www.firstenergycorp.com/pa-solar>.

The submission of a Part 1 Proposal to the Companies constitutes your acknowledgement and acceptance of all the terms and conditions of the RFP, regardless of the outcome of the RFP or the ultimate fate of such Proposal.

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*Any information that you provide in this Part 1 Proposal is provided on a confidential basis to the Independent Evaluator, and is subject to the Confidentiality Provisions contained in Section VIII.3 of the RFP Rules. One or more credit representatives from the Companies and a legal representative on behalf of the Companies will participate in the evaluation of the Part 1 Proposal of each Bidder. Information regarding the content or status of any Part 1 Proposal will not be released publicly or to any individual Bidder during the evaluation process.*

Name of Bidder

## **INSTRUCTIONS FOR PROPOSAL**

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Bidders submit the Part 1 Form and all documents required therein to respond to the qualification standards for the RFP. A Bidder that is qualified after complying with all qualification standards of the Part 1 Proposal may submit a Part 2 Proposal for the RFP.

This Part 1 Form must be used to submit a Part 1 Proposal in the RFP.

### **Please complete all sections.**

#### **I. Part 1 Proposal Submission**

*Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.*

Bidders must:

- Submit **three (3) original** completed Part 1 Forms (with original signatures);
- Submit **one (1) copy** (hard copy or electronic copy on a CD or electronic copy by email) of documents required to support the Part 1 Form as set forth in Article IV of the RFP Rules; and,
- Insert the name of the Bidder **on each page** of the Part 1 Form.

*The completed Part 1 Proposal MUST be received by the Independent Evaluator no later than 12:00 p.m.<sup>1</sup> on the Part 1 Date at:*

The Brattle Group  
SPAEC RFP Independent Evaluator  
1850 M Street, NW  
Suite 1200  
Washington, DC 20036

Inquiries may be directed to the Independent Evaluator by:

- telephone                      202.419.3330
- fax                                      202.955.5059
- through the “Contact Us” page on the website at  
<http://www.firstenergycorp.com/pa-solar>

**Oral, telephonic, electronic, or faxed Part 1 Proposals will not receive consideration under any circumstances.<sup>2</sup>**

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<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time (EPT).

<sup>2</sup> With the exception of Part 1 Supporting Documents submitted electronically in accordance with the instructions contained herein.

Name of Bidder

## **II. Part 1 Proposal Review**

### Timing of Part 1 Proposal Review

The Part 1 Proposal is due by noon (12:00 PM) on the Part 1 Date, [INSERT DATE]. If a Part 1 Proposal is received by noon on the Part 1 Date, the Evaluation Team will review the Part 1 Proposal upon receipt. Proposals received after the Part 1 Date are late Proposals and are not processed.

### Incomplete Part 1 Proposals

If the Independent Evaluator determines that any aspect of your Part 1 Proposal is incomplete or requires clarification, the Independent Evaluator will issue a deficiency notice to you by fax or email on the business day of receipt (if the Part 1 Proposal is received before noon), or by noon on the following business day (if the Part 1 Proposal is received after noon). A Bidder will have until the close of the Part 1 Date, or until 6:00 PM the business day following the business day during which the notice was sent to the Bidder, whichever comes later, to respond to the deficiency notice. If the response is not sufficient to cure the deficiency, the Independent Evaluator may request additional information and provide another opportunity for the Bidder to provide the required clarification or additional information to cure the deficiency. If a deficiency notice is issued and the Bidder does not respond by the deadline established by the Independent Evaluator or does not address the deficiency in a manner that is deemed satisfactory in the Independent Evaluator's sole discretion, the Bidder's Proposal will be rejected.

### Draft Credit Documents

Unless the Bidder is posting cash for its Pre-Bid Security or using the standard form for the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted on the website, <http://www.firstenergycorp.com/pa-solar>, prior to the Part 1 Date), the Bidder will submit a draft Pre-Bid Letter of Credit. The Evaluation Team reviews draft Pre-Bid Letters of Credit. The Independent Evaluator notifies the Bidder within two business days whether modifications incorporated in the draft Pre-Bid Letter of Credit are acceptable.

### Late Part 1 Proposals

No late Part 1 Proposals will be accepted under any circumstances. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in this Part 1 Form.

### Notification of Qualification

A Bidder who submits a Part 1 Proposal and who is qualified pursuant to its Part 1 Proposal may submit a Part 2 Proposal. Each Bidder that submits a Part 1 Proposal will be notified whether it has qualified to submit a Part 2 Proposal for the RFP no later than five (5) business days after the Part 1 Date.

Name of Bidder

## PART 1 FORM

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### 1. Contact Information

COMPLETE ALL INFORMATION IN THIS SECTION 1 OF THIS PART 1 FORM.

Please note that fields will expand to accommodate text.

#### Name and Address of the Bidder

Name of Bidder

Legal Name of Bidder (If Different from Above)

Street Address

City

State

Zip Code

If the legal or trade name provided above for the Bidder is not expected to change from now until the Commission renders a decision on the results of the RFP, please check here  and please proceed to the next section. Otherwise, please provide the following information:

New Name of Applicant

Expected Date of Name Change

**Please be advised** that if you qualify to become a Bidder, you will be required to advise the Independent Evaluator when the change to its name, as disclosed above, has been effected, and to provide evidence of the change. The Bidder is also required to advise the Independent Evaluator if the change to the Bidder's name, as disclosed above, does not occur on the expected date.

*Name of Bidder*

Officer of the Bidder

The contact information in this section is the contact information for an individual who is an officer, director or an individual otherwise empowered to undertake contracts and bind the Bidder. The Officer of the Bidder named below must make all representations required in the Part 1 Proposal.

*Last Name*

*Given Name(s)*

*Mr/Mrs/Ms/Dr/(other)*

*Title*

*Company*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Fax No.*

*Email Address*



*Name of Bidder*

**COMMUNICATIONS WITH THE REPRESENTATIVE ARE TYPICALLY DONE VIA FAX OR EMAIL OR BY COURIER. PLEASE PROVIDE BELOW A FAX NUMBER AND EMAIL ADDRESS AT WHICH THE REPRESENTATIVE WILL BE ABLE TO RECEIVE FAXES OR EMAILS FROM THE INDEPENDENT EVALUATOR IN A SECURE AND TIMELY MANNER.**

*Fax No.*

*Email Address*

**ANY NOTIFICATION OR OTHER COMMUNICATION GIVEN BY THE INDEPENDENT EVALUATOR TO THE BIDDER WILL BE DELIVERED BY COURIER TO THE ADDRESS PROVIDED ABOVE FOR THE REPRESENTATIVE, OR SENT BY FAX OR EMAIL TO THE REPRESENTATIVE. ANY SUCH NOTIFICATION OR COMMUNICATION WILL BE DEEMED RECEIVED BY THE BIDDER AT THE TIME OF DELIVERY OR TRANSMISSION, PROVIDED THAT WHERE DELIVERY OR TRANSMISSION OCCURS AFTER 6 P.M. ON A BUSINESS DAY OR OCCURS ON A DAY THAT IS NOT A BUSINESS DAY, RECEIPT WILL BE DEEMED TO OCCUR AT 9 A.M. ON THE FOLLOWING BUSINESS DAY.**

*Name of Bidder*

**2. Creditworthiness Information**

**PROVIDE ALL INFORMATION REQUESTED IN THIS SECTION 2 OF THIS PART 1 FORM.**

*Please note that fields will expand to accommodate text.*

**Name of Entity on Whose Financial Standing the Bidder Relies**

The party, called the “Entity” below, upon whose financial standing the Bidder is relying is (check one and fill in the blank with the name of the “Entity”):

Option (a)

\_\_\_, the Bidder is the Entity and is seeking an unsecured line of credit

Option (b)

\_\_\_, the Guarantor is the Entity

Option (c)

\_\_\_, the Bidder is the Entity. The Bidder elects not to apply for an unsecured line of credit and stands ready to post cash or a Letter of Credit for the entire amount of the security due under the SPAECPSA

*Name of Bidder*

Credit Representative

The contact information in this section is for a credit representative from the Entity named above who will be able to answer questions on the documentation provided.

*Last Name*

*Given Name(s)*

*Mr/Mrs/Ms/Dr/(other)*

*Title*

*Company*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Fax No.*

*Email Address*

Name of Bidder

Financial Information

**THE FINANCIAL INFORMATION REQUESTED IN THIS SECTION MAY BE PROVIDED IN HARD COPY, ELECTRONICALLY IN THE FORM OF A CD, OR ELECTRONICALLY IN THE FORM OF AN EMAIL SENT TO pasolarrfpmanager@brattle.com.**

If the Bidder has selected **Option (a) or Option (b)** above, please provide the following financial information for the Entity named on page 9:

- (1) Most recent SEC Form 10-K; if unavailable, please provide the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules).
- (2) Most recent SEC Form 10-Q; if unavailable, please provide the most recent quarterly or monthly financial information accompanied by an attestation by the Entity's Chief Financial Officer, in the form of Appendix 5, that the information submitted fairly presents in all material respects the financial condition and results of the operations of the Entity.
- (3) Any SEC Form 8-K filings made by the Entity, as well as any other public financial disclosures made by the Entity since the release of the Entity's most recent financial statements, for any matters that are material to the Entity's financial condition.

Credit Ratings

If the Bidder has selected **Option (a) or Option (b)** above, please submit credit ratings for the Entity from at least two of the following agencies: Standard & Poor's Rating Services ("S&P"), Moody's Investors Service, Inc. ("Moody's"), or Fitch, Inc. ("Fitch"), along with the specified documentation.

**WHEN PROVIDING DOCUMENTATION FROM THE RATING AGENCIES, ONE COPY IS SUFFICIENT.**

1. Is the Entity rated by S&P?  
 yes                       no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out from S&P's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

2. Is the Entity rated by Moody's?  
 yes                       no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out of Moody's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

Name of Bidder

3. Is the Entity rated by Fitch?

yes  no

**If yes**, please provide:

- The Entity's senior unsecured debt rating
- A print out of Fitch's website or other documentation from the agency providing the name of the rating agency, **the type of rating**, and the rating of the Entity.

Statement of Matters Related to Financial Status of the Entity

**All Bidders must submit the following information for the Entity named in Section II.2:**

A statement, as applicable, of rulings, judgments, litigation, contingent liabilities, revocations of authority, investigations or any other matters relating to the financial status of the Entity that have had a material impact on the Entity's financial status. If the Bidder has selected Option (a) or Option (b) above, this statement need only apply to matters impacting the Entity's financial status since the release of the Entity's most recent financial data or most recent public financial disclosure.

Draft Pre-Bid Letter of Credit

For all Bidders, the Part 2 Proposal requires Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit established for the account of the Bidder and acceptable to the Companies. The standard form for the Pre-Bid Letter of Credit provided as Appendix 3 to the RFP Rules document is acceptable to the Companies. **A Bidder that will not use exactly the standard form of the Pre-Bid Letter of Credit (or a form with modifications accepted by the Companies and posted on the website prior to the Part 1 Date) or post cash with its Part 2 Proposal must submit with its Part 1 Proposal any and all proposed modifications to the standard Pre-Bid letter of Credit for evaluation.**

Each Bidder must check **one** of the following options:

- The Bidder will submit Pre-Bid Security in the form of cash.
- The Bidder will use the **standard form** of the Pre-Bid Letter of Credit for the RFP provided as Appendix 3 to the RFP Rules document, or a version with approved modifications as posted on the website prior to the Part 1 Date.
- The Bidder is submitting electronically in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator at [pasolarrfpmanager@brattle.com](mailto:pasolarrfpmanager@brattle.com), a draft Pre-Bid Letter of Credit for the RFP **indicating clearly each and every modification** from the standard form.

The Independent Evaluator and the Companies will assess, in their sole and exclusive discretion, whether any modifications to the standard form, other than those posted on the RFP website are acceptable.

Name of Bidder

Certification of non-Association

The Officer of the Bidder must sign the following certification, or provide the requested information.

I certify that the Bidder is not acting and will not act through a partnership, joint venture, limited liability partnership, or other association, organization, or any other group with respect to its Proposal.

\_\_\_\_\_  
Signature of Officer

Date

OR

If the Officer is unable to make the above certification, the Officer of the Bidder must disclose the members of the partnership, joint venture, or other joint action with respect to its Proposal, as well as the nature of the association, agreement or joint action. A Bidder acting in concert with another Bidder may be disqualified by the Independent Evaluator on behalf of the Companies in its sole and exclusive discretion.

Certification Regarding Ability to Perform

I certify that:

- (1) there are no actions at law, suits in equity, proceedings or claims pending or, to such Bidder's knowledge, threatened against the Bidder before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Bidder's performance of its obligations under the terms of the SPAECPSA;
- (2) the Bidder has not had any permit or authority to do business in any jurisdiction revoked or suspended; and
- (3) the Bidder and its corporate officers have never been barred from public bidding or sanctioned for unauthorized disclosure of confidential information.

\_\_\_\_\_  
Signature of Officer

Date

*Name of Bidder*

#### **4. Entities not Incorporated Under the Laws of the United States**

**A Bidder that is not incorporated or otherwise formed under the laws of the United States must provide the following additional information in its Part 1 Proposal:**

- 1) A legal opinion of counsel qualified to practice in the foreign jurisdiction in which the Bidder is incorporated or otherwise formed that the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Bidder in the jurisdiction in which it has been incorporated or otherwise formed;
- 2) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the person who will be executing the SPAECPSA on behalf of the Bidder has the authority to execute the SPAECPSA and that the governing board of the Bidder has approved the execution of the SPAECPSA;
- 3) The sworn certificate of the corporate secretary (or similar officer) of the Bidder that the Bidder has been authorized by its governing board to enter into agreements of the same type as the SPAECPSA.

**A Bidder whose Guarantor is not incorporated or otherwise formed under the laws of the United States must provide the following additional information in its Part 1 Proposal:**

- 1) A legal opinion of counsel qualified to practice in the foreign jurisdiction in the which the Guarantor is incorporated or otherwise formed that the standard Guaranty of the SPAECPSA will become, upon the completion of execution formalities, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed;
- 2) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the person executing the Guaranty on behalf of the Guarantor has the authority to execute the Guaranty and that the governing board of the Guarantor has approved the execution of the Guaranty;
- 3) The sworn certificate of the corporate secretary (or similar officer) of the Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as the standard Guaranty of the SPAECPSA.

*Name of Bidder*

**5. Justification of Omissions**

If you are unable to provide all documents or information required in the Part 1 Proposal, please justify fully any omissions in the space provided below.

A large, empty rectangular box with a thin black border, intended for the bidder to provide a justification for any omissions in their proposal. The box is currently blank.

Name of Bidder

### Checklist

This is a checklist of documents to be enclosed in the Part 1 Proposal.

- 3 originals** of the completed Part 1 Form (with original signatures). *[Instructions Part I]*
- One electronic copy:** If the Bidder will not post cash for its Pre-Bid Security and will not use exactly the standard form of the Pre-Bid Letter of Credit with the Part 2 Proposal (or a form with modifications accepted by the Companies and posted on the website prior to the Part 1 Date), a draft Pre-Bid Letter of Credit for the RFP in MS-Word format, either saved to a CD or sent via email to the Independent Evaluator indicating clearly each and every modification from the standard form. *[Section 2]*
- 3 originals** of the Representations of the Officer of the Bidder, Certification of non-Association, and Certification Regarding Ability to Perform (with original signatures). *[Section 3]*
- One copy:** For Entities not incorporated under the laws of the United States, the necessary documents for the Bidder and/or the Guarantor. *[Section 4]*

**The following documents of the Entity (the Bidder or the Guarantor) that will be fulfilling the credit and financial requirements:**

- One copy** (hard copy or electronically on a CD or by email): If the Bidder has selected Option (a) or Option (b) on page 9, of each of the following: *[Section 2]*
  - (1) Most recent SEC Form 10-K; if unavailable, the most recent audited annual financial information (including a balance sheet, income statement, and cash flow statement, and any accompanying notes and schedules).
  - (2) Most recent SEC Form 10-Q; if unavailable, the most recent quarterly or monthly financial data accompanied by an attestation by the Entity's Chief Financial Officer, in the form of Appendix 5, that the information submitted is true, correct and a fair representation of the Entity's financial condition.
  - (3) Any SEC Form 8-K filings made by the Entity, as well as any other public financial disclosures made by the Entity since the release of the Entity's most recent financial statements, for any matters that are material to the Entity's financial condition.
- One copy** (hard copy or electronically on a CD or by email): If the Bidder has selected Option (a) or Option (b) on page 9, documentation showing the name of the rating agency, the type of rating, and the rating of the Entity *[Section 2]*
- One copy:** Statement of Matters Related to the Financial Status of the Entity. *[Section 2]*

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**End of Part 1 Form**



**APPENDIX 6 TO  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)  
RULES**

**PART 2 FORM**

Name of Bidder

## PART 2 FORM

METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY[, AND  
PENNSYLVANIA[~~-POWER COMPANY, AND WEST PENN~~] POWER COMPANY  
SOLAR PHOTOVOLTAIC ALTERNATIVE ENERGY CREDITS  
REQUEST FOR PROPOSALS (RFP)

PART 2 DATE: **[INSERT DATE]**

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This Part 2 Form is the form to submit the Part 2 Proposal for the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] Solar Photovoltaic Alternative Energy Credits Request for Proposals (“RFP”).

Before completing this Part 2 Form, please review the Metropolitan Edison Company, Pennsylvania Electric Company[, and Pennsylvania Power Company[, ~~and West Penn Power Company~~] (referred to as “the Companies”) Solar Photovoltaic Alternative Energy Credits RFP Rules (“RFP Rules”) and the Solar Photovoltaic Alternative Energy Credit Purchase and Sale Agreement (“SPAECPSA”), so that you understand the conditions under which the RFP will be conducted. These documents are posted at <http://www.firstenergycorp.com/pa-solar>.

Your submission of a Part 2 Proposal to the Companies constitutes your acknowledgement and acceptance of all the terms and conditions of the RFP, regardless of the outcome of the RFP or the ultimate fate of such Proposal.

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*Any information that you provide in this Part 2 Proposal is provided on a confidential basis to the Independent Evaluator, and is subject to the Confidentiality Provisions contained in Section VIII.3 of the RFP Rules. One or more credit representatives from the Companies and a legal representative on behalf of the Companies will participate in the evaluation of the Part 2 Proposal of each Bidder. One or more credit representatives from the Companies may review documents provided as pre-bid security with the name of the Bidder and any amounts redacted. Information regarding the content or status of any Part 2 Proposal will not be released to any Bidder during the evaluation process.*

Name of Bidder

## **INSTRUCTIONS FOR PROPOSAL**

---

Bidders submit the Part 1 Form and all documents required therein to respond to the qualification standards for the RFP. A Bidder that is qualified after complying with all qualification standards of the Part 1 Proposal may submit a Part 2 Proposal for the RFP.

This Part 2 Form must be used to submit a Part 2 Proposal for the RFP.

### **Please complete all sections.**

#### **I. Part 2 Proposal Submission**

*Proposals must be submitted in the complete legal name of the party that will execute the SPAECPSA should the party be a winning Bidder and should the PaPUC approve the RFP results.*

Bidders must:

- Submit **three (3) original** completed Part 2 Forms (with original signatures);
- Submit Pre-Bid Security in the form of **one (1) original** Pre-Bid Letter of Credit or cash; and
- Manually insert the name of the Bidder **on every page** of the Part 2 Form.

*The completed Part 2 Form MUST be received by the Independent Evaluator no later than 12:00 p.m.<sup>1</sup> on the Part 2 Date at:*

The Brattle Group  
SPAEC RFP IE  
1850 M St, NW  
Suite 1200  
Washington, DC 20036

Inquiries may be directed to the Independent Evaluator by:

- telephone                    202.419.3330
- fax                                202.955.5059
- through the “Contact Us” page on the website at  
<http://www.firstenergycorp.com/pa-solar>

**Oral, telephonic, electronic, or faxed Part 2 Proposals will not receive consideration under any circumstances.**

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<sup>1</sup> Unless noted otherwise, all times refer to Eastern Prevailing Time (EPT).

*Name of Bidder*

## **II. Part 2 Proposal Review**

### Timing of Part 2 Proposal Review

The Part 2 Proposal must be submitted by noon (12:00 PM) on the Part 2 Date, [INSERT DATE]. When the Part 2 Proposal is received, the Evaluation Team will review the Part 2 Proposal for completeness. Proposals received after the noon (12:00 PM) on the Part 2 Date are late Proposals and are not processed.

### Incomplete Part 2 Proposal

If the Independent Evaluator determines that any aspect of your Part 2 Proposal is incomplete or requires clarification, the Independent Evaluator will issue a deficiency notice to you. If a Bidder submits a Pre-Bid Letter of Credit that does not conform to the standard form provided in Appendix 3 or incorporates modifications to the standard form other than those acceptable to the Companies, the Bidder may not be permitted to submit Bids in the RFP.

### Late Part 2 Proposal

No late Part 2 Proposals will be accepted under any circumstances. A Bidder must assume full responsibility for timely delivery in the manner and to the location specified in this Part 2 Form.

*Name of Bidder*

**PART 2 FORM**

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**1. Basic Applicant Information**

*Name of Applicant*

*Name of Authorized Representative*

*Telephone No.*

*Fax No.*

*Email Address*

*Cell Phone No. (optional)*

\_\_\_\_\_  
*Name of Bidder*

## 2. Bid Security

### RFP Pre-Bid Letter of Credit:

The Bidder who is submitting a Part 2 Proposal must provide Pre-Bid Security in the form of cash or an executed Pre-Bid Letter of Credit that either uses the standard form as provided in Appendix 3 to the RFP Rules, or that incorporates only those modifications to the standard form acceptable to the Companies.

The Bidder is submitting Pre-Bid Security in the form of: (check **one**):

- cash;
- an executed Pre-Bid Letter of Credit using the standard form; or
- an executed Pre-Bid Letter of Credit incorporating only approved modifications.

### Amount of the RFP Pre-Bid Letter of Credit

The amount of the Pre-Bid Security must be equal to 10% of the security required under the SPAECPSA relevant to the maximum number of Tranches that Bidders are proposing to supply in the Part 2 Proposal.

*Name of Bidder*

Release of the RFP Pre-Bid Security

The Independent Evaluator or the Companies will release the RFP Pre-Bid Security as soon as practicable if the PaPUC rejects the results of the RFP. If the PaPUC accepts the results of the RFP and the Bidder has won tranches in the RFP, the Pre-Bid Security of a Bidder will be released the business day after the Bidder executes the SPAECPSA and meets the creditworthiness requirements under the SPAECPSA. If the Bidder has not won tranches in the RFP, the Pre-Bid Security will be released the business day after the PaPUC decision.

Please provide any special instructions for returning the RFP Pre-Bid Security in the space below.

*Name of Bidder*

### 3. Additional Requirements

**THESE CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE BIDDER**

#### Representations of the Officer of the Bidder

- (1) I certify that I am authorized to submit the Part 2 Proposal on behalf of the Bidder and I am authorized to bind the Bidder.
- (2) I certify that all information provided in the Part 2 Proposal is true and accurate to the best of my knowledge and belief.
- (3) I certify that any Bid submitted in the RFP creates a binding and irrevocable offer to provide service under the terms set forth in the SPAECPSA. If the PaPUC approves the results of the RFP, a binding and enforceable contract to provide service with respect to the number of tranches for which the Bidder is a winner will arise under the SPAECPSA at the final RFP prices.
- (4) I certify that the Bidder's Part 2 Proposal will remain in full force and effect until: (i) the PaPUC has accepted the results of the RFP and the Bidder did not win any Tranches; or (ii) the PaPUC has accepted the results of the RFP, the Bidder won Tranches, the Bidder has executed the SPAECPSA, and the Bidder has satisfied the creditworthiness standards of the SPAECPSA; or (iii) the PaPUC has rejected the results of the RFP; but (iv) in no event less than five (5) business days after the close of bidding for the RFP.
- (5) I certify that the Bidder is bidding independently and does not have information concerning a Proposal or Bids being submitted by another Bidder in the RFP. I acknowledge that this certification must be binding and in effect until the Commission has rendered a decision on the RFP results.
- (6) I certify that except for any communication with its financial institution for the purpose of preparing security for the RFP, the Bidder has not disclosed and will not disclose publicly or to any other party any information relating to its Proposal or its Bids, which could have an effect on whether another party submits a Proposal to participate in the RFP, on whether another party submits Bids in the RFP, or on the contents of the Proposal that another Bidder would be willing to submit to participate in the RFP. I acknowledge that this certification must hold until the PaPUC has disclosed the names of the winning suppliers and the winning bid prices of the RFP.

*Name of Bidder*

- (7) I certify that the Bidder will hold confidential any results or data from the RFP, until such time that the results or data are released by the PaPUC and are no longer confidential. Such information includes any information that a Bidder acquires as a result of participating in the RFP Process, whether in writing or verbally, and that has not been made public by the Independent Evaluator or the PaPUC.
- (8) I certify that if the Bidder wins tranches in the RFP, the Bidder will demonstrate compliance with the creditworthiness requirements set forth in the SPAECPSA within three (3) business days of the PaPUC approval of the results for the RFP.
- (9) I certify that the Bidder will not substitute another entity in its place, transfer its rights to another entity, or otherwise assign its status as a Bidder to another entity.
- (10) I certify that, if for any reason or due to any circumstance, any information provided in the Part 1 Proposal changes or any certification fails to remain valid, the Bidder will notify the Independent Evaluator of such changes at least three (3) business days before the Part 2 Date and will provide the updated information at least one (1) business day before the Part 2 Date.
- (11) I certify that I have read the RFP Rules and I certify that the Bidder accepts all of the terms of the RFP Rules and agrees to comply without modifications.

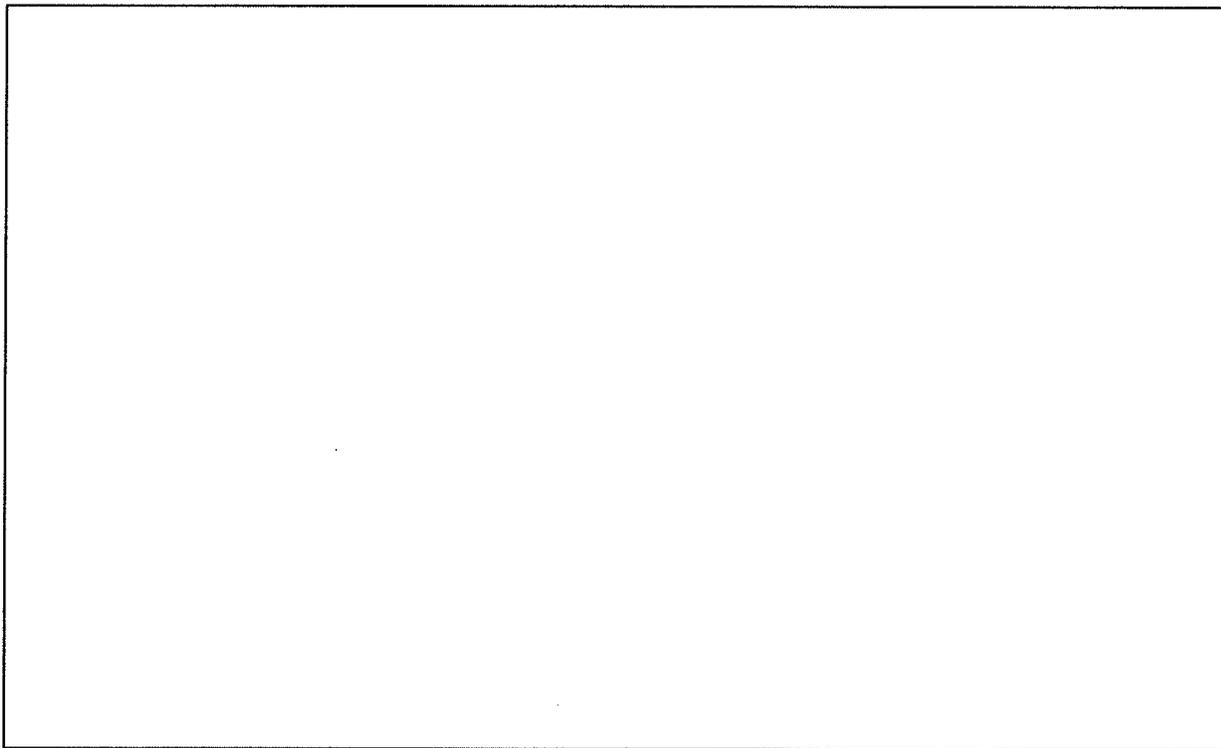
\_\_\_\_\_  
Signature of Officer

Date

*Name of Bidder*

**4. Justification of Omissions**

If you are unable to certify to any of the representations required in the Part 2 Proposal, please justify fully any omissions in the space provided below.

A large, empty rectangular box with a thin black border, intended for the bidder to provide a justification for any omissions from the Part 2 Proposal. The box is currently blank.

Name of Bidder

**5. Bid Submittal Sheet**

Maximum Number of Tranches Offered by Bidder:  
(Not to Exceed 75% of Tranche Target, i.e., [XX] tranches)

Bid Price in \$/SPAEC (rounded to the nearest cent):

*(SPAEC is Solar Photovoltaic Alternative Energy Credit)*

Is this an All-or Nothing Bid?

**Yes, it is all-or-nothing.**

*(An "all or nothing" designation does not apply to more than 4 tranches. For any Bids that exceed 4 tranches and are designated as "all or nothing," the "all or nothing" portion of the Bid applies to the first 4 tranches only. In other words, the Bid may be accepted for the supply of 4 or more tranches "up to" the maximum number of tranches bid.)*

No, this bid applies to any quantity up to the maximum stated quantity.

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Signature of Officer

Date

*Name of Bidder*

***Checklist***

This is a checklist of documents to be enclosed in the Part 2 Proposal.

- 3 originals** of the completed Part 2 Form (with original signatures) [*Instructions Part I*]
- Pre-Bid Security** in the form of **cash** or an **Original Executed RFP Pre-Bid Letter of Credit** for the account of the Bidder that either uses the standard form as provided in Appendix 3 of the RFP Rules, or a RFP Letter of Credit that incorporates only those modifications to the standard form acceptable to the Companies. (Required of all Bidders applying to the RFP) [*Section 2*]

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***End of Part 2 Form***