



Duquesne Light Company RFP Procedures

**To Obtain Conservation Service Provider(s) to implement all or part of
Duquesne's Energy Efficiency and Conservation Plan for the Residential
School Program**

January 8, 2010

Duquesne Light Company RFP Procedures

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These final RFP procedures comport in all respects with the Pennsylvania Public Utility Commission Opinion and Orders of December 18, 2008 and January 15, 2009 at Docket Nos. M-2008-2074154 and M-2008-2069887.

I. EXECUTIVE SUMMARY

Duquesne Light Company (Duquesne) is seeking in this Request-For-Proposal (RFP) to procure a Conservation Service Provider(s) (CSP) to provide a school program that enables residential customers to increase energy efficiency or reduce energy consumption and will implement the Energy Efficiency and Conservation Plan (EE&C Plan) according to the terms approved by the Pennsylvania Public Utility Commission's (Commission) orders dated December 18, 2008 and January 15, 2009 at Docket Nos. *Docket Nos. M-2008-2074154 and M-2008-2069887*, respectively.

The school program energy efficiency impacts take place in student homes when families adopt energy efficiency measures students learn about at school. Through the school program, students learn about energy efficiency, participate in a school fundraising drive, and help their families to implement energy-saving measures at home. Major program elements include:

- Launch: Schools announce the program with a kick-off assembly
- Learn: Students engage in hands-on lessons linking scientific concepts with practical implications
- Pledge: Families sign a pledge to install energy efficiency measures contained in an energy saving toolkit
- Track: A graphic display at school shows the number of pledge forms returned to school by students and progress toward school fundraising, energy savings and greenhouse gas reduction goals
- Reward: Schools receive energy efficiency incentive funds for the pledges returned
- The CSP is expected to work with Duquesne to identify schools and conduct meetings and conference calls to participate in the program.
- The program is provided at no cost to participating customers

CSPs interested in participating in the RFP are required to express their non-binding interest to bid by completing and submitting the Expression of Interest Form (*See Appendix A*). This form includes contact information so that Duquesne can communicate with potential CSPs. CSPs can provide this information on-line, via email, or via facsimile. A CSP will not be eligible to submit a bid until, among other things; it has submitted an Expression of Interest Form to Duquesne.

Duquesne is required to conduct the RFP pursuant to the Commission's Implementation Order at Docket No. M-2008-2069887. These RFP Procedures have been appropriately written

to comport in all respects with the Commission's Orders at Docket Nos. *M-2008-2074154 and M-2008-2069887*.

The key terms of the RFP are:

Bid Due Date – Duquesne currently expects to require potential CSPs to submit their bids no later than February 5, 2010 at 11:00 a.m. Eastern Prevailing Time (EPT).

Service Period – The time period the winning CSP(s) agrees to implement the EE&C Plan.

Service Obligation – RFP winners will provide services in order to implement the EE&C Plan, meaning it will provide information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company.

CSP Registry – During the Service Period, the CSP must be a member in good standing of the PUC's CSP Registry. Information on the CSP Registry can be found on the Commission's website at www.puc.state.pa.us at Docket No. M-2008-2074154.

Bid Evaluation – Duquesne plans to select winning CSPs based upon CSP quality of prior performance, timeliness of performance, quality of proposed work plan or approach, knowledge, background and experience of the personnel to be utilized, cost, and other factors as deemed relevant.

Bid Price(s) – Each CSP bid must be in the form of pay-for-performance arrangement.

CSP Contract – Winning CSP(s) will be required to sign a standardized, non-negotiable service agreement (Agreement) with Duquesne. Duquesne will not negotiate changes to the final Agreement during the RFP process.

Affiliate Participation – None of Duquesne's affiliates will be eligible to bid in this RFP.

Commission Approval – Duquesne plans to seek Commission approval of the RFP Procedures. The RFP Procedures as well as the Agreement will be subject to the Commission approval.

II. A WINNING CSP WILL PROVIDE SERVICE FOR THE IMPLEMENTATION OF THE EE&C PLAN CORRESPONDING TO THE TYPE OF SERVICE WON IN THE RFP.

A. Payments to winning CSP(s) will be based on a pay-for-performance contract.

III. TENTATIVE RFP SCHEDULE

Below is the proposed schedule for the RFP process:

RFP Bid Process

Letters to potential CSPs	January 8, 2010
Expression of Interest Form completed	January 18, 2010
Confidentiality Agreement Executed	January 18, 2010
Pre Bid Application Form Completed	January 18, 2010
Bids due	February 5, 2010
Winning CSP(s) selected	February 12, 2010
Agreements(s) sent to Pa PUC	February 15, 2010
Agreement(s) signed	No later than April 2, 2010

IV. BEFORE THE RFP DUE DATE

A. Overview of CSP Eligibility

The purpose of the eligibility process is to provide information to the potential CSPs regarding their eligibility to bid. An Applicant (as defined in the attached Pre-Bid Application Form) is eligible to bid if, in a timely and complete fashion, it:

- a) submits an Expression of Interest Form (Appendix A),
- b) executes and delivers the Confidentiality Agreement (Appendix B),
- c) submits the Pre-Bid Application Form (Appendix C) and associated information requested.

Expression of Interest Form

CSP(s) interested in participating in the RFP are required to express their non-binding interest to bid by completing and submitting the Expression of Interest Form (Appendix A). The form is intended to provide Duquesne with contact information so that Duquesne can communicate with potential CSPs in an efficient manner. CSP(s) can provide this information on-line, via email, or via facsimile. A CSP will not be eligible to submit a bid until, among other things, it has submitted an Expression of Interest Form to Duquesne.

B. Confidentiality Agreement

Each CSP will be required to sign a Confidentiality Agreement with Duquesne in the form attached hereto as Appendix B. A CSP will not be eligible to submit a bid until, among other things, it has executed and delivered the Confidentiality Agreement.

C. Pre-Bid Application Form

All interested CSPs must complete a Pre-Bid Application Form (*See* Appendix C) in order to be eligible to participate in the RFP. Interested CSPs will be asked to submit financial information about the Certifying Company as detailed in the Pre-Bid Application Form so that Duquesne can assess their creditworthiness. In addition, CSPs will be asked to comply with other qualification criteria including agreeing to comply with all rules of the RFP and to certify that they will bid independently of other parties.¹

The Pre-Bid Application Form and the requested information must be submitted to Duquesne no later than 11:00 a.m. January 18, 2010. All submitted information must be in the English language, and all financial data must be denominated in United States currency and conform to generally accepted accounting principles (GAAP) in the United States. If the Certifying Company's financial information is consolidated with other entities, then it is the CSP's responsibility to extract and submit as separate documents all data and information related solely to the Certifying Company. This must include all financial information, associated notes and all other information that would comprise a full financial report conforming to GAAP. In the event the Certifying Company's information is not submitted by the due date or is submitted in an incomplete fashion, the CSP will be eliminated from further consideration in the RFP.

¹ For clarification, a CSP can hedge its proposed bid with another CSP involved in the RFP process, but CSPs may not cooperate in establishing bid price levels.

Therefore, it is in each CSP's interest to submit its pre-bid information early in the process, allowing some time to cure incomplete information before the Pre-Bid Application Form due date.

D. Qualification of CSP

Interested entities must submit an application to the Commission for approval as a registered CSP. A potential CSP does not have to be in the registry prior to the RFP process, but must be able to apply and be approved as a CSP in the Commission's CSP Registry upon signing the Agreement. The Commission requires all CSP registry applicants to provide the following information. (1) Legal name of the applicant; (2) Trade or Commercial (Fictitious or Doing Business As names used; (3) Pennsylvania business address; (4) Principal place of business; (5) The name, title, business address and phone number for principal officer(s), partner(s) or director(s) of the applicant; (6) Name, business address, telephone number, fax number and email address for a Pennsylvania regulatory contact and for an agent for service of process; (7) Names of parent and subsidiary companies and affiliates that are CSPs and EDCs; (8) Completed application form, including affidavit of officer attesting to the accuracy of information provided; (9) Registration fee in a form prescribed in 52 Pa. Code § 1.42; (10) Copy of documentation from the Pennsylvania Department of State demonstrating that the applicant is registered to do business in Pennsylvania;² (11) Copy of documentation from the Pennsylvania Department of State demonstrating that any fictitious name to be used by the applicant is registered to the applicant in Pennsylvania.³

E. Information Duquesne Provides To CSP

Information related to Duquesne's Energy Efficiency and Conservation and Demand Response Plan can be found on the website at: <http://www.duquesnelight.com/customerservices/Act129/default.cfm>. Information related to this RFP will be posted on Duquesne's RFP website: www.duquesnelight.com. On this website,

² A copy of any document from the Department of State documenting the Applicant's Department of State entity number is adequate. Certified copies of Pennsylvania Department of State documents are not required as the applicant will be verifying all information provided pursuant to 52 Pa. Code § 1.36.

³ *Id.*

certain general information about the RFP will be accessible to all parties, including the RFP Procedures and related RFP documents:

- a. Expression of Interest Form
- b. Confidentiality Agreement
- c. Pre-Bid Application Form
- d. Bid Form Spreadsheet
- e. Binding Bid Agreement

V. BIDDING RULES AND PROPOSAL SUBMISSION

This section provides an overview of the bidding rules and bid format.

A. Bid Format

Please include the following information in your bid:

1. Introduction to your Company (Background information about your Company, Past Experiences with School Education Programs, Target market, customer, and geographic area to be served by program)
2. Program Approach (Detailed description of proposed program – how you will achieve program goals, Proposed timeline, Quality Assurance Plan, Marketing Plan. **Projected Program Impacts Table** below for reference)
3. Cost Proposal using the **Projected Program Budget Table** below
4. Qualifications of members of your company, proposed staffing

Projected Program Impacts Table

Program Year	2009	2010	2011	2012	Total
On-Peak Demand Reduction (kW)	608	1,215	1,215	1,215	4,253
Energy Savings (kWh)	675,000	1,350,000	1,350,000	1,350,000	4,725,000

Projected Program Budget Table

Program Year	2009	2010	2011	2012	Total
Incentives to Schools	\$90,000	\$180,000	\$180,000	\$180,000	\$630,000
Administrative Budget*					

***Please supply your administrative costs to perform program by year. This must be included with your RFP response.**

B. Affiliate Participation

None of Duquesne’s affiliates will be eligible to bid in this RFP.

C. Treatment of Minority Businesses

Duquesne encourages bids from “disadvantaged businesses” (i.e., minority-owned, women-owned, persons-with-disability-owned, small companies, companies located in Enterprise Zones, and similar entities) consistent with the Commission’s Policy Statements at 52 Pa. Code 69.804, 69.807 and 69.808.

D. Submittal of Proposals

All bids are firm offers, binding pursuant to the Binding Bid Agreement, and due via e-mail by February 5, 2010. E-mail bids should be submitted to Patricia Jordan at pjordan@duqlight.com. The deadline will be strictly enforced and Duquesne will only consider bids submitted on or before the designated time. In the event of technical difficulties in submitting bids, a CSP may, as an alternative, fax its bid prior to the 11:00 a.m. deadline. Agreement terms and conditions are non-negotiable. Bids conditioned in any manner, including any changes to the Agreement, will be rejected. Accompanying each bid, each CSP must include a signed Binding Bid Agreement provided in Appendix E. Each CSP is requested to attach an electronic copy of its executed Binding Bid Agreement to its E-mail bid submission.

E. Conforming Proposals

For a CSP’s bid to be deemed a conforming proposal, it must be complete, including:

- a) the Bid Form Spreadsheet, completed in full and without modification (Appendix D);
- b) an executed Binding Bid Agreement (Appendix E).

A conforming proposal must be submitted by the bid deadline, must not be conditioned in any manner, and must be submitted by a qualified CSP as described in Section IV of this document. Proposals deviating from the above criteria will be deemed non-conforming and eliminated from further consideration. Any such elimination will be communicated by Duquesne to the relevant CSP(s) and will be final.

VI. AFTER RFP BIDS ARE RECEIVED

A. Duquesne Confirmation of Proposal Submission

Duquesne will confirm receipt of a CSP's proposal via email. As indicated on each Bid Form Spreadsheet, each CSP will provide a contact name and email address that will be used for the receipt confirmation.

B. Overview of Bid Evaluation

Duquesne will designate and weigh factors in selection criteria and will consider (1) quality of prior performance and reputation in the field, (2) timeliness of past performance, (3) quality of the proposed work plan or approach, (4) knowledge, background, and experience of the personnel to be utilized, (5) cost, (6) depth of personnel and participation by senior members of the entity, (7) grasp of scope of work in terms of commitment and (8) general personal connection and perceived ability to work together; and (9) other factors as deemed relevant.

The weigh factors in selection criteria will be evaluated on a percentage basis. Each criterion will be allocated a percentage corresponding to the numbers listed above, respectively: (1) 15%; (2) 2.5%; (3) 25%; (4) 15%; (5) 20%; (6) 10%; (7) 5%; (8) 5% and (9) 2.5%.

C. Selection of Winning CSPs

Duquesne will notify each CSP of its selection on or before February 12, 2010. Duquesne expects to execute the Agreement with each winning CSP by April 2, 2010.

D. Contract Execution

Each winning CSP will be required to execute and deliver a standardized Binding Bid Agreement with Duquesne. Duquesne will not negotiate changes to the final Agreement during the RFP process. The Agreement contains the parties' rights and obligations. Duquesne expects to execute the final Agreement with each winning CSP by April 2, 2010.

E. Duquesne's Filing at the Commission

Duquesne will seek Commission approval of the RFP Procedures herein. It is Duquesne's intention that the review process will focus on whether the RFP was implemented in accordance with these RFP Procedures and whether the RFP appears to have generated a result that is consistent with competitive bidding.

F. Duquesne will seek Commission approval

Duquesne filed its Energy Efficiency and Conservation and Demand Response Plan with the Commission on June 30, 2009 at Docket No. M-2009-2093217.

G. Termination of the Agreement

Each Agreement between Duquesne and a winning CSP will terminate pursuant to the terms of the Agreement.

H. Contingency Plan

In the event that Duquesne does not receive any bids in this RFP, it will submit an alternative plan to the Commission.

VII. MISCELLANEOUS

A. Elimination Right

If in the course of the solicitation process, any CSP is found to provide false information, misrepresent its financial or operational characteristics or omit any pertinent information, Duquesne reserves the right to eliminate such CSP from the RFP process. Duquesne reserves the right to reject any bids or terminate any performance due to cause.

B. Warranty on Information

The information provided in the RFP, or on Duquesne's RFP website, has been prepared to assist CSPs in evaluating the RFP. It does not purport to contain all the information that may be relevant to a CSP in satisfying its due diligence efforts. Neither Duquesne nor its representatives makes any representation or warranty, expressed or implied, as to the accuracy or

completeness of the information, and neither shall be liable for any representation expressed or implied in the RFP or any omissions from the RFP, or any information provided to a CSP by any other source.

Neither Duquesne nor its representatives shall be liable to a CSP or any of its representatives for any consequences relating to or arising from the CSP's use of any such information.

C. Hold Harmless

Each CSP shall hold Duquesne harmless from and against any and all damages and costs, including but not limited to legal costs, in connection with all claims, expenses, losses, proceedings or investigations that arise as a result of a winning CSPs performance.

D. CSP's Acceptance

The submission of a proposal to Duquesne shall constitute a CSP's acknowledgment and acceptance of all the terms, conditions and requirements of this RFP as described in the RFP Procedures.

Each CSP and its representatives irrevocably agree to submit to the personal jurisdiction of any Pennsylvania State or Federal court and any appellate court thereof in respect of any action, dispute or proceeding arising out of this RFP process, including but not limited to the execution, implementation and performance of the Agreement.

E. Confidential Information

This document is provided to each CSP under and pursuant to the terms of the Confidentiality Agreement relating to Duquesne's RFP process that was previously executed and delivered by each CSP and Duquesne. Subject to the Confidentiality Agreement, all proposals submitted by each CSP pursuant to this solicitation shall become the exclusive property of Duquesne.

F. Cooperation in Obtaining Regulatory Approvals

Each CSP agrees to cooperate, to the fullest extent necessary, in obtaining any and all required State, Federal or other regulatory approvals necessary under or contemplated by the Agreement.

G. Contact Information

Questions and comments regarding Duquesne's RFP should be submitted in writing and be directed to:

Duquesne Light Company
Patricia Jordan
2515 Preble Ave MD: NM-MS
Pittsburgh, PA 15233
Email: pjordan@duqlight.com
Phone: 412-393-8909
Fax: 412-393-8644

Appendix A. Expression of Interest Form

To: Duquesne Light Company
c/o Patricia Jordan
2515 Preble Ave MD: NM-MS
Pittsburgh, PA 15233
412 393-8644 (fax)
pjordan@duqlight.com

This response is an indication of our interest in Duquesne Light Company's Request for Proposals to provide Conservation Service Provider Services as part of Duquesne Light's Energy Efficiency and Conservation Plan for the School Program.

Company*:

Contact Name*:

Contact Title*:

Address*:

City*:

State*:

Zip*:

Phone Number*:

Fax Number*:

E-mail Address*:

**Note completion of all fields is required.* This information may be emailed or faxed. After Duquesne Light Company's receipt of this Expression of Interest Form, Duquesne will execute a Confidentiality Agreement with the respondent so that the respondent.

Appendix B. Confidentiality Agreement

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into as of ____, 2010 by and between the Companies whose signatures appear below (separately referred to as “Party” or jointly as “Parties”).

WHEREAS, the Parties are considering entering into a negotiated transaction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Definition of Confidential Information. For the purposes of this Agreement, “Confidential Information” shall mean any information disclosed by one of the Parties (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with evaluating the potential negotiated transaction, whether disclosed orally or by way of observation, or in written, graphic, machine-readable or any other tangible medium, including without limitation data, designs, memoranda, models, prototypes, hardware, tools or tooling technology, and all analyses, compilations, forecasts, data, transmission data, studies, notes, translations, memoranda, or other documents or materials prepared by the Receiving Party containing or based on, or generated or derived from, in whole or in part, any such information disclosed.

2. Exceptions. Confidential Information shall not include information which:

- a. is or becomes available in the public domain through no act of the Receiving Party;
- b. is independently developed by or on behalf of the Receiving Party without any use of Confidential Information of the Disclosing Party; or
- c. was acquired by the Receiving Party from other than the Disclosing Party prior to the time of its disclosure by the Disclosing Party, as shown by files of the Receiving Party in existence at the time of disclosure, and at a time when the Receiving Party was under no obligation to the Disclosing Party to keep such information confidential.

3. Obligations. Each Party shall:

- a. treat Confidential Information of the other Party with the same degree of confidentiality with which it treats its own Confidential Information (except that it shall not release such Confidential Information pursuant to this or any other Agreement), and in no case less than a reasonable degree of confidentiality;
- b. use Confidential Information only in connection with evaluating the potential negotiated transaction between the Parties;

c. not copy Confidential Information, in whole or in part, except as required in furtherance of the uses thereof permitted by this Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;

d. limit dissemination of Confidential Information received from the Disclosing Party to only those of its employees and outside consultants who have a need to know the Confidential Information in furtherance of the uses thereof permitted by this Agreement (such existing, future and former employees and outside consultants being bound by the terms of this Agreement); provided, however, that the Receiving Party shall in all events be responsible to the Disclosing Party for any action or inaction of the Receiving Party's existing, future and former employees and outside consultants that would violate this Agreement, as if the action or inaction had been that of the Receiving Party directly;

e. not disseminate any Confidential Information to marketers; and

f. destroy or return to the Disclosing Party any Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the Disclosing Party, except for a single set of copies which the Receiving Party may retain solely as an archival record of materials submitted.

4. Legally Required Disclosure. If the Receiving Party or any of its representatives becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement and shall cooperate with the Disclosing Party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party agrees that it and its representatives will disclose only that portion of the Confidential Information as is legally required. Any legally compelled disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

5. Errors and Omissions. Nothing in this Agreement shall be construed to impose on the Disclosing Party any liability or responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

6. Term. This Agreement shall be effective as of the date hereof and shall continue for a period of one (1) year, unless mutually agreed in writing by the Parties to be extended.

7. Survival. The restrictions and obligations of Paragraphs 3 and 4 of this Agreement shall survive the expiration of this Agreement, and shall continue to bind the Parties, their successors, heirs and assigns, for a period of five (5) years after the date of expiration.

8. Ownership of Confidential Information. Each of the Parties acknowledges that Confidential Information of the Disclosing Party is and shall remain the exclusive property and a valuable trade secret of the Disclosing Party, and is disclosed subject to the Disclosing Party's

ownership rights. Nothing herein shall grant, explicitly or implicitly, any ownership right in, or license to use, the Confidential Information.

9. No Agency. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into a partnership, agency, employment or joint venture relationship between the Parties, to make or purchase any products or services by any Party or to make any commitment by any Party with respect to the present or future marketing of any product or service.

10. No Assignment. No Party may assign any of its rights or delegate any of its obligations under this Agreement, except upon the prior written consent of the other Party.

11. Equitable Relief. Each Party acknowledges that the Disclosing Party would be irreparably injured by a breach of this Agreement by the Receiving Party, and that the Disclosing Party, in addition to any other remedies available at law or in equity, shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the Receiving Party.

12. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement.

13. Notices. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via overnight mail at the following addresses:

If to Duquesne Light Company: (including affiliates and subsidiaries)	411 Seventh Ave, 16-1 Pittsburgh, PA 15219 Attn: Legal Department
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If to _____: (including affiliates and subsidiaries)	_____ _____ _____ Attn: _____
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or any such other addresses as a Party may designate by notice to the other Party. Such notices or other communications shall be deemed given when actually delivered or, if earlier, three (3) business days after mailing.

14. Integration. This Agreement supersedes all previous oral and written agreements, if any, between the Parties regarding the confidentiality of information disclosed during the term and for the purposes described herein to each other.

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws principles. Any litigation shall be filed and pursued solely in state or federal court in Pittsburgh, Pennsylvania.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

DUQUESNE LIGHT COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Appendix C. Pre-Bid Application Form

The Pre-Bid Application Form and the requested information must be submitted to Duquesne no later than 11:00 a.m. EPT on January 18, 2010. All financial data must be denominated in United States currency and conform to generally accepted accounting principles (GAAP) in the United States. **It is in each Applicant's interest to submit pre-bid information early in the process, allowing some time to cure incomplete information before the Pre-Bid Application Form due date.** Applicants will be notified whether they succeeded in qualifying to participate in the RFP. Duquesne reserves the right to reject or disapprove any potential bidder based on qualifications or any other reason.

The following information is submitted on behalf of the following CSP:

_____ (the "Applicant").

1. Applicant Information

Type of Business (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Other (please describe)

Applicant Organization

Legal Corporate Name:
Street Address:
City, State, Zip Code:
Federal Tax ID Number:

For Corporation/Limited Liability Companies

Date and State of Incorporation/Registration:
Registered Agent Name:
Street Address:
City, State, Zip Code:

For Limited Partnerships

Name of General Partner:
Address of General partner/Registered Agent:
City, State, Zip Code:

2. Qualification Information:

The applicant is required to submit information of its qualifications and capabilities of providing the services requested. It is requested that the following information be submitted:

1. Previous clients;
2. Work and services previously performed;
3. What individuals would provide services under the contract and their experience and resumes;
4. Overview and special attributes your firm provides;
5. References and their contact information; and

6. Any proposed work plan or outline the bidder deems helpful.

3. Credit Information

The Applicant is required to submit for the Certifying Company financial statements for the past two years. Please include a D&B report.

4. Certifications (Check each certification the Applicant is able to make)

_____ The Applicant hereby certifies that it will comply with the RFP Guidelines as approved by the Pennsylvania Public Utility Commission.

_____ The Applicant hereby certifies that it will bid independently of other suppliers in the RFP and will, consistent with the terms of the Confidentiality Agreement that was previously executed and delivered by Duquesne and the Applicant, ensure the confidentiality of information regarding the RFP.

5. Authorization

Applicant hereby represents and warrants that all statements and representations made herein, including any supporting documents, are true to the best of Applicant’s knowledge and belief. The undersigned authorized official of the Applicant warrants that the Applicant agrees to be bound by these representations. The Applicant authorizes each of the above entities identified in this application to release data requested by Duquesne Light Company necessary to perform a qualification check in connection with Applicant’s interest to bid on CSPs to supply Duquesne’s Energy Efficiency/Conservation needs.

Applicant: _____

Signature of Authorized Official: _____

Name of Authorized Official (*print*): _____

Title of Authorized Official (*print*): _____

Date Signed: _____