



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

LEGAL SERVICES

VIA FEDEX NEXT DAY

August 27, 2010

RECEIVED

AUG 27 2010

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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

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

Dear Secretary Chiavetta:

Enclosed for filing please find four copies of a contract between West Penn Power Company d/b/a Allegheny Power and Eaton Corporation, a conservation service provider ("CSP") registered with the Commission.

The contract is for the provision of energy audits for commercial and industrial facilities to enable implementation of energy efficiency measures to support Allegheny's Energy Efficiency and Conservation Program.

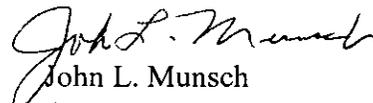
The contract was awarded pursuant to a competitive bidding process. The contract documents include a provision that Eaton Corporation is not affiliated with a Pennsylvania electric distribution company ("EDC") and the contract contains a provision that the contract is automatically terminated in the event of Pennsylvania EDC affiliation during the contract term. The contract also provides that Eaton Corporation will maintain its CSP registration with the Commission during the term of the contract. For ease of reference the two pages of the contract material providing the protections described above are attached to this cover letter as well as being contained in the body of the contract documentation.

Rosemary Chiavetta, Secretary
August 27, 2010
Page 2

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

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

Respectfully submitted,


John L. Munsch
Attorney

JLM:sac

Enclosures

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

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Vendor Name Eaton Corp.

Date July 13, 2010

Contact Person TIMOTHY JOHN HRONEK

St Address 1000 CHERRINGTON PARKWAY

City, St, Zip MOON TOWNSHIP, PA 15061

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for

Allegheny Power Contract # 4600002632

Act 129 defines a CSP as "an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company." 66 Pa.C.S. § 2806.1(m). As the Commission and EDCs must be able to identify the type of entity a CSP is and confirm that it is not owned, partnered or affiliated with an EDC, the Commission requires all CSP's to provide the following information for contract approval.

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

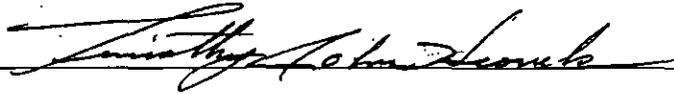
1. Legal name of the applicant EATON CORPORATION

2. Principal place of business 1000 CHERRINGTON PARKWAY

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

EATON ELECTRICAL SERVICES AND SYSTEMS

PUC - DOCKET# A-2009-2113248

Signature: 

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

12. Bidder's Acceptance & Requirements

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

13. Permits, Licenses and Compliance with the Law

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

14. Proprietary Information

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

15. General Term and Conditions

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

16. Bidders not EDC affiliates

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

Act 129 Contract

Vendor: Eaton Corp.

Vendor Address: 130 Commonwealth Dr.
Warrendale, PA 15086-7501

Scope of Work: Commercial and Industrial Energy Audits.

Table of Contents

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

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

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

Page 1 of 3
Contract#
4600003021

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

EATON CORP
130 COMMONWEALTH DR
WARRENDALE PA 15086-7501

Your Vendor Number with us
10009909

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

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Bill and Mail Invoices to :

Buying Company :

West Penn Power Company

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

Change to Contract

Purchasing Document	Date
4600003021	04-01-2010
Purchasing Buyer	Telephone
Barbara Crowe	724-830-5051
Fax number	Our Reference
724-850-3707	TKIRKPA-REL

E-Mail
bcrowe@alleghenypower.com

Validity Start	Validity End
04-01-2010	05-31-2011

Changed On 04-14-2010

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

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

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

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

IncoTerms : SVC Freight Not Applicable N

Currency : USD

Terms of Payment : Within 30 days Due Net

Target Value : [REDACTED]

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

AUTHORIZED BY: _____

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

Requisitioner Copy

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

Header text

This change order on 04/14/10 is issued to revise payment terms to Net 30 days. Contract language below has been revised to reflect this change.

Reference letter dated 04/14/10 from Timothy Hronek.

All other terms and conditions of this contract remain unchanged.

**COMMERCIAL AND INDUSTRIAL ENERGY AUDITS
FOR PA ACT 129**

This Contract is issued for commercial/industrial energy audits to support the Watt Watcher Commercial and Industrial Customer Application Program within the PA Act 129 Energy Efficiency and Conservation Program as outlined in the "Request for Proposal Energy Audit Services for Pennsylvania Act 129, Customer commercial/Industrial Program dated October 5, 2009."

This contract will be valid commencing on the contract date, and continue for one (1) Program calendar year with an expiration date of May 31, 2011.

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

PAYMENT TERMS ARE NET 30 DAYS.

Allegheny Energy Service Corporation General Terms and Conditions as modified by Addendum as negotiated by Eaton Corporation and Allegheny Energy Service Corporation (April 2008) shall apply.

Background Investigation Requirements for Nonemployees shall apply with exceptions as outlined in letter dated 10/08/09 from Timothy Hronek.

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

1. PowerAdvocate Event 20284: Energy Audit Services for PA Act 129 Commercial and Industrial Program (BMC483-S), including Addenda.
2. Allegheny Energy Service Corporation General Terms and Conditions as modified by Addendum as negotiated by Eaton Corporation and Allegheny Energy Service Corporation (April 2008).
3. Mutual Nondisclosure Agreement.
4. Safety and Health Commitment.
5. Background Investigation Requirements for Nonemployees with exceptions per letter dated 10/08/09 from Timothy Hronek.
6. Agency Verification of Background Check Completion form.
7. Eaton's Substance Abuse Policy.
8. Proposal submitted by via PowerAdvocate with revised pricing per letter dated January

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

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

Page 3 of 3
 Contract#
 460003021

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

14, 2010 from Tim Hronek.

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

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

PLEASE NOTE: There is only one line item on this contract (Line 20).

Header note

MAXIMUM EXPENDITURE [REDACTED]

REFERENCE: PURCHASE REQUISITION 10331099
 (ORIGINAL PURCHASE REQUISITION 10285824)

Item	Material	Target Qty	Order Qty.	Unit	Unit Price	Net Value
00020				AU	\$0.00	\$0.00

Description : M&V for Custom App Programs

Required Date :

Purch. Req. Number : 10331099

Purch. Req. Item : 00020

The item covers the following services :

Service Item	Service Number	Service Description	Unit of Measure	Rate
20	3030588	PRINCIPAL ENGINEER		\$.00
30	3030589	STAFF ENGINEER		\$.00
40	3030590	ENGINEER IN TRAINING		\$.00
50	3010341	TECHNICIAN-ST		\$.00
60	3030591	DESIGNER-DRAFTSMAN		\$.00
70	3030592	ADMINISTRATIVE CLERICAL		\$.00

End of Change to Contract

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

Requisitioner Copy

RECEIVED

AUG 27 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ALLEGHENY ENERGY SERVICE CORPORATION

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this 6 day of March, 2010, by and between Allegheny Energy Service Corporation, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and Eaton Corporation an Ohio corporation, (dba. Eaton Electrical Services and Systems)

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

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

WHEREAS, both Eaton Corporation and AE Companies are prepared to disclose certain of this CONFIDENTIAL INFORMATION to the other party under the following conditions,

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

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

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

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such Confidential Information is made available will be made aware of the

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

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

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

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

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

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

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

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

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

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

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

EATON CORPORATION

ALLEGHENY ENERGY SERVICE CORPORATION

By:





Printed Name: Timothy J. Hronek

Printed Name: Robert J. Holsley

Title: Senior Energy Consultant

Title: Director, Customer Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2010

PRODUCER
MARSH USA INC. (216) 937-1515
200 PUBLIC SQUARE
SUITE 1100
CLEVELAND, OH 44114

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

123456-CHESS-MULTI-10-11

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
EATON CORPORATION
EATON ELECTRICAL INC., EATON ELECTRICAL SYSTEMS & SERVICES (EESS), EATON POWER QUALITY CORP AND ALL OTHER DIVISIONS, SUBSIDIARIES, AND CONTROLLED ASSOCIATE COMPANIES.
EATON CENTER
1111 SUPERIOR AVE.

INSURER A: Old Republic Insurance Co

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

E

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWZY 58658	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 6,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE <input checked="" type="checkbox"/> COMP/COLL- NO	MWTB 20814	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	MWC116503 00 ""SELF-INSURED: OH"" ""MONO STATES: IN STATE ""WHERE APPLICABLE""	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATL-ILIBRY LIMITS <input type="checkbox"/> OTH-FR EL EACH ACCIDENT \$ 5,000,000 EL DISEASE - EA EMPLOYEE \$ 5,000,000 EL DISEASE - POLICY LIMIT \$ 5,000,000
		OTHER				

RECEIVED

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

AUG 27 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE HOLDER

05-002552244-01

CANCELLATION

Allegheny Energy
800 Cabin Hill Drive
Attn: Ms. K.A. Nicassio
Contract # 4600003021
Greensburg, PA 15601-1689

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kevin J. Robinson

Kevin J. Robinson

ACORD 25 (2009/01) Issued By: WEB USER

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The ACORD name and logo are registered marks of ACORD

IMPORTANT

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

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

DISCLAIMER

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

ADDITIONAL INFORMATION		05-002552244-01	DATE (MM/DD/YY) 04/09/10
PRODUCER MARSH USA INC. (216) 937-1515 200 PUBLIC SQUARE SUITE 1100 CLEVELAND, OH 44114			
		INSURERS AFFORDING COVERAGE	NAIC #
INSURED EATON CORPORATION EATON ELECTRICAL INC., EATON ELECTRICAL SYSTEMS & SERVICES (EES), EATON POWER QUALITY CORP AND ALL OTHER DIVISIONS, SUBSIDIARIES, AND CONTROLLED ASSOCIATE COMPANIES. EATON CENTER		INSURER F:	F
		INSURER G:	G
		INSURER H:	H
		INSURER I:	

TEXT

EATON CORPORATION- ADDITIONAL INSURED

THE NAMED INSURED AGREES TO NAME THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY NO. MWZY58858 AT THE LIMITS STATED ON THE CERTIFICATE, BUT LIMITED TO LIABILITY IMPOSED OR CLAIMABLE AGAINST THE CERTIFICATE HOLDER ARISING VICARIOUSLY OR BY OPERATION OF LAW AND ONLY TO THE EXTENT THAT THE LOSS TO, OR LIABILITY OF, THE CERTIFICATE HOLDER DERIVES DIRECTLY FROM THE NEGLIGENCE OF THE NAMED INSURED WHILE PERFORMING WORK ON THE SITE OF THE CERTIFICATE HOLDER. IT IS UNDERSTOOD BY THE PARTIES THAT SUCH EVIDENCE OF INSURANCE IS SOLELY FOR THE PURPOSE OF FURTHER DEMONSTRATING THE FINANCIAL VIABILITY OF THE NAMED INSURED AND IS NOT INTENDED TO, NOR DOES IT ENLARGE THE LIMITS OR TYPE OF LIABILITY SET FORTH IN THE CONTRACT, NOR DOES IT CREATE AN INDEPENDENT CONTRACT OF INDEMNITY.

WAVIER OF SUBROGATION

THE NAMED INSURED AGREES TO WAIVE ITS RIGHT OF SUBROGATION AGAINST THE CERTIFICATE HOLDER TO THE EXTENT THAT THE LOSS OR LIABILITY DERIVES FROM THE NEGLIGENCE OF THE NAMED INSURED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT STATED ON THE CERTIFICATE. IT IS UNDERSTOOD BY THE PARTIES THAT SUCH EVIDENCE OF INSURANCE IS SOLELY THE PURPOSE OF DEMONSTRATING THE FINANCIAL VIABILITY OF THE NAMED INSURED AND IS NOT INTENDED TO, NOR DOES IT ENLARGE THE LIMITS OR TYPE OF LIABILITY SET FORTH IN THE AGREEMENT, NOR DOES IT CREATE AN INDEPENDENT CONTRACT OF INDEMNITY.

CERTIFICATE HOLDER

Allegheny Energy
800 Cabin Hill Drive
Attn: Ms. K.A. Nicassio
Contract # 4600003021
Greensburg, PA 15601-1689

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kevin J. Robinson

Kevin J. Robinson

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/09/2010
PRODUCER MARSH USA INC. (216) 937-1515 200 PUBLIC SQUARE SUITE 1100 CLEVELAND, OH 44114		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED EATON CORPORATION EATON ELECTRICAL INC., EATON ELECTRICAL SYSTEMS & SERVICES (EES), EATON POWER QUALITY CORP. EATON CENTER 1111 SUPERIOR AVE CLEVELAND, OH 44114		INSURERS AFFORDING COVERAGE INSURER A: Steadfast Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
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COVERAGES

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

INSR ADDL (TR) INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE / I / N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH- <input type="checkbox"/> ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	PEC 9219158-03	06/29/2009	06/29/2010	EACH CLAIM AGGREGATE 10,000,000 10,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS					

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ALLEGHENY ENERGY 800 CABIN HILL DR REF CONTRACT #4600003021 GREENSBURG, PA 15601-1689	AUTHORIZED REPRESENTATIVE OF MARSH USA INC. Kevin J. Robinson

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SUBSTANCE ABUSE

HR/Manager's Guide for Substance Abuse

SUBSTANCE ABUSE PROGRAM

August, 2008



This Guide addresses those aspects of the Eaton Substance Abuse Program that are not regulated by the Department of Transportation (DOT) such as the Federal Aviation Administration or the Federal Motor Carrier Safety Administration. This is often referred to as non-mandated testing or Non-DOT testing. The additional requirements applicable to certain locations covered by the DOT regulations are accomplished through a separate program within Eaton Aerospace and its FAA defined Repair Station facilities.

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Purpose

The purpose of the Eaton Corporation workplace policy on substance abuse is to establish and maintain a workplace free from the influences of unauthorized controlled substances including illegal drugs, legal drugs used not in accordance with a prescription, alcohol, and any other intoxicant or substance of abuse. The policy applies to all job applicants, employees, and contract or leased individuals, as well as consultants, contractors, vendors, and visitors on the Company premises at all U. S. facilities. (See Appendix A: Eaton Corporation Substance Abuse Policy.)

Prohibited Conduct

In general, the policy prohibits the following:

- Unlawful manufacture, distribution, dispensation, purchase, possession, sale, or use of illegal drugs or unauthorized controlled substances
- Possession, use, distribution, purchase or sale of alcohol, or being subject to the effects of alcohol while on Company premises, or when providing services to the Company; in Company owned, leased or rented vehicles
- Refusal to take an alcohol and/or drug test, including adulterating, substituting, or otherwise tampering with a specimen.

Policy Exceptions

In special circumstances, management may approve exceptions to the alcohol policy as follows:

- Consumption, possession, sale, or purchase at Eaton conference facilities or other specified locations;
- Possession while in an employee's personal or assigned Eaton vehicle; or
- Possession while being transported in an Eaton vehicle in compliance with legal requirements.

Where management has approved the use of alcohol at any Company sponsored business or social functions, the following guidelines should be considered:

- Supervisors and management should demonstrate appropriate behavior and make a reasonable effort to insure that inappropriate or irresponsible drinking doesn't occur.
- Managers or supervisors hosting such events should seek one or more volunteers who will not be drinking during the occasion and who, if needed, will take reasonable precaution to see that the person reaches home, a hotel, or the care of a spouse or other responsible person, for anyone who is, in the host's judgment, exhibiting inappropriate behavior or is at risk to drive an automobile.
- The time during which alcoholic drinks are served prior to a meal should not be excessive.
- After meal bar service should not be provided if attendees would be driving after the event.
- Non-alcoholic beverages should be readily available.
- Consumption of alcohol during the workday, even at lunches or breaks, should be discouraged.

The complete text of the Eaton Corporation Substance Abuse Policy is provided at Appendix A.

Testing Events

Pre-employment Testing

Although drug testing is not considered a medical examination or medical test and can be administered at any time during the application/employment process, it is Eaton's policy to conduct drug testing post offer acceptance. Each Eaton facility is responsible for their awareness of and compliance with applicable state law. The policy of pre-employment, post-offer drug testing should be clearly announced and/or posted during the application process so that prospective employees know that they must pass a drug test in order to be hired.

Authorized drug testing facilities must use a urine test for pre-employment drug testing.

An applicant is ineligible for employment in the following situations:

- If an applicant's drug test is positive
- If an applicant refuses to take a drug test.

An applicant who receives a positive pre-employment test, or who refuses to test, is ineligible for employment for at least six months, and must have a negative test result prior to being hired. If an applicant has a negative-dilute test result, he/she must submit to another drug test. If the second drug test is also negative-dilute, then the second result will be accepted as negative and the applicant will then be eligible for employment.

All pre-employment drug test results will be reviewed by the Company's Medical Review Officer (MRO) who will report results to the Designated Employer Representative.

Random Testing

Random drug and alcohol testing is **not authorized** unless required by a mandated program under the Department of Transportation such as the Federal Aviation Administration or the Federal Motor Carrier Safety Administration, or as specifically approved by the Executive Vice-President, Chief Human Resources Officer.

ONLY urine tests are acceptable at this time for FAA or FMCA drug testing.

Reasonable Suspicion Testing

Reasonable suspicion testing is conducted when there is reason to suspect that an employee may have engaged in alcohol and/or drug related conduct prohibited under the Company's substance abuse policy. The suspicion must be based on actual observations of the employee's behavior, conduct or appearance and documented by a supervisor or other management official using the "Supervisor's Observation" checklist found in Appendix E of this Guide. Where practical, a supervisor should request that a second management official corroborate his/her observations and sign the observation checklist.

A "reliable report" or observation made by co-workers, family members, customers, etc. should not be used as the basis for a decision to conduct a reasonable suspicion test. Third-party reports or allegations should be confirmed by actual observations of the employee by the supervisor or management official.

When alcohol or drug abuse is suspected, the employee should always be accompanied or escorted to and from the testing location, whether the employee is on or off Company premises. Transportation home or to another destination should be provided or arranged. The employee should never be permitted to drive or leave the Company property unaccompanied.

If the supervisor is reluctant to make a decision to have a drug and/or alcohol test conducted, he/she may refer the employee for a medical evaluation and examination conducted by a physician. The physician may decide to conduct an alcohol and/or drug test as part of this "fitness for duty" evaluation.

It is important that the reasonable suspicion test and/or medical evaluation be conducted as soon possible after the determination is made. Especially with alcohol testing, the test should be conducted within two hours of the decision to test. If a breath alcohol test cannot be conducted within eight hours of the decision to test, the testing should not be done.

Refusal to submit to a reasonable suspicion test and/or a "fitness for duty" evaluation is considered a violation of Company policy and may subject the employee to disciplinary action up to and including termination.

A reasonable suspicion test for drugs or alcohol must be conducted at an authorized drug and alcohol testing facility. A urine test for drugs is required. "Instant" or breathalyzer tests should not be conducted at any Eaton facility.

While general performance and time and attendance issues may dictate a mandatory referral of the employee to the Employee Assistance Program, they do not serve as triggers for a reasonable suspicion test. A reasonable suspicion test must be based on the supervisor's observations of signs and symptoms of alcohol or drug use in the employee's behavior, conduct or appearance.

Post Incident Testing

A drug and/or alcohol test (whichever is appropriate) is MANDATORY when an incident/injury has occurred, or when company payment for facility damage in excess of \$250 results from an incident/injury. All employees contributing to the accident or injury should be tested in addition to the injured employee. In a Post Incident/Accident situation, it is not necessary for the supervisor or management official to establish individual suspicion of drug or alcohol use.

State laws may require that additional criteria (e.g. property damage, serious injury, suspicion of impairment) be met before an employee can be sent for Post-Incident Testing. Each Eaton facility has the responsibility of knowing if the state in which the facility resides has a law that would impact the Eaton Substance Abuse Guidelines.

A post incident test for drugs or alcohol must be conducted at an authorized drug and alcohol testing facility. A urine test for drugs is required to ensure compliance with state laws relating to worker's compensation. "Instant tests" should not be conducted at any Eaton facility.

Return to Duty Testing and Unannounced Periodic Follow-up Testing

Drugs

Employees returning to the workplace following participation in the Employee Assistance Program (EAP) for substance abuse evaluation and/or treatment due to **drugs** must test negative on a drug test prior to their return.

Once an employee has returned to work following an EAP evaluation, rehabilitation or treatment for a substance abuse problem related to drugs, he/she will be monitored through Unannounced Periodic Follow-up Testing. Unannounced Periodic Follow-up testing may continue for up to five (5) years after the employee's return to work. The frequency, number, and scheduling of follow-up tests should be determined in cooperation with the EAP or the Medical Review Officer. Some state laws may limit the duration of Unannounced Periodic Follow-Up testing to two (2) years. Each Eaton facility is responsible for their awareness of and compliance with applicable state law.

A return to duty and follow-up test for drugs must be conducted at an authorized drug testing facility. A urine test for drugs is required. "Instant" tests for drugs should not be conducted at any Eaton facility.

Alcohol

Employees returning to the workplace following participation in the Employee Assistance Program (EAP) for substance abuse evaluation and/or treatment due to **alcohol** may only be tested prior to their return if Eaton has a reasonable belief, based on objective evidence, that the employee will pose a **direct threat** in the absence of periodic testing. Such a reasonable belief requires an individualized assessment of the employee and his/her position and cannot be based on general assumptions. Eaton should consider the safety risks associated with the employee's position, the consequences of the employee's inability or impaired ability to perform his/her job functions, and how recently the event(s) occurred that cause Eaton to believe that the employee will pose a direct threat.

Both return to duty and follow-up testing for alcohol must be approved by the Division Human Resources Manager as well as the Corporate Director - Employee Relations.

If return to work and follow-up testing for alcohol is permitted, the duration and frequency of follow-up testing must be designed to address particular safety concerns and should not be used to harass, intimidate, or retaliate against the employee because of his or her disability. Where the employee repeatedly has tested negative for alcohol, continued testing may not be job-related and consistent with business necessity because Eaton no longer may have a reasonable belief that the employee will pose a direct threat.

A return to duty and follow-up test for alcohol must be conducted at an authorized drug and alcohol testing facility. "Instant tests" should not be conducted at any Eaton facility.

Drug Testing Procedures

Testing for Drugs of Abuse

All drug testing conducted under the Company Policy will be done by urinalysis. Hair testing is not authorized for drug testing. Testing will be conducted for the five (5) classes of drugs currently known as the NIDA (SAMHSA) 5. These drug classes are:

- Marijuana
- Cocaine
- Amphetamines (methamphetamine and amphetamine)
- Opiates (codeine and morphine, including heroin)
- Phencyclidine (PCP)

Testing Program Administration

Eaton Corporation has a national agreement with Acxiom to serve as the Third Party Administrator and Medical Review Officer for Eaton's substance abuse testing program. Each Eaton facility is responsible for identifying accessible drug and alcohol testing sites and for ensuring that the Eaton test collection and reporting procedures have been provided to the testing facility. Once the testing facility is identified, the Eaton facility must also determine that the site can perform the testing, chain of custody, and reporting protocol in accordance with Eaton standards.

Urine Specimen Collection Process

Urine specimens are collected from applicants and employees by outside facilities that use collection site personnel who have been trained in specimen collection procedures outlined in DHHS and DOT regulations. **Urine specimen collection is not allowed at Eaton facilities.** A step-by-step summary of these procedures is provided in Appendix B.

In certain circumstances, the applicant/employee may be required to provide a urine specimen while being observed by a same gender collector if the sample is suspected for reasons including, but not limited to:

- the collector believes that the specimen is adulterated
- the temperature is out of range
- a previous specimen was invalid
- a previous specimen was extremely dilute

Applicants and employees are expected to comply and cooperate with the collection procedures and the collector's instructions. If the applicant/employee is unable to produce an adequate urine specimen, the collector will offer the individual fluids to drink and up to three (3) hours to complete the collection process. If an applicant/employee leaves the collection site prior to the completion of the collection process or refuses to have a second specimen collected under direct observation, it will be deemed a refusal to test.

Laboratory Analysis

Drugs of Abuse Testing: All urinalysis is performed at a federally certified drug-testing laboratory.

The laboratory must maintain and document a forensic chain of custody for each specimen throughout the testing process.

If the specimen is positive on the screening test, another aliquot is extracted and analyzed using gas chromatography/mass spectrometry for confirmation testing. The confirmation analysis is extremely accurate, matching a chemical fingerprint of the drug metabolite to the substances detected in the specimen. A specimen must be positive on both the immunoassay and confirmation analyses in order to be reported as positive.

Validity Testing: In addition to testing the specimen for prohibited drugs, the laboratory will also perform routine tests to determine the urine specimen's validity. These tests are designed to detect specimens that have been adulterated, tampered with or that are not human urine. A negative specimen reported as Dilute under the Eaton policy is considered negative and does not require a second test except for applicants. Applicants are required to undergo a second unannounced test.

The Medical Review Officer

All test results are sent to Eaton's designated Medical Review Officer by the laboratory. The Medical Review Officer (MRO) is the "gatekeeper" for the legitimacy and quality of the entire testing process. The MRO must be a licensed physician (M.D. or Osteopath) and must have completed specialized training and a certification examination. The MRO must be knowledgeable about, and have experience in, the metabolism of drugs of abuse and must have a detailed knowledge of what alternative medical explanations there may be for a non-negative test.

The MRO will make every reasonable attempt to contact, via telephone, each applicant/employee whose test is reported by the laboratory as positive, invalid, adulterated or substituted. The purpose of the MRO interview is to determine if there is a legitimate medical explanation for the test result. If the MRO determines that a positive test was caused by legitimate use of prescribed medications or administration of drugs during medical treatment, the MRO will report the test as negative.

The MRO will only accept prescribed medications issued to the applicant/employee - the prescription must be in the applicant/employee's name - not issued to a family member or friend. The MRO will not accept explanations of hemp, herbal preparations, or unintentional use as legitimate reasons for a positive test.

The MRO will not ordinarily disclose any medical information obtained in the interview with the applicant/employee. However, the MRO will report to the Company any medical information that can affect the employee's performance in a safety-sensitive position.

The following guidelines govern the MRO review of a test results:

- Test results from a urine drug test can be considered. That means blood, hair tests, etc. cannot be used.
- Only what is contained on the CCF may be considered in the verification process.
- The MRO may not question whether an employee should have been or not have been tested.
- Any explanation of a non-negative finding, even if plausible or true, that is not a valid medical explanation cannot be accepted by the MRO.
- The MRO may not accept the use of a controlled substance as an excuse without validation that the employee was prescribed the drug by a U.S. licensed physician.

Reports for Results of Drug Testing

The MRO will report drug test results as one of the following:

- Negative
- Negative – Dilute
- Cancelled (with reason for cancellation, e.g. invalid specimen or fatal flaw)
- Positive
- Positive – Dilute
- Refusal to Test (adulterated/substituted/or other reason)

Cancelled Tests: If the MRO cancels a test, he/she will provide the reason the test was cancelled. In some circumstances, the MRO will direct that another specimen be immediately collected and often will require that the specimen collection be conducted under direct observation. If an employee's return-to-duty or follow-up test is cancelled, the employee must always undergo another test.

Split Sample Testing

Urine test donors whose test results are positive, adulterated, or substituted, are advised during the MRO interview of their right to have the split specimen tested at another DHHS approved laboratory at their own cost.

If the split specimen does not re-confirm, the test is cancelled. If the split is not available (never collected, urine quantity not sufficient or lost), the test is also cancelled and an immediate re-collection is done without prior notice to the donor.

If the sample is reconfirmed, the test result originally reported stands. It is important to note that the results of the primary specimen once verified by the MRO are reported to the DER. The results are not held in abeyance pending the split specimen testing process.

Refusal to Test

The following circumstances are considered to be a Refusal to Test:

1. Failure to appear for a test (includes reporting within a reasonable time)
2. Failure to remain at the collection site until the process is complete
3. Failure to provide a urine specimen for a required drug test
4. Failure to permit direct observation when required
5. Failure to provide sufficient specimen volume, and it has been determined by a medical evaluation that there was no medical explanation for the problem
6. Failure to submit to a re-collection of a specimen when required
7. Failure to undergo a medical examination or evaluation when directed by the MRO as part of the test result verification process or when required as part of the "Shy Bladder" evaluation
8. Failure to cooperate with any part of the testing process
9. Submission of a specimen that the MRO verifies as Adulterated or Substituted

Alcohol Testing Procedure

Each Eaton facility is responsible for identifying a qualified, accessible alcohol screening site. Once the testing facility is identified, the Eaton facility must also determine that the site can perform the testing, chain of custody, and reporting protocol in accordance with Eaton standards. Alcohol testing is authorized under the Eaton policy in circumstances of reasonable suspicion and post-incident cases. Return to duty and follow-up testing is only authorized in certain cases (see Return to Duty Testing and Unannounced Periodic Follow-up Testing). Breath alcohol testing will use Alcohol Screening Devices and/or Evidential Breath Testing devices approved by the National Highway Traffic Safety Administration (NHTSA). Breath alcohol testing procedures will follow U.S. Department of Transportation (DOT) rules. Breath alcohol testing will be administered by medical personnel who meet qualification standards specified by DOT rules. All types of alcohol testing in Eaton facilities are prohibited.

Blood alcohol testing is not to be used. However, in rare circumstances (i.e., unconsciousness, law enforcement request), an exception may be made, but only with approval from Eaton's Director of Corporate Environment, Health and Safety.

The levels for breath alcohol testing are provided in Appendix D. If the employee is unable to provide a sufficient breath specimen for a screening or confirmation test, the occurrence is referred to as "Shy Lung". After a second attempt to provide an adequate breath sample, the Breath Alcohol Technician (BAT) will notify the DER, and the employee will be directed to obtain a medical evaluation by a physician within five (5) days. The physician will make a report to the DER in writing. If no medical evidence exists to support "shy lung" then it will be considered as a refusal to test.

If the initial alcohol (screening) test result is less than 0.02 breath alcohol concentration (BrAC), then the test is negative. If the initial alcohol (screening) test result is 0.02 or greater, a second breath sample will be tested using an Evidential Breath Testing (EBT) device. The second alcohol (confirmation) test will be conducted after a 15 minute waiting period, during which the employee is advised not to eat, drink or put anything in his/her mouth. The result of the confirmation test is the final result. If the confirmation test is less than 0.04 BrAC, then the result is a negative test.

An alcohol result of 0.04 BrAC or greater is a positive test under Eaton's policy. Employees who test positive will be subject to disciplinary action up to and including termination of employment. In all circumstances, if an employee who tests positive is retained, the employee must complete the following:

- Referral to the EAP (and cannot resume work until he/she has been evaluated by the EAP)
- Successful completion of the EAP recommendations
- Completion of an employee agreement (See Appendix E: Sample Letter)
- A return-to-duty alcohol test may only be conducted in certain cases (see Return to Duty Testing and Unannounced Periodic Follow-up Testing).

The breath alcohol technician reports alcohol test results directly to the Company DER. Alcohol test results are not reviewed by the Medical Review Officer. The employee should not return to duty until his/her next scheduled duty period. Transportation from the testing facility or the Eaton facility should be arranged. If the employee insists on operating his/her motor vehicle, the

employee should be informed that local law enforcement authorities will be notified.

Employee Assistance Program (Self-Referral)

The Company has a national Employee Assistance Program (EAP) available to all employees. It is essential that employees who may have a drug or alcohol problem be provided an opportunity to seek help through the EAP. Employees who disclose problems with alcohol or drug abuse to the Company should be referred to EAP and placed on leave pending the EAP evaluation. Once cleared by an EAP professional and a negative drug test, they may return to work. Employees must receive a negative result on a return-to-duty drug test prior to returning to work. Employees who participate in treatment or rehabilitation recommended by the EAP will be subject to periodic unannounced follow-up testing after their return to work.

Self-referral by an employee to a treatment program prior to a mandated drug or alcohol test should be encouraged. A self-referral must occur prior to an employee being tested for drugs or alcohol under a management initiated reasonable suspicion or a post-incident test. The employee should notify their supervisor or Human Resources manager that they are seeking to self-refer for substance abuse on a voluntary basis and are seeking assistance from the EAP. No disciplinary action should be taken based solely on the self-referral.

Upon self-referring, the procedure to be followed is:

1. The Human Resources manager should meet with the employee and discuss the details of the process.
2. The employee should sign an employee agreement outlining the terms and conditions to continue in the process (see Appendix E: Sample Letter)
3. The employee must be placed on leave pending the EAP evaluation.
4. The employee cannot return to work until negative return-to-duty tests are completed. (Please see additional guidance in the Return to Duty Testing and Periodic Unannounced Follow-up Testing section of this guide.)
5. If someone confesses to a problem and requests help AFTER a management- initiated reasonable suspicion or post-incident test, then the confession should be ignored because it is not a good faith self-identification.

Personnel Actions and Procedures

Applicant Testing (Pre-Employment Drug Testing)

Applicant drug testing is coordinated through Eaton Human Resources offices. Human Resources Managers should ensure that employment offer letters clearly state that passing a pre-employment drug test is a condition of employment. Candidates should be informed that they must have a negative drug test result prior to starting employment with Eaton.

Candidates who test positive or refuse to test on the pre-employment drug test will not be hired; any offer of employment will be withdrawn. Individuals whose offer of employment is withdrawn are ineligible to reapply for at least six months. Eaton reserves the right to require documentation of substance abuse evaluation and/or treatment for any individual reapplying for employment.

Candidates whose pre-employment urine drug test is negative dilute will be required to undergo a second drug test. Candidates should be cautioned against intentional water loading as a means to dilute their specimen and flush drugs from their system. If the second drug test is also

negative dilute, the result will be accepted as negative, and the applicant will then be eligible for employment.

Employee Drug Testing

Guidelines for Disciplinary Action:

- Employees who test positive on a drug test will be terminated from employment.
- Employees who refuse to test (alcohol or drug test) will be terminated from employment.
- Employees who test positive (0.04 BrAc or greater) on an alcohol test will be subject to disciplinary action as determined by the local Eaton facility.
- Employees who test positive on a Return-to-Duty or Unannounced Periodic Follow-up test administered as part of a "return to work" or employee agreement will be terminated from employment.

Other actions:

- Employees whose alcohol test results are 0.02-0.039 BrAC may not return to work until their next regularly scheduled duty period.
- Employees whose alcohol test result is 0.02 BrAC or greater should not be allowed to drive a motor vehicle. Alternative transportation should be provided to the employee. If the employee refuses transportation, he/she should be told that local law enforcement will be notified. **UNDER NO CIRCUMSTANCES SHOULD AN EMPLOYEE WHO HAS REFUSED TRANSPORTATION BE PHYSICALLY RESTRAINED.**

Substance Abuse Training

All new and temporary employees should receive a copy of the Corporate Substance Abuse Policy and a substance abuse orientation using the basic material found in the "Employee Guide to Substance Abuse", supplemented with appropriate state law, or local Eaton location requirements.

All managers and supervisors who will be making Reasonable Suspicion determinations should receive initial training. This training should be conducted by the human resources department and in conjunction with the Eaton Substance Abuse Policy and HR/Manager's Guide to Substance Abuse.

Recurrent or refresher training should be provided at least once every two years for managers and supervisors.

Summary of Laws

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) enacted in July 1990 was the most sweeping anti-discrimination legislation since the 1964 Civil Rights Act. The ADA's applicability to workplace substance abuse policies and programs is an issue because the Act includes alcoholism and other drug addiction as "protected" disabilities. However, it is clear from the language of the statute and interpretations provided by the Equal Employment Opportunity Commission (EEOC) that employers:

- Can prohibit illicit drug use;

- ❑ **Can** drug test job applicants prior to extending an offer of employment;
- ❑ **Can** take adverse employment action against those who test positive; and
- ❑ **Can** discriminate against current drug users.

The Act states that individuals **currently using** drugs are not considered “qualified persons with disabilities.” While the law does not define current use, it is generally accepted that a “positive” drug test (urine) is evidence of current use, since drugs are detectable in the urine for only several days after the last use. It is also clear that employers can prohibit illicit drug use both on and off the job. Since alcohol is a legal drug, employers’ policies must be limited to restrictions or prohibitions on alcohol use that are tied to on-duty or on-premises conduct. It is important to note that employers can hold drug and alcohol abusers, even those with a “covered disability” who are in recovery, to the same performance standards and standards of conduct as the general workforce. Therefore, if on-duty alcohol use is prohibited by company policy, an employee who is an alcoholic cannot use his/her alcoholism as a “defense” for violating the company alcohol policy.

It should be noted that the ADA exempts **drug testing** from the restrictions on employee medical examinations and health inquiries. A drug test **is not** considered a medical examination for purposes of the ADA. Thus, applicant drug testing, or drug testing conducted as part of employee physical examination, is permitted. However, the EEOC has interpreted that alcohol tests (including breath alcohol tests) are considered medical examinations under the ADA. For this reason, applicant alcohol tests **are not** conducted under Company policy.

The ADA makes an important distinction between illegal drug users and individuals disabled due to **alcoholism**. Certain individuals may be considered as qualified individuals with a disability due to alcohol dependency under the ADA. As mentioned previously, the ADA allows employers to prohibit alcohol as well as the illegal use of drugs in the workplace. It also allows employees who engage in illegal drug use or who are alcoholics, to be held to the same qualification standards for employment, job performance and behavior as other employees. However, qualification under the ADA because of alcohol dependency does affect Eaton’s ability to test an applicant or employee for alcohol. Under the ADA, any alcohol test **is** considered a medical examination. For this reason, applicant alcohol tests are not conducted under Company policy. In addition, an alcohol test upon an employee’s return from a successful rehabilitation program is allowable by the EEOC **only** in situations where the company has a reasonable belief, based on objective evidence, that the employee will pose a **direct threat** in the absence of periodic testing. Please see additional guidance in the Return to Duty Testing and Periodic Unannounced Follow-up Testing section of this guide.

In summary, the ADA specifically states that employers can do the following:

- ❑ Prohibit illegal use of drugs and/or alcohol use at the workplace.
- ❑ Require that employees not be “under the influence.”
- ❑ Require that employees comply with the 1988 Drug Free Workplace Act.
- ❑ Hold illicit drug users and alcohol users to the same performance standards as the general workforce.

Individual State Laws

Some states have mandatory drug testing laws that place certain requirements or restrictions on some elements of the Eaton Substance Abuse Policy and drug and alcohol-testing program. Typical requirements of some state statutes include:

- ❑ A first time positive test may not result in a termination but requires the employee to be offered rehabilitation.
- ❑ Refusing rehabilitation may permit an employee to be terminated, unless specifically prohibited by a state law.
- ❑ All new employees must be given a copy of the policy and disciplinary steps associated with a violation of the policy
- ❑ Post-Incident (Accident) Testing must involve damage in excess of a stated amount of money that is higher than Eaton's policy (e.g.\$1,000)

There are also states that have "voluntary" statutes or regulations that offer certain legal protections for employers that have a Drug-Free Workplace Program meeting the "model program" provided by the state. Other states place certain requirements on an employer's post-accident testing program if the employer intends to seek reduction or denial of workers' compensation benefits based on a drug or alcohol test results. In most states, unemployment benefits may be denied to employees terminated because of a violation of the Substance Abuse Policy. It is often important that the employment termination be identified as misconduct and that adherence to the company's policy is presented as a condition of employment. It is for the responsibility of each Eaton facility to research and review any applicable state laws or regulations to ensure that the policy and program are in compliance.

A summary of each of the state laws is available from the Corporate Employee Relations Department. To insure that the state laws are current, it is strongly recommended that each location have on-hand a current copy of their state requirements. They are generally available on the Internet from your state for easy downloading.

State Workers' Compensation Laws

The Workers' Compensation laws in many states provide for denial of claims under certain circumstances when an injured employee tests positive for drugs or alcohol. These requirements may differ considerably from what the state law does or does not require. In those states that allow the use of rebuttable presumption, there are a number of common elements:

- ❑ The substance abuse policy must be written, contain certain elements, be provided to each employee and be posted where it can be read by all employees
- ❑ The program must meet DHHS guidelines
 - MRO review
 - DHHS approved laboratories
 - 5-panel drug tests and cut offs
 - Screening and Confirmation tests
- ❑ Consequences of testing positive must be in writing
- ❑ Employee awareness training
- ❑ Supervisory training (initial and annual)
- ❑ Information on and availability of an EAP
- ❑ Split sampling

Health Insurance Portability and Accountability Act (HIPAA)

Drug testing is not covered under the HIPAA privacy regulations. This is because Eaton conducts drug testing in its role as an employer.

Questions and Answers

1. **What if the collector notifies you that the specimen collection has been discontinued and the employee has a “Shy Bladder”?**

This means that the employee has been allowed three hours to produce a sufficient urine specimen and has been provided fluids to assist him/her with urination. The Employee either produced no specimen or produced a specimen <45 ml. The employee must now be referred to a physician for a medical examination. Contact the MRO and request assistance in locating a physician who will perform the examination. If there is a physician at the collection facility, he/she can perform the examination. The physician conducting the medical examination will submit his/her findings in writing to the MRO. The employee is not sent for another specimen collection. The MRO will make the determination or recommendation of what to do then.

2. **What if a drug test is reported as Refusal to Test, adulterated or substituted?**

This means that the laboratory and MRO have determined that the employee submitted a urine specimen that was tampered with in some way. Either the employee added something to his/her urine specimen at the time of the specimen collection, or he/she presented a urine specimen that is not consistent with human urine. In short, it means the employee cheated on the drug test. A Refusal to Test because of adulteration or substitution of the specimen is the same as refusing to take the drug test. Employees who refuse to test will be terminated from employment.

3. **What if an employee wants to have another drug test to prove that a positive test is erroneous?**

The employee is not entitled to another drug test. Any drug test that the employee has conducted on his/her own (hair, urine, blood, saliva, or other specimen) will not be considered. The employee is entitled to have his/her split specimen (from the original test) tested at a different laboratory from the one that analyzed the primary or “Bottle A” specimen. All arrangements for testing of the spit specimen must be made through the MRO. Split specimen testing is at the employee’s expense, and the employee will be required to provide payment at the time he/she makes the split specimen testing request.

4. **What if a test result is reported as cancelled?**

The test result from the MRO will include an explanation of why the test was cancelled. In circumstances where the employee is required to submit to another test, the MRO will indicate this as a comment on the cancelled test result. Applicants or employees whose Pre-employment, Return-to-Duty, Reasonable Suspicion, Post-Accident and Periodic Unannounced Follow-up tests are cancelled must always be tested again.

5. What if a test result is reported as negative dilute?

A negative dilute test means that drugs were not detected at or above the cut-off levels and the urine specimen was more dilute than expected. The cause of a dilute specimen can be medications, medical conditions, dietary fluid intake, or intentional water-loading. It is impossible to determine the cause of urine dilution from the laboratory findings. If an applicant or employee has a negative dilute test result, he/she should be instructed to take another drug test as soon as possible. The applicant/employee should also be cautioned against intentional water-loading in the hours prior to reporting for the test. If the second test result is also negative dilute, the result will be accepted as negative. Return to Duty or Periodic Unannounced Follow-up tests that are dilute may be subject to special analyses to detect drugs at the laboratory's lowest limit of detection (LOD), which may include a second specimen collection and testing.

GLOSSARY OF TERMS

Aliquot: A small portion of the urine specimen extracted for testing at the laboratory.

Controlled substances: Drugs (legal and illegal) listed on Schedule I - V, a listing of potentially addictive chemicals. Schedule I are illicit drugs with no legitimate medical use that's addictive/abuse potential is most severe.

Custody and Control: Establishing the security and identification of a specimen by a documented "Chain of Custody" each time the specimen changes hands.

Cut-off levels: The identified quantity of drug metabolites in urine above which a specimen is considered positive. Cut-off levels in drug testing are expressed in nanograms per milliliter of urine. Or, the identified quantity of alcohol in a breath sample, above which a breath test is considered positive. In breath alcohol testing, cut-off levels are expressed in grams of alcohol per 210 liters of breath.

Dilute Specimen: A urine specimen with lower than expected specific gravity and creatinine values. Urine with specific gravity less than 1.003 and creatinine less than 20 is generally considered dilute.

Drug Classes : The classes of controlled substances tested for in urinalysis for drug of abuse. The five classes most commonly tested for are: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

Drug Metabolites: The end product of the body's metabolism of drugs detectable by urinalysis. The drug metabolites tested for in a five-drug class panel are:

Drug class	Screening cut-off level ng/ml	metabolite(s)	Confirmation cut-off level ng/ml
marijuana	50	Tetrahydrocannabinoid(THC)	15
cocaine	300	Benzoylcegonine	150
amphetamines	1000	Methamphetamine	500
		Amphetamine	500
opiates	2,000	Codeine	2,000
		Morphine	2,000
		monoacetylmorphine (heroin)	10
phencyclidine	25	Phencyclidine	25

nanograms/milliliter

Gas chromatography / mass spectrometry (GC/MS): The analytical toxicology procedure used to confirm the presence of drug metabolites in urine. GC/MS technology essentially provides a "fingerprint" of the metabolites to be matched against the urine specimen.

Immunoassay: The laboratory procedure used to screen urine specimens, separating the negatives from those that are presumptively positive for one or more of the drug classes. Screened positives go on for confirmation testing by GC/MS.

Nanogram : Nanograms is the measurement used to quantify the amount of drugs in a urine specimen. A nanogram is 10-grams. The cut-off levels are described as nanograms of drugs per milliliters of urine.

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Appendix A – Corporate Policy

See HR Toolbox for Corporate Substance Abuse Policy

Appendix B - Urine Specimen Collection Procedures

1. The collector will ask the donor for photo identification. After verification of the donor's identification, the collector will complete Step 1 of the Custody and Control Form (CCF).
2. The Collector will ask the donor to remove any unnecessary outer clothing (coat, jacket, hat, etc.) and to leave hand carried items (i.e. briefcase, pocketbook, bags, etc.) outside the toilet enclosure. The collector will secure these items and provide a receipt if requested by the donor. The donor will be required to empty his/her pockets.
3. The collector will instruct the donor to wash and dry his/her hands.
4. The collector will provide the donor a wrapped/sealed collection container and specimen bottles
5. The donor will take the collection container into the toilet enclosure. The wrapped or sealed bottles should remain outside the enclosure and be opened in the donor's presence when the donor presents the filled collection container to the collector.
6. The collector will accompany the donor to the toilet enclosure where the donor will provide the urine specimen. The donor will enter the toilet enclosure and shut the door; the collector remains outside the closed door.
7. The donor will hand the filled collection container to the collector. Both the donor and the collector should maintain visual contact of the specimen until the label/seals are placed over the bottle caps.
8. The collector checks the specimen, reading the specimen temperature indicator within 4 minutes of receiving the specimen from the donor. The collector marks the appropriate box in Step 2 of the CCF. If the specimen temperature is outside the acceptable range (90°-100° F); a second specimen collection under direct observation will be conducted. The donor may not leave the collection site until the second collection is completed.
9. The collector checks the specimen volume, ensuring that there is at least 45 ml of urine. If the volume is insufficient, the partial specimen is discarded and the donor must remain at the collection site to try again. The donor should be offered fluids to drink (up to 40 oz) and up to 3 hours to provide a sufficient specimen. If after 3 hours, the donor has failed to provide an adequate specimen, the collector shall discontinue the collection process and notify a company official.
10. The collector checks the specimen for unusual color, odor, or physical qualities that may indicate an attempt to adulterate the specimen. If the collector believes the specimen may be adulterated or substituted, the collector shall proceed with a second specimen collection. The second collection shall be directly observed by a collector of the same sex as the donor.
11. The collector will pour at least 30 ml of specimen into a specimen bottle (designated Bottle A) The remainder of the specimen (at least 15 ml) will be poured into a second bottle (designated Bottle B).
12. The collector immediately places the lid/caps on the specimen bottles, and then applies

tamper-evident label/seals (CCF, Step 3).

13. The collector will write the date on the label/seals. The donor will be asked to initial the label/seals once they are affixed to the bottles.
14. After sealing the specimen bottles, the donor will be permitted to wash and dry his/her hands, if he/she so desires.
15. The donor will be instructed to read and complete the donor certification section of the CCF (Step 5), including signing the certification statement.
16. The collector will complete the collector certification section of the CCF form (Step 4), including signing the certification statement and recording the date and time of the collection.
17. The collector will record any remarks concerning the collection process in the "remarks" section of the CCF form.
18. The collector will place the bottles and copy 1 of the CCF in the plastic bag and seal it.
19. The collector will give the donor his/her copy of the CCF form (copy 5). The donor may leave the collection site at the completion of this step of the collection process. It is not necessary for the donor to remain at the collection site while the specimen bottle(s) and CCF form are being prepared and packaged for shipment to the laboratory.
20. The collector will fax the MRO copy of the form directly to the MRO at the number on the CCF, and fax the employer copy to the designated employer representative.
21. The plastic bag containing the bottle and CCF will be shipped in a padded mailer or shipping container to the laboratory. It is not necessary for the collector to initial or date the shipper container.

Appendix C - Breath Alcohol Testing Procedures

1. Upon arriving at the authorized alcohol testing location, the employee shall provide positive identification (by photo ID) to the breath alcohol technician (BAT).
2. The BAT will complete Step 1 of the Alcohol Test Form and the employee will read and sign Step 2. Refusal to sign Step 2 will be considered a refusal to submit to the alcohol test.
3. The BAT will open an individually sealed mouthpiece in view of the employee and attach it to the evidential breath test (EBT) device in accordance with the EBT manufacturer's instructions.
4. The BAT will then instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. The BAT will record the displayed result, test number, EBT device name or model number and serial number, and the time in Step 3 of the form; or the BAT will show the employee the result displayed on the EBT and then affix the test result printout to the form in the designated place, attaching the printout so that it provides clear evidence of removal.
6. If the test result is an alcohol concentration less than 0.02, no further testing is required. The BAT will then sign and date the form in the appropriate place.
7. The BAT will provide the employee his/her copy of the alcohol test form. The BAT will transmit the test result to the employer in a confidential manner, providing the employer with the appropriate copy of the alcohol test form.
8. If the result of the initial test is an alcohol concentration of 0.02 or greater, a confirmatory test will be conducted. The BAT will instruct the employee not to eat, drink, or put any object or substance in his/her mouth, and to the extent possible, not to belch during a 15 minute waiting period. The employee remains under the BAT's observation and supervision during the waiting period.
9. After the 15 minute waiting period, but before 30 minutes have elapsed, a confirmatory test will be conducted. The BAT will conduct an air blank on the EBT, obtaining a 0.00 reading. The BAT and the employee will read the sequential test number displayed on the EBT. An individually sealed mouthpiece will be opened in view of the employee and attached to the EBT.
10. The employee will blow forcefully into the mouthpiece until an adequate breath sample has been obtained.
11. The BAT will show the employee the test result displayed on the EBT and affix the result printout to the form in the designated space using a method that will provide clear evidence of removal.
12. If the result of the confirmation test is less than 0.02 the BAT will sign and date the form in the appropriate section. The test is a negative result.

13. The BAT will transmit the test result to the employer's designated individual(s) in a confidential manner. The employer's copy of the form will be provided to the designated individual(s) in a confidential manner.
14. If the confirmation test result is 0.02 or greater, the BAT and the employee shall sign and date the alcohol test form. The BAT shall immediately contact the company- designated representative to ensure that the employee is prohibited from operating any vehicle, machinery, or heavy equipment. The employee should remain at the alcohol test location until transportation is provided to his/her home or worksite.

Appendix D - Breath Alcohol Concentration Estimates

DRINKS Per HOUR

Body Weight in Pounds	1	2	3	4	5	6
100	.04	.08	.11	.14	.17	.21
120	.03	.06	.09	.11	.14	.17
140	.03	.05	.08	.10	.12	.14
160	.02	.05	.07	.09	.11	.12
180	.02	.04	.06	.08	.09	.11
200	.02	.04	.05	.07	.09	.10
220	.02	.03	.05	.06	.08	.09

*1 drink = 1 – 1½ ounces of 80-86 proof liquor
12 ounces of beer
4 ½ ounces of wine

Appendix E - Sample Letter

[Employee Name & Address]

Dear (Employee Name),

It is our understanding that you are seeking assistance through the Employee Assistance Program.

Under the company Substance Abuse Program, in order to maintain your employment with the Company, it will be necessary for you to meet the following conditions described below. Failure to do so will result in immediate termination of employment.

1. You will be assisted in making an appointment with the EAP for an initial evaluation.
2. You will be placed on leave pending the results of the initial evaluation.
3. When the EAP has determined that you may return to work, you will be required to undergo a (insert either Return-To-Duty Drug Test or Alcohol Test (see Return to Duty Testing and Periodic Unannounced Follow-up Testing)) with negative test results.
4. Upon return to work (following rehabilitation treatment), you will be subject to Periodic Unannounced Follow-up testing for (insert either drugs or alcohol (see Return to Duty Testing and Periodic Unannounced Follow-up Testing) as determined through consultation with the EAP. The frequency and duration of the Periodic Unannounced Follow-Up Testing are determined in consultation with the EAP.
5. A positive test result or a refusal to test will result in immediate termination of employment.
6. In addition, you will be expected to maintain your attendance and performance in conformance with the Company's standards as well as abide by all the Company's usual requirements for continued employment.

We look forward to your satisfactory completion of these requirements.

Sincerely,

[Name]
Human Resources Manager

The contents of this document have been thoroughly discussed with me. I understand and accept the responsibility of complying with the requirements as stated. I also understand the employment consequences if I do not meet the requirements.

Employee Name

Date

SUBCONTRACTING PLAN QUESTIONNAIRE

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

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

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

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

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

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

3. WILL BIDDER SUBCONTRACT ANY PORTION OF THIS WORK?

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

Name TIMOTHY HRONEK Signature *Timothy Hronek*

Company EATON CORPORATION Date OCT 27, 2009

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Appendix # 8

SAFETY AND HEALTH COMMITMENT

(In addition to the General Terms/Conditions)

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

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

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

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

Submitted by:

Signature:



Company:

EATON CORPORATION

Date:

October 27, 2009

Eaton Corporation	A-2009-2113248	8/03/2011	Timothy J. Hronek	Cherrington Parkway, Moon Township, PA 15061	(412) 893-3530	timihronek@eaton.com
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1. SUMMARY OF APPROACH

Summarize Eaton's approach to energy audits

Eaton Corporation, d/b/a Eaton Electrical Services and Systems has registered with the Commonwealth of Pennsylvania, Pennsylvania Public Utility Commission under Docket No. A-2009-2113248. Eaton received confirmation in a letter dated August 3, 2009 from James McNulty that our company met the minimum qualifications to be a Conservation Service Provider (CSP) with electric distribution companies (EDC's) in the State of Pennsylvania pursuant to Act 129 of 2008, P.L. 1592.

Eaton would like to provide this response to West Penn Power d/b/a Allegheny Power's Request for Proposal of Energy Audit Services of Pennsylvania Act 129 – Custom Commercial/Industrial Program. Eaton would like to be selected as Allegheny Power's Conservation Service Provider (CSP) in the Pennsylvania service area. Eaton feels that our experienced staff, commitment and local presence in the Pittsburgh area make our organization the superior choice.

Eaton Corporation, like other ESCO's in the area, can provide Energy Audits in Allegheny Power's service area. Eaton, however, understands the fact that the Pennsylvania Public Utilities Commission (PA-PUC) has legislated civil penalties which will be borne by Allegheny Power in the event that the savings requirements are not met. In the bid documents, under Section 11, Allegheny Power stipulated that the Conservation Service Provider (CSP) would be liable for a portion of the penalties should we fail to achieve the savings targets.

Eaton has to take exception to Section 11 in this request for proposal as it is written. There must be specified limits to the amount of penalty for which Eaton would be liable. The limit could be a percentage of the compensation Eaton received from Allegheny Power, but will not be the anywhere close to the potential \$20 million dollar fine which could be levied by the PUC. Eaton intends to open a dialog on this issue with Allegheny Power should Eaton be a finalist on this RFP. The subject will be limits to this liability, not necessarily the elimination of a penalty.

Eaton welcomes the performance challenge, however with the penalty in place; we can not act as a passive participant in performing energy audits. Eaton feels that our input is beneficial to achieve the ultimate goal of electrical energy savings in the service territory. We would like to present ideas for consideration that go beyond the requirements detailed in the RFQ.

Eaton has assembled an extremely talented and experience group of Senior Energy Consultants whose bios are provided. We would like to emphasize the caliber of this team. Mr. Paul Graves has been working in the energy management field since 1979 when he joined Natkin Energy Management. He has performed 700 audits and numerous projects. Dr. Saied Gouda, D. Eng. developed and managed Detroit Edison's Energy Management program. At its height, Dr. Gouda's team numbered five (5) supervisors and sixty-eight (68) energy managers. Mr. Wilson Jumper designed, developed and managed the energy audit program for the United States Postal Service. Many of the team wrote the articles and standards which other companies follow. To use a vernacular, "our team has been there and done that..."

There is no doubt that Eaton and Allegheny Power can craft a successful program and obtain the electrical energy savings legislated by the PA - PUC.



4. FEES AND EXPENSES

Eaton believes that it has terms and conditions negotiated with Allegheny Power and would like to use the negotiated terms and conditions. The scope of each audit has not been identified with this RFQ, but will be a priced T& M "Not to Exceed" (NTE) for the work scope. The hourly billing rates Eaton present for this proposal are discounted from our standard pricing. Eaton's standard payment terms are for payment net 30 days.

Our pricing is as follows:

Principal Engineer	██████████
Staff Engineer	██████████
Engineer in training	██████████
Draftsman	██████████
Designer / Technician	██████████
Clerical	██████████
 Billable expenses	 ██████████

Millage will be billed at the current IRS reimbursement rates plus 15% from our office in Moon Township, PA to the work site. The current reimbursement cost is ██████ Mi.

Duplication costs will be included in the overhead pricing for the audit labor.

Eaton equips all Energy Auditors with the standard audit equipment such as, laser tape measure, light meter, digital camera, ballast discriminator, infrared temperature gun and HVAC air flow tool. These tools are included in the overhead cost for labor.

If specialized tools are required they will be rented and the cost passed with 15% mark-up. Specialized equipment is not anticipated at this time.

Vendor Name Eaton Corp.

Date July 13, 2010

Contact Person TIMOTHY JOHN HRONEK

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St Address 1000 CHERRINGTON PARKWAY

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

City, St, Zip MOON TOWNSHIP, PA 15061

Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600002632

Act 129 defines a CSP as "an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company." 66 Pa.C.S. § 2806.1(m). As the Commission and EDCs must be able to identify the type of entity a CSP is and confirm that it is not owned, partnered or affiliated with an EDC, the Commission requires all CSP's to provide the following information for contract approval.

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

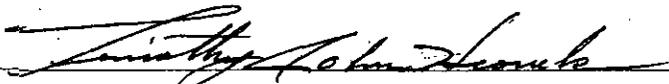
1. Legal name of the applicant EATON CORPORATION

2. Principal place of business 1000 CHERRINGTON PARKWAY

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

EATON ELECTRICAL SERVICES AND SYSTEMS

PJC - DOCKET# A-2009-2113248

Signature: 

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

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

October 5, 2009

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APPENDICES

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6. **Vendor Information, Form 37-215**
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8. **Safety & Health Commitment**
9. **Substance Abuse Program**
10. **Sourcing Website = Power Advocate Guidelines & Quick Start-Up**
11. **Energy Audit Pricing Evaluation Template**
12. **Conservation Service Provider Requirements as per PA PUC**

1. Introduction

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

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

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

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

Allegheny Power, headquartered in the City of Greensburg, Pa, is a subsidiary of Allegheny Energy, Inc., an investor-owned electric utility with total annual revenues of over \$3 billion and more than 4,000 employees. Allegheny Power is an electric distribution company that provides electric delivery service in all or parts of 23 counties in western and central Pennsylvania. Allegheny Power provides electric distribution service in all or parts of Adams, Allegheny, Armstrong, Bedford, Butler, Cameron, Centre, Clarion, Clinton, Elk, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lycoming, McKean, Potter, Somerset, Washington and Westmoreland Counties, Pennsylvania. Allegheny Power provides electric distribution service in Pennsylvania to approximately 715,000 customers, comprised of approximately 620,000 residential customers, approximately 81,000 commercial customers, and approximately 13,500 industrial customers. Allegheny Power is subject to the regulatory jurisdiction of the Pennsylvania Public Utility Commission (hereinafter referred to as "Pennsylvania Commission").

2. Purpose

The purpose of this Request for Proposal ("RFP") is to identify and contract with an experienced Engineering/Consulting or Energy Services Company capable of providing energy audits for commercial/industrial facilities. The services will be used to support AP's Custom Program which will focus on reducing energy usage by enabling customers to implement energy efficient measures in accord with the Act 129 and in accord with Orders of the Pennsylvania Commission implementing Act 129.

3. General Instructions

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

3.1 Intent to Bid

Potential bidders are encouraged but not required to submit an E-mail notification of intent to submit a proposal in response to this RFP. This information helps Allegheny Power plan and administer the RFP. Bidder's notice of intent to bid should be submitted by October 09, 2009 to Allegheny Power's strategic sourcing web site (Power Advocate see Appendix 10).

3.3 RFP Submittal Format and Due Date

The response format is outlined in Appendix 4 Bidders are required to submit an electronic version of their proposal to Allegheny Powers strategic sourcing website (refer to Appendix 10). The submittals must be uploaded by 4 PM EST Friday October 30,

2009. Late submittals will be rejected.

Bidders are required to submit two documents: their proposal (as an Adobe Acrobat .pdf file) and a Microsoft Excel file with their pricing. See Appendix 4 for details. Allegheny Power is not liable for any costs incurred by any person or firm responding to this RFP or participating in best and final interviews.

3.4 RFP Schedule

1. RFP Release	October 05, 2009
2. Intent to bid notice	Oct 09, 2009 by 5:00PM
3. Close of RFP question period	Noon EST, Oct 23, 2009
5. Electronic Proposals due	4 PM EST, Oct 30, 2009
6. Technical Evaluation by Allegheny Power	Nov 02 – 13, 2009
7. Interviews (Tentative)	Week of Nov 23, 2009
8. Contract negotiations	Week of Nov 30, 2009
9. Anticipated contract start date	Week of January 01, 2010

4. **Confidential Information and Confidentiality Agreements**

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

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

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

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

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

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

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

All questions, clarifications, and comments shall be submitted to:

Barb Crowe – Sr. Strategic Sourcing Specialist
724-830-5051
bcrowe@alleghenypower.com

Accordingly, bidders and stakeholders should avoid including information in their questions and comments that they would not want disclosed. The official response to questions is the written response posted to the Power Advocate website as Emailed to each bidder. Allegheny Power's objective in posting these questions, comments, and responses is to ensure all bidders have equal access to information that may be relevant to their respective proposals.

7. **Capability and Experience**

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

Each bidder must certify that it will meet the experience and technical qualifications required by the Pennsylvania Commission regarding the bidder's experience and technical qualifications. Those qualifications are found on Page 8 of the Pennsylvania Commission's Order entered February 05, 2009, at Docket No. M-2008-2074154 (Appendix 12)

Each bidder must certify that it will meet the financial fitness and insurance standards required by the Pennsylvania Commission. Those standards are found on page 12 of the Pennsylvania Commission's Order entered February 05, 2009, at Docket No. M-2008-2074154 (Appendix 12)

8. Additional Information

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

9. No Commitment to Award Contracts

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

10. Warranty on Information

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

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

11. Hold Harmless

Bidders shall hold the Company harmless of and from all damages and costs, including but not limited to legal costs, in connection with all claims, expenses, losses, proceedings or investigations that arise as a result of the RFP or the award of a bid pursuant to the RFP.

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

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

12. Bidder's Acceptance & Requirements

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

13. Permits, Licenses and Compliance with the Law

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

14. Proprietary Information

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

15. General Term and Conditions

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

16. Bidders not EDC affiliates

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

17. Scope Of Work

A. Description

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

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

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

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

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

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

B. Tasks

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

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

C. Deliverables and Due Dates

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

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

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

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

D. Submittal of Invoice Requirements

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

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

18. Monitoring Provisions and Procedures

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

19. Execution of Agreement

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

Bidders are required to execute the Confidentiality Agreement (Appendix 1) and the Background Investigations (Appendix 3) post bid and pre contract award.

In accordance with the PAPUC's Implementation Order entered February 5, 2009, a criminal and other background check is required for persons associated with the bidder who will enter the premises of Allegheny Power customers or have personal contact with said customers. The scope of the criminal and background check is provided in Appendix No. 3. Contract award is subject to these requirements being fulfilled to Allegheny Power's satisfaction.

Appendix # 1

ALLEGHENY ENERGY SERVICE CORPORATION

NONDISCLOSURE AGREEMENT

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

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

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

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

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

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

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

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and shall have entered into a written confidentiality agreement with the party making such re-disclosure. Without the prior written consent of the disclosing party, neither the receiving

party, nor its representatives, will disclose Confidential Information to any third party, except as provided herein and as may be required by law, subpoena or other legal process. If either party shall be required to disclose any Confidential Information, it is agreed that, to the extent legally permitted, such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will cooperate with any efforts by the other party to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

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

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

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

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

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

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

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

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

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

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

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GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses in the following implementation provisions which are hereby incorporated by reference: Equal Employment Opportunity (48 C.F.R. § 22.6), Special Disabled and Vietnam Era Veterans (48 C.F.R. § 22.13, 41 C.F.R. 60-250.4(m)), Employment of the Handicapped (48 C.F.R. § 22.14, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.902), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq.) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.902, and § 52.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof constitutes a misappropriation or infringement of any patent, copyright, trade secret or any other proprietary rights. If Buyer, Buyer's Agent or Buyer's Representative is found to misappropriate or infringe in any use of the materials specified in this purchase order, Seller shall, at its own expense, either procure for Buyer, Buyer's Agent or Buyer's Representative the right to use the materials or alter or replace said materials with functionally equivalent materials that are acceptable to Buyer and pay all expenses sustained as a result of such alteration or replacement.
10. **PERFORMANCE:** Except as provided in Paragraph 11, if delivery of materials or rendering of services is not completed by the time specified in this purchase order, Buyer reserves the right, without liability and in addition to its other rights and remedies at law or in equity, to cancel all or any part of this purchase order by notice effective when received by Seller as to materials not yet shipped or services not yet rendered.
11. **DELAY:** If, by reason of uncontrollable forces as defined herein, Buyer or Seller shall be unable to perform any of its obligations in whole or in part, and if within ten days after the occurrence thereof the party affected gives written notice to the other, then the obligations of both parties shall be suspended to the extent made necessary by such occurrence. The term "uncontrollable force" as used herein, includes, but is not limited to, acts of God, fires, floods, explosions, strikes and other labor disputes, governmental regulations, acts or omissions of governmental authority, unusually severe weather, inability to obtain necessary permits and licenses, inability of Buyer to obtain adequate financing or other economic impracticability.
12. **SUSPENSION:** Seller, upon written notice from Buyer, shall suspend or stop temporarily performance hereunder.
13. **TERMINATION WITHOUT CAUSE:** Buyer may terminate this purchase order without cause at any time in whole or in part by written notification to Seller. Upon receipt of notice of termination, Seller shall, unless notified otherwise, immediately discontinue the work terminated, cease delivery and ordering of materials, and make reasonable efforts to cancel existing orders, contracts and subcontracts relating thereto upon terms satisfactory to Buyer. After receipt of notice of termination, Seller shall continue to perform such work as necessary to preserve and protect material and work in progress or in transit until relinquishing possession and control of same as provided in the notice of termination. Upon compliance with a notice of termination, Seller shall be entitled to be compensated for actual costs incurred and a

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

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

Appendix 3

BACKGROUND INVESTIGATION REQUIREMENTS FOR NONEMPLOYEES FORM 35-159 REV. 2



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

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

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

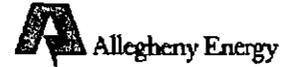
Supplier must complete and submit the Agency Verification of Background Check Completion form to the manager who has requested the leased worker for review and retention.

Drug Testing of Leased Employees – The Seller hereby agrees to conduct substance abuse testing on any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy using the chain-of-custody procedure specified by the U.S. Department of Health and Human Services. The sample is to be tested at a DHHS certified laboratory which uses #3545N SAP 10 #12 GC/MS substance abuse test. Forensic Drug Testing Custody and Control (10 Panel/TC#50) is completed at the collection site for substance abuse testing. Workers entering a position covered by Department of Transportation FHWA regulations 49CFR 40 are required to take a controlled substance test (NICAD). A urine drug test resulting in a "Dilute" negative report will require the candidate to repeat the drug test. A second "Dilute" negative result in which there is no physiological or medical explanation for the dilute urine sample, will result in the candidate not being referred to Allegheny Energy for assignment. Substance abuse tests are not valid for more than 45 days after the date of testing.

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

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

**BACKGROUND INVESTIGATION
REQUIREMENTS FOR NONEMPLOYEES**
FORM 95-158 REV. 2



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

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

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

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

Appendix # 4

A. Introduction

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

B. Format

The proposal shall be organized as follows:

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

Table of Contents

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

Summary

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

Vendor Experience

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

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

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

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

Experience with General Energy Savings Agreement Contracts

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

Personnel Qualifications

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

Fees and Expenses

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

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

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

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

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

Energy Audit Evaluation Template

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

Appendix # 5

Evaluation and Selection Process

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

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

Appendix # 7

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

Allegheny Energy Service Corporation – Procurement
Contracting Activity

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

Total Procurement Dollars Planned To Be

1. Subcontracted: \$ _____

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

	Goals	
	Percent	Dollars
HUB Zone Small Business		
Service-Disabled Veteran-Owned Small Business		
Small Business		
Small Disadvantaged Business		
Veteran-Owned Small Business		
Women-Owned Small Business		

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

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

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

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

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

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

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

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

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

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

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

1. Means a small business concern—

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

- ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

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

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

10. By signing the Plan the contractor assures (i) submission of periodic reports; (ii) cooperation in any studies or surveys required by the Federal Agency or Administration to determine the extent of compliance to the Subcontracting Plan; (iii) submission of Standard Form (SF) 294, subcontracting Report for individual Contracts, and/or SF 295, Summary subcontract Report. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

11. List the types of records maintained to demonstrate procedures that have been adopted to comply with the requirements and goals of the Plan, including established source lists and a description of efforts to locate small HUBZone, small disadvantaged, women-owned small business sources and veterans service organizations and subcontracts awarded (e.g., source lists, guides, organizations contacted, outreach efforts, internal guidance, workshops, training, seminars, monitoring performance, etc.).

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

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

Company

Name: _____

Name: _____

Title: _____

Address: _____

Telephone

Number: _____

Duties: _____

Signature &
Date:

1.0 SUBCONTRACTOR PLAN POLICY & REQUIREMENTS

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

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

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

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

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

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

2.0 FILING A SUBCONTRACTOR PLAN

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

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

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

3.0 FILING PLAN WITH ALLEGHENY ENERGY

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

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

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

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

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

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

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

1. Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

4.0 FAILURE TO COMPLY

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

Appendix # 9

Allegheny Power, Substance Abuse Policy

1.0 PURPOSE

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

2.0 POLICY

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

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

3.0 TESTING FOR CONTROLLED SUBSTANCES AND/OR ALCOHOL

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

4.0 TESTING PROCEDURE

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

Non-DOT 10 panel
NIDA 5 (DOT)

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

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

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

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

5.0 DISCIPLINE

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

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

6.0 ADMINISTRATION

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

AP Form 23-177

Contractor Substance Abuse Reasonable Cause
Documentation

e. Previous Positive Test Results:

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

f. Documentation:

- 1) Contractor Substance Abuse Program - Each Bidder should submit a copy of their program with their Proposal. In addition, the Responsible Seller Employee should be identified. As used herein, a Responsible Seller Employee shall be an Employee who will be responsible for receiving and maintaining test results in a confidential manner.
 - 2) The Buyer's Representative and Responsible Buyer Employee will be identified at the bid clarification meeting.
 - 3) Pre-employment Screening:
 - a) The Seller shall provide Buyer with a written notification that all Employees performing work for Buyer have been subject to a program approved by Buyer and are substance free (Attachment **Exhibit A-2**).
 - b) The Responsible Seller Employee shall notify the Responsible Buyer Employee in a confidential manner of any positive results.
 - c) The Seller shall furnish a listing of Social Security Numbers for all personnel brought on site immediately to the Buyer's Representative to be forwarded to the Responsible Buyer Employee for verification (against the list of current positives) that there have been no previous positive results within the last 12-month period. If any previous positive results are identified from any project at Buyer's facility, the Responsible Buyer Employee notifies the Responsible Seller Employee in a confidential matter. It is the Seller's responsibility to notify the Employee's union representative.
 - 4) Reasonable Cause or Accident/Safety Violation:
 - a) The Seller shall maintain a record of all test results in accordance with all applicable laws, rules, and regulations. Such results shall be made available to Buyer only on a need-to-know basis.
- b) The Seller shall notify union representation of any disciplinary action taken due to substance

abuse, and a record of any positive test results and a copy of documentation are available only on a need-to-know basis.

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

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Aestique Executive Healthcare or Medical Center One Aesthetic Way Greensburg, PA 15601 Contact: Michelle Sloan 724-832-7555 / Fax 724-832-7568		Corporate Health Exams Only
A.D.S. Occupational Health Alcohol & Drug Screening, Inc. 110 Feather Bed Lane Winchester, VA 22601 Contact: Jeanette H. Dooley/Judy White 540-667-7236 / Fax 540-667-7238	X	
Allegheny Valley Hospital Occupational Health 1301 Carlisle Street Natrona Heights, PA 15065 Contact: Karen Madoni, RN COHN 724-226-7045 / Fax 724-226-7416	X	X No Corporate Health
Antietam Health Link, Inc. 5000 Letterkenny Road Building 500, Suite #120 Chambersburg, PA 17201 717-267-0162 (Office Open Tues. and Thurs.-Daytime)	X No Breath Alcohol	X No Corporate Health
Antietam Health Link, Inc. 5 Roadside Avenue Waynesboro, PA 17288 Contact: Michael J. Brown, D.O./Kay Brown 717-765-8138 / Fax 717-765-8159	X	X No Corporate Health
Antietam Occ. Medicine 11110 Medical Campus Road, Suite 107 Hagerstown, MD 21742 Contact: Evie Baer, Office Manager 301-714-4420 / Fax 301-714-4415	X	X
Armstrong Occupational Health Medical Arts 600 Suite 650 One Nolte Drive Kittanning, PA 16201 Contact: Linda Wylie, R.N. 724-543-8116 (M-F 8:30 a.m.-5:00 p.m.) Fax 724-543-8534	X	X No Corporate Health
Braxton County Memorial Hospital 100 Hoylman Drive Gassaway, WV 26224 Contact: Linda Knapp 304-364-1037 / Fax 304-364-5809	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Brownsville General Hospital 125 Simpson Road Brownsville, PA 15417 Contact: Lisa Orris 724-785-1753</p>	<p>X No Breath Alcohol</p>	
<p>Business Health Services (City Hosp.) Dorothy A. McCormack Cancer Treatment and Rehabilitation Center 2000 Foundation Way, Suite 2200 Martinsburg, WV 26401 Contact: Kenda Rogers, RN (Hours 7:00 a.m.-5:00 p.m.) 304-284-1247 / Fax 304-284-1320</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Business Plus Healthcare (South Hills Medical Bldg. Suite 502) Jefferson Hospital P. O. Box 18119 Pittsburgh, PA 15236 Contact: Regis Noroski 412-489-5983 Scheduling 7:00 a.m. - 4:00 p.m. M-F / Fax 412-489-5946</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Butler Medical Associates 20421 Route 19 Cranberry Township, PA 16068 Contact: Dianne Scalzomogna/Judy Frederick 724-776-3080 / Fax 724-776-1340</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Butler Medical Associates (Butler Main Office) 1022B North Main Street Butler, PA 16001 (Main Office) Contact: Lisa Weckerly/Jean Bianco 724-282-7910 / Fax 724-282-2616 724-282-1010 Scheduling</p>	<p>X</p>	<p>X No Corporate Health</p>
<p>Centre Community Hospital 1800 East Park Avenue State College, PA 16803 Contact: Emma Smith 814-231-7094 Occupational Health 814-234-6106 Scheduling appts.</p>	<p>X</p>	<p>X</p>
<p>Clarion Hospital Occupational Health Service (Health Works) One Hospital Drive Clarion, PA 16214 Contact: Leigh Ann Hewitt, Occ. Mgr. 814-226-1396 (7:30 a.m.-4:00 p.m. M-F) Fax 814-226-1497</p>	<p>X</p>	<p>X No Corporate Health</p>

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
<p>Davis Memorial Hospital, Inc. P. O. Box 1484 Elkins, WV 26241 Contact: Robin Rowan, Dr. John Vetch 304-637-3265 / Beeper 304-362-7501 Fax 304-637-3779</p>	X	X No Corporate Health
<p>Dubois Hospital Occ. Health Ctr. West Side, 100 Hospital Avenue P. O. Box 447 Dubois, PA 15801 Contact: Connie Mowrey 814-375-3000 Fax 814-375-3346</p>	X	X No Corporate Health
<p>Elk Regional Health System 99 Hospital Street Ridgway, PA 15853 Contacts: Lab Mgr. Carol Yankovich Jane Eagen, LPN 814-788-5600 Fax 814-788-5690</p>	Drug and Alcohol— No Breath Alcohol	X
<p>Fairmont Clinic Fairmont Medical Group P. O. Box 1112 Fairmont, WV 26554 Contact: Peg Toothman 304-366-0700 Fax 304-366-0529</p>	X	X
<p>Fairmont General Hospital 1325 Locust Avenue Fairmont, WV 26554 Contact: Brian Pulice 304-367-7544 / Beeper 304-362-6221 Fax 304-367-7148</p>	X	X No Corporate Health
<p>Fairmont Physicians, Inc. Rife Medical Arts Building 811 Pike Street Shinston, WV 26431 Contact: Heather Bailey 304-592-0992 Fax 304-592-0993</p>		Corporate Health Only
<p>Fay West Occ. Health Services (Pamela Gianni, M.D., M.P.H.) R. D. #6, Box 2854 Rt. 819S Mt. Pleasant, PA 15666 (Hours 9:00 a.m.-5:00 p.m. M & Th 7:00 a.m. - 3:00 p.m. T, W, & F) Contact: Brandy Mayhla/Dawn Miller 724-547-4957 / Fax 724-547-4959</p>	X No Breath Alcohol	X

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Frederick Occ. Health Service 1560 Opossumtown Pike Frederick, MD 21702 Contact: Carolyn Cable 301-898-3000 / Fax 301-898-3003	X	X No Corporate Health
Frick Hospital & Community Health Center 508 South Church Street Mt. Pleasant, PA 15666 Contact: Dick Frey 724-547-1050 / Fax 724-547-1666 Call Lab after hours (724-547-1255)	X (24 hours)	
Frostburg Health Center 10701 New George's Creek Road Frostburg, MD 21532 Contact: Susie Thrasher 301-889-3229 / Fax 301-889-1129	X	X No Corporate Health
Hagerstown Medical Lab 747 Northern Avenue Hagerstown, MD 21740 Contact: No contact needed - whoever answers 301-790-8670 Fax 301-790-3707	X	
Hampshire Memorial Hosp., Inc. 549 Center Avenue Romney, WV 26757-1199 Contact: Jeanette McCauley-Saville 304-822-5817 Fax 304-822-7809	X	X No Corporate Health
HEALTHSOUTH Nittany Valley Rehabilitation Hospital 650 W. College Avenue Pleasant Gap, PA 16823 Contact: Cindy Parks 814-234-1986 M-W / 814-359-3421 Ext. 752 T-Th-F Stephanie Wesolowski 814-359-3421 Fax 814-359-5898	X	X No Corporate Health
Hempfield Medical Park 870 Weatherwood Lane Mt. Pleasant Road Greensburg, PA 15601 Contact: Kathy Dobrosky, Diagnostic Associates 724-853-1610 Fax 724-853-1614		X Corporate Health Only (diagnostic testing and physical exam) Sigmoid at Latrobe Hospital.

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Institute of Occupational & Environmental Health 3801 Health Sciences South P. O. Box 8190 Morgantown, WV 26506 Contact: Carolyn Bolyard/Chris Garbart 304-293-3693 / Fax 304-293-2629 Reference <u>must</u> be made when scheduling appts: UHA Med. Records #52609320	No Reasonable Cause or Random Drug Testing— Pre-Employment Only	X No Corporate Health
Marietta Memorial Hospital 401 Matthew Street Marietta, OH 45750 Contact: Bonnie McGowan/Janet Campbell 740-374-4915 Fax 740-374-4977	X Drug tests may be scheduled after hours for random testing.	X No Corporate Health
MedBrook Medical Center 1370 Johnson Avenue Bridgeport, WV 26330 Contact: Beth Belcastro/Cassandra Boyles 304-842-7495 / Emergency 304-842-7166 Fax 304-842-7578	X	X
WPHC At Delmont Westmoreland Primary Health Center 421 Route 22 Delmont, PA 15626 Contact: Sue O'Nam 724-468-8764 / Fax 724-468-8785	X	X No Corporate Health
WPHC at Irwin Westmoreland Primary Health Center 8337 Lincoln Way West Irwin, PA 15642 Contact: Marcy Cindric 724-864-7720 Fax 724-864-4614	X	X No Corporate Health
WPHC at Mt. View Westmoreland Primary Health Center R. D. #8, Box 130M Greensburg, PA 15601 Contact: Melanie Russell 724-834-2525 Fax 724-834-8171	X	X No Corporate Health
WPHC At Youngwood Westmoreland primary Health Center 505 N. Fourth Street Youngwood, PA 15897 Contact: Regina Kintz 724-925-3300 Fax 724-925-1690	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Mid-Ohio Valley Medical Assoc. 604 Ann Street Parkersburg, WV 26101 Contact: Lisa Null/Robin Lyons 304-485-3300 Fax 304-485-3317	X No Breath Alcohol	X Must schedule appointment
Monongahela Valley Hospital, Inc Country Club Road Monongahela, PA 15063 Contact: Janet Kuhn, RN 724-258-1224 Fax 724-258-5075	X	X No Corporate Health
Monongalia Hospital 1200 J.D. Anderson Drive Morgantown, WV 26505 Contact: Lavora Price/Bonnie McMillan 304-598-1251 Fax 304-598-1256	X Drug Collection Only (24 hrs.)	
Mt. Top Medical Center P. O. Box 77 Mt. Storm, WV 26739 Contact: Dixie Collette 304-693-7616 Fax same as telephone	X	X No Corporate Health
Page Health Care 125 Memorial Drive Luray, VA 22835 Contact: Clara Layman 540-743-1532 / Fax 540-743-1288	X	X
Page Memorial Hospital 200 Memorial Drive Luray, VA 22835 Contact: Bonnie J. Frye, RN (Marketing) 540-743-4561 Ext. 222 / Fax 540-743-8560	X	
Potomac Valley Hospital 167 South Mineral Street Keyser, WV 26726 Contact: Cindy Wilson, RN 304-788-3141 / Fax 304-788-0141	X	X No Audiograms No Corporate Health
Preston Memorial Hospital 300 South Price Street Kingwood, WV 26537 Contact: Jolinda Stemple or Kelly Jeffries 304-329-4702 (Kelly - Ext. 305) / Fax 304-329-1175	X	X No Corporate Health
St. Joseph Occupational Health P. O. Box 327 Parkersburg, WV 26102 Contact: Robert Spencer 304-424-4229 / Pager 304-420-5390	X	X No Corporate Health

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
St. Joseph Medical Plaza 10 Amalia Drive Buchannon, WV 26201 Contact: Linda Lantz 304-473-2208 Lab: Michael Walton 304-473-2042	X (24 hrs.)	X No Corporate Health
Elk Regional Health Center 783 Johnsonburg Road St. Marys, PA 15857 Contact: Sharon K. Woge, BAT, Occ. Health 814-788-8565 / Fax 814-788-8046	X	X No Corporate Health
Summit Health/Waynesboro Hospital 501 E. Main Street Waynesboro, PA 17288 Contact: Jerrin Shanholz, Sales Rep. 717-267-4874 / Pager 301-293-3645 Cellular 301-667-9210 / Fax 717-267-6388 Lab Mgr. David Meeder 717-765-4000 Ext. 6313	X	Use Antietam Health Link for Pre- Employment DOT exams. No Corporate Health
Trinity Workcare 3203 Johnson Road Steubenville, OH 43962 Contact: Pam Vukelich 740-264-4250 / Fax 740-264-0148	X Drug screening M-F 8-4. After hours, 740-264-2154. After the beeper tone, you must dial number where you can be reached; otherwise call hospital operator at 740-264-8000	X No Corporate Health
Urgent Care Center 607 East Jubal Early Drive Winchester, VA 22601 Contact: Kelly Macher 540-722-0691 Diane M. Hearne, RN 540-722-4525 Fax 540-722-0683	X	X No Corporate Health
Warren Memorial Hospital 1000 Shenandoah Avenue Front Royal, VA 22630 Contact: Denise Eastham 540-636-0259 / Drug Screen Only 540-636-0280 Fax 540-636-0124	X	X No Corporate Health
Washington Hospital Occupational Medical Center 95 Leonard Avenue Washington, PA 15301 Contact: Denise Garvey, RN 724-223-3528 / Fax 724-229-2401	X	X No Corporate Health
Waynesboro Hospital - See Summit Health		

Collection & Examination Sites	DOT and Non-Dot Drug & Breath Alcohol	DOT Pre-Employment Corp. Health Examinations
Weirton Medical Center 601 S. Colliers Way Weirton, WV 26062 Contact: John Kopcha 304-797-6110 Linda Hoge 304-797-6028	X	
Westmoreland Regional Hospital 532 W. Pittsburgh Street Greensburg, PA 15601 Lab: 724-832-4365 (D&A) Contact: Donna Barkey Supv. 724-832-4886	X Reasonable Cause and Post Accident Only (24 hrs.)	
WorkWell Wellness Center St. Francis Central Hospital 1200 Centre Avenue Ninth Floor, Suite 970 Pittsburgh, PA 15219 Fax 412-471-3789		Corporate Health Only

*** In case of emergency, if unable to reach one of the above sites near you, call:
SPECTRUM MEDICAL SERVICES, INC.
 1-800-253-5077

4/26/00

Appendix # 10

GUIDELINES FOR BIDDING VIA POWERADVOCATE

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Audit: Food Preparation, Commercial Building 100,000 sq ft						
Lighting System - T12						
Refrigeration - (3) 200 ton units						
Numerous process/packaging lines						
Electrical Demand = 1,300 kW, Average monthly usage = 600,000 kWhrs						
Hourly Billing Rate	Principal Engineer Hours	Staff Engineer Hours	Engineer in Training Hours	Technician Hours	Designer - Draftsmen Hours	Administrative Clerical Hours
Task						
Pre Site Visit Related Work						
Collect Utility Data - 3 years						
Primary audit questions						
Conference call(s)						
Review previous studies						
Review screening forms with AP						
Determine direction of targeted energy audit						
On Site Work						
Meeting with facility manager/operators						
Review survey/control logging system						
Targeted audit on chiller systems						
Obtain plant facility drawings						
Review building heating system						
Make system level measurements						
HVAC						
electrical load						
chiller system						
Observe operations						
Field measurements (physical space)						
Analysis/reporting work						
Document existing conditions						
Review utility bills and document usage patterns, demand, PF, etc.						
Benchmarking analysis						
Energy analysis on targeted system						
Lighting						
Chiller systems						
Economic Analysis - simple payback, IRR, etc.						
Discussion of Improvements						
Recommendations						
Total	0	0	0	0	0	0

Appendix # 12

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Harrisburg, PA. 17105-3265

Public Meeting held February 5,
2009

Commissioners Present:

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

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

Docket No.
M-2008-2074154

FINAL ORDER

BY THE COMMISSION:

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

BACKGROUND AND HISTORY OF THIS PROCEEDING

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

As noted above, the Act states that “[t]he Commission shall, by March 1, 2009, establish a registry of approved persons qualified to provide conservation services to all classes of customers.” 66 Pa.C.S. § 2806.2(a). The Act further defines “conservation service provider” as “an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an [EDC].” 66 Pa.C.S. § 2806.1(m). Finally, the Act requires each EDC plan to “include a contract with one or more conservation service providers selected by competitive bid to implement the plan or a portion of the plan as approved by the Commission.” 66 Pa.C.S. § 2806.1(b)(1)(i)(e).

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

Commission should establish for conservation service providers on the registry.

Comments were due November 26, 2008.

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

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

DISCUSSION

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

A. Application Review Process

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

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

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

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

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

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

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

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

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

B. Conservation Service Provider Identity Information

The Act defines a CSP as “an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company.” 66 Pa.C.S. § 2806.1(m). As the Commission and EDCs must be able to identify the type of entity a CSP is and confirm that it is not owned, partnered or affiliated with an EDC, the Commission requires all CSP registry applicants to provide the following information:

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

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

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

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

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

⁴ *Id.*

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

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

C. Minimum Experience and Technical Qualifications

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Evidence of Financial Responsibility

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

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

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

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

THEREFORE,

IT IS ORDERED:

1. That the Commission hereby establishes a Conservation Service Provider Registry pursuant to 66 Pa.C.S. § 2806.2.
2. That the Commission hereby adopts the Application Form for Parties Wishing to Register as a Conservation Service Provider as found in Annex A.
3. That the Commission hereby establishes a \$125 initial application fee and a \$25 application renewal fee.
4. That the Commission's Bureau of Fixed Utility Services shall maintain and administer the registry, with the assistance of the Commission's

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

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

BY THE COMMISSION

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: February 5, 2009

ORDER ENTERED: February 5, 2009

RECEIVED

AUG 27 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANNEX A



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

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

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

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

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

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

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

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

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

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

In person or by mail other than first-class:

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

By first-class mail:

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

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

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

Confidentiality:

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

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

To the Pennsylvania Public Utility Commission:

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

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

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

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

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

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

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

or

The Applicant will not be using a fictitious name.

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

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

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

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

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

or

The Applicant is a:

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

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

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

The Applicant is incorporated in the state of _____.

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

Affiliate(s) of the Applicant doing business in Pennsylvania as a CSP or an electric distribution company ("EDC") are:

Give name and address of the affiliate(s).

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

The Applicant is presently doing business in Pennsylvania as a

Describe nature of business.

OR

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS**

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

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

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

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

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

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

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

14. **FINANCIAL RESPONSIBILITY:**

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

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

B. Applicant must provide the following information:

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

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

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

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

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

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

OR

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

Applicant: _____

By: _____

Title: _____

AFFIDAVIT

[Commonwealth/State] of _____ :

: ss.

County of _____ :

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

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

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

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

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

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

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

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

Signature of Affiant

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

Signature of official administering oath

My commission expires _____.

APPENDIX A

**COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

TAX CERTIFICATION STATEMENT

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

1. CORPORATE OR APPLICANT NAME	2. BUSINESS PHONE NO. () CONTACT PERSON(S) FOR TAX ACCOUNTS:
3. TRADE/FICTITIOUS NAME (IF ANY)	
4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE (ZIP)	
5. TYPE OF ENTITY <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	
8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)	
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ - _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ - _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ - _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ - _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ - _ _ _ _ _
9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS: A, B, AND C MUST BE COMPLETED)	
A. SALES TAX LICENSE (8 DIGITS) APPLICATION PENDING N/A _ _ _ _ _ - _ _ _ _ _ <input type="checkbox"/> <input type="checkbox"/>	C. CORPORATE BOX NUMBER (7 DIGITS) APPLICATION PENDING N _ _ _ _ _ _ _ <input type="checkbox"/> <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS) APPLICATION PENDING N/A _ _ _ _ _ - _ _ _ _ _ <input type="checkbox"/> <input type="checkbox"/>	
10. Do you have PA employees either resident or non-resident? <input type="checkbox"/> YES <input type="checkbox"/> NO	
11. Do you own any assets or have an office in PA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS	
PA SALES AND USE TAX	CORPORATE TAXES

EMPLOYER TAXES

PHONE

PHONE

PHONE

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

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

Greensburg, PA 15601



J19201800099225

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

Ship Date: 27AUG10
ActWgt: 5.0 LB
CAD: 8924375/NET3060

Delivery Address Bar Code:



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

MON - 30 AUG A1

TRK# 7989 9217 4925
0201

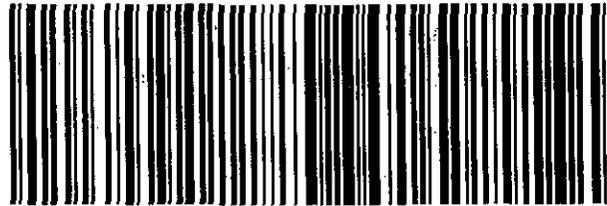
PRIORITY OVERNIGHT

17120

PA-US

MDT

KM MDTA



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After printing this label:

