



**Duquesne Light**  
Our Energy...Your Power

411 Seventh Avenue  
16<sup>th</sup> Floor  
Pittsburgh, PA 15219

Tel 412-393-1541  
Fax 412-393-1418  
gjack@duqlight.com

**Gary A. Jack**  
Assistant General Counsel

**RECEIVED**

FEB 5 2010

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

February 5, 2010

**VIA OVERNIGHT MAIL**

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120

**Re: Energy Efficiency and Conservation Program—RFP Procedures  
Docket No. M-2009-2093217**

Dear Secretary McNulty:

Duquesne Light Company (“Duquesne”) respectfully requests approval of one modification to its previously approved Request for Proposal (“RFP”) Procedures, for Demand Response only, in connection with the above-referenced docket. On March 26, 2009, Duquesne filed amended RFP Procedures for its Energy Efficiency Programs, and received the Commission’s approval in a Secretarial Letter dated April 6, 2009. Duquesne’s Demand Response RFP Procedures are identical to its Energy Efficiency RFP Procedures, with the exception of one proposed change to its evaluation criteria.

Duquesne believes that the price criterion is much more important – and thus should be given higher weight --- for the Demand Response Programs.

Specifically, Duquesne requests approval of the following bid evaluation criteria:

1. Quality and Approach (45%). This includes the quality of the proposed work plan and approach, the likelihood of achieving quality and delivery objectives, prior performance, quality and experience of key personnel, technical exceptions, and other factors.



**Duquesne Light**

*Our Energy...Your Power*

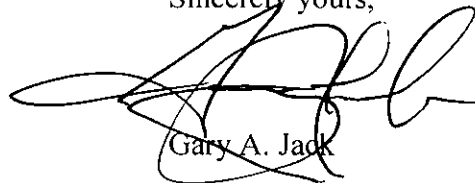
2. Schedule (10%). This includes the timeliness of performance and the likelihood of achieving schedule objectives.
3. Price (40%). This includes the quoted price, terms of pricing, and any cost adjustments to reflect scope differences, costs borne by Duquesne Light, cost risks/uncertainties, etc.
4. Commercial (5%). This includes exceptions or modifications to contractual terms, quality of the warranty or pay-for-performance terms, credit worthiness and financial strength of the company, disadvantaged, local business, and other factors that are not directly reflected in the above listed categories.

Additionally, these criteria were previously approved as part of PPL's evaluation criteria in its RFP procedures.

The Demand Response RFP Procedures have been modified to reflect the proposed change to evaluation criteria as well as to insert the specific information for the Demand Response programs (Attachment A).

Duquesne respectfully requests approval of the evaluation criteria noted above for its Demand Response RFP Procedures only.

Sincerely yours,



Gary A. Jack

**RECEIVED**

FEB 5 2010

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

Enclosure

cc: Bohdan Pankiw – Law Bureau  
Robert Wilson – Fixed Utility Services  
Wayne Williams – Bureau of Conservation, Economics & Energy Planning

# Attachment A

**RECEIVED**

FEB 5 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



# **Duquesne Light Company Request for Proposal**

**To Obtain Conservation Service Provider(s) to Implement Part of Duquesne  
Light's Energy Efficiency and Conservation Plan  
For the Direct Load Control Program  
For Residential and Small/Mid-Sized Commercial and Industrial**

**February 5, 2010**

# Duquesne Light Company Request for Proposal

## TABLE OF CONTENTS

<b>1</b>	<b>Executive Summary .....</b>	<b>1</b>
1.1	CSP Obligation and Payment .....	1
1.2	Key RFP Definitions and Terms: .....	1
1.3	Duquesne Light RFP Information .....	2
<b>2</b>	<b>Tentative RFP Schedule.....</b>	<b>2</b>
<b>3</b>	<b>Eligibility .....</b>	<b>2</b>
3.1	Expression of Interest Form (Appendix A) .....	3
3.2	Confidentiality Agreement (Appendix B) .....	3
3.3	Pre-Bid Application Form (Appendix C).....	3
3.4	PUC Registration .....	4
<b>4</b>	<b>Program background.....</b>	<b>5</b>
4.1	Introduction.....	5
4.2	Residential Direct Load Control Program .....	5
4.3	Small and Mid-Size C/I Direct Load Control Program Purpose and Summary .....	10
4.4	Program Budget .....	14
4.5	Payment to CSP.....	14
4.6	Program Scope of Work.....	14
<b>5</b>	<b>Bidder proposal format.....</b>	<b>15</b>
5.1	Introduction.....	16
5.2	Approach.....	16
5.2.1	Program Planning .....	16
5.2.2	Project Implementation .....	18
5.2.3	Reporting and Invoicing .....	19
5.2.4	Program Ramp-Down and Final Reporting.....	20
5.3	Cost Proposal: Schedules and Budgets.....	21
5.4	Organizational Qualifications and Staffing.....	21
5.5	Team Member Bios and Certifications.....	21
<b>6</b>	<b>Proposal submission, Evaluation Criteria and contractor selection .....</b>	<b>22</b>
6.1	Submittal of Proposals.....	22
6.2	Conforming Proposals .....	22
6.3	Duquesne Light Confirmation of Proposal Submission .....	22
6.4	Overview of Bid Evaluation Criteria and Process .....	22
6.5	Selection of Winning CSPs .....	24
6.6	Contract Execution.....	24
6.7	Duquesne Light's Filing at the Commission.....	24
6.8	Duquesne Light will seek Commission approval.....	24
6.9	Termination of the Agreement .....	24
6.10	Contingency Plan .....	24
<b>7</b>	<b>MISCELLANEOUS.....</b>	<b>24</b>
7.1	Elimination Right.....	24
7.2	Warranty on Information .....	25

<b>7.3</b>	<b>Hold Harmless .....</b>	<b>25</b>
<b>7.4</b>	<b>CSP's Acceptance .....</b>	<b>25</b>
<b>7.5</b>	<b>Confidential Information .....</b>	<b>25</b>
<b>7.6</b>	<b>Cooperation in Obtaining Regulatory Approvals.....</b>	<b>26</b>
<b>7.7</b>	<b>Affiliate Participation .....</b>	<b>26</b>
<b>7.8</b>	<b>Treatment of Minority Businesses .....</b>	<b>26</b>
<b>7.9</b>	<b>Contact Information.....</b>	<b>26</b>

- Appendix A. Expression of Interest Form
- Appendix B. Confidentiality Agreement
- Appendix C. Pre-Bid Application Form
- Appendix D. Bid Form Spreadsheet
- Appendix E. Binding Bid Agreement
- Appendix F. Reporting Requirements

*This Request for Proposal comports in all respects with the Pennsylvania Public Utility Commission Opinion and Orders of December 18, 2008 and January 15, 2009 at Docket Nos. M-2008-2074154 and M-2008-2069887.*

# 1 EXECUTIVE SUMMARY

Duquesne Light Company (Duquesne Light) is seeking in this Request-For-Proposal (RFP) to procure a Conservation Service Provider (CSP) to implement and operate the Direct Load Control Program for residential and small to mid-size commercial and industrial customers. It is part of the Energy Efficiency and Conservation Plan (EE&C Plan) according to the terms approved by the Pennsylvania Public Utility Commission's (Commission) orders dated December 18, 2008 and January 15, 2009 at Docket Nos. *Docket Nos. M-2008-2074154 and M-2008-2069887*, respectively.

CSPs interested in participating in the RFP are required to express their non-binding interest to bid by completing and submitting the Expression of Interest Form (Appendix A); a CSP is not eligible to complete this bid until this form is submitted. See eligibility section for details.

Duquesne Light is required to conduct the RFP pursuant to the Commission's Implementation Order at Docket No. M-2008-2069887. These RFP Procedures have been appropriately written to comport in all respects with the Commission's Orders at Docket Nos. *M-2008-2074154 and M-2008-2069887*.

## 1.1 CSP Obligation and Payment

A winning CSP will provide service for the implementation of the EE&C plan corresponding to the type of service won in the RFP. Payments to winning CSP(s) will be based on a pay-for-performance contract. **Program performance goals, associated payments and administrative costs are outlined within this RFP, and so Duquesne Light is seeking the most qualified CSP or CSPs for this Program, to be based on the strength of bidder proposals.**

## 1.2 Key RFP Definitions and Terms:

**Bid Due Date** – Duquesne Light requires potential CSPs to submit their bids no later than March 6, 2010 at 11:00 am Eastern Prevailing Time (EPT).

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

**Service Obligation** – RFP winners will be CSP(s) that provide services in order to implement and operate the residential and small and mid-size commercial and industrial direct load control program. The RFP winner(s) will not have direct or indirect ownership, partnership or other affiliated interest with an electric distribution company.

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

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

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

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

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

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

### 1.3 Duquesne Light RFP Information

Information related to this RFP will be posted on Duquesne Light’s RFP website: [www.duquesnelight.com/wattchoices](http://www.duquesnelight.com/wattchoices). On this website, certain general information about the RFP will be accessible to all parties, including the RFP procedures and related documents including all appendices to this RFP.

## 2 TENTATIVE RFP SCHEDULE

Proposed schedule for RFP process is as follows:

Letters to potential CSPs	February 5, 2010
Expression of Interest Form completed	February 12, 2010
Confidentiality Agreement Executed	February 12, 2010
Pre Bid Application Form Completed	February 12, 2010
Customer/operational info made available, if any	February 19, 2010
CSP bid conference	February 25, 2010
Bids due	March 5, 2010
Winning CSP(s) selected	April 2, 2010
Agreement(s) signed	TBD

## 3 ELIGIBILITY

The purpose of the eligibility process is to provide information to the potential CSPs regarding their eligibility to bid. An Applicant (as defined in the attached Pre-Bid Application Form) is eligible to bid if, in a timely and complete fashion, each of the following 4 criteria are met.



### 3.1 Expression of Interest Form (Appendix A)

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

### 3.2 Confidentiality Agreement (Appendix B)

Each CSP will be required to sign a Confidentiality Agreement Form (Appendix B). A CSP will not be eligible to submit a bid until, among other things, it has executed and delivered the Confidentiality Agreement.

### 3.3 Pre-Bid Application Form (Appendix C)

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

The Pre-Bid Application Form and the requested information must be submitted to Duquesne Light. All submitted information must be in the English language, and all financial data must be denominated in United States currency and conform to generally accepted accounting principles (GAAP) in the United States. If the Certifying Company's financial information is consolidated with other entities, then it is the CSP's responsibility to extract and submit as separate documents all data and information related solely to the Certifying Company. This must include all financial information, associated notes and all other information that would comprise a full financial report conforming to GAAP. In the event the Certifying Company's information is not submitted by the due date or is submitted in an incomplete fashion, the CSP will be eliminated from further consideration in the RFP. **Therefore, it is in each CSP's interest to submit its pre-bid information early in the process, allowing some time to cure incomplete information before the Pre-Bid Application Form due date.**

---

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

### 3.4 PUC Registration

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

---

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

<sup>3</sup> *Id.*

## **4 PROGRAM BACKGROUND**

### **4.1 Introduction**

Duquesne Light, through this Request for Proposal, seeks to contract with a CSP to develop and implement a direct load control program for residential and small to mid-sized commercial and industrial customers. A bidder may respond with a proposal for the residential program alone, the small to mid-sized commercial and industrial program alone, or to both programs. The period of performance will be an estimated three years and two months, starting with program award and planning in April 2010 and ending with program completion and reporting in June 2013.

Program delivery will be consistent with other Duquesne Light programs. In particular, the program will coordinate with other residential, commercial and industrial sector programs for energy efficiency. The CSP will encourage customers to participate in other Duquesne Light programs.

All program documents, forms, procedures, data and reports produced by the CSP under contract with Duquesne Light shall become the property of Duquesne Light, except for proprietary agreements and documents between the CSP and its clients.

Duquesne Light is interested in continuing the program beyond the program year ending May 31, 2013 to perhaps program year ending May 31, 2017. However cost recovery will be allowed by the PA PUC "...up to, but not beyond, November 13, 2013. While CSPs are free to contract with Duquesne for contract lengths of their choice, cost recovery for contracts extending beyond November 30, 2013, however, shall be addressed when the Commission makes a determination regarding Act 129 goals for the second plan period ending May 31, 2017." (Pennsylvania Public Utility Commission, Docket No. M-2009-20933217, Final Order, October 22, 2009, p. 85-86.) If the respondent to this RFP wishes to propose a plan continuing beyond 2013, Duquesne will give it consideration.

### **4.2 Residential Direct Load Control Program**

#### Program Purpose and Summary

The residential program will achieve the benefits of demand response by cycling off electric central air conditioners and electric water heaters for residential customers. Target customers will include owner-occupied single-family homes with central air conditioners, including detached residences as well as attached homes such as townhomes and patio homes. Renter occupied homes, apartments and condominium developments will not be eligible due to ownership considerations and the presence of central air conditioning units that are typically smaller than those found in single-family homes.

The program is anticipated to recruit over 15,000 participants across the three years of program implementation. There are about 520,000 residential customers, of which about 130,000 are believed to be equipped with central air conditioning. Electric water heating is present in about

10% of all homes. A special effort will be made to target homebuilders and residents of new homes installing central air conditioning to encourage their participation.

The principal goal is to install systems able to achieve 18.6 MW of savings by the beginning of the summer of 2012. Even though the program year ends May 31, 2013, the load reductions must be achieved during the months of June through September of 2012, for purposes of meeting the requirements of the Pennsylvania Public Utility Commission. It is expected that the participation targets for 2010 will not be reached until after the summer season.

A summary of residential program participation and load reductions is shown below.

<b>Residential Air Conditioner Cycling Program Summary</b>			
<b>Summer (June through September)</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Participants with air conditioning/year</b>	<b>4,991</b>	<b>5,039</b>	<b>5,088</b>
<b>Participants with air conditioning cumulative</b>	<b>4,991</b>	<b>10,030</b>	<b>15,118</b>
<b>Load reduction from air conditioning/year (kW)</b>	<b>5,989</b>	<b>6,047</b>	<b>6,106</b>
<b>Load reduction from air conditioning cumulative (kW)</b>	<b>5,989</b>	<b>12,036</b>	<b>18,141</b>
<b>Participants with water heating/year</b>	<b>499</b>	<b>504</b>	<b>509</b>
<b>Participants with water heating cumulative</b>	<b>499</b>	<b>1,003</b>	<b>1,512</b>
<b>Load reduction from water heating/year (kW)</b>	<b>150</b>	<b>151</b>	<b>153</b>
<b>Load reduction from water heating cumulative (kW)</b>	<b>150</b>	<b>301</b>	<b>454</b>
<b>Total load reduction/year (kW)</b>	<b>6,138</b>	<b>6,198</b>	<b>6,258</b>
<b>Total load reduction cumulative (kW)</b>	<b>6,138</b>	<b>12,336</b>	<b>18,595</b>

Duquesne Light would like to obtain even more participants than shown in the plan in order to increase the chances of meeting the load reduction goals, especially in the summer of 2012.

The goal of 18.6 MW of load reduction is to be met on average for the 100 highest hours of load on the Duquesne system for the summer of 2012 or a target savings of 1,860 MWhs. At the time of program design, the goal assumed 48 hours of participation per participant. Thus, it will be desirable to increase the goal in MW as a way to meet the target savings, assuming that customers will be reluctant to accept 100 hours of load reduction. The goal of 18.6 MW of load reduction over 100 top hours may be achieved alternatively by other combinations such as by 37.2 MW (2 x 18.6 MW) over 50 of the top 100 hours.

#### Program Measures

The program will feature the load cycling switch technology, building on the experience of a 150 switch pilot program deployed, but never operated, by DLC. However, it is expected that the switch under this program will be configured to achieve more cost-effective load reductions through the use of an adaptive algorithm during cycling events. The advantage of the adaptive algorithm is to adjust the air conditioner operation tailored to the amount of electricity use by each individual participant at or just prior to the time of the cycling event.

It is anticipated that customers will be recruited with the offer to participate for up to 15 events for up to 6 hours per event for a total of 90 hours. However, it is expect the more common

practice will be a likely load reduction of between 40 and 60 hours per season with an average of 12 events and 4 hours per event for 48 hours.

Another marketing approach could be to indicate that up to 20 events would be called for up to 6 hours or 120 hours per season. This could also translate into 60 events for two hours each on average, on the assumption most participants will not be bothered by two hour events. The population of participants could be segmented into three or four groups each with two hour events, particularly on the highest system load days.

The cycling share is likely to be 50% or 15 minutes off out of each 30 for the average unit. With dynamic algorithms, the time off could be more to equalize the impact. Consideration will be given to operations with 100% off for a higher incentive. Consideration will be give also to higher incentives for more hours of participation.

Eligible water heaters will be only those found in homes participating in the air conditioner cycling program.

Water heating cycling will take the form of continuous interruption during the event. Thus a water heater would be turned off for four hours in a four hour event, five hours in a five hour event and maximum of six hours off. In fact all events could be promoted as four hour events for water heaters even if the air conditioner cycling lasted for two hours.

The switches will be installed with permission of the participants. The switch will be installed on the air conditioner condensing unit outside the home and water heaters inside the home. Multiple air conditioners and water heaters in a home may participate. Communications to the switches will be accomplished through media arranged by and under control of the CSP. Control switches will be installed in a safe and effective manner with a high degree of confidence for successful operation of customer equipment during curtailment events.

### Incentives

Participants will receive the load cycling unit at no charge and no charge for installation. Customers will receive credits on their monthly electric bill for participation amounting to \$32/unit per summer season. This is based on an incentive of \$8/unit/month for each of the four summer months. It assumes a typical cycling strategy of 50%, or about 30 minutes off during each 60 minutes of the event. Higher incentive levels may be adopted if different program options are offered, such as participants agreeing to 100% cycling where air conditioners are turned off for the duration of the event.

The water heater incentive will be \$2.50/unit per month for four months or \$10 per season.

Credits will be calculated monthly in electricity bills received by the customer after installation of the direct load control systems.

Duquesne Light is willing to consider alternative combinations of cycling and incentive rates as proposed by the respondent to this RFP.

## Marketing

The program may be promoted through a variety of strategies, including:

- Direct marketing techniques including direct mail, telemarketing, and door to door sales
- Existing utility resources including bill inserts, websites, customer service call center representatives
- Literature will be prepared for use in direct mail, door hangers, public meetings, and response to customer inquiries
- Media events for radio, television and news papers
- Presentations at public meetings such as civic clubs, church groups, and neighborhood associations

Duquesne Light will rely on the CSP for marketing, promotion, and recruiting participants. However, CSP design and production of literature and copy will be subject to approval by Duquesne Light, including the use of the corporate name and logo. Marketing by Duquesne Light may include:

- Up to three notices in bill inserts per year to highlight the program
- Website sign up page
- Part of promotion of energy efficiency and other Duquesne Light programs at fairs, home shows, neighborhood associations, civic and religious groups
- Training of call center reps to answer basic questions and produce a lead form or email for interested customers
- Letters of introduction for use by the CSP with prospective customers.

## Delivery

The program will be delivered under contract with a third party CSP experienced in implementing air conditioner cycling programs. The contractor will be responsible for such activities as:

- Marketing
- Acquiring and inventorying equipment for installation
- Contracting and training of installation and service technicians
- Arranging equipment installation
- Communicating with equipment during cycling events
- Handling customer service issues
- Managing call centers for customer inquiries, installation and service
- Monitoring and verifying performance

The contractor to Duquesne Light may be an existing curtailment service provider (CSP) participating in the wholesale power markets of the PJM.

## Operations

Events will be called by Duquesne Light using protocols mutually agreeable with the CSP. Motivations for calling curtailment events will be for system reliability, economic dispatch, and Act 129 load management. Duquesne Light expects to develop strategies to help predict the top 100 hours of system load in each summer as the season progresses.

Events will be staged to optimize load reduction taking into account customer satisfaction and revenue impacts. The CSP is expected to manage events to minimize spikes on the system load when air conditioners and water heaters return to normal operation.

The respondent will need to show how equipment installation and maintenance would be managed to exclude areas of the Duquesne Light service territory which may not receive communication signals.

## Measurement and verification

The program will document performance for load reductions and cost-effectiveness. The CSP will report events, participation, and load reductions. Annual, monthly and weekly reports will be developed as needed. The CSP will maintain a dashboard accessible to Duquesne Light program management to provide a status report on program activity.

Duquesne Light is specifying load cycling using dynamic algorithms which is capable of increasing the load reduction. Duquesne Light estimated load reductions of 1.2 kW per unit per hour and 0.3 kW per unit per hour for water heaters.

The respondent to this RFP is encouraged to document their experience with dynamic cycling for climate regions similar to Duquesne Light. Such documentation could be acceptable to the PA PUC if based on third party independent analysis.

The respondent is encouraged to propose how it would estimate energy and demand savings in direct load control programs based on the current guidance from the Statewide Evaluation Team.

“According to PJM procedures, the capacity value of these resources must be stipulated based on a Load Research Study or using Deemed Savings Estimates for Legacy Air Conditioning and Water Heating Direct Load Control Programs in the PJM Region conducted by Lawrence Berkeley National Laboratory (LBNL).” (Source: Statewide Evaluation Team, “Discussion and Recommendations to the Pennsylvania Public Utilities Commission for Interim Approval and Clarification of Protocols for Measuring and Evaluating Demand Response Programs for Act 129: Draft.” January 25, 2010, p. 5.)

Duquesne Light has not planned or budgeted for load research studies for this program. If such research is deemed necessary by the respondent, a section of the proposal could define the purpose, scope, method, timing and costs of such a project.

Duquesne Light will want to have the operation of the units checked prior to the summer of 2012. Thus in the spring of 2012, a statistical sample of units should be selected and then checked on site for communications and operation under the load cycling program.

Duquesne Light is likely to be expected to hire an independent evaluation, measurement and verification contractor for this program. The evaluation will involve a statistically significant sample of events and a statistically significant sample of participants. Both must be designed to achieve a 90% confidence level. The contractor will be expected to conduct site visits, calculate realization rates, and submit final load curve documentation.

The CSP will be expected to cooperate in both impact and process evaluations of the program.

### **4.3 Small and Mid-Size C/I Direct Load Control Program Purpose and Summary**

#### Program Purpose and Summary

The program will achieve the benefits of demand response by cycling off central air conditioners for small and medium sized commercial and industrial facilities. There are about 45,000 accounts for small facilities and 9,000 accounts for large facilities.

Small commercial and industrial accounts have demands less than 25 kW per month and consume less than 1,000 kWh per month. Rates classes include:

- GS commercial with 21,900 accounts
- GM – commercial - less than 25 kW demand with 20,500 accounts
- GM – industrial – less than 25 kW demand with 16 accounts
- GMH – commercial – less than 25 kW demand with 2,400 accounts
- GMH – industrial – less than 25 kW demand with 2 accounts

Mid-sized commercial and industrial facilities are between 25 kW and 300 kW. This includes the following rate classes:

- GM – commercial – greater than 25 kW with 7,750 accounts
- GM – industrial – greater than 25 kW with 926 accounts
- GMH – commercial – greater than 25 kW with 897 accounts
- GMH – industrial – greater than 25 kW with 3 accounts

Customers will be eligible if they possess one or more central air conditioners. Eligible equipment will include central air conditioners, similar in size to residential units that are often found on small office and retail facilities. Also eligible will be the larger packaged terminal units and rooftop units found in larger office, retail and restaurant facilities. The average participant is expected to have more than three eligible air conditioning systems per facility.



Electric water heaters are eligible if the participating customers include central air conditioning units. The saturation of electric water heaters is not known, but is probably less than 10% for the small and mid-sized commercial and industrial accounts.

The following table summarizes the planning estimates for Duquesne Light for air conditioning. Water heating participation and load reduction would be additional.

<b>Small and Mid-Size Commercial and Industrial Direct Load Control</b>			
<b>Summer (June through September)</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Participants with air conditioning/year</b>	<b>540</b>	<b>540</b>	<b>540</b>
<b>Participants with air conditioning cumulative</b>	<b>540</b>	<b>1,080</b>	<b>1,620</b>
<b>Units/year at 3 units/participant</b>	<b>1,620</b>	<b>1,620</b>	<b>1,620</b>
<b>Units cumulative at 3 units/participant</b>	<b>1,620</b>	<b>3,240</b>	<b>4,860</b>
<b>Load reduction from air conditioning/year (kW)</b>	<b>2,592</b>	<b>2,592</b>	<b>2,592</b>
<b>Load reduction from air conditioning cumulative (kW)</b>	<b>2,592</b>	<b>5,184</b>	<b>7,776</b>

### Program Measures

The program will feature the load cycling switch technology, similar to that used currently in the residential program by DLC. However, the switch will be configured to achieve more cost-effective load reductions through the use of an adaptive algorithm during cycling events. The advantage of the adaptive algorithm is to adjust the air conditioner operation tailored to the amount of electricity use by each individual participant at the time of the cycling event.

A total of 48 hours of cycling will be conducted during the average summer season over the four months of June, July, August and September. This is based on the following estimates:

- 12 cycling events per season on average
- 4 hours per event on average

The switches will be installed with permission of the participants. The switch will be installed on the air conditioner condensing unit. Communications to the switches will be accomplished through wireless media.

### Incentives

Participants will receive the load cycling unit at no charge and no charge for installation. Customers will receive credits on their monthly electric bill for participation amounting to \$32/unit per summer season. This is based on an incentive of \$8/unit/month for each of the four summer months. This assumes a typical cycling strategy of 50%, or about 30 minutes off during each 60 minutes of the event. Higher incentive levels may be adopted if different program options are offered, such as participants agreeing to 100% cycling where air conditioners are turned off for the duration of the event.

Water heaters will be eligible at \$2.50/unit/month.

## Marketing

The program may be promoted through a variety of strategies, including:

- Direct marketing techniques including direct mail, telemarketing, and door to door sales
- Existing utility resources including bill inserts, websites, customer service call center representatives
- Literature will be prepared for use in direct mail, door hangers, public meetings, and response to customer inquiries
- Media events for radio, television and news papers
- Presentations at public meetings such as civic clubs, church groups, and neighborhood associations

Duquesne Light will rely on the CSP for marketing, promotion, and recruiting participants. However, CSP design and production of literature and copy will be subject to approval by Duquesne Light, including the use of the corporate name and logo. Marketing by Duquesne Light will be limited to:

- Website sign up page
- Part of promotion of energy efficiency and other Duquesne Light programs at fairs, home shows, neighborhood associations, civic and religious groups
- Training of call center reps to answer basic questions and produce a lead form or email for interested customers
- Letters of introduction for use by the CSP with prospective customers.

Duquesne Light does not create bill inserts for mailing to small and mid-size commercial and industrial customers.

However, it is expected that some participants in the residential program will want to include facilities they own or manage for the small and mid-sized commercial and industrial direct load control program, and vice versa.

## Delivery

The program will be delivered under contract with a third party CSP experienced in implementing air conditioner cycling programs. The contractor will be responsible for such activities as:

- Marketing
- Acquiring and inventorying equipment for installation
- Contracting and training of installation and service technicians
- Arranging equipment installation
- Communicating with equipment during cycling events
- Handling customer service issues

- Managing call centers for customer inquiries, installation and service
- Monitoring and verifying performance

The contractor to Duquesne Light may be an existing curtailment service provider (CSP) participating in the wholesale power markets of the PJM.

### Operations

Events will be called by Duquesne Light using protocols mutually agreeable with the CSP. Motivations for calling curtailment events will be for system reliability, economic dispatch, and Act 129 load management. Duquesne Light expects to develop strategies to help predict the top 100 hours of system load in each summer as the season progresses.

Events will be staged to optimize load reduction taking into account customer satisfaction and revenue impacts. The CSP is expected to manage events to minimize spikes on the system load when air conditioners and water heaters return to normal operation.

The respondent will need to show how equipment installation and maintenance would be managed to exclude areas of the Duquesne Light service territory which may not receive communication signals.

The respondent will need to show how costs of equipment installation and maintenance would be managed to exclude areas of the Duquesne Light service territory which may not receive communication signals.

### Measurement and verification

The program will document performance for load reductions and cost-effectiveness. The CSP will report events, participation, and load reductions. Annual, monthly and weekly reports will be developed as needed. The CSP will maintain a dashboard accessible to Duquesne Light program management to provide a status report on program activity.

Duquesne Light is specifying load cycling using dynamic algorithms which is capable of increasing the load reduction. Duquesne Light estimated load reductions of 1.6 kW per unit per hour and 0.3 kW per unit per hour for water heaters.

The respondent to this RFP is encouraged to document their experience with dynamic cycling for climate regions similar to Duquesne Light or in the PJM territory. Such documentation could be acceptable to the PA PUC if based on third party independent analysis.

The respondent is encouraged to propose how it would estimate energy and demand savings in direct load control programs based on the current guidance from the Statewide Evaluation Team.

“According to PJM procedures, the capacity value of these resources must be stipulated based on a Load Research Study or using Deemed Savings Estimates for Legacy Air Conditioning and Water Heating Direct Load Control Programs in the PJM Region

conducted by Lawrence Berkeley National Laboratory (LBNL).” (Source: Statewide Evaluation Team, “Discussion and Recommendations to the Pennsylvania Public Utilities Commission for Interim Approval and Clarification of Protocols for Measuring and Evaluating Demand Response Programs for Act 129: Draft.” January 25, 2010, p. 5.)

Duquesne Light has not planned or budgeted for load research studies for this program. If such research is deemed necessary by the respondent, a section of the proposal could define the purpose, scope, method, timing and costs of such a project.

Duquesne Light will want to have the operation of the units checked prior to the summer of 2012. Thus in the spring of 2012, a statistical sample of units should be selected and then checked on site for communications and operation under the load cycling program.

Duquesne Light is likely to be expected to hire an independent evaluation, measurement and verification contractor for this program. The evaluation will involve a statistically significant sample of events and a statistically significant sample of participants. Both must be designed to achieve a 90% confidence level. The contractor will be expected to conduct site visits, calculate realization rates, and submit final load curve documentation.

The CSP will be expected to cooperate in both impact and process evaluations of the program.

#### **4.4 Program Budget**

The CSP will provide a budget for each program year. The budget will show the incentive payments from Duquesne Light to the participating customers. Payments will take the form of monthly bill credits for the number of months in the summer based on the month the equipment was installed.

#### **4.5 Payment to CSP**

Payments to the CSP will be based on the work performed. Some tasks may be paid based on time and materials. Other tasks will be paid based on unit costs, such as per switch installed.

#### **4.6 Program Scope of Work**

The Program will be planned and implemented during period of April 2010 through June 2013. Program will include the following major tasks:

##### **Task 1: Program Setup**

In the initial weeks following contract execution, CSP will attend meetings and develop all necessary materials and procedures required to successfully launch and implement the Program.

##### **Task 2: Program Launch**

The CSP will launch the Program by providing information and training to Duquesne Light Customer Account Representatives, conducting customer outreach, and implementing other key aspects of the Program marketing campaign.

**Task 3: Enroll and Engage Customers**

In this task, the CSP will enroll take leads turned over by Duquesne Light and arrange installations. Installations will normally be completed within two weeks of receiving the lead from Duquesne Light.

**Task 4: Installation of Equipment**

Installation of equipment will include coordination with the customer, where needed. Tests will be conducted to insure proper operation of the equipment and documentation will be kept of relevant information to program management and load control operations.

**Task 5: Invoice and Report for Completed Projects**

On a monthly basis, the CSP will document and upload to Duquesne Light all salient program accomplishments, including the estimated demand savings from new and cumulative installations..

**Task 6: Program Ramp-Down and Final Reporting**

During the final weeks of the contract and Program period, the CSP will oversee that all customer agreements have been served, associated program incentive payments are realized, and Duquesne Light receives all relevant documentation and reports.

Details on bidder proposal instructions with related process, milestones, and deliverables appear in section 5. A discussion on proposal evaluation and contractor selection details appears in section 6.

**5 BIDDER PROPOSAL FORMAT**

This section provides an overview of the bid format with details on what should be included in each section. Bidder’s technical proposal should include each of the following elements. The following table will help ensure that you have included each requested proposal section.

Introduction
Approach
Cost Proposal: Schedules and Budgets
Organizational Qualifications and Staffing
Team Member Bios and Certifications

## 5.1 Introduction

In this introductory section, the Bidder should frame their response to this RFP, which may include a discussion of some or all of the following elements:

- Program name, Company name, RFP to which bid is responding
- The market and customer segments to be served by proposed program
- Services to be provided to the customers
- Targeted electric end uses
- Geographic area that the program will cover
- Basis for the need of the program
- Projected accomplishments of the Program
- Systems provided for event communications, equipment control, information management, and project management
- Program theory (e.g., program logic and niche) and why you think customers or market actors will respond sufficiently to the proposed program design leading to enough installation of measures to meet the demand saving and energy savings goals.

## 5.2 Approach

Bidder should include a detailed description of their proposed program approach. Please utilize the following Technical Proposal outline to describe how you will go about achieving stated program milestones and deliverables.

### 5.2.1 Program Planning

In this task, the CSP will attend meetings and develop all necessary materials to launch and implement the program.

a. Attend Program Kick-off Meeting

CSP will attend a program commencement meeting with Duquesne Light as Duquesne Light deems appropriate to discuss logistics, technical requirements, marketing plans, evaluation measurement & verification plan, reporting & invoicing, scope of work, etc.

Deliverable and timeline: Contractor to attend meeting in April 2010 – Exact date to be determined with Duquesne Light.

b. Staffing Plan

The Bidder's proposal will include a staffing plan that must address the staff responsibilities. If subcontractors are indicated, the plan should their responsibilities.

Deliverable and timeline: Staffing plan to be submitted with the proposal.

c. Work Schedule

The Bidder shall develop a draft monthly project work plan and implementation timeline.

Deliverable and timeline: Intended monthly work schedule (completed with expected program deliverables and timing) to be submitted with the proposal.

d. Quality Assurance

All Bidders shall provide in their proposals a Quality Assurance Plan (QAP). QAP will include detailed explanation of the quality assurance procedures that will be put in place for its programs, including, without limitation thereto, quality controls, regulatory compliance measures, and audit procedures. The QAP will be designed to minimize customer services issues, protect confidential information, ensure that work claimed and charged for has been performed as described, and prevent duplicate applications for incentive payments.

The QAP must ensure that Duquesne Light will have access to all files, data, and related program operating information that is not confidential, but essential for good program management. The quality assurance measures will be incorporated by reference, and made a part of, any Contract.

Deliverable and timeline: Quality assurance explanation to be included in proposal.

e. Marketing Plan

The Contractor will develop a detailed marketing plan which will include a discussion of all necessary program marketing materials needed for program implementation and general customer information with an initial list of target customers. The Plan will detail a process for development, review, and production timelines; and include an outline for reaching program customers. CSP will coordinate with Duquesne Light to ensure that materials effectively communicate program value, and are aligned with existing Duquesne Light marketing materials. Duquesne Light will also actively market the program to customers and pass leads to CSP for follow-up.

Deliverable and Timeline: Draft Program Marketing Plan to be submitted with proposal. Final Program Marketing Plan to be submitted in May 2010 - Exact date to be determined.

f. Develop Marketing Materials

CSP will design and submit to Duquesne Light all marketing materials as outlined in the Marketing Plan, for Duquesne Light approval prior to publication. Duquesne Light may provide letters of introduction for use by the CSP with prospective customers.

Deliverable and Timeline: Draft Marketing Materials to be submitted in May 2010 – Exact date to be determined.

## 5.2.2 Project Implementation

In this task, CSP cooperate with Duquesne Light in launching the Program by providing information and training to Duquesne Light Customer Account Representatives, implementing the marketing campaign, and enrolling and engaging customers, and coordinating the installation of monitoring and communication systems. The CSP will be responsible for coordinating with PJM and Duquesne Light in planning and operating curtailment events with ultimate responsibility for events resting with Duquesne Light.

### a. Program Launch

#### i. Duquesne Light Training

CSP will provide in-person training and training documents to appropriate Duquesne Light customer-facing staff on all relevant elements of the Program.

Deliverable and Timeline: Program training and training documents to occur in May or June 2010 – Exact date to be determined.

#### ii. Implement Marketing Campaign

CSP will execute marketing as directed by the approved Marketing Plan. This will include printing and distributing outreach materials.

Deliverable and Timeline: CSP to begin distribution of marketing materials in May or June 2010.

### b. Enroll and Engage Customers

#### iii. Perform outreach to customers

CSP will approach customers and customer organizations.

Deliverable and Timeline: Customer meetings with documentation and results: Ongoing beginning May or June 2010.

#### iv. Execute Program Enrollment Agreements

CSP will utilize marketing materials to enroll customers that have been screened and identified as eligible. CSP will use various criteria to screen out old and ineffective end-use equipment to better insure participating equipment qualifies and is likely to respond to curtailment events.

Deliverable and Timeline: Signed customer enrollment agreements: Ongoing beginning May or June 2010.

#### v. Provide Program Services

The CSP will coordinate scheduling and installation of direct load control systems. Documentation of installation will be provided to Duquesne



Light promptly for purposes of program registration and distribution of incentives.

Deliverable and Timeline: Completed work orders. Ongoing beginning June 2010.

### **c. Installation of Demand Response Devices**

#### **vi. Project Installation**

CSP will coordinate installation of direct load control switches as prescribed by the agreement. This sub-task requires the detailing of each step taken to install equipment, including quality control protocols.

Deliverable and Timeline: Report on installed systems: (Ongoing (at least monthly) beginning June 2010.

#### **vii. Inspections and verification**

CSP will inspect and verify that all installed systems are fully functional. Bidder should include in the Proposal a quality-control plan to ensure that all projects are properly installed and that any customer complaints are addressed promptly and that Duquesne Light is notified within one week of CSP receipt of complaint.

Deliverable and Timeline: Contractor quality control plan - that includes policies and procedures for addressing customer issues - to be submitted with this proposal. Duquesne Light customer complaint notification to be submitted on an ongoing basis (within 1 week of CSP's receipt of complaint.)

### **5.2.3 Reporting and Invoicing**

#### **a. Requirements**

The CSP will be responsible for maintaining needed program management tools, including project status reporting, performance measurement, schedule reporting, budget reporting, etc. These tools and forms will be developed to meet basic requirements specified by Duquesne Light. The Contractor will submit weekly, monthly, quarterly, and annual reports to Duquesne Light for program accomplishments. Reports will be submitted in a flat file format similar to Duquesne Light's energy efficiency Program Management and Reporting System (PRMS) as described in Appendix F. If alternative formats for reports are readily available from the CSP, samples may be submitted as part of the bid response.

The monthly invoice shall at a minimum include the following items:

- Number and status of participating customers and load reduction measures.
- Estimated demand savings potential, monthly and cumulative.

Monthly invoices, accompanied by supporting electronic flat file reports, are required by the 10<sup>th</sup> of each month for work completed the preceding month. On June 30, 2013, or sooner, the Contractor will submit a final invoice and program report. CSP shall be responsible for implementing, adhering to, and submission of all items as described in Appendix F.

#### 5.2.4 Program Ramp-Down and Final Reporting

##### a. Ramp-Down Plan

CSP will provide a ramp-down plan to ensure complete program shut-down, taking into consideration that all services must be complete, all monitoring and communications equipment is installed, and all incentives paid by date specified in plan.

Deliverable and Timeline: Program ramp-down plan to be submitted with this proposal. Program ramp-down period will begin to later than April 1, 2013.

##### b. Program Shut-Down

CSP will provide a plan with procedures on shutting down the program, including a plan to end customer services while ensuring the continuation of warranty services. CSP will send a program shut-down announcement to customers notifying them that the program is ending and supplying a contact to help them follow up on warranty issues. The announcement should also encourage customers to pursue other Duquesne Light programs, and provide information on how to contact Duquesne Light for further information on energy efficiency programs. The announcement may report on the possibility of program extension starting the summer of 2013 or 2014.

Deliverable and Timeline: Draft program shut-down announcement to be submitted to Duquesne Light for approval by end of first quarter, 2013. Announcement to be mailed to customers by a date to be determined.

##### c. Final Reporting

CSP will deliver the final document to conclude the program. Report discussion will include: program achievements (MWH and MW savings as compared to targets), program challenges, goal attainment, lessons learned, program improvement recommendations, proposed program next-steps.

Deliverable and Timeline: CSP to submit Final Report to Duquesne Light May 31, 2013.

### **5.3 Cost Proposal: Schedules and Budgets**

The cost proposal must contain a budget narrative explaining proposed costs of the program to Duquesne Light and include a budget for each program year. Descriptions of what should be included are discussed below:

#### **1. Budget Narrative**

Provide explanations for proposed costs of the program including budget allocations, incentive payments and pay-for-performance structure. Payments to the CSP will be based on pay for performance in such terms as pay per switch installed. The CSP may propose the payment amount and terms.

#### **2. Program Budget:**

Provide budget for each program year showing budget allocations including payments from Duquesne Light to the CSP.

### **5.4 Organizational Qualifications and Staffing**

- Provide a complete current client listing relevant to this scope of work.
- Provide sample of relevant program experience including project description or case study.
- Indicate the number of years Bidder has been in business and the number of years Bidder has performed services specified by this RFP and with target sector.
- Bidder shall include a list of at least three (3) references from the Bidder's client listing that may be contacted for detailed information on the Bidder's past and current job performance. Bidder shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against Bidder's firm. If none, so state.

### **5.5 Team Member Bios and Certifications**

- Include a list of key personnel to be involved with this program indicating roles, responsibilities, and level of commitment
- Include Bios for each team member

## **6 PROPOSAL SUBMISSION, EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **6.1 Submittal of Proposals**

All bids are firm offers, binding pursuant to the Binding Bid Agreement, and due via e-mail by March 6, 2010. E-mail bids should be submitted to [pjordan@duqlight.com](mailto:pjordan@duqlight.com). The deadline will be strictly enforced and Duquesne Light will only consider bids submitted on or before the designated time. In the event of technical difficulties in submitting bids, a CSP may, as an alternative, fax its bid prior to the 11:00 a.m. EPT deadline to 412-393-8644. Agreement terms and conditions are non-negotiable. Bids conditioned in any manner, including any changes to the Agreement, will be rejected. Accompanying each bid, each CSP must include a signed Binding Bid Agreement provided in Appendix E. Each CSP is requested to attach an electronic copy of its executed Binding Bid Agreement to its E-mail bid submission.

### **6.2 Conforming Proposals**

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

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

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

### **6.3 Duquesne Light Confirmation of Proposal Submission**

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

### **6.4 Overview of Bid Evaluation Criteria and Process**

Duquesne Light will evaluate responsive proposals in accordance with the Section 5: Bidder Proposal Format. Responsive proposals will be scored based on selection criteria detailed below.

The detailed evaluation will be conducted based on the following criteria.

- 1) Quality and Approach (45%). This includes the quality of the proposed work plan and approach, the likelihood of achieving quality and delivery objectives, prior

performance, quality and experience of key personnel, technical exceptions, and other factors.

- 2) Schedule (10%). This includes the timeliness of performance and the likelihood of achieving schedule objectives.
- 3) Price (40%). This includes the quoted price, terms of pricing, and any cost adjustments to reflect scope differences, costs borne by Duquesne Light, cost risks/uncertainties, etc.
- 4) Other (5%). This includes exceptions or modifications to contractual terms, quality of the warranty or pay-for-performance terms, credit worthiness and financial strength of the company, disadvantaged, local business, and other factors that are not directly reflected in the above listed categories.

Criteria	Total Possible Points
<b>1. Proposal Quality and Approach</b>	<b>45</b>
<b>2. Project Schedule</b>	<b>10</b>
<b>3. Project Cost</b>	<b>40</b>
<b>4. Other</b>	<b>5</b>
<b>Total</b>	<b>100</b>

Duquesne Light will evaluate proposals in accordance with the evaluation criteria above. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible bidders submitting acceptable and potentially acceptable proposals shall be generated. The objective of these discussions is to clarify issues regarding the bidder's proposal.

If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed bidders who submit acceptable or potentially acceptable proposals.

Duquesne Light reserves the right to have additional rounds of discussions with the priority listed bidders.

Duquesne Light reserves the right to determine what is in the best interest of the program for purposes of reviewing and evaluating proposals submitted in response to the RFP.

## **6.5 Selection of Winning CSPs**

Duquesne Light will notify each CSP of its selection on or before April 3, 2010. Duquesne Light expects to execute the Agreement with each winning CSP by 6:00 p.m. EPT on or before TBD.

## **6.6 Contract Execution**

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

## **6.7 Duquesne Light's Filing at the Commission**

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

## **6.8 Duquesne Light will seek Commission approval**

Duquesne Light has obtained Commission approval of its EE&C Plan.

## **6.9 Termination of the Agreement**

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

## **6.10 Contingency Plan**

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

# **7 MISCELLANEOUS**

## **7.1 Elimination Right**

If in the course of the solicitation process, any CSP is found to provide false information, misrepresent its financial or operational characteristics or omit any pertinent information,

Duquesne Light reserves the right to eliminate such CSP from the RFP process. Duquesne Light reserves the right to reject any bids or terminate any performance due to cause.

## **7.2 Warranty on Information**

The information provided in the RFP, or on Duquesne Light's RFP website, has been prepared to assist CSPs in evaluating the RFP. It does not purport to contain all the information that may be relevant to a CSP in satisfying its due diligence efforts. Neither Duquesne Light nor its representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the information, and neither shall be liable for any representation expressed or implied in the RFP or any omissions from the RFP, or any information provided to a CSP by any other source.

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

## **7.3 Hold Harmless**

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

## **7.4 CSP's Acceptance**

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

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

## **7.5 Confidential Information**

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

## **7.6 Cooperation in Obtaining Regulatory Approvals**

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

## **7.7 Affiliate Participation**

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

## **7.8 Treatment of Minority Businesses**

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

## **7.9 Contact Information**

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

Duquesne Light Company  
Patricia Jordan  
2515 Preble Ave MD: NM-MS  
Pittsburgh PA 15233  
email: [pjordan@duqlight.com](mailto:pjordan@duqlight.com)  
phone: 412-393-8909  
fax: 412-393-8644





**Appendix A. Expression of Interest Form**

**RECEIVED**

FEB 5 2010

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

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

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

Company\*:

Contact Name\*:

Contact Title\*:

Address\*:

City\*:

State\*:

Zip\*:

Phone Number\*:

Fax Number\*:

E-mail Address\*:

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

**Appendix B. Confidentiality Agreement**

**RECEIVED**

FEB 5 2010

**NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

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

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

3. Obligations. Each Party shall:

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

b. use Confidential Information only in connection with evaluating the potential negotiated transaction between the Parties;

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

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

e. not disseminate any Confidential Information to marketers; and

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

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

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

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

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

8. Ownership of Confidential Information. Each of the Parties acknowledges that Confidential Information of the Disclosing Party is and shall remain the exclusive property and a valuable trade secret of the Disclosing Party, and is disclosed subject to the Disclosing Party's ownership rights. Nothing herein shall grant, explicitly or implicitly, any ownership right in, or license to use, the Confidential Information.

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

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

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

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

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

If to Duquesne Light Company: 411 Seventh Ave, 16-1  
(including affiliates and subsidiaries) Pittsburgh, PA 15219  
Attn: Legal Department

If to \_\_\_\_\_:  
(including affiliates and subsidiaries) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or any such other addresses as a Party may designate by notice to the other Party. Such notices or other communications shall be deemed given when actually delivered or, if earlier, three (3) business days after mailing.

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

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

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

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

DUQUESNE LIGHT COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix C. Pre-Bid Application Form

**The Pre-Bid Application Form and the requested information must be submitted to Duquesne no later than 11:00 a.m. EPT on February 12, 2010.** All financial data must be denominated in United States currency and conform to generally accepted accounting principles (GAAP) in the United States. **It is in each Applicant's interest to submit pre-bid information early in the process, allowing some time to cure incomplete information before the Pre-Bid Application Form due date.** Applicants will be notified whether they succeeded in qualifying to participate in the RFP. Duquesne reserves the right to reject or disapprove any potential bidder based on qualifications or any other reason.

The following information is submitted on behalf of the following CSP:  
\_\_\_\_\_ (the "Applicant").

### 1. Applicant Information

Type of Business (Check one)

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

Applicant Organization

Legal Corporate Name:

Street Address:

City, State, Zip Code:

Federal Tax ID Number:

For Corporation/Limited Liability Companies

Date and State of Incorporation/Registration:

Registered Agent Name:

Street Address:

City, State, Zip Code:

For Limited Partnerships

Name of General Partner:

Address of General partner/Registered Agent:

City, State, Zip Code:

### 2. Qualification Information:

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

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

**RECEIVED**

FEB 5 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

- 5. References and their contact information; and
- 6. Any proposed work plan or outline the bidder deems helpful.

**3. Credit Information**

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

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

- \_\_\_\_\_ The Applicant hereby certifies that it will comply with the RFP Guidelines as approved by the Pennsylvania Public Utility Commission.
- \_\_\_\_\_ The Applicant hereby certifies that it will bid independently of other suppliers in the RFP and will, consistent with the terms of the Confidentiality Agreement that was previously executed and delivered by Duquesne and the Applicant, ensure the confidentiality of information regarding the RFP.

**5. Authorization**

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

Applicant: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name of Authorized Official (*print*): \_\_\_\_\_

Title of Authorized Official (*print*): \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Appendix D**

**Duquesne Light Company  
Bid Form Spreadsheet  
Appendix D**

**Request For Proposals  
For CSP Service**

All "Required Fields" (\*) must be completed.

**Applicant Information**

Applicant Name	<input type="text"/>	* Required Field
Contact Name	<input type="text"/>	* Required Field
Phone Number	<input type="text"/>	* Required Field
Fax Number	<input type="text"/>	* Required Field
Email	<input type="text"/>	* Required Field
	<input type="text"/>	* Required Field

**Offered Bid Program Year (PY) Ending May 31. (Binding if accepted by Duquesne)**

PY May 31, 2010	<input type="text"/>	* Required Field
PY May 31, 2011	<input type="text"/>	* Required Field
PY May 31, 2012	<input type="text"/>	* Required Field
PY May 31, 2013	<input type="text"/>	* Required Field
<b>Total All Programs</b>		* Required Field

**RECEIVED**  
FEB 5 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**Appendix E**

**CSP SERVICES AGREEMENT**

This CSP Services Agreement, dated \_\_\_\_\_, 2010, is made by and between Duquesne Light Company (“DLC” or “Company”) and \_\_\_\_\_ (“CSP” or \_\_\_\_).

WHEREAS, CSP is in the business of providing information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption services in the utility industry; and

WHEREAS, DLC is an electric distribution company (“EDC”) in Pennsylvania; and

WHEREAS, Act 129 of House Bill 2200 was signed into law by Governor Rendell on October 15, 2008, requiring each EDC to create and submit an energy efficiency and conservation plan by July 1, 2009, and the Pennsylvania Public Utility Commission (“Commission”) is developing procedures to implement a process for review of EDC filings; and

WHEREAS, CSP has prepared and submitted to DLC proposals, CSP’s Proposal for Energy Efficiency and Conservation and Demand Side Response Initiative, dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the “Proposals”), to provide services regarding the implementation of an EE/Conservation Plan as required for the energy efficiency and conservation and demand side response initiatives recently mandated in the Commonwealth of Pennsylvania by Act 129 of House Bill 2200 (the “Plan”); and

WHEREAS, CSP certifies that it was approved by and is a member of the Commission’s Registry of Conservation Service Providers and will maintain such registration with the Commission for the term of the contract; and

WHEREAS, DLC is relying upon the skill and expertise of CSP to implement the Plan as identified in the Proposals and to meet the needs of DLC and to provide the services necessary for the proper and effective energy efficiency and conservation plan compliance.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS

**RECEIVED**  
FEB 5 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY’S BUREAU

“**Applicable Law**” means any applicable constitution, charter, act, statute, law, ordinance, code, rule regulation, judgment, decree, writ, order, permit, approval or the like of any Governmental Authority.

“**Company**” shall mean Duquesne Light Company.

“**Company’s Site**” shall mean 411 Seventh Avenue, Pittsburgh, PA 15219.

“**Price**” shall mean the purchase price or prices stated in Exhibit C of the CSP Agreement.

“**CSP Agreement**” shall mean this Agreement, along with Exhibits dated \_\_\_\_\_).

“**Services**” shall mean CSP services, Work Product and any other work performed by CSP necessary to fulfill CSP’s obligations under the CSP Agreement.

“**Subcontractor**” shall mean vendors, suppliers and subcontractors of any tier and any other persons or entities contracting directly or indirectly with CSP for or in regard to the CSP Agreement.

“**Work**” shall mean CSP services. Work Product and other work performed by Contractor as necessary to fulfill CSP’s obligations under the CSP Agreement.

“**Work Product**” shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are prepared, produced or acquired by CSP for the Work or at the request or direction of Company in connection with the Plan’s requirements for reduction in demand and consumption.

## **2. ENGAGEMENT OF CSP; CSP’S WORK**

Subject to the terms and conditions of this CSP Agreement, DLC hereby engages CSP to properly and completely design, submit and assist with the implementation of an energy efficiency and conservation plan in compliance with Act 129 of House Bill 2200. CSP shall perform the Work in a professional and workmanlike manner and with accuracy and reasonable care and skill. Specifically, the Services to be provided are shown on Exhibit C.

## **3. CSP’S ACKNOWLEDGMENT**

CSP, by performing the Work and/or delivering the Work Product, by any performance under this CSP Agreement and/or by written acknowledgement, accepts the offer contained in this Agreement and such acceptance of the offer is expressly limited to the terms and conditions as set forth herein. Any term or condition proposed by CSP, in the Proposals or otherwise, which is different from, conflicts with or adds to any of the provisions of this CSP Agreement, shall be deemed to materially alter the provisions of this CSP Agreement and is hereby objected to and rejected by DLC. Except as expressly provided herein, under no circumstances shall any term

and/or condition of the Proposal or CSP's sales documents or otherwise become part of this CSP Agreement.

#### **4. PROJECT SCHEDULE**

(a) CSP shall design, submit and assist with the implementation of an energy efficiency and conservation plan to meet all the needs and requirements of DLC, applicable laws and applicable standards, to achieve all the requirements identified in the Proposals and to allow DLC to properly and efficiently implement a Plan as defined in the Scope and Exhibit C. Company shall be entitled to implement adequate provisions and procedures for monitoring performance quality and rate of progress. Such is set forth in more detail in Exhibit C.

(b) (i) Except as expressly set forth herein, CSP is authorized to commence the Work and shall perform the Work in accordance with and within the time schedule contained in the project schedule attached hereto as Exhibit B (the "Project Schedule").

(ii) If at any time CSP determines that it is behind schedule or is unable to meet any milestone set forth in the Project Schedule, CSP shall, within five (5) days of its knowledge of such delay, promptly notify DLC, in writing, of any anticipated material departure from the Project Schedule and if CSP has reason to believe that a milestone or the Completion Date will not be met and shall specify in said notice corrective action planned by CSP to timely complete the Work or any portion thereof; provided, however, that such notice shall not relieve Vendor of any of its obligations under the CSP Agreement or its obligations to take all actions necessary to achieve the timely and proper completion of the Work. At all times, CSP shall take such actions as may be necessary to facilitate the timely and proper completion of the Work on or prior to any applicable milestones set forth in the Project Schedule or by the Completion Date.

(iii) CSP understands and agrees that time is of the essence with respect to the dates and times set forth in the Project Schedule, including, but not limited to, the Completion Date, and for performance of the Work.

#### **5. PRICE AND PAYMENT**

The price or compensation to be paid to CSP shall be as was bid by CSP Provider and accepted herein by Company upon acceptable performance of the Services. Those payment arrangements are shown in Exhibit D. Compensation shall be performance based, and rewards are provided for achieving successful results and deductions are made for not achieving successful results, as agreed to in Exhibit D.

Unless otherwise agreed upon, statements must be submitted monthly, within 30 days after the end of a billing month. Itemized statements for services and expenses should be submitted directly to Michele Sandoe, Duquesne Light Company, 411 Seventh Avenue, Mail Drop 6-1, Pittsburgh, PA 15219. If any (portion) of the Work does not conform to the requirements of the

CSP Agreement upon inspection by Company, a corresponding portion of the Price may be withheld by Company until the nonconformity is corrected. Invoices shall be paid within 45 days.

## **6. WARRANTIES**

CSP represents, warrants and guarantees that the Work provided under the CSP Agreement shall be: (a) provided in accordance with, and conform to, the requirements of the CSP Agreement; (b) provided in accordance with the standard of care consistent with generally accepted industry practices and procedures in CSP's particular area of expertise; and (c) suitable for the specified purposes.

CSP represents, warrants and guarantees that it is not an affiliate of Duquesne or any other Pennsylvania EDC. If CSP should merge with a Pennsylvania EDC during the term of the CSP Agreement, then the CSP shall immediately notify Duquesne and provide for automatic termination of the CSP Agreement.

CSP represents, warrants and guarantees that it will conduct criminal background checks for all employees of the CSP that will enter a customer's premises or otherwise have personal contact with an EDC customer.

If, during the sixty-day period following completion of the Work, it is shown there is an error in the Work caused solely by CSP's failure to meet such standards and Company has notified CSP in writing of such error within that period, CSP shall re-perform, at no additional cost to Company, such Work as may be necessary to remedy such error.

Company shall have no liability for defects in the Work attributable to CSP's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Company.

## **6. OWNERSHIP RIGHTS**

CSP warrants that the Work shall not infringe or misappropriate the intellectual property rights of any third parties. Company shall have exclusive use of and own title, rights and interests in and to all Work. All Work shall be considered "work made for hire."

At all times, each party shall retain all of its rights in its drawings details, designs, specifications, databases, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.

## **7. FACILITIES, SUPPLIES AND EQUIPMENT**

To the extent that CSP's Work must be performed at Company's Site, Company shall furnish the facilities, supplies and equipment which Company determines are reasonably required for CSP to perform Work under the CSP Agreement.

**8. TERMINATION**

Company may terminate all or part of the CSP Agreement if CSP: performs below acceptable standards, abandons the work; becomes bankrupt or insolvent; is unable to obtain a bond, if required; assigns the CSP Agreement or subcontracts any portion thereof without Company's written consent; or otherwise breaches or fails to comply with the CSP Agreement; provided, however, that prior to such termination, Company must have notified CSP in writing of its intent to terminate the CSP Agreement and the reasons therefore, and CSP must have failed to cure such non-compliance within ten (10) days after receipt of such notice. If Company so terminates the CSP Agreement, Company may complete or contract with a third party to complete all or part of the Work, and CSP shall be liable to Company for the excess costs to complete all or such part of the Work and any other damage resulting from CSP's non-compliance or breach. Company may suspend all payments to CSP in order to protect ratepayer funds pursuant to Commission order.

Company may, at any time, also terminate by written notice all or part of the CSP Agreement due to modification of its Energy Efficiency/Conservation plan. Upon receipt of such notice, CSP shall bring the work to a prompt conclusion. Company shall pay CSP a proportionate amount of the price due to CSP for the portion of the Work completed up to the effective date of the termination plus costs necessarily incurred directly as a result of the termination, subject to Company's right to audit CSP's books and records. Such payment by Company, however, shall not exceed the total price for the Work set forth in the CSP Agreement.

In all cases, Company may require CSP to transfer title and deliver to Company any contracts, rights, goods, equipment or Work Product produced, received or acquired by CSP for the performance of the CSP Agreement.

**9. INDEMNIFICATION**

CSP shall defend, indemnify and hold harmless Company, its directors, officers, employees, agents, successors and assigns and customers and users of the goods, equipment and services, from and against, and shall pay, all losses, damages (including consequential, indirect and punitive), costs, liabilities, suits, claims and actions, and all related expenses (including attorneys' fees and expenses and the actual costs of litigation) by reason of injury or death to any person or damage to any property or any accident or event arising or relating to the performance of the CSP Agreement or arising from or relating to the goods, equipment or services or from any other cause to the extent not attributable to the negligence or willful misconduct of Company.

**10. INTELLECTUAL PROPERTY INDEMNIFICATION**

CSP represents and warrants that all goods, equipment and services shall not and do not infringe any United States or foreign patent, trademark, copyright or other intellectual property right of any third party. CSP shall defend, indemnify and hold harmless Company and its directors,

officers, employees, agents, successors and assigns from and against, and shall pay, all losses, damages (including consequential, indirect and punitive), costs, liabilities, suits, claims and actions, and all related expenses (including attorneys' fees and expenses and the actual costs of litigation) based on or arising from an allegation or claim that any goods, equipment or services or parts thereof furnished by CSP infringe or misappropriate the rights of others; and/or if their use by Company is enjoined, CSP shall at Company's option and CSP's expense either: (a) procure for Company the right to continue using the goods, equipment and services or parts thereof; (b) replace the same with substantially equivalent goods, equipment or services or parts thereof that do not infringe or misappropriate the rights of others; (c) modify the same so they no longer infringe or misappropriate the rights of others; or (iv) refund the price and the transportation and installation costs to Company.

CSP shall obtain from all Subcontractors similar indemnity protection for Company.

#### **11. LIMITATION OF LIABILITY**

Company shall not be liable to CSP for any indirect, incidental, special, liquidated, punitive or consequential damages or damages for delay in performance and/or failure to perform, irrespective of whether claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise. CSP's liability for performance shall be limited as set forth in the compensation section except for acts of negligence, misconduct, or intentional acts.

#### **12. CHANGES**

Company may, at any time by a written change order, make changes to the scope of the CSP Agreement ("Change Order"). If any change results in an increase or decrease in the quantity or cost of the goods, equipment or services or otherwise materially affects the CSP Agreement, the Change Order will include an equitable adjustment in the price, the schedule and/or any other affected provisions. Any objection by CSP to the equitable adjustment set forth in a Change Order must be asserted within seven (7) business days after receipt of the Change Order by CSP. Notwithstanding such objection, if directed by Company, CSP shall proceed with the change and performance of the Work.

#### **13. SUSPENSION OR INTERRUPTION OF WORK**

Company may direct CSP, in writing, to suspend or interrupt all or any part of the Work for such period of time as Company may determine to be appropriate. CSP shall mitigate the costs of such suspension or interruption. Company agrees to reimburse CSP for those expenses necessarily and directly incurred as a result of such suspension or interruption, subject to Company's right to audit CSP's books and records.

#### **14. CONFLICTS, ERRORS AND OMISSIONS**

In the event CSP becomes aware of any conflict, error or omission in the documents comprising the CSP Agreement, CSP shall promptly bring the discrepancy to the attention of Company. Such discrepancy shall be resolved by Company in its sole discretion.

**15. INSPECTIONS; MONITORING PERFORMANCE QUALITY AND RATE OF PROGRESS**

Company may inspect, at all reasonable times, the progress of the Work, including work performed at CSP's or Subcontractor's facilities. Also, if the CSP Agreement, laws, ordinances, rules, regulations or orders of any governmental authority require any portion of the Work to be inspected, tested or approved, CSP shall give Company reasonable notice to permit Company to observe such inspection, testing or approval. CSP shall provide Company with periodic status reports during the course of the Work.

**16. COST ACCOUNTS AND INFORMATION/AUDITS**

CSP shall maintain detailed separate cost data for each CSP Agreement in accordance with generally accepted accounting principles. CSP's records pertaining to the cost of the Work (other than fixed prices agreed to prior to performance of the Work) and CSP's tax records shall be open at all reasonable times for inspection or audit by Company or its representative(s). Company or its representative(s) shall, at all reasonable times, have access to the premises, materials, instructions, working papers, plans, drawings, specifications, memoranda and other information of CSP pertaining to the Work. All CSP's purchase orders or contracts with Subcontractors shall provide that Company or its representative(s) shall have the right to audit Subcontractors' charges to CSP. Company's rights under this Article shall terminate five (5) years after expiration of the warranty periods.

**17. INSURANCE**

Prior to commencing any portion of the Work, CSP shall properly maintain the following coverage: Statutory Workers' Compensation Insurance in full compliance with the Workers' Compensation and Occupational Disease Acts of each and every state in which Work is to be performed and U.S. Longshoremen's and Harbor Workers' Compensation Acts, if applicable; Employer's Liability Insurance with a limit of not less than \$500,000; Comprehensive General Liability Insurance including Premises-Operation Independent Contractor's Protective, Products, Completed Operation, and Blanket Contractual Liability coverages with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Excess Umbrella Liability Insurance with a single limit of not less than \$2,000,000; and Automobile Liability Insurance covering all owned, hired and non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence. CSP shall provide Company with a certificate of insurance specifically evidencing the coverages required above, naming the Company as an additional insured, except under the Workers' Compensation Policy, and stating the policy numbers and the inception and expiration dates of all policies. The certificate of insurance shall also provide for thirty (30) days' prior written notice to Company in the event of cancellation or any material alteration of any policy. The certificate of insurance shall be furnished to Company prior to com-

mencement of any portion of the Work. The Property Damage Liability Insurance shall include the Broad Form Comprehensive General Liability coverage.

**18. TAXES**

The price set forth in the CSP Agreement shall include, unless otherwise expressly set forth in the CSP Agreement, all federal state and local sales and use taxes applicable to the manufacture and/or sale of the goods and equipment and/or the performance of the services.

Company will provide to CSP, upon CSP 's request, a tax exemption certificate for taxes for the Work that are exempt under Pennsylvania's Sales and Use Tax laws.

Upon Company's request, CSP shall provide evidence satisfactory to Company of the payment of any taxes which CSP is required to pay. CSP shall also provide to Company such additional information as Company may request to facilitate the determination of taxes for which Company is responsible, if any.

**19. CONFIDENTIAL/PROPRIETARY INFORMATION**

CSP agrees to treat as confidential and proprietary any of Company's information which is not generally known to the public and to exercise the same care to prevent the disclosure of such information as CSP exercises to prevent disclosure of its own proprietary and confidential information; however, CSP may disclose such information as required by law or court order. Furthermore, Company's information shall be utilized by CSP only in connection with performance of CSP's obligations under the CSP Agreement.

**20. PUBLICITY**

CSP shall not use Company's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the CSP Agreement and Services without the prior written consent of Company.

**21. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the CSP Agreement, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe, strikes or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that Company may terminate the CSP Agreement if the period of failure or delay exceeds fifteen (15) days. Company shall have no obligation to make any payments to CSP during the period of failure or delay. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

**22. ASSIGNMENT**



CSP shall not assign the CSP Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Company's written consent. Company's consent shall not be construed as discharging or releasing, nor shall it discharge or release, CSP in any way from the performance of the Work or the fulfillment of any obligation under the CSP Agreement.

**23. NOTICES**

Any notice required under the CSP Agreement shall be in writing and sent to the CSP and Company at their respective addresses identified below:

If to DLC:     Dave Defide  
                  Duquesne Light Company  
                  411 Seventh Avenue, Mail Drop 6-1,  
                  Pittsburgh, PA 15219.  
                  Via e-mail: [ddefide@duqlight.com](mailto:ddefide@duqlight.com)

If to CSP:

**24. INDEPENDENT CONTRACTOR**

CSP shall operate as an independent contractor in the performance of the CSP Agreement and not as an agent or employee of Company. CSP shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Company. CSP shall have complete control of its agents and employees engaged in the performance of the Work.

**25. PRIORITY OF DOCUMENTS**

In the event of conflict among the various documents comprising the CSP Agreement, the conflict shall be resolved according to the priority given to the documents in the Purchase Order. If no priority is indicated in the Purchase Order, the conflict shall be resolved according to Article 14, Conflicts, Errors and Omissions.

**26. SEVERABILITY**

If any provision(s) of the CSP Agreement is prohibited by law or held to be invalid, illegal or unenforceable, the remaining provisions thereof shall not be affected, and the CSP Agreement shall continue in full force and effect as if such prohibited, illegal or invalid provisions had never constituted a part thereof, with the remaining provisions of the CSP Agreement being enforced to the fullest extent possible.

**27. SURVIVAL**

The obligations and rights of the parties pursuant to the Warranties, Liens, Indemnification, Intellectual Property Indemnification, Limitation of Liability, Cost Accountants and Information/Audits and Confidential/Proprietary Information shall survive the expiration or early termination of the CSP Agreement.

**28. MBE/WBE**

It is the policy of Company to stimulate the growth of Certified Minority, Women and Disabled Business Enterprises (MBEs, WBEs and DBEs) by encouraging their participation in Company's procurement activities and by affording them an equal opportunity to compete for Company's procurements. CSP agrees to carry out this policy to the fullest extent consistent with the requirements of the CSP Agreement (a) through the award of subcontracts to MBEs, WBEs and DBEs or (b) if CSP is a MBE, WBE or DBE, through the use of its own forces. CSP shall include this policy as a provision in all subcontracts.

**29. LAWS, CODES, RULES, REGULATIONS**

CSP and its Subcontractors, at their own expense, shall obtain all necessary licenses and permits and shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work and the CSP Agreement, including but not limited to, safety, products liability, environment, labor standards and workers' compensation laws.

CSP and its Subcontractors shall also comply with Company's policies, rules and procedures.

**30. HAZARDOUS AND DANGEROUS GOODS**

For any goods or equipment provide by CSP pursuant to the CSP Agreement which are defined as hazardous or dangerous under any applicable law, rule or regulation, CSP shall provide Company with hazardous warning and safety handling information, including Material Safety Data Sheets, and appropriate labeling for all such goods and equipment.

**31. ELECTRIC COMMERCE**

At Company's request, Company and CSP may facilitate business transactions for the CSP Agreement by electronically transmitting data. Any data digitally signed pursuant to this Article and electronically transmitted shall be as legally sufficient as a written and signed paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed.

**32. GOVERNING LAW/JURISDICTION**

The CSP Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding the choice of law and conflicts of law provisions. Any litigation arising from or relating to the CSP Agreement shall only be filed in state or

federal court in and for Allegheny County, Pennsylvania and CSP hereby consents and submits to the exclusive jurisdiction of such courts.

**33. ENTIRE AGREEMENT**

The CSP Agreement contains the entire understanding and agreement of Company and CSP with respect to the subject matter hereof and supersedes and replaces all prior agreements and commitments with respect thereto. There are no oral understandings, terms or conditions and neither Company nor CSP has relied upon any representation, express or implied, not contained in the CSP Agreement.

**34. AMENDMENT**

Except as expressly set forth herein, no provision of the CSP Agreement may be changed, modified, waived, terminated or amended except by written instrument executed as appropriate by Company and/or CSP.

**35. WAIVER**

Any failure of Company to enforce any of the provisions of the CSP Agreement or to require compliance with any of its terms at any time during the term of the CSP Agreement shall in no way affect the validity of the CSP Agreement, or any part thereof, and shall not be deemed a waiver of the right of Company thereafter to enforce any and each such provision.

**36. CAPTIONS**

The captions contained in the CSP Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of the CSP Agreement or the intent of any provision contained therein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

DUQUESNE LIGHT COMPANY

CSP

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

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

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

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

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

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

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

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

**Exhibit A**

**Bid Materials Sent, Received and Accepted**

**RECEIVED**

FEB 05 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Exhibit B  
Project Schedule**

*To be determined after RFP Process*

**RECEIVED**

FEB 5 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Exhibit C**

**Scope of Work**

*To be determined after RFP Process*

**RECEIVED**  
FEB 5 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## Exhibit D

**RECEIVED**

FEB 5 2010

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

- A. Payment Terms:** The Consultant Budget will utilize a pay-for-performance payment structure comprised of payments tied to Consultant's performance. All payments shall be subject to the CSP Agreement and consistent with the budget breakdown set forth below. Consultant's budget is exclusive of any Incentive/Rebate payments made directly to the Customer by Duquesne Light.
- B. Compensation:** Payment under the contract shall be performance-based, and subject to the satisfactory completion by Consultant (as determined by Duquesne Light) of achieving the performance levels in accordance with the milestones and requirements set forth in Table 1 below. The pay-for-performance compensation to the Consultant shall be negotiated as a result of the RFP responses.

**Billing Schedule:** Payment will be based on achievement of program requirements described on Table 1. This will also be negotiated as a result of the RFP response.

**Agreed Performance Levels****Table 1: Energy Savings and Demand Reduction Requirements by Program Year**

Description	2009	2010	2011	2012	Total
% Distribution during the contract					100%
Gross kWh					
Gross kW					

- C. Consultant Budget Limit:** Under no event shall Consultant be paid more than the total amount budgeted by Duquesne Light for this Purchase Order TBD.<sup>4</sup>

**Table 2: Consultant Billing Summary Table**

Program Budget Category		Total Amount
Consultant Performance-Based Budget:	Maximum	TBD
Total Consultant Budget	Maximum	TBD

<sup>4</sup> This number will be based on results of the RFP responses

- D. Duquesne Light Overall Program Budget Summary:** In no event will Duquesne Light pay more than the Incentive/Rebate budget shown in Table 3, below.

**Table 3: Duquesne Light's Program Budget Summary**

<b>Duquesne Light's Program Budget</b>	<b>Total Amount</b>
<b>Total Consultant Budget</b>	<b>TBD</b>
<b>Maximum Incentive/Rebate Budget:</b> <i>To be paid to Customer directly by Duquesne Light (Provided for Information Purposes Only)</i>	

**RECEIVED**

FEB 5 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

- E. Performance-Based Payment Budget:** Payment to Consultant will be dependent upon Consultant's satisfactory completion of tasks (including submission of timely and accurate monthly reports) and achievement of requirements, as demonstrated by deliverables submitted by Consultant. Satisfactory completion means that the deliverables are completed to the satisfaction of the Contract Program Manager ("CPM").
- F. Acceptance Stop Limit:** Duquesne Light has the right to cease or limit approval of future projects (even if prior approval was given) that would cause the program to exceed the program budgets reflected in Tables 2 and 3.
- G. Project Viability:** Duquesne Light may require the Consultant to provide evidence that demonstrates the continued viability of the program and sufficient evidence that the program is continuing to move toward the required performance levels.

If, after reviewing the Consultant's documentation, the CPM determines that the program is not adequately progressing towards a completed performance levels, the CPM reserves the right to cancel this program.

- H. Liability for any Penalty Assessed by state agency for non-performance:** If CSP fails to achieve the above-referenced performance levels for kWh and/or kW reductions for program years ending May 31, 2011 and May 31, 2013, CSP understands and agrees that it shall be liable for its proportion of any total penalty that may be assessed by the Pennsylvania PUC or its designee based on the formula below. CSP shall not be liable for any penalty if it achieves its agreed and stated reduction requirements above.
- I. Any penalty imposed shall be prorated among non-performing CSPs that do not meet their stated requirements. If Duquesne does not meet its goals for programs where it acts as the CSP, it will share in the penalty. The proration is based on the following formula:**

**Formula:** % shortfall \* Penalty Amount = CSP share of penalty amount.



**% shortfall:** A non-performing CSP's kWh or kW shortfall divided by Total Shortfall

**Total Shortfall:** The sum of kWhs or kW's each non-performing CSP is short

**Penalty Amount:** amount of total penalty assessed by Pa PUC or its designee.

---

Example: if three CSPs (A, B, C) fail to achieve their performance levels stated in their agreements and the PUC penalizes Duquesne in the amount of \$1,000,000, the three CSPs would pay accordingly.

CSP A's agreed performance level = 22,000 kW. Its actual performance level = 19,800 kW

CSP B's agreed performance level = 2,000 kW. Its actual performance level = 1,500 kW

CSP C's agreed performance level = 16,000 kW. Its actual performance level = 15,200 kW

Total Shortfall (2,200 + 500 + 800) = 3,500 kW

% Shortfall:

CSP A:  $2,200/3,500 = .628571$

CSP B:  $500/3,500 = .142857$

CSP C:  $800/3,500 = .228571$

CSP A is responsible for approximately 63% of the total penalty, or \$628,571

CSP B is responsible for approximately 14% of the total penalty, or \$142,857

CSP C is responsible for approximately 23% of the total penalty, or \$228,571

## Appendix F. Duquesne Light Invoice Reporting Requirements

The following outlines Duquesne Light's invoicing reporting requirements designed for energy efficiency programs:

### A. Project Management Tracking System

CSP will be required to utilize Duquesne Light's Project Management Tracking System (PMRS). PMRS serves three primary purposes:

- Enable CSPs to upload Program reports.
- Provide Duquesne Light the capability to download and approve CSP reports.
- Provide comprehensive reporting to support Duquesne Light's internal and Commission reporting requirements.

Flat files will be uploaded into PMRS as required by procedural guidelines and statements of work for CSPs. All required monthly invoice reports can be generated via PMRS by uploading measure flat file data. In addition, the financial flat file data can be used to directly develop invoices from a pre-determined budget matrix. CSPs will work collaboratively with Duquesne Light to tailor, as required, the measure and financial flat files for the specific program.

### B. Invoicing Requirements

Monthly hard copy invoices are required at the 10th day of each month for work completed the preceding month with invoicing supporting files (see Item E below).

On June 30, 2013 or sooner, CSP will submit a final invoice associated with installation of hardware or delivery of Program services that are tied directly to delivery of the Program goals. No additional energy savings will be claimed after May 31, 2013. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

### C. Invoicing Procedures

1. CSPs upload their measure and financial flat files (at least monthly) into PMRS. The financial flat file will create a draft invoice for CSP review. The measure flat file creates the invoice reports that are required by Duquesne Light.
2. PMRS determines which Projects are to be inspected by Duquesne Light.
3. Duquesne Light representative reviews the draft invoice and advises the CSP to re-submit their invoice without those Projects that are pending inspection.
4. CSP submits the revised invoice into PMRS and upon approval by Duquesne Light's representative, the invoice is paid. Upon issuance of payment to the CSP, the Project is classified as "*Installed*" for SCE's reporting purposes.

## D. Invoicing Supporting Files

With each invoice, the CSP will be required to submit the following files to Duquesne Light by the 10<sup>th</sup> day of each month with their invoice submission:

- Measure Flat File – Uploaded electronically into PMRS
- Financial Flat File – Uploaded electronically into PMRS
- Monthly Narrative - Hard Copy with invoice submission
- Monthly Deliverable Worksheet – Emailed to the Duquesne Light Program Manager
- Supporting documentation (i.e., Installation Agreement, Project Inspection Form, energy savings calculations, etc.) – Hard Copy with invoice submission

### 1. Measure Flat File (ASCII CSV)

The measure flat file reports measure savings impacts, expenditures and customer contact events. The measure flat file shows all data elements in a customer commitment and installation record or program service activity record. This flat file will be used to record customer contacts and any customer activities including installations, rebating, and educational or information services, i.e., energy survey. This flat file records information on a regular basis so that the progression from a sales contact to an installation and inspection of a project is fully documented. The following table lists the primary fields of the measure flat file.

	Column Header	Description	Format	Max Length	Allow Empty Cell
1	Version	Flat file format version number. Must be a 1	Numeric	1	n
2	RcprdUpdate <sup>1</sup>	A value of one (1) indicates that DLC has updated this record. Contractor must set this to zero for new rows.	1 or 0	1	n
3	RprtGenDt	Date flat file is generated	Date		n
4	Contr	Contractor Name	Text	50	n
5	ContrContNam	Contractor Contract Name	Text	50	n
6	ContrContNum	Contractor Contract Phone Number	Text	30	n
7	OtComp	Customer hired consultant or company ("Other Company") other than the program implementer	Text	50	y
8	OtCompCont	Other Company Contact Name	Text	50	y
9	OtCompContNum	Other Company Contact Phone Number	Text	30	y
10	Prog	Program Name	Text	50	n
11	RpPrdEndDt <sup>2</sup>	Reporting Period End Date	Date		n
12	ProjNum <sup>2</sup>	Contractor's unique project number for each service account Because service account numbers may not be available initially, this field serves as the identifier for an account and therefore must be unique with respect to accounts.	Text	20	n
13	ProjPhse	Project phase in sequential order M=Marketing A=Initial Audit/Survey C=Commitment O=Equipment Ordered S=Project Started E=Project Completion	Text	1	n

Appendix E to RFP

	Column Header	Description	Format	Max Length	Allow Empty Cell
		I=Contractor to Inspect/Survey V=DLC Verifies Installation R=Incentive/Rebate Payment Made B=DLC Billed by Contractor P=DLC Invoice Paid WE=Customer Withdraw			
14	DLCProjStat <sup>3</sup>	P=Pre-committed C=Committed I=Installed D=Discontinued	Text	1	y
This field will be supplied by DLC based on ProjPhase					
15	DLCInspStat <sup>3</sup>	Jon Availability for DLC Inspection Status P=DLC Passed F=DLC Failed R=IOU Re-inspect O=DLC Override of Inspection Result T=Pass Through Inspection due to inspection challenges such as location, etc.)		1	Y
16	ServAcctNum <sup>4</sup>	Service Account Number (specify format)	Text	TBD	y
17	ServAcctNam <sup>4</sup>	Bill Customer Service Account Name	Text	50	y
18	ServAcctStrtNum <sup>4</sup>	Service Account Street Number	Text	20	y
19	ServAcctStrtPref <sup>4</sup>	Service Account Address Prefix (N., North, S., South)	Text	20	y
20	ServAcctStrtNam <sup>4</sup>	Service Account Street Name	Text	50	y
21	ServAcctUnitNum <sup>4</sup>	Service Account Unit Number	Text	20	y
22	ServAcctStrtSuf <sup>4</sup>	Service Account Address Suffix (Dr., Lane, St.)	Text	20	y
23	ServAcctCty <sup>4</sup>	Service Account City	Text	50	y
24	ServAcctSt <sup>4</sup>	Service Account State	Text	20	y
25	ServAcctZip <sup>4</sup>	Service Account Zip Code (5 digits)	Text	5	y
26	ServAcctZipExt <sup>4</sup>	Service Account Zip Code Extension	Text	4	y
27	MailStrtNum <sup>4</sup>	Mailing Address Street Number	Text	20	y
28	MailStrtPref <sup>4</sup>	Mailing Address Prefix (N., North, S., South)	Text	20	y
29	MailStrtNam <sup>4</sup>	Mailing Address Street Name	Text	50	y
30	MailUnitNum <sup>4</sup>	Mailing Address Unit Number	Text	20	y
31	MailStrtSuf <sup>4</sup>	Mailing Address Suffix (Dr., Lane, St.)	Text	20	y
32	MailCty <sup>4</sup>	Mailing Address City	Text	50	y
33	MailSt <sup>4</sup>	Mailing Address State	Text	20	y
34	MailZip <sup>4</sup>	Mailing Address Zip Code (5 digits)	Text	5	y
35	MailZipExt <sup>4</sup>	Mailing Address Zip Code Extension	Text	4	y
36	CustContNam1 <sup>4</sup>	Customer Contact Name 1 (last, first, initial)	Text	50	n
37	CustContNam2 <sup>4</sup>	Customer Contact Name 2 (last, first, initial)	Text	50	n
38	Phone1 <sup>4</sup>	Customer Contact Phone Number 1. Format is ###-###-#### ext ##### (extension optional)	Text	30	y
39	Phone2 <sup>4</sup>	Customer Contact Phone Number 2. Format is ###-###-#### ext ##### (extension optional)	Text	30	y
40	Email	Customer contact Email Address	Text	50	y
41	ElecRateSch <sup>4</sup>	DLC Rate Schedule	Text	50	y
42	RevCode	Customer Revenue Code	Text	50	y
43	MktgType	Describe Marketing: P=Phone D=Door hanger/leave behind B=Brochure M=Mail E=Email F=Face-to-face	Text	1	y
44	NAICS (or SIC)	NAICS code of facility (2 digit minimum)	Text	10	y
45	BldgArea	Area of facility (gross sq. ft.)	Numeric		y

	Column Header	Description	Format	Max Length	Allow Empty Cell
46	ParticType	R=Residential LI=Low Income PA=Public Agency SCI=Small C&I LCI=Large C&I	Text		s
47	MrktSectr	Market Sector: SI=Single Family MU=Multi Family MO=Mobile Homes A=Agriculture I=Industrial C=Commercial	Text	2	s <sup>1</sup>
48	EndUse	A=Appliances CE=Consumer Electronics CA=Cooking Appliances H-HVAC L=Lighting PP=Pool Pump R=Refrigeration W=Water Heating O=Office P=Process S= Solar RDR=Residential Demand Response SCIDR= Small Comm/Ind Demand Response LCIDR= Large Comm/Ind Demand Response	Text	2	s
49	BCMsrCde	Contractor Internal Base Case Measure Code	Text	50	s
50	BCMsrDesc	Contractor Internal Base Case Measure Description	Text	50	s
51	BCMsrQty	Contractor Base Case Measure Qty	Text	50	s
52	BCOperHrs	Contractor Surveyed Customer Base Operating Hours	Text	50	s
53	RMsrCde	Contractor Internal Retrofit Measure Code	Text	50	n
54	RMsrDesc	Contractor Internal Retrofit Measure Description	Text	50	n
55	PropRMsrQty	Proposed Retrofit Measure Qty	Numeric		s
56	FinalRMsrQty	Final Retrofit Measure Qty	Numeric		s
57	RMOperHrs	Contractor Surveyed Customer Retrofit Operating Hours	Text	50	s
58	MsrLctn	Measure Location	Text	50	y
59	MsrDtl	Measure Details (e.g., color, hp for motors, BTUs, R-factor)	Text	50	y
60	MsrModel	Measure Model Number	Text	50	y
61	MsrSerial	Measure Serial Number	Text	50	y
62	UnitDef	Unit of Measure (lamp, sq ft, each, site, kWh)	Text	50	s
63	UnitkEProp	Proposed kW per Unit	Numeric		s
64	UnitkWhProp	Proposed kWh per Unit	Numeric		s
65	UnitkWFinal	Final kW per Unit	Numeric		s
66	UnitkWhFinal	Final kWh per Unit	Numeric		s
67	PropTotkW	Proposed kW Total	Numeric		s
68	PropTotkWh	Proposed kWh Total	Numeric		s
69	FinalTotkW	Final kW Total	Numeric		s
70	FinalTotkWh	Final kWh Total	Numeric		s
71	UnitIncentReb	Incentive per Unit	Numeric		s
72	PropTotIncent	Proposed Incentive Total	Numeric		s
73	FinalTotIncent	Final Incentive Total	Numeric		s
74	UnitDILabor	Unit Direct Install Labor Cost	Numeric		s
75	PropTotDILabor	Proposed Total Direct Install Labor	Numeric		s
76	FinalTotDILabor	Final Total Direct Install Labor	Numeric		s

	Column Header	Description	Format	Max Length	Allow Empty Cell
77	UnitDIMaterialCst	Unit Direct Install Material Cost	Numeric		s
78	PropTotDIMatCst	Proposed Total Direct Install Material Cost	Numeric		2
79	FinalTotDIMatCst	Final Total Direct Install Material Cost	Numeric		s
80	PropTotCustCP	Proposed Total Customer Co-Pay	Numeric		y
81	FinalTotCustCP	Final Total Customer Co-Pay	Numeric		y
82	PropTotProjCst	Proposed Total Project Cost (Rebate+Co-Pay)	Numeric		s
83	FinalTotProjCst	Final Total Project Cost (Rebate+Co-Pay)	Numeric		s
84	ContactDte	Initial Customer Contact Date	Date		n
85	SurveyDte	Initial Survey Date	Date		s
86	CmtDte	Customer Commitment Date	Date		s
87	OrderDte	Material/Work Order Date	Date		y
88	MsrStrtDte	Measure Construction/Ship Date	Date		y
89	MsrCmpDte	Measure Completion Date	Date		s
90	ContInspDte	Contractor Post Measure Inspection Date	Date		y
91	DLCInspDte <sup>3</sup>	DLC Post Inspection Date	Date		y
		DLC will update this field if job was selected for inspection			
92	IncPmtDte	Incentive Payment Date	Date		y
93	IncChkNum	Incentive Payment Check Number	Text	30	y
94	IncChkAmt	Incentive Check Amount	Numeric		y
95	InvDte	Date DLC Invoiced by Contractor	Date		y
96	InvPdDte	Date DLC Paid Contractor	Date		y
97	InvNum	Contractor-DLC Invoice Number	Text	50	y
98	InvChkNum <sup>3</sup>	DLC Check Number to Pay Contractor Invoice	Text	30	y
99	InvChkAmt	DLC Payment to Contractor Amount	Numeric		y
100	RejectionReason <sup>3</sup>	Job rejected reason (DLC entry only)	Text	100	y
101	MSRCD <sup>1,2</sup>	Unique measure code provided by DLC	Text	10	s
102	DLC Misc 1	DLC Misc 1 through DLC Misc 6 are reserved for future use and should be left blank at this time	Text	100	y
103	DLC Misc 2				
104	DLC Misc 3				
105	DLC Misc 4				
106	DLC Misc 5				
107	DLC Misc 6				
108	DLC Misc 3				
109	DLC Misc 4				
110	DLC Misc 5				
111	DLC Misc 6				

## 2. Financial Flat File (ASCII CSV)

The financial flat file reports program expenditures categorized by invoice, cost description, and task. The following table lists the fields of the financial flat file.

	Column Header	Description	Format	Max Length	Allow Empty Cell
1	Version	Flat file format version number. Must be a 1	Numeric	1	n
2	RcrdUpdate <sup>1</sup>	A value of one (1) indicates that DLC has updated this record. Contractor must set this to zero for new rows.	1 or 0	1	n
3	Contr	Contractor Name	Text	50	y
4	Prog	Program Name	Text	50	y
5	RpPrdEndDt <sup>4</sup>	Reporting Period End Date	Date		n
6	InvApprvlDtDLC <sup>1</sup>	DLC invoice approval date	Date		y
7	InvNum <sup>4</sup>	Contractor Invoice Number to DLC	Text	50	n
8	Cost Desc. <sup>2,4</sup>	Allowable Cost Element Description	Text	100	n
9	Admin <sup>2</sup>	Administrative category expenses incurred for the period	Numeric		y
10	Marketing <sup>2</sup>	Marketing category expense incurred for the period	Numeric		y
11	Direct Implementation	Direct implementation category expenses incurred for the period including expenses for the measure flat file (rebates, installation costs and/or material cost (excluding customer co-pay)	Numeric		y
12	Finance Cost <sup>2</sup>	Finance charge expenses incurred for the period for financing the contract project	Numeric		y
13	TaskNum <sup>3</sup>	Task number specific cost is tied to	Text	50	y
14	DLC Misc 1	DLC Misc 1 through DLC Misc 6 are reserved for future use and should be left blank at this time	Text	100	y
15	DLC Misc 2				
16	DLC Misc 3				
17	DLC Misc 4				
18	DLC Misc 5				
19	DLC Misc 6				

### 3. Monthly Narrative

The monthly narrative will include a discussion on the following Program activities occurring during the month:

- Administrative activities
- Marketing activities
- Direct Implementation activities
- Implementer's assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
- Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- Discussion of near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- Changes to staffing and staff responsibilities, if any
- Changes to contacts, if any

- Changes to subcontractors and subcontractor responsibilities, if any
- Number of Customer complaints received
- Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

#### **4. Monthly Deliverables Worksheet**

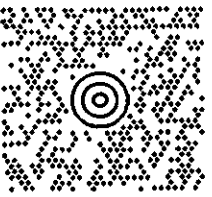



The Contractor will also be required to submit a deliverable template worksheet that outlines specific deliverables accomplished against the Billing Schedule. This Worksheet will be sent to the Duquesne Light representative via Email on a monthly basis (by the 10<sup>th</sup> day of each month.)



**UPS CampusShip: View/Print Label**

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
**Customers without a Daily Pickup**
  - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
  - o Hand the package to any UPS driver in your area.
  - o Take your package to any location of The UPS Store<sup>®</sup>, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot<sup>®</sup> or Staples<sup>®</sup>) or Authorized Shipping Outlet near you. Items sent via UPS Return Services<sup>SM</sup> (including via Ground) are also accepted at Drop Boxes.
  - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.
- Customers with a Daily Pickup**
  - o Your driver will pickup your shipment(s) as usual.

FOLD HERE

MARY JANE HAMMER 4123931542 DUQUESNE LIGHT 411 SEVENTH AVENUE, 8-2 PITTSBURGH PA 15219	3 LBS    PAK	1 OF 1	
<b>SHIP TO:</b> JAMES J. MCNULTY, SECRETARY 717-772-7777 PENNSYLVANIA PUBLIC UTILITY COM 400 NORTH STREET 2ND FLOOR COMMONWEALTH KEYSTONE BLDG. <b>HARRISBURG PA 17120-0093</b>			
	<b>PA 171 9-20</b> 		
<b>UPS NEXT DAY AIR</b> TRACKING #: 1Z 00X 095 01 9035 0477		<b>1</b>	
			
BILLING: P/P  Cost Center: 492			
CS 12.0 23.    WAPIE70 99.0A 01/2010		 <b>TM</b>	