

PPL Electric Utilities Corporation

Provider of Last Resort (POLR)

Request for Proposals (RFP) Process and Rules

August 24, 2009

POLR RFP PROCESS AND RULES

TABLE OF CONTENTS

ARTICLE 1 INTRODUCTION.....	4
1.1 OVERVIEW	4
1.2 SUMMARY OF RFP DOCUMENTS.....	8
1.3 POLR LOAD AND SUPPLIER OBLIGATIONS	9
ARTICLE 2 INFORMATION AND SCHEDULE.....	10
2.1 INFORMATION PROVIDED TO POTENTIAL BIDDERS	10
2.2 RFP SCHEDULE	11
2.3 MULTI-SOLICITATION PROCESS.....	12
ARTICLE 3 GENERAL REQUIREMENTS FOR PROPOSALS.....	14
3.1 RFP GENERAL REQUIREMENTS	14
ARTICLE 4 BIDDER QUALIFICATION.....	16
4.1 OVERVIEW OF BIDDER QUALIFICATION PROCESS	16
4.2 EXPRESSION OF INTEREST	17
4.3 CONFIDENTIALITY AGREEMENT	17
4.4 APPLICANT'S PJM QUALIFICATION AND FERC AUTHORIZATION CERTIFICATIONS	18
4.5 CREDIT APPLICATION AND FINANCIAL INFORMATION	18
4.6 BINDING BID AGREEMENT	19
4.7 CURE TIME FOR DEFICIENCIES IN QUALIFICATION REQUIREMENTS.....	19
4.8 BID ASSURANCE COLLATERAL AND ALTERNATIVE LETTER OF CREDIT FORM	19
4.9 ALTERNATIVE FORMS OF PERFORMANCE ASSURANCE	20
ARTICLE 5 BID PROPOSAL REQUIREMENTS.....	21
5.1 BID PROPOSAL FORMAT.....	21
5.2 SUBMITTAL OF BID PROPOSALS.....	23
5.3 CONFIRMATION AND PROPOSAL TAGGING PROCESS.....	23
5.4 BID ASSURANCE COLLATERAL.....	23
5.5 SUBMITTAL OF POLR SMA	24
5.6 CONFORMING BID PROPOSALS	24
5.7 EXPIRATION OF BID PROPOSALS	24
5.8 ADDITIONAL REQUIREMENTS.....	24
ARTICLE 6 INSTRUCTIONS FOR PREPARATION OF BIDDER QUALIFICATIONS AND BID PROPOSALS	26
6.1 GENERAL	26
6.2 PACKAGING.....	27
ARTICLE 7 EVALUATION OF PROPOSALS.....	28
7.1 BIDDER QUALIFICATIONS PROCESSING	28
7.2 BIDDER QUALIFICATIONS EVALUATION.....	28
7.3 BID PROPOSALS PROCESSING	29
7.4 BID PROPOSAL EVALUATION.....	30
7.5 COMMISSION APPROVAL AND REVIEW	32
ARTICLE 8 RESERVED RIGHTS.....	33
8.1 NON-BINDING RFP.....	33
8.2 PROPOSALS BECOME PPL ELECTRIC'S PROPERTY	33

TABLE OF CONTENTS

APPENDIX 2 EXPRESSION OF INTEREST FORM..... 34

APPENDIX 3 CONFIDENTIALITY AGREEMENT..... 35

APPENDIX 4 PJM QUALIFICATION CERTIFICATION FORM 40

APPENDIX 5 FERC AUTHORIZATION CERTIFICATION FORM..... 41

APPENDIX 6 CREDIT APPLICATION..... 42

APPENDIX 7 BID ASSURANCE LETTER OF CREDIT..... 47

APPENDIX 8 BID PROPOSAL SPREADSHEET..... 52

APPENDIX 9 BINDING BID AGREEMENT..... 58

APPENDIX 10 BINDING BID WITHDRAWAL AGREEMENT..... 59

ARTICLE 1 INTRODUCTION

1.1 Overview

- 1.1.1 Capitalized terms in this document, which are not defined explicitly herein, are defined in the PPL Electric Utilities Corporation Provider of Last Resort Supply Master Agreement (“POLR SMA”), attached hereto as Appendix 1.
- 1.1.2 PPL Electric Utilities Corporation (“Company” or “PPL Electric”) has proposed a competitive bidding process to obtain electric supply sufficient for the Company to meet its obligations as the Provider of Last Resort (“POLR”), pursuant to Chapter 28 of the Pennsylvania Public Utility Code, 66 Pa. C. S. §§ 2801-2812. This Request for Proposals (“RFP”) is being issued to select electricity suppliers and to determine POLR retail service rates for the period January 1, 2010, through December 31, 2010.
- 1.1.3 PPL Electric is issuing this RFP to procure full requirements electricity service for the period beginning January 1, 2010, through December 31, 2010, under the terms described below, for each of three groupings of rate classes (“Group”): Residential, Small Commercial and Industrial, and Large Commercial and Industrial. Each Group is defined on the basis of the Company’s existing specific rate schedules as shown in the following table. To the extent an existing rate schedule is modified, or replaced by successor rate schedules, PPL Electric, at its sole discretion, will place that rate schedule in the appropriate Group.

Group	Rate Schedule	Description
Residential	RS RTS RTD	RS – Residential Service RTS(R) – Residential Service – Thermal Storage RTD(R) – Residential Service – Time of Day
Small Commercial and Industrial	GS-1 GS-3 GH-1 GH-2 IS-1 BL SA SM SHS SE TS SI-1 Standby	GS-1 – Small General Service GS-3 – Large General Service GH-1(R) – Single Meter Com'l. Space Heating Service GH-2(R) – Separate Meter General Space Heating Service IS-1(R) – Interruptible Service – Greenhouses BL – Borderline Service – Electric Utilities SA – Private Area Lighting SM – Mercury Vapor Street Lighting SHS – High Pressure Sodium Street Lighting SE – Energy Only Street Lighting Service TS(R) – Municipal Traffic Signal Lighting Service SI-1(R) – Municipal Street Lighting Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.
Large Commercial and Industrial	LP-4 ISP LP-5 LP-6	LP-4 – Large General Service – 12 KV or Higher IS-P(R)–Interruptible Large General Service–12 KV or Higher LP-5 – Large General Service – 69 KV or Higher LP-6 – Large General Service – 69 KV or Higher

Group	Rate Schedule	Description
	LPEP	Power Service to Electric Propulsion
	IST	IS-T(R) – Interruptible Large General Service – 69 KV or Higher
	ISM	Interruptible Service by Agreement (R)
	Standby	Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.

- 1.1.4 The POLR Load for each of these Groups for purposes of this POLR RFP is the full requirements electricity service as recorded by PPL Electric and reported to the PJM Interconnection, LLC (“PJM”) of PPL Electric’s retail customers within that Group, excluding customers that have chosen to take service from an Electric Generation Supplier (“EGS”), and excluding customers that have elected to take POLR service from PPL Electric on an hourly pricing option to be included in PPL Electric’s retail tariff for qualifying customers (“Hourly Service”). For the purposes of this RFP, the POLR Load will be reduced by PPL Electric’s Year 2010 fractional percentage of committed capacity and energy obtained under long-term contracts (appropriate contract and performance data provided on PPL Electric’s RFP Web site).
- 1.1.5 An electricity supplier selected through this RFP to provide POLR Supply for a portion of a particular Group and approved by the Pennsylvania Public Utility Commission (“PUC” or “Commission”) becomes a POLR Supplier for that Group. A POLR Supplier may be selected to provide POLR Supply for one or more Groups. POLR Suppliers will be responsible for supplying the full requirements service including, without limitation, energy, capacity, transmission (excluding transmission service within the PPL Zone), ancillary services, transmission and distribution losses, congestion management costs, and such other services or products that are required to supply POLR service to PPL Electric. In addition, POLR Suppliers will also be responsible for providing supply necessary for PPL Electric to meet its obligations under the Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8, (“AEPS Act”), during the term of the POLR SMA. For the solicitations conducted in 2007 the POLR Suppliers will be responsible for providing the entire solar supply obligation in the AEPS Act for 2010. PPL Electric will be responsible for complying with all PJM Active Load Management program operating rules.
- 1.1.6 A POLR Customer for the purposes of these RFP Rules is: 1) a PPL Electric retail customer in the Residential Group or the Small Commercial and Industrial Group that is not taking service from an EGS; or 2) a PPL Electric retail customer in the Large Commercial and Industrial Group that is not taking service from an EGS and that elects, within the opt-in period, referenced in Article 2.2 (RFP Schedule) to be included in the solicitation for fixed price POLR service in 2010 and subsequently accepts the annual fixed price for POLR service within thirty (30) days after the close of that solicitation. If a PPL Electric retail customer in the Large Commercial and Industrial Group has not elected to be included in the solicitation for annual fixed price POLR service for 2010 or does not accept the annual fixed price POLR service derived from the last solicitation in 2009 within thirty (30) days after the close of the solicitation, that customer cannot return to the fixed price POLR service during the term of the Delivery

Period (January 1, 2010, to December 31, 2010). Such a retail customer in the Large Commercial and Industrial Group, however, may return to Hourly Service. Any other shopping customer (i.e., a customer served by an EGS) may return to POLR service on any meter reading date in accordance with the Company's standard switching requirements. Switching customers may be charged the Generation Rate Adjustment ("GRA") consistent with PPL Electric's General Tariff. Any GRA revenues collected by PPL Electric for service rendered during the Delivery Period to the Groups will be credited on a pro-rata basis to each POLR Supplier, consistent with the POLR Load served by that POLR Supplier, serving those rate schedules, subject to the GRA, within the Groups.

1.1.7 Each POLR Customer in a Group will receive electric service from all POLR Suppliers for that Group, starting on 12:00:00 a.m. Eastern Prevailing Time ("EPT") on January 1, 2010. POLR Customers in a Group cease to be served by all POLR Suppliers for that Group selected through this RFP after December 31, 2010, at 11:59:59 p.m. EPT. POLR Customers in a Group shall pay for retail service based on the bid prices.

1.1.8 POLR Load for each Group will be divided into tranches. A tranche in a Group represents a fixed percentage of the POLR Load for that Group and is approximately 50 megawatts ("MW"). A POLR Supplier serving one tranche in a particular Group is responsible for serving the percentage of that Group's POLR Load represented by one tranche. The total number of tranches placed into each Group is based on that Group's 2010 Projected Peak Load Contribution ("PLC") on the PPL Electric system in accordance with PJM. Given the current PLC, tranches will be distributed among the three Groups as follows: 60 tranches for the Residential Group, 42 tranches for the Small Commercial and Industrial Group, and 30 tranches for the Large Commercial and Industrial Group. A figure in megawatts, called the MW-Measure, is calculated for reference purposes only, as the 2010 Projected PLC for the Group divided by the total number of tranches. The currently projected percentage size and projected MW-Measure of each tranche are shown in the following table:

Group	Total Tranches	% Size of a Tranche	Peak (MW)	MW-Measure
Residential	60	1.67%	3,001	50.0
Small Commercial and Industrial	42	2.38%	2,279	54.3
Large Commercial and Industrial	30	3.33%	1,512	50.4

The actual number of tranches for the Large Commercial and Industrial Group has been determined based upon the number of customers that have opted-in to the solicitation.

1.1.9 The actual POLR Load for each Group will depend upon many factors including, but not limited to, customer migration to EGSs and weather conditions. The maximum

peak load of each Group may be higher or lower than the 2010 Projected PLC utilized to determine the MW-Measure assigned to each Group. Respondents to this RFP (“RFP Bidders”) are responsible for evaluating the uncertainties associated with POLR Load for each of the Groups.

- 1.1.10 PPL Electric will issue a solicitation in July and September of 2007 and in March and September of 2008, and 2009 to competitively procure electric supply sufficient for the Company to meet its 2010 obligations as the POLR Supplier (the solicitation schedule for 2007 will be modified based on the decision of the Commission). Each of the six solicitations from 2007 through 2009 will obtain POLR Supply for the retail customers in the Residential Group and the Small Commercial and Industrial Group. The last scheduled solicitation in 2009 will also obtain the POLR Supply for retail customers in the Large Commercial and Industrial Group that have elected, within the opt-in period, to be included in the solicitation for annual fixed price POLR service for 2010. The Large Commercial and Industrial customers that have elected to be included in the solicitation will have thirty (30) days from the conclusion of the solicitation to accept the annual fixed price for POLR service. If a Large Commercial and Industrial customer does not accept the annual fixed price for POLR service, the customer will be placed on Hourly Service.
- 1.1.11 Any prospective supplier, including PPL Electric’s unregulated generation supply affiliate PPL EnergyPlus, that believes it can meet the Bidder Qualification requirements established in Article 4 and is willing to provide prices at which it will serve tranches of POLR Load for any Group may respond to any solicitation in this RFP.
- 1.1.12 Any prospective respondent to this RFP will meet the Bidder Qualification requirements provided in Article 4, and submit Bid Proposal(s) as described in Articles 5 and 6. The Bidder Qualification requirements generally require the prospective RFP Bidder to provide certain evidence of being a recognized electricity supplier and to submit documents establishing the RFP Bidder’s credit. A Bid Proposal must include the RFP Bidder’s Bid(s) for each Group, and must be accompanied by the executed POLR SMA and sufficient Bid Assurance Collateral. A Bid is a price or prices, in 2010 U.S. Dollars per megawatt-hour (“MWh”), at which the RFP Bidder is willing to serve a tranche or tranches of a given Group.
- 1.1.13 All elements of this RFP will be carried out pursuant to the RFP Schedule provided in Article 2.2. In general, for each of the six solicitations to be conducted under this RFP, there will be a pre-specified time period prior to the submission of Bid Proposals wherein RFP Bidders can: 1) express interest in offering supplies; 2) obtain data on supply obligations; 3) attend a Bidder Information Session; and 4) submit and receive answers to questions regarding the solicitation. In all instances, PPL Electric reserves the right to modify the RFP Schedule at its own discretion.
- 1.1.14 On the Bid Proposal Due Date of any solicitation, a qualified RFP Bidder may submit Bid Proposals for one or more Groups, subject to the restrictions of this article. In any

solicitation, the RFP Bidder may only submit Bids for whole numbers of tranches. The number of tranches in a Group for which an RFP Bidder submits a Bid cannot exceed the product of the Load Cap for that Group and the Available Tranches for that Group in that solicitation. The Load Cap for each Group is provided in Article 2.3.1. In any solicitation, when an RFP Bidder submits a Bid to supply a number of tranches in a Group, the RFP Bidder must submit a price at which that RFP Bidder is willing to serve each number of tranches up to and including that number of tranches in that Group. No Bid for any number of tranches in any Group may be made contingent upon winning or losing another Bid for some number of tranches in another Group. Instructions for preparation of Bid Proposal(s) are addressed in Articles 6.1 and 6.2.

- 1.1.15 For each solicitation, the Bid Proposal Evaluation Team will present the results of that solicitation to the PUC within one (1) business day of the Bid Proposal Due Date of that solicitation. At that time, the PUC will have two (2) business days to consider the report of the Bid Proposal Evaluation Team and to render a final decision on the results of that solicitation. The PUC may either accept or reject all of the Bid Proposals presented for a Group in their entirety.
- 1.1.16 If, for a given Group, the PUC rejects all Bids in any solicitation prior to the last scheduled solicitation, or if some tranches in any particular solicitation do not receive bids, the unfilled tranches from that solicitation will be included in the next solicitation as specified in Article 2.3. In the event that some load remains unserved after the last scheduled solicitation, or if a POLR Supplier defaults, PPL Electric will offer full requirements supply assignment as specified in Article 7.5. After all solicitations, if Bids are received for all tranches in a given Group and the PUC accepts those Bids, the resulting retail rates will be effective for a given customer in that Group for POLR service provided from January 1, 2010 at 12:00:00 a.m. EPT through December 31, 2010, at 11:59:59 p.m. EPT.

1.2 Summary of RFP Documents

- 1.2.1 The following documents are appended to, and shall be considered an integral part of, this RFP:

- Appendix 1: PPL Electric Utilities Corporation POLR SMA
- Appendix 2: Expression of Interest Form
- Appendix 3: Confidentiality Agreement
- Appendix 4: PJM Qualification Certification Form
- Appendix 5: FERC Authorization Certification Form
- Appendix 6: Credit Application
- Appendix 7: Bid Assurance Letter of Credit
- Appendix 8: Bid Proposal Spreadsheets
- Appendix 9: Binding Bid Agreement
- Appendix 10: Binding Bid Withdrawal Agreement

1.3 POLR Load and Supplier Obligations

- 1.3.1 This section contains a general description of the POLR Load for each Group, and a POLR Supplier's obligations. It is only a summary and is subject to and qualified in its entirety by the POLR SMA, attached hereto as Appendix 1.
- 1.3.2 POLR Suppliers for a Group shall serve the Company's POLR Load for that Group. POLR Load for a Group is the Company's full requirements electricity service including, without limitation, energy, capacity, transmission (excluding transmission service within the PPL Zone), ancillary services, transmission and distribution losses, congestion management costs, and such other services or products that are required to supply the POLR load. In addition, as a requirement of any Bid Proposal, each RFP Bidder submitting a Bid for a Group must accept the obligations and associated rights to provide POLR service defined in the POLR SMA.
- 1.3.3 POLR Suppliers are also responsible for providing supply necessary for PPL Electric to meet its obligations under the AEPS Act during the term of the POLR SMA. In order to comply with the AEPS Act and the Commission's Orders in Docket No. P-00052188, Electricity Distribution Companies ("EDCs") must supply a portion of their POLR load consistent with the requirements set forth in the AEPS Act and the Commission's Orders. For the solicitations in 2007, POLR Suppliers are responsible for providing the necessary solar energy to fulfill all of the AEPS solar requirements for 2010. POLR Suppliers will be required to participate exclusively in the PJM-Environmental Information System ("EIS") Generation Attribute Tracking System ("GATS") to demonstrate proof of performance and will be responsible for any costs incurred by PPL Electric associated with non-performance.
- 1.3.4 Each POLR Supplier for a Group will be paid a supplier-specific price for each MWh of electric load served as specified in a Transaction Confirmation to the POLR SMA. The supplier-specific price will be the POLR Supplier's winning price for tranche(s) that the POLR Supplier has been awarded in the Group. The price(s) will be expressed in U.S. Dollars per MWh and will each be reported in a Transaction Confirmation.

ARTICLE 2 INFORMATION AND SCHEDULE

2.1 Information Provided to Potential Bidders

2.1.1 PPL Electric and its RFP Manager have established a Web site that will be the main source of information for this RFP. Prospective RFP Bidders are requested to use this Web site for current data and information about all aspects of this RFP and to access all essential RFP-related documents. Certain data may be password-protected at PPL Electric's sole discretion, in which case passwords would be provided upon execution of the Confidentiality Agreement as described in Article 4.3.

2.1.2 The information on the Web site will contain the following sections:

Home: This section welcomes prospective RFP Bidders and other interested parties and provides crucial announcements regarding the RFP process.

Regulatory Information Page: This section provides the Orders from the PUC in the proceeding.

PPL Electric Rate Categories and Load Data: This section provides data pertinent to prospective RFP Bidders, such as retail and POLR hourly load data by Group, switching data, retail tariffs, load profiles by rate class, etc.

Supplier Documents: This section provides RFP-related documents including all the RFP Rules and the POLR SMA. It also provides all credit instruments necessary for prospective RFP Bidders and for POLR Suppliers, including the standard form for the Bid Assurance LOC, the standard form for the LOC for the term of the POLR SMA, and the standard Guaranty for the term of the POLR SMA.

Ask a Question: In this section, all stakeholders, including prospective RFP Bidders, will be able to ask questions via a web form. The RFP Manager will post the question and an answer on the Web site so that all stakeholders and prospective RFP Bidders have access to the same information. The RFP Manager will also email the answer to the questioner.

FAQs: In this section, the RFP Manager posts the questions and answers received through the Web site and their answers.

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

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

2.2 RFP Schedule

The schedule for this RFP is below. Unless otherwise specified, the time for all deadlines and due dates is 12:00:00 p.m. EPT.

PPL Electric Utilities Corporation POLR RFP Schedule

Activity	Date
PPL Electric Utilities Issues RFP	Thursday, May 31, 2007
Bidder Interest Form and Confidentiality Agreement Available	Thursday, May 31, 2007
RFP Data Room Opens	Thursday, June 7, 2007
Bidder Information Session	Friday, June 29, 2007
Solicitation # 1	
Bidder Qualifications Due	Tuesday, July 10, 2007
Cure Deficiency Deadline	Wednesday, July 18, 2007
Qualified Bidders Notified	Thursday, July 19, 2007
Bid Proposals Due	Monday, July 23, 2007
PUC Decision (close of business)	Thursday, July 26, 2007
Transaction Confirmations are fully executed (2 p.m.)	Friday, July 27, 2007
Solicitation # 2	
RFP Addendum Issued	Monday, August 27, 2007
Bidder Interest Form and Confidentiality Agreement Available	Monday, August 27, 2007
Bidder Information Session	Wednesday, September 5, 2007
Bidder Qualifications Due	Monday, September 10, 2007
Cure Deficiency Deadline	Wednesday, September 19, 2007
Qualified Bidders Notified	Monday, September 24, 2007
Bid Proposals Due	Monday, October 1, 2007
PUC Decision (close of business)	Thursday, October 4, 2007
Transaction Confirmations are fully executed (2 p.m.)	Friday, October 5, 2007
Solicitation # 3	
RFP Addendum Issued	Tuesday, February 12, 2008
Bidder Interest Form and Confidentiality Agreement Available	Tuesday, February 12, 2008
Bidder Information Session	Wednesday, February 20, 2008
Bidder Qualifications Due	Monday, March 3, 2008
Cure Deficiency Deadline	Wednesday, March 12, 2008
Qualified Bidders Notified	Monday, March 17, 2008
Bid Proposals Due	Monday, March 24, 2008
PUC Decision (close of business)	Thursday, March 27, 2008
Transaction Confirmations are fully executed (2 p.m.)	Friday, March 28, 2008
Solicitation # 4	
RFP Addendum Issued	Monday, August 18, 2008
Bidder Interest Form and Confidentiality Agreement Available	Monday, August 18, 2008
Bidder Information Session	Wednesday, August 27, 2008
Bidder Qualifications Due	Monday, September 8, 2008
Cure Deficiency Deadline	Wednesday, September 17, 2008

PPL Electric Utilities Corporation POLR RFP Schedule

Activity	Date
Qualified Bidders Notified	Monday, September 22, 2008
Bid Proposals Due	Monday, September 29, 2008
PUC Decision (close of business)	Thursday, October 2, 2008
Transaction Confirmations are fully executed (2 p.m.)	Friday, October 3, 2008

Solicitation # 5

RFP Addendum Issued	Monday, February 16, 2009
Bidder Interest Form and Confidentiality Agreement Available	Monday, February 16, 2009
Bidder Information Session	Wednesday, February 25, 2009
Bidder Qualifications Due	Monday, March 9, 2009
Cure Deficiency Deadline	Wednesday, March 18, 2009
Qualified Bidders Notified	Monday, March 23, 2009
Bid Proposals Due	Monday, March 30, 2009
PUC Decision (close of business)	Thursday, April 2, 2009
Transaction Confirmations are fully executed (2 p.m.)	Friday, April 3, 2009

Solicitation # 6

Deadline for Large Industrial and Commercial customers to opt-in to the solicitation	Monday, July 27, 2009
RFP Addendum Issued	Monday, August 24, 2009
Bidder Interest Form and Confidentiality Agreement Available	Monday, August 24, 2009
Bidder Information Session	Wednesday, September 2, 2009
Bidder Qualifications Due	Monday, September 14, 2009
Cure Deficiency Deadline	Wednesday, September 23, 2009
Qualified Bidders Notified	Monday, September 28, 2009
Bid Proposals Due	Monday, October 5, 2009
PUC Decision (close of business)	Thursday, October 8, 2009
Transaction Confirmations are fully executed (2 p.m.)	Friday, October 9, 2009
Deadline for Large Industrial and Commercial customers to accept fixed price POLR service	Monday, November 9, 2009

Post Bid Activities

Post Revised Tariff with POLR Rates	Monday, November 2, 2009
Begin Delivery of POLR Supply	Friday, January 1, 2010

2.3 Multi-Solicitation Process

- 2.3.1 In each of the solicitations in 2007 through 2009, PPL Electric will seek to procure POLR Supply for the Residential Group and Small Industrial and Commercial Group. In the last solicitation scheduled in 2009, PPL Electric will also seek to procure POLR Supply for the Large Industrial and Commercial Group. The Available Tranches for each Group in a solicitation are the number of tranches the Company seeks to procure for that Group in that solicitation. In the event that PPL Electric is unable to obtain POLR Supply for all of the Available Tranches for a Group in a solicitation, POLR Supply for the unfilled tranches in that solicitation will be added to the Available Tranches for that Group in the subsequent solicitation. Therefore, the Available

Tranches for each Group in the solicitations in the table below may change depending on the results of prior solicitations. In each solicitation, an RFP Bidder's maximum number of tranches offered must be a whole number that does not exceed the product of the Load Cap for that Group and Available Tranches for that Group.

Group	Solicitation #1 Available Tranches	Solicitation #2 Available Tranches	Solicitation #3 Available Tranches	Solicitation #4 Available Tranches	Solicitation #5 Available Tranches	Solicitation #6 Available Tranches	Load Cap
Residential	10	10	10	10	10	10	85%
Small Commercial and Industrial	7	7	7	7	7	7	85%
Large Commercial and Industrial	-	-	-	-	-	30	85%

The actual number of tranches for the Large Commercial and Industrial Group has been determined based upon the number of customers who have opted-in to the solicitation.

ARTICLE 3

GENERAL REQUIREMENTS FOR PROPOSALS

3.1 RFP General Requirements

3.1.1 A Proposal consists of Bidder Qualifications (a response to the Bidder Qualification requirements in Article 4 of this RFP) and one or several Bid Proposal(s) for a given solicitation with its accompanying documents (as described in Article 5). A respondent to this RFP is an RFP Bidder. An RFP Bidder that fulfills the Bidder Qualification requirements can submit a maximum of one Bid Proposal for each Group on each Bid Proposal Due Date in response to this RFP.

3.1.2 Bidder Qualifications and Bid Proposals must: (i) adhere to this RFP's terms and conditions; and (ii) fulfill all requirements in Articles 3 through 6 of this RFP.

Bidder Qualifications and Bid Proposals that do not adhere to the terms and conditions of this RFP and/or do not fulfill all requirements set forth in Articles 3 through 6 of this RFP, will not be considered.

3.1.3 It is the intention, but not the obligation, of the Company to enter into a POLR SMA with two or more winning RFP Bidders.

3.1.4 The RFP Bidder, at its own cost and expense, shall defend PPL Electric, its parent company, and its subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, or future officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns, against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, or allegations of any kind which in any manner relate to, arise out of, or result from any false statements or misrepresentations, intentional or unintentional, in the Bidder Qualifications and Bid Proposal or breach of any covenant by the RFP Bidder set forth herein. The RFP Bidder shall indemnify and hold harmless PPL Electric, its parent company, subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, or future officers, directors, trustees, employees, shareholders and agents, as well as the heirs, executors, administrators, successors and assigns against any and all liens, judgments, liabilities, losses, injuries, damages, fees, fines, costs or expenses which in any manner relate to, arise out of, or result from any false statements or misrepresentations, intentional or unintentional, in the Bidder Qualifications and Bid Proposal or breach of any warranty by the RFP Bidder as set forth herein.

3.1.5 The submission of any portion of a Proposal to the Company constitutes the RFP Bidder's acknowledgement and acceptance of all the terms and conditions of this RFP, regardless of the outcome of this RFP or the ultimate fate of such Proposal.

- 3.1.6 An Officer of the RFP Bidder is an individual empowered to undertake contracts and bind the RFP Bidder. All Representations in this RFP must be made by an Officer of the RFP Bidder.
- 3.1.7 Each RFP Bidder must comply with all the Bidder Qualification requirements described in Article 4.
- 3.1.8 All information provided and certifications made in the Bidder Qualifications must remain valid and remain in full force until five (5) business days after the applicable Bid Proposal Due Date. Regardless of the reason, if any information provided in the Bidder Qualifications for a given solicitation changes or any certification fails to remain valid, it is the sole responsibility of the RFP Bidder to notify the Bidder Qualification Evaluation Team of such change at least three (3) business days before the submission of any Bid Proposal on a Bid Proposal Due Date. Failing to do so may result in disqualification of the RFP Bidder and the Bid Proposal for that solicitation. The Bidder Qualification Evaluation Team reserves the right to vary the assessment of Bidder Qualifications based on the revised information provided by the RFP Bidder.

ARTICLE 4 BIDDER QUALIFICATION

4.1 Overview of Bidder Qualification Process

- 4.1.1 The purpose of the Bidder Qualification process is to determine the applicant's eligibility to bid. An applicant is qualified to bid in a given solicitation if, by the Cure Deficiency Deadline of that solicitation, it satisfactorily completes or updates the following: 1) submits an Expression of Interest Form; 2) executes the Confidentiality Agreement; 3) certifies that it meets the PJM membership and Federal Energy Regulatory Commission ("FERC") authorization requirements stated in Article 4.4 (Applicant's PJM Qualification and FERC Authorization Certifications); 4) demonstrates that its, or its guarantor's, unsecured senior long-term debt rating (or issuer rating, if the unsecured senior long-term debt rating is unavailable) is currently available from Standard & Poor's, Fitch Ratings, or Moody's Investor Services; 5) submits the Credit Application and associated financial information requested in Article 4.5 (Credit Application and Financial Information); and, 6) submits an executed copy of the Binding Bid Agreement provided as Appendix 9. With the submission of a Bid Proposal, qualified RFP Bidders will be required to post Bid Assurance Collateral in an amount directly proportional to the amount of load bid upon. The Bid Assurance Collateral will be returned to the RFP Bidder subsequent to contract execution or the rejection of its bid(s), as described in Article 5.4 (Bid Assurance Collateral).
- 4.1.2 Applicants are urged to provide the materials necessary to establish eligibility as soon as practicable. PPL Electric will endeavor, on a best efforts basis, to notify applicants of any deficiencies in their submittals in accordance with Article 7.2 no later than forty-eight hours before the Cure Deficiency Deadline for the appropriate solicitation as indicated in Article 2.2 (RFP Schedule). However, PPL Electric does not bear any responsibility for failure to notify applicants of deficiencies prior to the Cure Deficiency Deadline indicated in Article 2.2 (RFP Schedule), and PPL Electric assumes no liability or obligation for a defective submission or for notifying any RFP Bidder of a defective submission. Early submittal of materials will provide the greatest flexibility to correct deficiencies prior to the Cure Deficiency Deadline and applicants are encouraged to submit Bidder Qualifications as soon as possible following the issuance of the RFP, or RFP Addendum. PPL Electric will notify applicants whether or not they have qualified by noon of the Qualified Bidders Notified Date noted in Article 2.2 (RFP Schedule).
- 4.1.3 After an RFP Bidder has qualified for a solicitation in the RFP, that RFP Bidder can qualify again for a subsequent solicitation by: a) verifying, in writing, that the previously submitted credit and financial information is up-to-date and accurate; and b) providing three (3) originals of the Binding Bid Agreement for that solicitation. These documents must be provided by the Bidder Qualifications Due Date for that solicitation. Once qualified, the RFP Bidder will be required to submit the appropriate Bid Assurance Collateral for that solicitation and to fulfill all requirements of the Bid

Proposal(s) as specified in Article 5. It is the sole responsibility of the RFP Bidder to notify PPL Electric of any changes to the RFP Bidder's previously submitted Bidder Qualification materials.

4.2 Expression of Interest

- 4.2.1 Applicants will be required to express their non-binding interest to bid by completing and submitting the Expression of Interest Form (Appendix 2). An electronic copy of the Expression of Interest Form can be found on PPL Electric's RFP Web site. The applicant will not be eligible to submit a Bid Proposal until the completed Expression of Interest Form has been provided to PPL Electric. Applicants are required to submit this document no later than the Bidder Qualifications Due Date noted in Article 2.2 (RFP Schedule). The applicant can express its non-binding interest to bid by: a) completing the electronic Expression of Interest Form on PPL Electric's RFP Web site; or b) sending one (1) completed Expression of Interest Form found as Appendix 2 of these RFP Rules by mail to the address below; or c) sending the completed Expression of Interest Form found as Appendix 2 of these RFP Rules by fax to the number below:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager
Fax: 215-568-9364

- 4.2.2 The Bidder Qualification Evaluation Team will not provide a deficiency notice to an applicant that submits an Expression of Interest Form but that submits none of the other documents required as part of the Bidder Qualification requirements.

4.3 Confidentiality Agreement

- 4.3.1 An applicant and PPL Electric will be required to execute the Confidentiality Agreement (Appendix 3). The applicant will not be eligible to submit a Bid Proposal until such agreement has been executed. An electronic copy of the Confidentiality Agreement can be found on PPL Electric's RFP Web site. The applicant must provide as part of its Bidder Qualifications three (3) originals of the executed agreement as directed in Article 6.1.2. Applicants are required to submit this Agreement no later than the Bidder Qualifications Due Date, noted in Article 2.2 (RFP Schedule).
- 4.3.2 If PPL Electric is providing data or information on a confidential basis, upon submission of the executed Confidentiality Agreement, an applicant will be issued a password to access such data and information from the RFP Web site. Once the Confidentiality Agreement is received from the applicant, PPL Electric will complete the execution of the agreement and send a copy of the fully executed agreement to the applicant by mail or courier service.

4.4 Applicant's PJM Qualification and FERC Authorization Certifications

- 4.4.1 An applicant must certify that it is a member of PJM and qualified as a market buyer and market seller in good standing able to secure generation or otherwise obtain and deliver electricity in PJM through compliance with all applicable requirements of PJM to fulfill a full requirements obligation. In addition, an applicant must certify that it has been authorized by the FERC to make sales of energy, capacity and ancillary services at market-based rates. The PJM Qualification Certification Form (Appendix 4) and the FERC Authorization Certification Form (Appendix 5) can be found on PPL Electric's RFP Web site. Such certifications must be signed by a signatory with the authority to act on behalf of the applicant. Applicants are required to submit such certifications no later than the Bidder Qualifications Due Date, noted in Article 2.2 (RFP Schedule). The applicant must provide as part of its Bidder Qualifications three (3) originals of such certifications as directed in Article 6.1.2. The applicant will not be eligible to submit bids until such certifications have been provided to PPL Electric.

4.5 Credit Application and Financial Information

- 4.5.1 Applicants are required to submit the Credit Application (Appendix 6) and associated financial information to PPL Electric. An electronic copy of the Credit Application can be found on PPL Electric's RFP Web site. Applicants are required to submit the Credit Application no later than the Bidder Qualifications Due Date noted in Article 2.2 (RFP Schedule). The applicant must provide as part of its Bidder Qualifications three (3) originals of the completed Credit Application and one (1) copy of any supporting documents to this Credit Application including the associated financial information as directed in Article 6.1.2.
- 4.5.2 All submitted information must be in the English language. Financial data must be denominated in U.S. Dollars and conform to Generally Accepted Accounting Principles ("GAAP") in the United States. If the applicant's financial information is consolidated with other entities, then it is the applicant's responsibility to extract and submit as separate documents all data and information related solely to the applicant. This must include all financial information, associated notes, and all other information that would comprise a full financial report conforming to GAAP.
- 4.5.3 PPL Electric may, at its sole discretion, consider financial information of foreign applicants or foreign guarantors that are not denominated in U.S. Dollars or do not conform to GAAP in the United States. Such acceptability will be communicated to the applicant no later than forty-eight hours before the Cure Deficiency Deadline as indicated in Article 2.2 (RFP Schedule). Any guarantor will be required to execute the Unconditional Guaranty (Exhibit F) as it appears in the POLR SMA, and as such the guarantor must be able to make all representations and warranties therein.

4.6 Binding Bid Agreement

- 4.6.1 An applicant must certify that as an RFP Bidder it agrees to be bound by the price quotes entered on any Bid Proposal Spreadsheet(s) submitted by the RFP Bidder, which shall constitute a firm offer to supply service in accordance with the POLR SMA. The signatory to the Binding Bid Agreement must certify that he/she has the authority to act on behalf of, and to bind, the RFP Bidder to perform the terms and conditions of the POLR SMA at the prices and for the load amounts specified in its Bid Proposal(s). In addition, by submitting the Binding Bid Agreement, the RFP Bidder certifies that it has met the conditions stipulated in Article 5.8 of this RFP. An electronic copy of the Binding Bid Agreement can be found on PPL Electric's RFP Web site. For each solicitation, Applicants are required to submit three (3) originals of such certification, in the form of Appendix 9, no later than the Bidder Qualifications Due Date for that solicitation as noted in Article 2.2 (RFP Schedule). The applicant should send such certification as directed in Article 6.1.2.

4.7 Cure Time for Deficiencies in Qualification Requirements

- 4.7.1 In the event that an RFP Bidder has not met all of the Bidder Qualification requirements under Article 4 (Bidder Qualification), PPL Electric will endeavor, on a best efforts basis, to notify the RFP Bidder no later than forty-eight hours before the Cure Deficiency Deadline. It is understood and agreed that PPL Electric has no liability for any failure to notify an RFP Bidder of a deficiency. If the RFP Bidder fails to remedy any deficiencies by the Cure Deficiency Deadline for a solicitation so as to not be qualified to submit Bid Proposals in that solicitation, such applicant will be allowed to cure any such deficiency and participate in subsequent solicitations, if the deficiency is cured no later than the Cure Deficiency Deadline for the next solicitation.

4.8 Bid Assurance Collateral and Alternative Letter of Credit Form

- 4.8.1 Accompanying its Bid Proposal(s), each RFP Bidder must provide liquid Bid Assurance Collateral by the Bid Proposal Due Date in an amount of \$500,000 per tranche bid. The purpose of this collateral is to assure commitment of the RFP Bidder to execute the Transaction Confirmation forms for the tranches awarded to the RFP Bidder. The form of collateral must be either cash or an irrevocable LOC. An acceptable Bid Assurance LOC form is provided as Appendix 7; an electronic copy can be found on PPL Electric's RFP Web site.
- 4.8.2 As part of the Bidder Qualifications, an applicant may propose modifications to the Bid Assurance LOC that are non-substantive or clarifying in nature. The applicant proposing modifications to the Bid Assurance LOC must provide three (3) copies of the Bid Assurance LOC with the proposed modifications. The applicant may also provide an electronic copy at pplpolr@pplweb.com for the convenience of the Bidder

Qualifications Evaluation Team. The acceptability of such proposed modifications will be at PPL Electric's sole discretion, and such acceptability will be communicated to the applicant no later than forty-eight hours before the Cure Deficiency Deadline indicated in Article 2.2 (RFP Schedule). A list of all acceptable modifications to the Bid Assurance LOC will be posted to PPL Electric's RFP Web site no later than five (5) business days before the Bid Proposal Due Date noted in Article 2.2 (RFP Schedule).

4.9 Alternative Forms of Performance Assurance

- 4.9.1 Subsequent to the return of a supplier's Bid Assurance Collateral, another instrument of performance assurance to secure PPL Electric's exposure during the term of the POLR SMA may be required, as set forth in the POLR SMA. Any performance assurance required of the supplier determined in accordance with the POLR SMA may be in the form of cash, LOC, or other security acceptable to PPL Electric. An acceptable Performance Assurance LOC form is provided as Exhibit C in the POLR SMA. An acceptable Unconditional Guaranty form is provided as Exhibit F in the POLR SMA. As part of its Bidder Qualifications, an applicant may propose modifications to the Performance Assurance LOC or the Unconditional Guaranty form that are non-substantive or clarifying in nature. The applicant proposing modifications to the Performance Assurance LOC or the Unconditional Guaranty must provide three (3) copies of such document with the proposed modifications. If an applicant intends to use security other than cash or LOC, PPL Electric requests that the applicant describe such other security at the time it submits its Credit Application and financial information. The acceptability of such proposed modifications to the Performance Assurance LOC or the Unconditional Guaranty form or such other form of security will be at PPL Electric's sole discretion, and such acceptability will be communicated to the applicant no later than forty-eight hours before the Cure Deficiency Deadline indicated in Article 2.2 (RFP Schedule). A list of all acceptable modifications to the Performance Assurance LOC or the Unconditional Guaranty form will be posted to PPL Electric's RFP Web site.

ARTICLE 5 BID PROPOSAL REQUIREMENTS

5.1 Bid Proposal Format

- 5.1.1 RFP Bidders shall submit their Bid Proposal(s) using only the Bid Proposal Spreadsheets attached to this RFP as Appendix 8; an electronic copy is available on PPL Electric's RFP Web site. There is a separate Bid Proposal Spreadsheet for each solicitation and each Group, as indicated in the title area of each Bid Proposal Spreadsheet. The Bid Proposal Spreadsheets contain sections of information labeled Bidder Information, Tranche Information, and Bid Information. The Bid Proposal Spreadsheets contain shaded cells in which RFP Bidders provide information and their Bids. **In order to prevent any misunderstanding of an RFP Bidder's Bid Proposal, all shaded cells within a Bid Proposal Spreadsheet must be completed by the RFP Bidder. A Bid Proposal Spreadsheet submitted by an RFP Bidder that contains blank shaded cells will be deemed a non-conforming Bid Proposal, and will be eliminated from further consideration. Therefore, if it is the intent of an RFP Bidder to offer to supply a particular total number of tranches, the RFP Bidder must enter a price quote in the price cells associated with each of the total number of tranches up to and including that particular total number of tranches and must enter an "X" in price cells associated with each of the total number of tranches beyond that particular total number of tranches.** The non-shaded cells are read-only cells containing either fixed or computed amounts.
- 5.1.2 No Bid Proposal can be conditioned in any manner. PPL Electric reserves the right to accept or reject any RFP Bidder's Bid Proposal(s) in accordance with the proposal evaluation criteria set forth in Article 7 (Evaluation of Proposals).
- 5.1.3 Bidder Information – These cells are **RFP bidder input cells** and include Company Name, Contact Name, Phone Number, and Fax Number and must be provided by the RFP Bidder. As set forth in Article 5.3 (Confirmation and Proposal Tagging Process), such information will be used to confirm receipt of the RFP Bidder's Bid Proposal Spreadsheet(s).
- 5.1.4 Tranche Information – The contents of these cells are provided by PPL Electric and include the Available Tranches to Bid, Load Cap, Total Tranches in Solicitation, Tranche Size (% of Total Group Load), and MW-Measure (based on Projected 2010 PLC). The Total Tranches in Solicitation represents an initial target consistent with the multi-solicitation structure described in Article 2.3 (Multi-Solicitation Process). However, as discussed in Article 2.3 (Multi-Solicitation Process), such targets are subject to change depending on the results of prior solicitations. In the event that the initial target changes, PPL Electric will, prior to a solicitation, revise such targets in the Bid Proposal Spreadsheets accordingly as indicated in Article 2.2 (RFP Schedule). The Load Cap is the maximal percent of the Group's Total Tranches in Solicitation that each RFP Bidder can win in that solicitation. The Available Tranches to Bid is the

product of the Load Cap and the Total Tranches in Solicitation. The Tranche Size (% of Total Group Load) represents the share of the Group's load measured by one tranche. The Tranche Size (% of Total Group Load) is applicable to each rate schedule within the Group. For example, if there are three rate schedules being bid in aggregate within a Group, and the Tranche Size is 2%, the RFP Bidders awarded those tranches will supply 2% of each of the three rate schedules in that Group. The MW-Measure (based on Projected 2010 PLC) is provided in terms of PLC and is consistent with the reporting of PLC to PJM (as shown in Article 1.1.8).

- 5.1.5 Total Tranches Supplied – These cells show the number of total tranches the RFP Bidder can offer to supply.
- 5.1.6 Bid Assurance Collateral Amount – The contents of these cells are computed as the product of the Total Tranches Supplied and \$500,000.
- 5.1.7 Price (2010 US\$/MWh) – These cells are **RFP Bidder input cells** for the RFP Bidder's price quote corresponding to each Total Tranches Supplied. The price quotes shall be in terms of 2010 US\$/MWh. As set forth in the POLR SMA, the MWh of energy shall be equivalent to the amount of energy reported as the supplier's obligation by PPL Electric to PJM adjusted for losses in accordance with PPL Electric's initial and subsequent retail load settlement process. All price quotes are limited to two decimal places. An RFP Bidder that wishes to offer to supply a particular Total Tranches Supplied must: 1) provide a price quote in the Price (2010 US\$/MWh) cell corresponding to each of the Total Tranches Supplied up to and including that particular Total Tranches Supplied; and 2) mark an "X" in the Price (2010 US\$/MWh) cell corresponding to each of the Total Tranches Supplied beyond that particular Total Tranches Supplied. For example, if an RFP Bidder wishes to offer to supply six Total Tranches Supplied, then the RFP Bidder must provide a price quote for each Total Tranches Supplied from one to six and mark an "X" for all Total Tranches Supplied greater than six.
- 5.1.8 Complete/Incomplete Flag – The content of this cell is computed and indicates whether or not the Bid Proposal Spreadsheet has been fully completed in accordance with Article 5.1 (Bid Proposal Format). An incomplete Bid Proposal Spreadsheet will be deemed non-conforming, as set forth in Article 5.6 (Conforming Bid Proposals).
- 5.1.9 Tag Number – The content of this cell will be provided by PPL Electric and will represent a unique identification for each Bid Proposal Spreadsheet submitted by the RFP Bidder. This identification will be communicated to the RFP Bidder at the time PPL Electric confirms receipt of the RFP Bidder's Bid Proposal, as described in Article 5.3 (Confirmation and Proposal Tagging Process).
- 5.1.10 The RFP Bidder may choose to bid in one or several of the three Groups, subject to the restrictions of this article. On any Bid Proposal Due Date, the number of tranches in a Group for which an RFP Bidder submits a Bid Proposal must be a whole number and cannot exceed the product of the Load Cap for that Group and the number of Available Tranches for that Group in that solicitation. The Load Caps and the number of

Available Tranches for each Group and each solicitation are provided in the table in Article 2.3 (Multi-Solicitation Process).

5.2 Submittal of Bid Proposals

- 5.2.1 Each RFP Bidder shall only submit its Bid Proposal(s) using the Bid Proposal Spreadsheet described in Article 5.1 by secure electronic file transfer to the PPL secure server by 12:00:00 p.m. EPT, on the Bid Proposal Due Date for each solicitation as indicated in Article 2.2 (RFP Schedule). An RFP Bidder may only withdraw one or more of its Bid Proposal(s) before 12:00:00 p.m. EPT on the Bid Proposal Due Date by submitting the Binding Bid Withdrawal Agreement, provided as Appendix 10, to the fax number provided in Article 6.1.2. The signatory to the Binding Bid Withdrawal Agreement must certify that he/she has the authority to act on behalf of the RFP Bidder in such a manner. Upon receipt of a Binding Bid Withdrawal Agreement, PPL Electric will provide the RFP Bidder with a notice by phone of receipt of such withdrawal.

5.3 Confirmation and Proposal Tagging Process

- 5.3.1 PPL Electric will confirm receipt of an RFP Bidder's Bid Proposal(s) and communicate the RFP Bidder's tag number by phone within thirty (30) minutes of receipt of a Bid Proposal Spreadsheet. As indicated on each Bid Proposal Spreadsheet, the RFP Bidder will provide a contact name and phone number, which will be used for the receipt confirmation.

5.4 Bid Assurance Collateral

- 5.4.1 Each RFP Bidder must provide liquid Bid Assurance Collateral to support its Bid Proposal(s). The form of collateral must be either cash or an irrevocable LOC. An acceptable Bid Assurance LOC form is provided as Appendix 7; an electronic copy can be found on PPL Electric's RFP Web site. PPL Electric will consider modifications to the Bid Assurance LOC in accordance with the process provided in Article 4.
- 5.4.2 The RFP Bidder must provide Bid Assurance Collateral in an amount of \$500,000 times the total number of tranches bid in all its Bid Proposal(s). PPL Electric will hold the Bid Assurance Collateral until either the RFP Bidder is notified that it has not been awarded tranches for a solicitation or until the RFP Bidder executes the Transaction Confirmation forms upon being awarded tranches. Upon either of the above two conditions, Bid Assurance Collateral in the form of cash will be returned within one (1) business day, and Bid Assurance Collateral in the form of an LOC will be returned within two (2) business days. The RFP Bidder may request that the Bid Assurance Collateral reside with PPL Electric through the entire multi-solicitation period. An RFP Bidder that is awarded tranche(s) and does not timely execute the Transaction

Confirmation forms associated with such tranches shall forfeit its Bid Assurance Collateral.

- 5.4.3 Wire transfer instructions for RFP Bidders who intend to provide Bid Assurance Collateral in the form of cash is available upon request from the RFP Manager.

5.5 Submittal of POLR SMA

- 5.5.1 Before or on the Bid Proposal Due Date, the RFP Bidder must submit three (3) executed originals of the POLR SMA as instructed in Article 6.1.5, including the completed signature page of the POLR SMA, Exhibit G filled in with the appropriate contact information for the RFP Bidder, and Exhibit H duly executed. Other exhibits of the POLR SMA either are samples or are documents that do not need to be completed until execution of the Transaction Confirmation form.

5.6 Conforming Bid Proposals

- 5.6.1 In order for a Bid Proposal to be conforming, the Bid Proposal must be: (i) submitted using the Bid Proposal Spreadsheet, completed in full and without modification; (ii) submitted by the Bid Proposal Due Date noted in Article 2.2 (RFP Schedule); (iii) submitted by a qualified RFP Bidder as defined in Article 6.1.1; (iv) submitted by an RFP Bidder that has also submitted sufficient Bid Assurance Collateral; (v) submitted by an RFP Bidder that has also submitted three (3) executed originals of the POLR SMA as instructed in Article 5.5.1.

Bid Proposals deviating from the above criteria will be deemed non-conforming and eliminated from further consideration. Any such elimination of Bid Proposals will be communicated by PPL Electric to the relevant RFP Bidder(s) as soon as practicable.

5.7 Expiration of Bid Proposals

- 5.7.1 An RFP Bidder's Bid Proposal shall expire the earlier of the time PPL Electric notifies the RFP Bidder that its Bid Proposal has been rejected or at midnight EPT two (2) business days after the scheduled day of awarding bids within each solicitation, as indicated in Article 2.2 (RFP Schedule).

5.8 Additional Requirements

- 5.8.1 The RFP Bidder certifies, by its submission of a Binding Bid Agreement in its Bidder Qualifications, that it is bidding independently and that it has no knowledge of any Proposal being submitted by another RFP Bidder in response to this RFP.

5.8.2 The RFP Bidder certifies by its submission of a Binding Bid Agreement that, except for any communication with its financial institution for the purpose of preparing the Bid Assurance Letter of Credit, the RFP Bidder has not disclosed and will not disclose publicly or to any other party before the PUC has rendered a decision on the RFP results any information relating to its Proposal, which could have an effect on whether another party submits a Proposal to this RFP or on the contents of such Proposal that another RFP Bidder would be willing to submit in response to this RFP. Such information includes, but is not limited to: the fact that the RFP Bidder is submitting a Proposal in response to this RFP; the RFP Bidder's Bids; the RFP Bidder's number of tranches bid; the RFP Bidder's estimation of the value of a tranche; the RFP Bidder's estimation of the risks associated with serving POLR Load; the RFP Bidder's preference for bidding on one or several Groups; the RFP Bidder's preference for bidding on one or another Bid Proposal Due Date; and the RFP Bidder's contractual arrangements for power with a party to serve the POLR Load were the RFP Bidder to become a POLR Supplier.

ARTICLE 6
INSTRUCTIONS FOR PREPARATION OF BIDDER QUALIFICATIONS
AND BID PROPOSALS

6.1 General

- 6.1.1 An RFP Bidder must submit its Bidder Qualifications and Bid Proposal(s) separately. The RFP Bidder will first submit its Bidder Qualifications (responses to Bidder Qualification requirements) as required in Article 4 of this RFP. RFP Bidders that are notified that they are qualified RFP Bidders for a solicitation may submit a Bid Proposal for each Group, along with all other required documents as described in Article 5.6, by the Bid Proposal Due Date as indicated in Article 2.2 (RFP Schedule).
- 6.1.2 For each solicitation, each RFP Bidder must deliver its Bidder Qualifications described in Article 4 by certified mail, registered mail, hand delivery, or courier service to PPL Electric at the following address:
- PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager
Fax: 215-568-9364
- 6.1.3 Bidder Qualifications must be delivered to the address designated in Article 6.1.2 above by the Bidder Qualifications Due Date for the appropriate solicitation as specified in Article 2.2 (RFP Schedule). Bidder Qualifications received after the due date specified in Article 2.2 will be considered for the next solicitation if there are remaining solicitations; otherwise Bidder Qualifications will be returned to the RFP Bidder unopened, the Bidder Qualifications will be rejected, and the RFP Bidder will have failed to qualify for submitting a Bid Proposal. Each RFP Bidder assumes full responsibility for timely delivery to the location specified in Article 6.1.2 above.
- 6.1.4 Bid Assurance Collateral for a solicitation, if submitted in the form of a LOC, must be sent by certified mail, registered mail, hand delivery, or courier service to the address specified in Article 6.1.2. All Bid Assurance Collateral, in the form of LOC or cash, must be received by the Bid Proposal Due Date for that solicitation as specified in Article 2.2 (RFP Schedule). Bid Assurance Collateral received after the Bid Proposal Due Date specified in Article 2.2 will result in the rejection of the corresponding Bid Proposal(s). Each RFP Bidder assumes full responsibility for timely delivery to the address specified in Article 6.1.2 above.
- 6.1.5 For the first solicitation in which an RFP Bidder is qualified and submits a Bid Proposal, the RFP Bidder must have signed three (3) originals of the POLR SMA as instructed in Article 5.5.1 and sent these by certified mail, registered mail, hand delivery, or courier service to the address specified in Article 6.1.2 by the Bid Proposal

Due Date specified in Article 2.2 (RFP Schedule). If the RFP Bidder is awarded any tranches in any solicitation in this RFP, the signed POLR SMAs that were initially submitted will be executed by PPL Electric and two originals will be returned to the RFP Bidder together with the partially executed Transaction Confirmation forms. The execution of a Transaction Confirmation is all that will be required in subsequent solicitations wherein a RFP Bidder that has previously executed the POLR SMA in a satisfactory manner is awarded additional tranches. If the RFP Bidder was not awarded tranches in the solicitation for which POLR SMAs were provided, PPL Electric will retain the POLR SMAs for any future solicitation in which the RFP Bidder may again submit a Bid Proposal.

- 6.1.6 Bid Proposals must be completed in the full legal name of the party that will execute the POLR SMA(s) with the Company should the party be a winning RFP Bidder and should the PUC approve the RFP results. Each RFP Bidder shall submit its Bid Proposal(s) using the Bid Proposal Spreadsheet described in Article 5.1 by secure electronic file transfer to the PPL secure server by 12:00:00 p.m. EPT, on the Bid Proposal Due Date for each solicitation as indicated in Article 2.2 (RFP Schedule).

6.2 Packaging

- 6.2.1 In response to this RFP, each RFP Bidder must provide to the RFP Manager three (3) originals of its Bidder Qualifications on the Bidder Qualifications Due Date (except for the Expression of Interest, for which one (1) original is sufficient, and any supporting documents to the Credit Application including the associated financial information, for which one (1) original is sufficient).
- 6.2.2 The qualified RFP Bidder must provide Bid Assurance Collateral supporting its Bid Proposal(s). The RFP Bidder must provide three (3) originals of the POLR SMA by the Bid Proposal Due Date. Each original must bear original signatures.
- 6.2.3 Only Bid Proposals using the Bid Proposal Spreadsheet submitted by secure electronic file transfer to the PPL secure server or through an alternate method if so directed by the RFP Manager will receive consideration.
- 6.2.4 Each package must be sent by certified mail, registered mail, hand delivery, or courier service to the address as specified in Article 6.1.2 in a manner that allows immediate and unambiguous identification of the RFP Bidder.

ARTICLE 7 EVALUATION OF PROPOSALS

7.1 Bidder Qualifications Processing

- 7.1.1 As determined by the RFP Manager, the Bidder Qualification Evaluation Team will consist of representatives of the RFP Manager, a credit representative from PPL Electric, and representatives on behalf of PPL Electric.
- 7.1.2 All packages containing Bidder Qualifications will be opened privately by the Bidder Qualification Evaluation Team. A representative from the PUC may be present. PPL Electric assumes no liability for any failure to notify RFP Bidders of a deficiency in a submission prior to the Cure Deficiency Deadline.
- 7.1.3 Bidder Qualifications of an RFP Bidder that do not comply with the packaging instructions will be returned to the RFP Bidder.
- 7.1.4 Bidder Qualifications must include all documents and information required to satisfy the Bidder Qualification requirements as set out in Article 4.
- 7.1.5 The Bidder Qualification Evaluation Team will review Bidder Qualifications until the Cure Deficiency Deadline as specified in Article 2.2 (RFP Schedule). The Bidder Qualification Evaluation Team will assess the Bidder Qualifications for completeness and compliance with the terms and conditions of this RFP, in accordance with the procedure in Article 7.2.

7.2 Bidder Qualifications Evaluation

- 7.2.1 The Bidder Qualification Evaluation Team will deem a response to the Bidder Qualifications to be complete and compliant if: (i) all information specified in Article 4.1 has been fully and satisfactorily provided; and (ii) all certifications and documents have been signed by an Officer of the RFP Bidder.
- 7.2.2 The Bidder Qualification Evaluation Team will review Bidder Qualifications upon receipt but no earlier than ten (10) business days prior to the Bidder Qualifications Due Date as specified in Article 2.2 (RFP Schedule). If the Bidder Qualification Evaluation Team determines that some portion of the RFP Bidder's response to the Bidder Qualifications is deficient because the response is incomplete or is not compliant with the terms of this RFP, the Bidder Qualification Evaluation Team will endeavor, on a best efforts basis, to issue a deficiency notice requesting that the RFP Bidder cure the deficiency with respect to that particular aspect of its Bidder Qualifications. The Bidder Qualification Evaluation Team will endeavor, on a best efforts basis, to notify RFP Bidders of any deficiencies in their Bidder Qualifications, and to provide a decision on the acceptability of proposed modifications to the Bid Assurance LOC or other

instruments for Performance Assurance, no later than forty-eight hours before the Cure Deficiency Deadline. PPL Electric assumes no liability for any failure to notify RFP Bidders of a deficiency in a submission prior to the Cure Deficiency Deadline. The Bidder Qualification Evaluation Team will review all responses to deficiencies submitted by the specified Cure Deficiency Deadline in Article 2.2 (RFP Schedule). If a response to a deficiency is provided by an RFP Bidder before the Cure Deficiency Deadline specified in Article 2.2 (RFP Schedule) and the response is not sufficient to cure the deficiency, the RFP Bidder may continue to provide the required clarification or additional information to cure the deficiency until the Cure Deficiency Deadline for that solicitation.

- 7.2.3 If a deficiency notice is sent and the RFP Bidder does not respond by the Cure Deficiency Deadline established by the Bidder Qualification Evaluation Team, or does not address the deficiency in a manner that is deemed satisfactory at the Bidder Qualification Evaluation Team's sole discretion, the RFP Bidder will not be qualified for that solicitation.
- 7.2.4 When the evaluation of the responses to the Bidder Qualifications is completed for all RFP Bidders, RFP Bidders will be either qualified or disqualified. RFP Bidders whose responses to the Bidder Qualifications, as may be supplemented or amended in response to a deficiency notice by the Bidder Qualification Evaluation Team, are found to be complete and compliant will be deemed qualified for that solicitation; all other RFP Bidders will be disqualified for that solicitation.
- 7.2.5 Bidders will be notified on the Qualified Bidders Notified Date in the RFP Schedule if they qualify to submit Bid Proposal(s) on the Bid Proposal Due Date. (i) Only those RFP Bidders whose response to the Bidder Qualification requirements is complete and compliant with the terms of this RFP will be invited to submit Bid Proposal(s). (ii) An RFP Bidder acting in concert with another RFP Bidder may be disqualified by the Company in its sole and exclusive discretion at any point in the process.

7.3 Bid Proposals Processing

- 7.3.1 Bid Proposals will only be considered for those RFP Bidders that qualify as a result of the prior submission of a response to the Bidder Qualification requirements.
- 7.3.2 The Bid Proposal Evaluation Team will consist of representatives of the RFP Manager and representatives on behalf of the Company.
- 7.3.3 All Bid Proposals will be electronically and privately opened by the Bid Proposal Evaluation Team and will be evaluated at the same time. A representative of the PUC may be present to attend the opening and evaluation of the Bid Proposals. Information regarding the content or status of any Bid Proposal will not be publicly released during the evaluation process.

- 7.3.4 The Bid Proposal Evaluation Team will assess the Bid Proposal(s) and all accompanying documents for completeness and compliance with the terms and conditions of this RFP, in accordance with the procedure in Article 7.4.
- 7.3.5 The Bid Proposal Evaluation Team may issue a deficiency notice with respect to any aspect of the Bid Proposal(s) and accompanying documents as described in Article 5.6.1 if practicable to do so before the Bid Proposal Deadline. The Bid Proposal Evaluation Team is under no obligation to issue such a deficiency notice. Should the Bid Proposal Evaluation Team issue such a deficiency notice, the RFP Bidder will have until the bid Proposal Due Date to cure any such deficiency. All non-conforming Bid Proposals will be removed from consideration.

7.4 Bid Proposal Evaluation

- 7.4.1 Bid Proposals received from RFP Bidders may be eliminated from further consideration at any point, at the Bid Proposal Evaluation Team's sole and exclusive discretion, for any of the following reasons including (but not limited to): (i) failure to provide clarification of, or additional information relating to, a Bid Proposal as requested by the Bid Proposal Evaluation Team subsequent to the submission of a Bid Proposal; (ii) illegal conduct, attempts or the appearance of attempts to improperly influence the consideration or ranking of the Bids; and (iii) failure to honor representations made in a Proposal.
- 7.4.2 The Bid Proposal Evaluation Team will assess that all information required with the Bid Proposal(s), as specified in Article 5, have been submitted. If they have not been submitted by the Bid Proposal Due Date, the Bid Proposal(s) will be rejected.
- 7.4.3 Any Bid Proposal will be removed from consideration if: (i) it is not submitted electronically using the Bid Proposal Spreadsheet that the RFP Bidder was instructed to use in Article 5.1; or (ii) it is on a Bid Proposal Spreadsheet that includes extraneous information; or (iii) it is not supported by a Bid Assurance LOC acceptable to the Company; or (iv) the RFP Bidder has not submitted three (3) signed originals of the POLR SMA.
- 7.4.4 The Bid Proposal Evaluation Team will ensure that sufficient financial guarantees are provided to support the Bids. Financial guarantees will be sufficient if the amount of Bid Assurance Collateral is sufficient given the sum of the maximum number of tranches offered in each Group by the RFP Bidder as specified in Article 4.8.
- 7.4.5 If a qualified RFP Bidder's Bid Assurance Collateral is insufficient to support the sum of the maximum number of tranches offered in each Group by the RFP Bidder, the Bid Proposal Evaluation Team will modify that RFP Bidder's Bid Proposal Spreadsheets. The Bid Proposal Evaluation Team will determine for each such RFP Bidder the

greatest number of whole tranches that its amount of Bid Assurance Collateral is sufficient to support. The Bid Proposal Evaluation Team will strike a Bid from a Bid Proposal Spreadsheet for any Total Tranches Supplied that is not supported by the amount of Bid Assurance Collateral. The Bid Proposal Evaluation Team will remove a Bid first from the Group where there is the most competition, as measured by the ratio of the tranches bid to the number of tranches needed. By submitting a Bid Proposal in response to this RFP, each RFP Bidder is authorizing the Bid Proposal Evaluation Team to modify the RFP Bidder's Bid Proposal documents as specified in and as required by this article.

- 7.4.6 The remaining Bid Proposals will be evaluated on a price-only basis as follows. The Bid Proposal Evaluation Team will, for each Group, consider all combinations of Bid(s) (across RFP Bidders) whose sum of Total Tranches Supplied is equal to the Available Tranches for that Group in that solicitation. In the event that the greatest sum of Total Tranches Supplied for any combination in that Group is less than the Available Tranches in Solicitation for that Group, the Bid Proposal Evaluation Team will consider all combinations of Bids in that Group whose sum of Total Tranches Supplied equal the most obtainable given those Bids. For each combination, the Bid Proposal Evaluation Team will calculate the Combination Average Price ("CAP") equal to the average Price (2010 US\$/MWh) of the Bids in the combination weighted by their corresponding Total Tranches Supplied. The winning Bid(s) will be the Bid(s) contained in the combination with the lowest CAP. An RFP Bidder that is awarded tranches shall receive the Price (2010 US\$/MWh) corresponding to the winning Bid as stated in its Bid Proposal Spreadsheet under the Bid Information section.
- 7.4.7 In the event that two or more combinations have the lowest CAP for a given Group, the winning Bid(s) will be the Bid(s) contained in the combination that is drawn randomly from the set of combinations with the lowest CAP.
- 7.4.8 After sufficient financial guarantees are determined, all combinations of Bid(s) are ranked from lowest to highest for each of the Groups, and the tied combinations, if any, are resolved, the Bid Proposal Evaluation Team will communicate with each RFP Bidder that has submitted at least one of the Bid(s) for a Group in the winning combination that will be presented to the Commission. For each such RFP Bidder for a Group, the Bid Proposal Evaluation Team will: (i) communicate the CAP of the winning combination for that Group being presented to the PUC; and (ii) identify the Bids submitted by such RFP Bidder that will be presented to the PUC for that Group.
- The Bid Proposal Evaluation Team will also communicate to the Company the CAP of the winning combination for each Group and the number of Bids presented to the PUC.
- 7.4.9 An RFP Bidder acting in concert with another RFP Bidder may be disqualified by the Company at its sole and exclusive discretion.

7.5 Commission Approval and Review

- 7.5.1 The Bid Proposal Evaluation Team will prepare a report that presents the results of a solicitation to the PUC for approval. The Bid Proposal Evaluation Team's report will summarize the Bidder Qualification process and the Bid Proposals that were considered on the Bid Proposal Due Date. The PUC will have two (2) business days to decide whether to approve the results. If the results are approved by the PUC, the Bid Proposal Evaluation Team will notify all RFP Bidders of the PUC's decision. The winning RFP Bidders will then receive a Transaction Confirmation from PPL Electric on the date of the PUC's approval. The winning RFP Bidders must follow the Transaction Confirmation directions in the POLR SMA. If a winning RFP Bidder fails to execute the Transaction Confirmation as required under Article 2.8 of the POLR SMA, the winning RFP Bidder may forfeit its Bid Assurance Collateral.
- 7.5.2 In the event that results for any solicitation are rejected by the PUC or that some tranches are unfilled in a particular solicitation, those tranches will be offered in next scheduled solicitation. In the event that some load remains un-served for a Group after the last scheduled solicitation, or in the event that a POLR Supplier for a Group defaults, PPL Electric will offer full requirements supply assignment to other winning RFP Bidders for the same Group consistent with the Step-Up process described in the POLR SMA. If this assignment is not successful, PPL Electric will offer full requirements supply assignment to all POLR Suppliers consistent with the Step-Up process described in the POLR SMA, even if a POLR Supplier does not serve tranches for that Group. These assignments will be offered at the original bid price in the event of default(s), or at the average price from the last successful bid for that Group in the event of insufficient bids.

ARTICLE 8 RESERVED RIGHTS

8.1 Non-Binding RFP

- 8.1.1 Prior to the submission of any Bid Proposals and with PUC approval, PPL Electric has the right to withdraw and terminate this RFP without any liability or responsibility to any RFP Bidder or any other party, for reasonable cause, including, but not limited to, adverse statutory changes or interpretations, issuance of new PUC orders and/or regulations, market conditions, etc., that preclude this RFP from being implemented in substantially the manner described herein.
- 8.1.2 Subject to PUC approval, the Company reserves the right to accept or reject, in whole or in part, any and all Proposals, without any liability or responsibility to any RFP Bidder or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PUC orders and/or regulations, market conditions, etc., that preclude this RFP from being implemented in substantially the manner described herein.
- 8.1.3 PPL Electric will not be liable to any RFP Bidder or any other party for failure to execute a POLR SMA. Nothing herein may be construed to bind the Company unless and until the PUC has approved winning Bid(s), and each POLR SMA with an RFP Bidder has been executed and is effective. Once effective, the POLR SMA will govern the relationship between and the responsibilities of the parties to that agreement and not the RFP or any documents relating thereto.
- 8.1.4 Pursuant to these RFP rules, PPL Electric or the Bid Proposal Evaluation Team shall reject Bid Proposals submitted in response to this RFP that are incomplete, or do not conform to the requirements of this RFP, or are submitted beyond the deadline for submission.

8.2 Proposals Become PPL Electric's Property

- 8.2.1 All Proposals submitted by RFP Bidders in response to this RFP will become the exclusive property of PPL Electric upon the receipt of such document(s).

Appendix 2

Expression of Interest Form

FAX TO: [Insert Contact Info]

Note that completion of all information is required.

This response is an indication of our interest in PPL Electric Utilities Corporation's Request for Proposals to provide wholesale full requirements service beginning January 1, 2010.

Company:

Contact Name:

Contact Title:

Address:

City:

State:

Zip:

Phone Number

Fax Number:

Email Address:

Appendix 3

Confidentiality Agreement

[Name and Address of Bidder]

[Date]

Ladies and Gentlemen,

This letter is a Confidentiality Agreement between PPL Electric Utilities Corporation (“PPL Electric”) and _____ (“RFP Bidder”) in connection with the RFP Bidder’s intent to participate in the Request for Proposals (“RFP”) to provide full requirements electricity service to serve a portion of PPL Electric’s obligation as the Provider of Last Resort Service (“POLR”). This Confidentiality Agreement also pertains to the rights and obligations of PPL Electric and the RFP Bidder in the event the RFP Bidder ultimately is selected as a winner in the RFP and provides service pursuant to PPL Electric’s POLR Supply Master Agreement (“POLR SMA”). PPL Electric and the RFP Bidder hereby agree to accept, and to be bound by the terms of this Agreement.

DEFINITIONS:

(a) The following terms have the following meanings:

1. “Agreement” is this Confidentiality Agreement.
2. “Pennsylvania PUC” has the meaning set forth in Section 3(b).
3. “Confidential Information” has the meaning set forth in Section 5.
4. “Party” means PPL Electric or the RFP Bidder.
5. “Parties” means PPL Electric and the RFP Bidder collectively.
6. “Representatives” means the officers, directors, employees, advisors, lenders, and other persons, including but not limited to any affiliates who are actively and directly participating in evaluating, responding to, negotiating and consummating the RFP and/or the response to the RFP. A person or entity is not a “Representative” unless that person or entity agrees to preserve the confidentiality of the Confidential Information in accordance with the terms of this Agreement.

7. “Third Parties” means a party or parties other than PPL Electric, the RFP Bidder or their respective Representatives.

(b) Other capitalized terms used in this Agreement have the meaning set forth in this Agreement and/or the applicable Request for Proposals, and/or the applicable POLR SMA.

TERMS:

1. Condition Precedent. PPL Electric and the RFP Bidder shall execute this Agreement as a condition precedent to PPL Electric’s furnishing to the RFP Bidder or the RFP Bidder furnishing to PPL Electric a copy of any Confidential Information.

2. Purpose. The purpose of this Agreement is to protect the confidentiality of the Confidential Information and to restrict the use and disclosure of that information in the manner set forth below.

3. Limitations on Use and Disclosure.

(a) A Party shall use the other Party’s Confidential Information only for the purpose of evaluating, responding to, negotiating and consummating the RFP and/or the response to the RFP, and/or consummating the POLR SMA, and not for any other purpose. Neither Party shall disclose to Third Parties any information about PPL Electric’s or RFP Bidder’s participation in the RFP or execution of a POLR SMA, or the terms or conditions or any other facts relating thereto, including the fact that discussions are taking place with respect thereto, the status of those discussions, or the fact that Confidential Information has been made available by or to PPL Electric or RFP Bidder or their Representatives. Provided, however, that the identity of all (but no fewer than all) bidders who were awarded any load in the state may be released on a statewide basis on or after the first day of the service year, and that no winning bidder's name is to be associated with a particular PPL Electric's POLR load.

(b) Notwithstanding the foregoing or any other provision of this Agreement, PPL Electric may share any Confidential Information with the Pennsylvania Public Utility Commission, or its Staff (collectively “Pennsylvania PUC”) as requested by the Pennsylvania PUC. Any such information shared will be designated as confidential, and PPL Electric will ask the Pennsylvania PUC to hold and use it on a confidential basis.

4. Disclosure upon Default. Notwithstanding the foregoing or any other provision of the Agreement, PPL Electric may disclose Confidential Information in the event of a Supplier Default, as provided for in the POLR SMA. PPL Electric may disclose to any RFP Bidder with whom it has executed the POLR SMA and who is not a Defaulting Supplier, the contract price of the Defaulting Supplier for the purpose of allowing the Bidder to make the election provided for in Section 4.11 of the POLR SMA.

5. Definition of Confidential Information. Confidential Information shall consist of oral, electronic and written information that is confidential, proprietary, or generally not available to the public. Whenever possible, such Confidential Information shall be marked prior to or at the time of disclosure as being "Confidential Information". Confidential Information in the case of information provided by PPL Electric to the RFP Bidder shall include, without limitation, all data, reports, interpretations, forecasts or records relating to PPL Electric and/or its customers, and any other document created by PPL Electric or others which directly or indirectly relates to all or any portion of the bid evaluation information provided to the RFP Bidder by PPL Electric. Confidential Information in the case of information provided by the RFP Bidder to PPL Electric shall include, without limitation, all data, reports, interpretations, forecasts, bids, credit information, credit collateral amounts, bidder identity, and shall also include information prepared by the RFP Bidder that includes directly or indirectly Confidential Information furnished by PPL Electric.

6. Non-Confidential Information. Notwithstanding the provisions of Section 5, information shall not be deemed confidential that: (i) becomes generally available to the public; (ii) is already known to the receiving Party at the time of receipt by the receiving Party; or (iii) is acquired after such receipt from a Third Party not known to the receiving Party to be prohibited from making disclosures. The receiving Party shall give prompt notice to the other Party in the event it believes that any of the other Party's information in its possession is not Confidential Information as a result of the provisions of this Section 6.

7. Property of PPL Electric or the RFP Bidder. Confidential Information belonging to PPL Electric shall consist of Confidential Information supplied by PPL Electric to the RFP Bidder and shall also include the portion of Confidential Information furnished by the RFP Bidder to PPL Electric that incorporates Confidential Information furnished to the RFP Bidder by PPL Electric. Confidential Information belonging to the RFP Bidder consists of all other Confidential Information supplied by the RFP Bidder to PPL Electric. PPL Electric and the RFP Bidder acknowledge that each Party's Confidential Information is and at all times remains the sole and exclusive property of that Party, who, it is agreed, has the exclusive right, title, and interest to its Confidential Information. Neither Party grants any right or license, by implication or otherwise, as a result of the provision of Confidential Information to the receiving Party.

8. Disclosure Prohibited Except Where Explicitly Permitted. Neither Party shall disclose or use the other Party's Confidential Information without the other Party's prior written consent except as explicitly stated in Sections 3, 4, 9 and 10 of this Agreement.

9. Disclosure For Bid Evaluation Purposes. A Party may disclose the other Party's Confidential Information to its Representatives for the purposes set forth in Section 3. The obligations and restrictions under this Agreement that apply to a Party also apply to a Party's Representatives.

10. Disclosure to Governmental Authorities.

(a) A Party (the “disclosing Party”) may also disclose the other Party’s Confidential Information to any governmental, judicial, or regulatory authority (“Authority”) requiring such Confidential Information; provided that, the disclosing Party a) promptly informs the other Party of the substance of any inquiries, requests or requirements in order to afford the other Party an opportunity to attempt to prevent or limit the disclosure of the Confidential Information; b) makes a good faith effort to persuade the Authority (i) that submission of the Confidential Information should not be required, or, if that effort fails, (ii) that submission of the Confidential Information on a non-public basis should be permitted; and c) endeavors in good faith to protect the Confidential Information provided to an Authority from disclosure to Third Parties. If an Authority orders the disclosing Party to disclose any documents containing the other Party’s Confidential Information, the disclosing Party shall a) attempt to obtain from the other Party, if the Authority allows the time, a “Public Disclosure Copy”, or b) if the Authority does not allow such time, shall prepare itself a “Public Disclosure Copy” in which the Confidential Information has been redacted to the extent that such redaction is permitted by the Authority requiring disclosure. Confidential Information disclosed pursuant to this Section 10 on a non-public basis shall not lose its status as Confidential Information by virtue of such non-public disclosure.

(b) Notwithstanding the foregoing, the Parties agree that either party may be required to provide Confidential Information to FERC in order to comply with FERC Form 1 or FERC transaction reporting requirements. Each Party agrees that to the extent it is required to provide FERC any such information, the Party required to provide such information will provide only the information that is reasonably necessary to comply with such reporting requirements and shall not be required to comply with the provisions of Section 10(a) of this Agreement unless there have been substantive changes to the information required for FERC reporting purposes.

11. Termination of RFP Participation. If the RFP Bidder determines that it does not wish to proceed with the RFP, or if PPL Electric excludes the RFP Bidder from the RFP for any of the reasons set forth in the RFP, it will immediately notify the other Party of that decision. In such case, or if the RFP is not consummated, upon the written request of the Party (the “requesting Party”), the other Party (the “receiving Party”) shall not retain and shall promptly return to the requesting Party all the requesting Party’s written Confidential Information in the possession of the receiving Party or its Representatives, except for the portion (“said portion”) of the requesting Party’s Confidential Information that may be found in analyses, compilations, or other documents prepared by, or for, the receiving Party and its Representatives. The said portion and any oral Confidential Information furnished by the requesting Party and not so requested or returned will be held by the receiving Party and kept subject to the terms of this Agreement, or destroyed.

12. Liability and Relief. A Party or any of its Representatives shall be liable for any breach of this Agreement. In the event a non-breaching Party or its Representatives shall have knowledge of any breach of the confidentiality of, or the misappropriation of, any of the Confidential Information, the non-breaching Party shall promptly give notice thereof to the breaching Party. The Parties agree that breach of this confidentiality agreement may cause damages to which a dollar amount may be difficult or impossible to ascribe, however, that such a breach would be irremediable by damages alone and specifically agree to equitable relief as

appropriate. The non-breaching Party shall be entitled to specific performance or other equitable relief by way of injunction or otherwise, if the other Party or any of its Representatives breach or threaten to breach any of the provisions of this Agreement. Such remedy shall not be deemed to be the exclusive remedy available to the non-breaching Party, but shall be in addition to all other available remedies. Neither failure nor delay by the non-breaching Party, in exercising any of its rights or privileges herein, shall operate as a waiver nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege.

13. Representatives, Successors and Assigns. This Agreement shall be binding upon and for the benefit of the Parties, and their respective Representatives, successors, and permitted assigns. Neither Party may assign its rights or obligations hereunder without prior written consent of the other Party.

14. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws rules or principles

15. Full Compliance Required. The failure in any instance to insist on full compliance with the terms of this Agreement shall not be deemed to be a waiver of the right to insist upon full compliance with these terms thereafter.

16. Signatures. The signatures below establish each Party's agreement to the terms hereof.

17. Termination. This Agreement shall terminate three years from the date hereof.

RFP BIDDER

PPL ELECTRIC UTILITIES CORPORATION

By _____

By _____

Title _____

Title _____

As part of your Bidder Qualifications, please send three (3) originals of this Confidentiality Agreement to:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager

Appendix 4

PJM Qualification Certification Form

I, _____ (“Agent”) am an authorized signatory for
_____ (“Company”) and hereby certify that Company is a member of
the PJM Interconnection, LLC (“PJM”) and is qualified as a market buyer and market seller in
good standing able to secure generation or otherwise obtain and deliver electricity in PJM
through compliance with all applicable requirements of PJM to fulfill a full requirements
obligation.

Signed:

Date:

Type or Print Name:

Title:

Company:

As part of your Bidder Qualifications, please send three (3) originals of this form to:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager

Appendix 5

FERC Authorization Certification Form

I, _____ (“Agent”) am an authorized signatory for _____ (“Company”) and hereby certify that Company has been authorized by the Federal Energy Regulatory Commission (“FERC”) to make sales of energy, capacity and ancillary services at market-based rates, pursuant to the Federal Power Act and the provisions of FERC’s regulations promulgated thereunder. The Company’s authorization to make such sales at market-based rates was granted in Docket No(s).

_____.

Signed:

Date:

Type or Print Name:

Title:

Company:

As part of your Bidder Qualifications, please send three (3) originals of this form to:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager

Appendix 6

Credit Application

1. Company Information

Type of Business

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

Applicant Organization

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

Applicant Credit Contact Name

Name:
Title:
Street Address:
City, State, Zip Code:
Phone Number:
Fax Number:
Email Address:

For Corporation/Limited Liability Companies (please enter “n/a”, if this does not apply to you)

Date and State of Incorporation/Registration:

For Limited Partnerships (please enter “n/a”, if this does not apply to you)

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

2. Application for Credit

This application for credit is to be based on the creditworthiness of the **Applicant indicated below**.

- The Applicant listed under Section 1.
- The parent/guarantor company listed below.

Parent/Guarantor Company

Legal Corporate Name:

Street Address:

City, State, Zip Code:

DUNS Number:

Federal Tax ID Number:

3. Credit Information

The Applicant indicated in Section 2 is required to submit the most recent 2 years of financial statements audited by a firm of certified public accountants of national standing. Please provide one (1) copy of financial statements with your Credit Application. Indicate below what statements are being submitted.

- Annual Report
- 10K
- Other (describe)

In the event the above information is inadequate to appropriately assess the Applicant's creditworthiness, the Applicant must provide evidence of its capability to provide collateral instruments, its capability to borrow and other sources of liquidity.

Subject to Article 4.5.3, submitted information must be in the English language, and financial data denominated in United States currency, and conform to generally accepted accounting principles ("GAAP") in the United States. If the Applicant's financial information is consolidated with other entities, then it is the Applicant's responsibility to extract and submit as separate documents all data and information related solely to the Applicant. This must include all financial information, associated notes and all other information that would comprise a full financial report conforming to GAAP.

Has the Applicant or predecessor company declared bankruptcy in the last 5 years?

- Yes
- No

Are there any pending bankruptcies or other similar state or federal proceedings, outstanding judgments or pending claims or lawsuits that could affect the solvency of the Applicant?

Yes

No

If the answer is "Yes" to either of the above questions, please provide an addendum to this application describing the situation and how it affects the Applicant's ability to meet or not to meet its credit obligations.

4. Bank Reference Information

Bank Name:

Street Address:

City, State, Zip Code:

Contact Name:

Phone Number:

Fax Number:

Account Number:

Revolving Credit Facility? Yes No

If Yes,

Amount of Facility: \$

Expiration Date:

Bank Name:

Street Address:

City, State, Zip Code:

Contact Name:

Phone Number:

Fax Number:

Account Number:

Revolving Credit Facility? Yes No

If Yes,

Amount of Facility: \$

Expiration Date:

Bank Name:

Street Address:

City, State, Zip Code:

Contact Name:

Phone Number:

Fax Number:
Account Number:
Revolving Credit Facility? Yes No
If Yes,
Amount of Facility: \$
Expiration Date:

5. Applicant's Credit Ratings (please enter "n/a" when the information requested in this item is unavailable)

Standard & Poor's

Current Rating: _____
Indicate whether this rating is:
 Senior Unsecured Long-Term Debt Rating
 Issuer Rating

Moody's Investor Services

Current Rating: _____
Indicate whether this rating is:
 Senior Unsecured Long-Term Debt Rating
 Issuer Rating

Fitch Ratings

Current Rating: _____
Indicate whether this rating is:
 Senior Unsecured Long-Term Debt Rating
 Issuer Rating

Along with the above information, attach the latest review from each of the agencies. Documentation showing the name of the rating agency, the type of rating, and the rating of the Applicant is acceptable.

6. 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 the above listed entities to release data requested by PPL Electric Utilities Corporation necessary to perform a credit check in connection with Applicant's interest to bid on this RFP.

Applicant's Company Name: _____

Signature of Authorized Official: _____

Name of Authorized Official (print): _____

Title of Authorized Official (print): _____

Date Signed: _____

As part of your Bidder Qualifications, please send three (3) originals of this form to:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager

APPENDIX 7

BID ASSURANCE LETTER OF CREDIT

{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}
IRREVOCABLE STANDBY LETTER OF CREDIT NO.

ISSUE DATE _____ EXPIRY DATE _____

APPLICANT

[NAME]

[ADDRESS]

BENEFICIARY

[NAME]

[ADDRESS]

CURRENCY AMOUNT

USD *****\$

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) _____ (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

BENEFICIARY WILL HOLD THIS LETTER OF CREDIT UNTIL WE RECEIVE WRITTEN NOTIFICATION FROM THE BENEFICIARY THAT EITHER:

1. THE APPLICANT’S BID PROPOSAL IN THE PPL ELECTRIC POLR RFP SOLICITATION ON [INSERT DATE] (THE “SOLICITATION DATE”) HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION; OR
2. THE APPLICANT HAS WON TRANCHES IN THE PPL ELECTRIC POLR RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED THE POLR

SUPPLY MASTER AGREEMENT (“SMA”) AND/OR TRANSACTION
CONFIRMATIONS FOR SUCH TRANCHES.

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL POLR RFP.

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY’S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER’S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL POLR RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGNED AND DATED STATEMENT, READING AS FOLLOWS:

“THE AMOUNT FOR THIS DRAWING, USD _____
(INSERT AMOUNT), BEING MADE UNDER THE BANK OF
_____ (INSERT NAME OF BANK) LETTER OF CREDIT
NUMBER (INSERT LETTER OF CREDIT REFERENCE NUMBER),
REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY
PURSUANT TO THE TERMS OF SUCH LETTER OF CREDIT.”

2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

IF PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. NEW YORK TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. NEW YORK TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER UNDER THIS LETTER OF CREDIT AND ISSUER SHALL REMAIN LIABLE TO BENEFICIARY UNTIL THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO BENEFICIARY NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

ADDITIONAL TERMS AND CONDITIONS:

1. ALL COMMISSIONS AND OTHER BANKING CHARGES WILL BE BORNE BY THE APPLICANT.
2. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.
3. THIS LETTER OF CREDIT IS IRREVOCABLE.
4. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98"). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE COMMONWEALTH OF PENNSYLVANIA. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
5. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.
6. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF

CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

AUTHORIZED SIGNATURE: _____

TITLE: _____

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

[BANK NAME, ADDRESS AND PHONE NUMBER]

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Notes**

Instructions:

The RFP Bidder must complete the Bid Proposal Spreadsheet as directed in Article 5.

All required information must be entered in the shaded cells. The absence of any required information will be deemed a non-conforming bid and will be eliminated from further consideration.

Residential -- is comprised of the following rate schedules:

RS	RS – Residential Service
RTS	RTS(R) – Residential Service – Thermal Storage
RTD	RTD(R) – Residential Service – Time of Day

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Bid Proposal Spreadsheet**

Solicitation #6

Bid Proposal Due Date: October 5, 2009

Residential

12-Month Term: January 1, 2010 - December 31, 2010

Bidder Information:

Company Name		* Required Field
Contact Name		* Required Field
Phone Number		* Required Field
Fax Number		* Required Field

Tranche Information:

Tranches Available to Bid	8
Load Cap	85%
Total Tranches in Solicitation	10
Tranche Size (% of Total Residential Load)	1.67%
MW-Measure (based on Projected 2010 PLC)	50.0

Tag Number:

Bid Information:

	Total Tranches Supplied	Bid Assurance Collateral Amount	Price (2010 US\$/MWh)	
Bids	1	\$500,000		* Required Field
	2	\$1,000,000		* Required Field
	3	\$1,500,000		* Required Field
	4	\$2,000,000		* Required Field
	5	\$2,500,000		* Required Field
	6	\$3,000,000		* Required Field
	7	\$3,500,000		* Required Field
	8	\$4,000,000		* Required Field

Complete/Incomplete:

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Notes**

Instructions:

The RFP Bidder must complete the Bid Proposal Spreadsheet as directed in Article 5.

All required information must be entered in the shaded cells. The absence of any required information will be deemed a non-conforming bid and will be eliminated from further consideration.

Small Commercial and Industrial -- is comprised of the following rate schedules:

GS-1	GS-1 – Small General Service
GS-3	GS-3 – Large General Service
GH-1	GH-1(R) – Single Meter Com'l. Space Heating Service
GH-2	GH-2(R) – Separate Meter General Space Heating Service
IS-1	IS-1(R) – Interruptible Service – Greenhouses
BL	BL – Borderline Service – Electric Utilities
SA	SA – Private Area Lighting
SM	SM – Mercury Vapor Street Lighting
SHS	SHS – High Pressure Sodium Street Lighting
SE	SE – Energy Only Street Lighting Service
TS	TS(R) – Municipal Traffic Signal Lighting Service
SI-1	SI-1(R) – Municipal Street Lighting
Standby	Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Bid Proposal Spreadsheet**

Solicitation #6

Bid Proposal Due Date: October 5, 2009

Small Commercial and Industrial

12-Month Term: January 1, 2010 - December 31, 2010

Bidder Information:

Company Name
Contact Name
Phone Number
Fax Number

* Required Field
* Required Field
* Required Field
* Required Field

Tranche Information:

Tranches Available to Bid	5
Load Cap	85%
Total Tranches in Solicitation	7
Tranche Size (% of Total Small Commercial and Industrial Load)	2.38%
MW-Measure (based on Projected 2010 PLC)	54.3

Tag Number:

Bid Information:

	Total Tranches Supplied	Bid Assurance Collateral Amount	Price (2010 US\$/MWh)
Bids	1	\$500,000	
	2	\$1,000,000	
	3	\$1,500,000	
	4	\$2,000,000	
	5	\$2,500,000	

* Required Field
* Required Field
* Required Field
* Required Field
* Required Field

Complete/Incomplete:

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Notes**

Instructions:

The RFP Bidder must complete the Bid Proposal Spreadsheet as directed in Article 5.

All required information must be entered in the shaded cells. The absence of any required information will be deemed a non-conforming bid and will be eliminated from further consideration.

Large Commercial and Industrial -- is comprised of the following rate schedules:

LP-4	LP-4 – Large General Service – 12 KV or Higher
ISP	IS-P(R) – Interruptible Large General Service – 12 KV or Higher
LP-5	LP-5 – Large General Service – 69 KV or Higher
LP-6	LP-6 – Large General Service – 69 KV or Higher
LPEP	Power Service to Electric Propulsion
IST	IS-T(R) – Interruptible Large General Service – 69 KV or Higher
ISM	Interruptible Service by Agreement (R)
Standby	Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.

**PPL Electric Utilities
POLR RFP Process and Rules**

**APPENDIX 8
Bid Proposal Spreadsheet**

Solicitation #6

Bid Proposal Due Date: October 5, 2009

Large Commercial and Industrial

12-Month Term: January 1, 2010 - December 31, 2010

Bidder Information:

Company Name		* Required Field
Contact Name		* Required Field
Phone Number		* Required Field
Fax Number		* Required Field

Tranche Information:

Tranches Available to Bid	25
Load Cap	85%
Total Tranches in Solicitation	30
Tranche Size (% of Total Large Commercial and Industrial Load)	3.33%
MW-Measure (based on Projected 2010 PLC)	50.4

Tag Number:

Bid Information:

	Total Tranches Supplied	Bid Assurance Collateral Amount	Price (2010 US\$/MWh)	
Bids	1	\$500,000		* Required Field
	2	\$1,000,000		* Required Field
	3	\$1,500,000		* Required Field
	4	\$2,000,000		* Required Field
	5	\$2,500,000		* Required Field
	6	\$3,000,000		* Required Field
	7	\$3,500,000		* Required Field
	8	\$4,000,000		* Required Field
	9	\$4,500,000		* Required Field
	10	\$5,000,000		* Required Field
	11	\$5,500,000		* Required Field
	12	\$6,000,000		* Required Field
	13	\$6,500,000		* Required Field
	14	\$7,000,000		* Required Field
	15	\$7,500,000		* Required Field
	16	\$8,000,000		* Required Field
	17	\$8,500,000		* Required Field
	18	\$9,000,000		* Required Field

	19	\$9,500,000	
	20	\$10,000,000	
	21	\$10,500,000	
	22	\$11,000,000	
	23	\$11,500,000	
	24	\$12,000,000	
	25	\$12,500,000	

* Required Field
 * Required Field
 * Required Field
 * Required Field
 * Required Field
 * Required Field
 * Required Field

Complete/Incomplete:

Appendix 9

Binding Bid Agreement

Bid Proposal Due Date: October 5, 2009

In consideration for the privilege of submitting bids as part of the POLR SMA Requests For Proposals process, _____ (“RFP Bidder”) agrees to be bound by the price quotes entered on any Bid Proposal Spreadsheet(s), up to the expiration time of its proposal, as set forth in Article 5.7 (Expiration of Bid Proposals) of this Request For Proposals (“RFP”), submitted to PPL Electric Utilities Corporation (“PPL Electric”), in response to this multi-solicitation process, which shall constitute a firm offer to supply service in accordance with the Provider of Last Resort Supply Master Agreement (“POLR SMA”) and applicable Pennsylvania Law and regulations. Any bid is not subject to any contingencies or conditions precedent and, if accepted by PPL Electric, the RFP Bidder agrees to execute the Transaction Confirmation in a timely manner as set forth in Article 2.8 (Transaction Confirmation) of the POLR SMA.

The submission of any binding offer to PPL Electric shall constitute the Bidder’s acknowledgment and acceptance of all the terms, conditions and requirements of this RFP.

The undersigned represents and warrants that he/she has the authority to act on behalf of, and to bind, the RFP Bidder to perform the terms and conditions and otherwise comply with all obligations stated herein.

Signature of Authorized Official: _____

Name of Authorized Official (*print*): _____

Title of Authorized Official (*print*): _____

Date Signed: _____

As part of your Bidder Qualifications, please send three (3) originals of this certification to:

PPL Electric Utilities POLR RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103
Attn: PPL Electric POLR RFP Manager

Appendix 10

Binding Bid Withdrawal Agreement

_____ (“RFP Bidder”) hereby freely and irrevocably withdraws the price quotes entered on the Bid Proposal Spreadsheet(s) previously submitted to PPL Electric Utilities Corporation (“PPL Electric”), and listed next to “Tag Number / Bid Proposal Filename”. This withdrawal of bid(s) is not subject to any contingencies or conditions precedent, and constitutes a final cancellation of the subject bid(s). RFP Bidder expressly acknowledges and agrees that the withdrawn bid(s) will not be considered by PPL Electric, and will not be accepted by PPL Electric under any circumstances.

The submission of this binding bid withdrawal to PPL Electric constitutes RFP Bidder’s continuing acknowledgement and acceptance of all the terms, conditions and requirements of this Request For Proposals.

The person submitting this bid withdrawal represents and warrants that he/she has the authority to act on behalf of, and to bind, the Bidder with respect to all actions and obligations stated herein.

Signature of Authorized Official: _____

Name of Authorized Official (*print*): _____

Title of Authorized Official (*print*): _____

Date Signed: _____

Tag Number / Bid Proposal Filename: _____

NOTE:

Please fax your completed form to PPL Electric POLR RFP Manager at the following number: **215-568-9364**.

Please also send an e-mail alert to pplpolr@pplweb.com.

Please note that all bid withdrawals must be received by PPL Electric before 12:00:00 p.m. EPT on the Bid Proposal Due Date.