

FIRSTENERGY OHIO UTILITIES
REQUEST FOR PROPOSALS
WHOLESALE ENERGY AND CAPACITY
JANUARY 5, 2009 to MARCH 31, 2009

BIDDER RULES

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ARTICLE I. INTRODUCTION

I. 1. Overview

I. 1. 1. This Request for Proposal¹ (“RFP”) is a solicitation process by which The Cleveland Electric Illuminating Company, The Toledo Edison Company and Ohio Edison Company (hereafter referred to as the “FirstEnergy Ohio Utilities”) are seeking to procure wholesale energy and capacity for the provision of retail electric generation service (“Standard Service Offer Load” or “SSO Load”) which is load not being served by a Competitive Retail Electric Service (“CRES”) Supplier. This solicitation specifically seeks to procure 100% of the aggregate wholesale energy and capacity requirements the FirstEnergy Ohio Utilities need to serve their retail SSO Load for the period January 5, 2009 through March 31, 2009 (“Delivery Period”). Winning bidders will be required to execute the SSO Supply Agreement within one (1) business day following the close of the solicitation.

I. 1. 2. The RFP solicitation is designed to procure tranches of load-following energy and capacity for the FirstEnergy Ohio Utilities to serve their retail SSO Load. The FirstEnergy Ohio Utilities will remain the Load Serving Entity (“LSE”) and, as such, will be responsible for transmission and ancillary related costs incurred by the FirstEnergy Ohio Utilities under the Midwest Independent Transmission System Operator (“MISO”) Open Access Transmission and Energy Markets Tariff. Winning bidders will be required to schedule and deliver their respective wholesale energy and capacity obligations under the SSO Supply Agreement to the FE.FESR delivery point in MISO. Winning bidders will not be required to provide alternative or renewable energy under any state or federal rules or programs, as any such obligation will remain with the FirstEnergy Ohio Utilities.

¹ Capitalized terms utilized in this document have the meaning set forth in the Definitions section of the SSO Supply Agreement.

I. 1. 3. Prior to 4:00 p.m. prevailing Eastern Time on Tuesday, December 30, 2008, the Companies may, for any reason and at their sole discretion, terminate or suspend this RFP Process.

I. 1. 4. Winning bidders must be both MISO Market Participants and Asset Owners as those terms are defined in the MISO tariffs and agreements, and must be knowledgeable and capable of adhering to all MISO-related protocols necessary to conduct business with respect to delivering wholesale energy and capacity to the FE.FESR delivery point, including but not limited to, the use of MISO's financial scheduling protocols.

I. 2. Product Definition – Energy and Capacity to be Procured

I. 2. 1. The FirstEnergy Ohio Utilities are seeking to procure the wholesale energy and capacity needed to serve retail SSO Load. Capacity, or Designated Network Resources (“DNR”), will include the MISO Planning Reserve Margin requirements. SSO Load will be divided into 100 identical units called tranches, each representing an equivalent percentage of SSO Load. Each tranche represents one percent (1%) of the actual hourly energy required for the SSO Load for the Delivery Period as well as one percent (1%) of the required DNR for the Delivery Period as shown in Table 1 below.

I. 2. 2.

The table below shows the nominal MW quantity associated with the energy to be delivered for each tranche based solely on historical data for the maximum hourly energy but is not necessarily indicative of the actual energy quantity to be delivered for each tranche because the amount of actual SSO Load will depend upon many factors, including but not limited to, customer migration to CRES Suppliers and weather conditions. Bidders are responsible for evaluating the uncertainties associated with providing the wholesale energy needed to serve the FirstEnergy Ohio Utilities SSO Load. Thus, energy tranches could vary each hour from the nominal 88 MW of maximum hourly energy for the Delivery Period shown in Table 1. In contrast to the MW quantity that will be associated with the energy to be delivered for each tranche, the MW quantity associated with the DNR quantity to be delivered for each tranche is fixed since this capacity obligation has already been established under the MISO protocols.

Table 1. Tranches for Energy and DNR.

Energy Component				DNR Component					
January-March 2009				January-09		February-09		March-08	
Number of Tranches #	Size of Tranche (%)	Historical SSO		SSO DNR Obligation (MW)	Size of Fixed Tranche (MW)	SSO DNR Obligation (MW)	Size of Fixed Tranche (MW)	SSO DNR Obligation (MW)	Size of Fixed Tranche (MW)
		Maximum Hourly Energy (MW/hr)	Nominal Size of Tranche (MW)						
100	1%	8,800	88	10,006	100	9,848	98	8,227	82

I. 3. Payment to Winning Bidders

- I. 3. 1.** This RFP is a “pay-as-bid” solicitation. Specifically, the price paid to the winning bidders in \$/MWh will be the average price of the tranches that the winning bidder has won. The SSO Supply Agreement provides the payment terms.

ARTICLE II. RFP Information

II. 1. Information Provided for Bidders

- II. 1. 1.** Relevant documents, data and information related to this RFP is available by accessing www.firstenergy-auction.com and clicking on “Ohio RFP”.

- II. 1. 2.** The web site will contain, among other information, the following documents:

- SSO Supply Agreement.
- RFP Process Rules.
- Frequently Asked Questions (“FAQ”). The FAQ document and associated “web links” will allow prospective suppliers to interface with the RFP Manager about any aspect of this solicitation.
- RFP Timeline.
- All forms needed to submit bids with necessary instructions.
- Hourly Load Data.

ARTICLE III. Bidder Requirements

III. 1. General Requirements

- III. 1. 1.** A bidder will be required to adhere to the terms and conditions of the SSO Supply Agreement, including but not limited to, the following:

- Agree to comply with all rules of the RFP;

- Agree that if the bidder becomes a winning bidder, to execute the SSO Supply Agreement within one (1) business day following the close of the solicitation;
- Certify that the bidder is both a MISO Market Participant and Asset Owner as those terms are defined in the MISO tariffs and agreements;
- Agree that if the bidder becomes a winning bidder, to comply with the creditworthiness requirements set forth in the SSO Supply Agreement;
- Agree to be bound by the bids entered and submitted by the bidder which shall constitute a firm offer to supply energy and capacity in accordance with the SSO Supply Agreement;
- Certify that the bidder is bidding independently of other bidders and is not associated with another bidder. A bidder is associated with another bidder if the two bidders have ties that could allow them to act in concert or that could prevent them from competing actively against each other;
- Certify that the signatory that provides the binding bid in response to this RFP has the authority to bind and act on behalf of the bidder to perform the terms and conditions of the SSO Supply Agreement at the prices and for the tranches specified in its proposal;
- Agree that sanctions may be imposed on the bidder for failing to disclose information relevant to determining associations, for coordinating with another bidder, or for failing to abide by any of the certifications that it will have made. Such sanctions can include, but are not limited to, loss of all rights to provide supply for the FirstEnergy Ohio Utilities won by such bidder, prosecution under applicable state and federal laws, and debarment from participation in future solicitations. Moreover, if any bidder is found to provide faulty or misleading information, misrepresent its financial or

operational characteristics or omit any pertinent information, the FirstEnergy Ohio Utilities reserve the right to eliminate such bidder from the RFP process and may terminate the SSO Supply Agreement at any time;

- Accept at the bidder's own cost and expense, an obligation to defend the RFP Manager, FirstEnergy Ohio Utilities 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 statement in the bidder's proposal or breach of any covenant by the bidder set forth herein.
- Indemnify and hold harmless the RFP Manager, FirstEnergy Ohio Utilities, its parent Companies, 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 statement or misrepresentation in the proposal or breach of any certification by the bidder as set forth herein.

ARTICLE IV. Proposal Requirements

IV. 1. Proposal Definition

IV. 1. 1. A complete proposal consists of the submission of the following four Appendices attached to this document by the Bid Date:

- Appendix 1 – Attestation Form. This form contains certain certifications made by the bidder to ensure all bidders act in a fair and compliant manner and abide by the RFP requirements and protocols.
- Appendix 2 - Confidentiality Statement Form. Bidders must acknowledge and agree to the confidentiality provisions of the RFP Rules and, consistent with those rules, agree to take reasonable precautions to ensure that all data and information supplied by bidders in response to the RFP are maintained in confidence and not disclosed to the public.
- Appendix 3 - Bidder's Credit Representative Form. This form contains the information of the bidder's credit representative who can answer questions or provide information about the bidder's credit with respect to the credit requirements set forth in the SSO Supply Agreement.
- Appendix 4 - Bid Submittal Form. The bidder must use the Bid Submittal Form provided in Appendix 4 to submit a bid, in addition to completing all other Appendices. The Bid Submittal Form is the sole means by which bids are to be submitted to the RFP Manager. The format of the Bid Submittal Form shows that for each bid on the form a bid consists of a bid number, the number of tranches of the bid, and the price of the bid in dollars per MWh at which the bidder is willing to supply the tranches in the bid. A bid price must be in dollars per MWh rounded to the nearest cent (\$xx.xx). Only bids on the Bid Submittal Form with bid prices that are expressed in dollars per MWh will be considered; other bids not in the required format on the Bid

Submittal Form will be rejected. A bid price that is not rounded to the nearest cent will be rounded down to the nearest cent. The bidder may not bid on less than a full tranche. The bidder may not bid on fractions, portions, or parts of tranches.

IV. 1. 2. The submission of a proposal (Appendices 1, 2, 3 and 4) to the RFP Manager by the specified Bid Date constitutes the bidder's acknowledgement, acceptance, and binding agreement to all the terms and conditions of this RFP process, regardless of the outcome of this RFP or such proposal. All such Appendices are required to be completed and submitted correctly by the specified Bid Date.

IV. 2. Credit Information

IV. 2. 1. The FirstEnergy Ohio Utilities will calculate the Independent Credit Threshold and the total unsecured credit to be granted to each winning bidder. Before submitting its proposal, if the bidder wants to confirm its total unsecured credit in accordance with Section 6.4 and 6.6 in the SSO Supply Agreement, bidders need to provide the RFP Manager a completed Appendix 3 by noon prevailing Eastern Time on Monday, December 29, 2008.

IV. 2. 2. Bidders will be required to meet the credit terms in accordance with Article 6, Creditworthiness in the SSO Supply Agreement. In accordance with Section 6.3, the Independent Credit Requirement (ICR) per tranche will be required of winning bidders under the SSO Supply Agreement. In accordance with Section 6.6, the FirstEnergy Ohio Utilities will assess the creditworthiness of winning bidders to determine the credit limit to cover the Total Exposure Amount as defined in the SSO Supply Agreement.

IV. 2. 3. For an illustrative example of the Mark to Market Credit and Margining Methodology, see the SSO Supply Agreement.

IV. 3. MISO Requirements

IV. 3. 1. The bidder must be a Market Participant and an Asset Owner, as those terms are defined by MISO, in MISO at the time the proposal is submitted and otherwise meet or satisfy the requirements of the SSO Supply Agreement that apply or require (directly or implicitly) membership and participation in MISO.

IV. 4. Bid Submission Requirements

IV. 4. 1. Each RFP Bidder must fax its Proposal to the following address:

CRA International
John Hancock Tower
200 Clarendon Street, T-33
Boston, MA 02116-5092
Phone 617-425-3384
Fax 617-425-6574
Attn: Brad Miller / RFP Manager

IV. 4. 2. Bids must be faxed between 9:00 a.m. and 11:00 a.m. prevailing Eastern Time on Wednesday, December 31, 2008 (“Bid Date”). Bids received before or after the 9:00 a.m. to 11:00 a.m. window as determined solely by the RFP Manager based on the fax machine transmittal, will be rejected.

IV. 4. 3. Bids must be submitted in the complete legal name of the party that will execute the SSO Supply Agreement with the FirstEnergy Ohio Utilities. Bids must be submitted by a person that has the authority to bind and act on behalf of the bidder to perform the terms and conditions of the SSO Supply Agreement at the prices and for the tranches specified in its proposal. By submitting a bid, each bidder agrees that its proposal will remain in full force and effect for at least one (1) business day following submission of the proposal on the required Bid Date.

IV. 5. Independence and Confidentiality

IV. 5. 1. Each bidder will make certifications regarding associations to ensure that it is bidding independently of other bidders and to ensure the confidentiality of information regarding the RFP. By submitting a proposal, a bidder certifies that it is bidding independently of any other bidders and that it has no knowledge of any proposal being submitted by another bidder in response to this RFP.

IV. 6. Certifications and Disclosures to Be Made

IV. 6. 1. Bidders will be required to disclose any bidding agreement or any other arrangement, including, but not limited to, the amount to bid at certain prices, in which the bidder may have entered and that is related to its participation in the RFP. A bidder that has entered into such an agreement or arrangement must name the entities with which the bidder has entered into a bidding agreement, or a joint venture for the purpose of participating in the RFP, or a bidding consortium, or any other arrangement pertaining to participating in the RFP.

IV. 6. 2. In addition, a bidder will be required to make the following certifications.

- A bidder must certify that it will not substitute another entity in its place, transfer its rights or obligations to another entity, or otherwise assign its status as a bidder (or winning bidder) to another entity. The bidder must further certify that it understands that any such substitution, transfer, or assignment is null and void, and will result in its exclusion from further participation in the RFP and termination of the SSO Supply Agreement.
- A bidder must certify that it agrees that the submission of any bid creates a binding and irrevocable offer to provide energy and capacity under the terms set forth in the SSO Supply Agreement.
- A bidder must certify that a binding and enforceable contract to provide service with respect to the number of tranches for which the bidder is a winner will arise under the SSO Supply Agreement, and that the bidder will within one (1) business day following the close of solicitation, execute the SSO Supply Agreement and comply with the creditworthiness requirements contained therein to supply the number of tranches for which the bidder is a winner.
- A bidder must certify that it does not have any knowledge of confidential information relative to the bidding preparation, bidding strategy, or bids of any other bidder and a bidder must certify that it will not disclose confidential information relative to its own bidding preparation, bidding strategy or bids to any other bidder. A bidder must also certify that it will not, at any time, disclose any confidential information regarding the RFP.
- No bidder can reveal winning or losing bid prices or any other outcome of the RFP process prior to this information being publicly released by the FirstEnergy Ohio Utilities.

IV. 7. Sanctions

- IV. 7. 1.** Sanctions may be imposed on a bidder for failing to properly disclose information relevant to determining independence, for coordinating with another bidder without disclosing this fact, for releasing confidential information or disclosing information during the RFP, and in general for failing to abide by any of the certifications that the bidder will have made. Such sanctions can include, but are not limited to, any one or more of the following: the loss of all rights to provide tranches won by such bidder; action (including prosecution) under applicable state and/or federal laws; attorneys' fees and court costs incurred in any litigation that arises out of the bidder's improper disclosure; termination of the SSO Supply Agreement, debarment from participation in future RFPs; and/or any other sanctions that may be appropriate.

ARTICLE V. Evaluation of Proposals

V. 1. Proposal Processing

- V. 1. 1.** A proposal that does not include all four Appendices properly completed, or is otherwise non-conforming to these RFP rules, as determined by the RFP Manager, will be rejected.

V. 2. Load Cap

- V. 2. 1.** A single bidder may not be awarded more than the RFP load cap. For this RFP, the load cap is 75 tranches for the Delivery Period. If a bidder submits bids for more tranches than the load cap, only the lowest priced tranches bid by the bidder up to the load cap will be considered.

V. 3. Bid Selection Criteria

- V. 3. 1.** Prior to the Bid Date, the FirstEnergy Ohio Utilities will provide the RFP Manager with specific, price-based selection criteria that the RFP Manager will use to evaluate bids. Application of these criteria to the submitted bids may result in the determination that fewer than 100 tranches bid meet the selection criteria, or even that no tranches bid meet the selection criteria.

V. 4. Proposal Evaluation

- V. 4. 1.** The RFP Manager will evaluate all proposals in a manner that is independent from the FirstEnergy Ohio Utilities. The RFP Manager reserves the right, in its sole and exclusive discretion, to reject any and all proposals on the grounds that such proposal does not conform to the terms and conditions of this RFP or on the grounds that the bidder has not complied with provisions of this RFP. In addition, the RFP Manager may waive minor or administrative errors in proposals received.
- V. 4. 2.** The bids from conforming proposals will be ranked from lowest to highest price. If two or more bidders submit bids with the same price, these bids will be considered “tied bids” at that price and will be addressed as described below.
- V. 4. 3.** If there are no tied bids at the price of the highest-priced winning bid, but the number of tranches in the highest-priced winning bid would result in more than 100 tranches being procured, only the number of tranches in the highest-priced winning bid corresponding to a total number of 100 tranches across all winning bids being procured would be considered winning tranches. For example, if a bidder’s bid comprises 5 tranches, all priced the same, and the 5 tranches would correspond to winning tranches 98 through 102, only three of the tranches would be selected as winning tranches.

V. 4. 4. If there are tied bids at the price of the highest-priced winning bid and selecting all tied bids as winning bids would result in more than 100 tranches being procured, the RFP Manager will use a tie-breaking procedure. The bidder with the fewest number of tranches that otherwise would be considered winning tranches bid at prices at or below the price of the tied bids will be favored such that its tied bid will be selected before the other tied bid(s) are selected as winning bids. If the bidders with the tied bids have the same number of tranches bid at or below the price of the tied bids, then the RFP Manager will assign a random number to each such bidder and the bidder with the highest random number will be favored.

V. 4. 5. After bids are ranked from lowest to highest, including incorporation of the tie-breaking procedure, if applicable, the RFP Manager will independently apply the FirstEnergy Ohio Utilities' pre-determined Bid Selection Criteria and determine which bids (and tranches), if any, meet the criteria as winning bids.

V. 4. 6. After the RFP Manager applies the Bid Selection Criteria to the bids, the RFP Manager will then notify the FirstEnergy Ohio Utilities of the identity of winning bidders, the number of tranches won by each winning bidder, and the prices for the tranches won, if any. The FirstEnergy Ohio Utilities will, within one (1) business day following the close of the solicitation, execute the SSO Supply Agreement with each winning bidder.

V. 5. After Bidding Ends

V. 5. 1. Upon conclusion of the bid evaluation, the RFP Manager will notify winning bidders of how many tranches they have won and at what prices. The RFP Manager will also notify the unsuccessful bidders that they have not won any tranches.

V. 5. 2.

Upon the conclusion of the RFP solicitation, the winning bidders and the FirstEnergy Ohio Utilities will, within one (1) business day following the close of the solicitation, execute the SSO Supply Agreement. To participate in the RFP process, a bidder must certify that it accepts the terms of the SSO Supply Agreement and, should it be a winning bidder, sign the SSO Supply Agreement within one (1) business day following the close of the solicitation and comply with all creditworthiness requirements set forth in the SSO Supply Agreement. The SSO Supply Agreement provides, among other things, that if the FirstEnergy Ohio Utilities exercise their right to collect on financial guarantees, any contractual rights or other entitlements of the winners, the SSO Supply Agreement will immediately terminate without further notice by the FirstEnergy Ohio Utilities. In addition, the SSO Supply Agreement further provides that bidders will be liable for any damages incurred by the FirstEnergy Ohio Utilities, which will be determined in accordance with the terms of the SSO Supply Agreement, as though the winning bidders were a defaulting party to the SSO Supply Agreement.

V. 6. Confidentiality

V. 6. 1.

Confidential information shall consist of oral, electronic and written information that is confidential, proprietary, or generally not available to the public. The FirstEnergy Ohio Utilities will consider all data and information provided by bidders in response to this RFP to be confidential and will make all reasonable attempts to protect the confidentiality, restrict the use of and limit the disclosure of such information to the public in accordance with the provisions of this Section. The FirstEnergy Ohio Utilities will also take reasonable action to ensure that its employees, representatives and agents authorized to consider and evaluate all proposals protect the confidentiality of such data and information.

- V. 6. 2.** Each bidder will be asked to certify that it will undertake to appropriately restrict its disclosure of confidential information relative to its bidding preparation, bidding strategy and bids, and confidential information regarding the RFP. Bidders will be required to certify that they will continue to maintain the confidentiality of any non-public information that they will have acquired through their participation in the RFP.
- V. 6. 3.** Absolute protection from public disclosure of the bidders' data and information filed in response to this RFP cannot be provided. By submitting a proposal in response to this RFP, each bidder acknowledges and agrees to the confidentiality provisions set forth herein, as well as any limitations thereto.
- V. 6. 4.** In addition, the bidder agrees the bidder's data and information submitted in response to the RFP will be disclosed if required by any federal, state or local agency (including, without limitation, the Public Utilities Commission of Ohio "PUCO") or by a court of competent jurisdiction. However, the FirstEnergy Ohio Utilities will endeavor to notify the bidder in advance of such disclosure. In any event, neither the FirstEnergy Ohio Utilities nor the RFP Manager, or any of their employees or agents will not be responsible to the bidders or any other party or liable for any disclosure of such designated materials before, during or subsequent to this RFP. Notwithstanding the above, the FirstEnergy Ohio Utilities and the RFP Manager reserve the right to use and communicate publicly and/or to third parties any and all information/data submitted in any proposal in any proceedings before FERC, the PUCO, and any other regulatory body and the courts, if necessary, without the prior consent/approval of, or notice to, any such bidder.

ARTICLE VI. MISCELLANEOUS

VI. 1. Warranty on Information

VI. 1. 1. The information provided in the RFP, or on the RFP website, has been prepared to assist bidders in evaluating the RFP. It does not purport to contain all the information that may be relevant to a bidder in satisfying its due diligence efforts. Neither the FirstEnergy Ohio Utilities nor the RFP Manager make any representation or warranty, expressed or implied, as to the accuracy or completeness of the information, and shall not, either individually or as a corporation, be liable for any representation expressed or implied in the RFP or any omissions from the RFP, or any information provided to a bidder by any other source. A bidder should check the website frequently to ensure it has the latest documentation and information. Neither the FirstEnergy Ohio Utilities, nor the RFP Manager, nor any of their representatives, shall be liable to a bidder or any of its representatives for any consequences relating to or arising from the bidder's use of outdated information.

VI. 2. Hold Harmless

VI. 2. 1. Bidder shall hold the FirstEnergy Ohio Utilities and the RFP Manager harmless of and from all damages and costs, including but not limited to legal costs, in connection with all claims, expenses, losses, proceedings or investigations that arise as a result of the RFP or the award of a bid pursuant to the RFP.

VI. 3. Proposals Become the FirstEnergy Ohio Utilities' Property

VI. 3. 1. All proposals submitted by RFP Bidders in response to this RFP will become the exclusive property of the FirstEnergy Ohio Utilities upon the receipt of a conforming bid.

VI. 4. Bidder's Acceptance

VI. 4. 1. The submission of a proposal shall constitute a bidder's acknowledgement and acceptance of all the terms, conditions and requirements of this RFP and the SSO Supply Agreement. Bidders and their representatives agree to submit to the personal jurisdiction of any State or Federal court sitting in and for Summit County, Ohio and any appellate court thereof in respect to any action, dispute or proceeding arising out of this RFP process, including but not limited to the execution, implementation and performance of the SSO Supply Agreement.

VI. 5. Permits, Licenses, Compliance with the Law and Regulatory Approvals

VI. 5. 1. Bidders shall obtain all licenses and permits and status that may be required by any governmental body or agency necessary to conduct business or to perform hereunder. Bidders' subcontractors, employees, agents and representatives of each in performance hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.

APPENDIX 1

ATTESTATION FORM

Authorized Representative

The Authorized Representative is authorized to represent the bidder in the RFP. The Authorized Representative must ensure that only authorized persons act on behalf of the bidder in the RFP. The Authorized Representative is the only person authorized to distribute confidential information. The RFP Manager will communicate exclusively with the Authorized Representative.

The person designated below is the bidder's Authorized Representative.

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Bidder Name

Street Address

City

State

Zip Code

Telephone No.

Cell Phone No.

Email Address

Communications with the Authorized Representative are typically done via fax and by courier. Please provide below a fax number at which the Authorized Representative will be able to receive faxes from the RFP Manager in a secure and timely fashion.

Fax No.

The bidder hereby acknowledges that any notification or other communication given by the RFP Manager to the bidder shall be delivered by hand to the address provided above or sent by fax to the fax number provided above and shall be deemed received by the bidder at the time of delivery or transmission.

This certification must be signed by the Authorized Representative and the signature must be notarized.

1. I hereby certify that I am authorized by the bidder to serve as Authorized Representative and represent the bidder in the RFP. I further certify that I will be responsible for all confidential information regarding the RFP and I will distribute confidential information only to other individuals who are authorized to act on behalf of the bidder.

Signature of Authorized Representative

Date

Signature and Seal from Notary Public

Date

2. I hereby certify that bidder is a member of the Midwest Independent Transmission System Operator (“MISO”) and qualified as a market buyer and market seller in good standing able to secure generation or otherwise obtain and deliver electricity in MISO through compliance with all applicable requirements of MISO to fulfill the obligations of the SSO Supply Agreement. I further certify that bidder 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 there under. The bidder’s authorization to make such sales at market based rates was granted in Docket No(s). _____

Signature and Seal from Notary Public

Date

Signature of Authorized Representative

Date

Additional Certifications

All bidders must make these certifications. Completion of the following certifications also signifies your acknowledgement that you do not know of or cannot reasonably anticipate any events that might cause these certifications to become untrue during the period to which each certification applies.

Please certify that you have read and understand the RFP Rules and that you will comply with these Rules. Please further certify that you have read and understand the SSO Supply Agreement and that you accept its terms. Please also certify that if you become a winning bidder, you will execute the SSO Supply Agreement within one (1) business day following the close of the solicitation. Moreover, no bidder in the RFP shall substitute another party, transfer its rights to another party, or otherwise assign its status as a bidder to another party. Any such substitutions, transfers, or assignments shall be null and void and will result in the exclusion of the bidder from the RFP. Please certify that you agree to the limitations and certifications set forth in this paragraph.

Signature of Authorized Representative

Date

Please certify that you will be bidding independently of other bidders and are not associated with, to the best of your knowledge, another bidder such that the association could allow both bidders to act in concert or could prevent both bidders from competing actively against each other.

Signature of Authorized Representative

Date

Please certify that you have not entered into any agreement with another bidder, directly or indirectly, regarding bids in the RFP.

Signature of Authorized Representative

Date

Please certify your agreement that the submission of any bid in the RFP creates a binding and irrevocable offer to provide service under the terms set forth in the SSO Supply Agreement and that a binding and enforceable contract to provide service with respect to the number of tranches for which you were a winner in the RFP shall arise under the SSO Supply Agreement. The submission of such binding offer shall constitute the bidder's acknowledgment and acceptance of all the terms, conditions and requirements of this RFP.

Signature of Authorized Representative

Date

APPENDIX 2

CONFIDENTIALITY STATEMENT FORM

I agree and acknowledge that I am authorized to submit a bid on behalf of my respective company or affiliate to supply a portion of FirstEnergy Ohio Utilities' SSO Load for the period January 5, 2009 through March, 31 2009. In addition, I certify that I am authorized to execute the SSO Supply Agreement, a binding and enforceable contract. In the aforesaid capacity, I hereby acknowledge and understand the confidentiality provisions of the RFP Rules and, consistent with those rules, agree to take reasonable precautions to ensure that all data and information supplied by bidders in response to the RFP are maintained in confidence and not disclosed to the public, except as may be permitted by the RFP Rules. I further certify that:

- I do not have any knowledge of confidential information that is relevant to the bidding preparation, bidding strategy, or bids of any other bidder;
- I will not disclose confidential information relative to my bidding preparation, bidding strategy, or bids;
- I will not disclose any confidential information regarding the RFP to any party.

Name Print:

Title:

Bidder Name:

Signature:

Date:

APPENDIX 3

BIDDER CREDIT REPRESENTATIVE FORM

The bidder's credit representative is the bidder's in-house credit representative who can answer questions or provide information about the bidder's credit with respect to the credit requirements for the RFP.

The person designated below is the bidder's credit representative.

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Bidder Name

Street Address

City

State

Zip Code

Telephone No.

Fax No.

Email Address

APPENDIX 4

BID SUBMITTAL FORM

OVERVIEW

Bidder _____ willingly and knowingly submits the following bid(s) to the FirstEnergy Ohio Utilities with all rights and obligations as described in the Request for Proposals Rules and the SSO Supply Agreement. This bid submittal form is the exclusive way in which bids may be submitted to the RFP Manager in response to the RFP. Bids submitted under this bid submittal form must fulfill all requirements set out in the RFP Rules.

The format of the Bid Submittal Form shows that for each bid on the form, a bid consists of a bid number, the number of tranches of the bid, and the price of the bid in dollars per MWh at which the bidder is willing to supply the tranches in the bid. A bid price must be in dollars per MWh rounded to the nearest cent (\$xx.xx). Only bids on the Bid Submittal Form with bid prices that are expressed in dollars per MWh will be considered; other bids not in the required format on the Bid Submittal Form will be rejected. A bid price that is not rounded to the nearest cent will be rounded down to the nearest cent. The bidder may not bid on less than a full tranche. The bidder may not bid on fractions, portions, or parts of tranches.

PRODUCT QUANTITY

SSO Load will be divided into identical tranches. A tranche represents a fixed percentage of the SSO Load. A winning bidder that serves one tranche is responsible for serving the percentage of the SSO Load represented by one tranche as further described in the Article 1.

USE OF THE FORM

This form provides for: (i) identifying each bid from the bidder by a bid number, (ii) the number of tranches a bidder is bidding on for each bid on the form, and (iii) the price at which the bidder is willing to supply the tranches for each bid on the form.

APPENDIX 4

BID SUBMITTAL FORM

Bid Number	Number of Tranches Bid	Price (\$/MWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

The bids contained herein constitute a binding and irrevocable offer to provide service under the terms set forth in the SSO Supply Agreement. I am an Authorized Representative of the bidder empowered to undertake contracts and bind the bidder.

Name and Position

Bidder Name

Address

Email

Signature of Officer of Bidder

Phone/Fax